



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JULY 21, 2020

The Columbia City Council will conduct a Virtual Meeting on Tuesday, July 21, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public can listen to audio and participate in the meeting via telephone by dialing **855-925-2801**. When prompted, enter the meeting code: **9680**. For additional meeting information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3043 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

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the April 21, 2020 and May 7, 2020 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

CONSENT AGENDA ITEMS 3 THROUGH 28

3. Council is asked to approve Pressure Washing Services for the City of Columbia Parking Garages, as requested by the Parking Services Division. Award to Pressure Pros, Inc. in an amount not to exceed \$65,970.00. This firm is located in Ballentine, SC.

Funding Source: Parking PJ Canon Deck-Building Maintenance & Repair (5313114-638100) \$9,000.00; Parking Park Street Deck-Building Maintenance & Repair (5313109-638100) \$10,395.00; Parking Washington Street Deck-Building Maintenance & Repair (5313108-638100) \$8,910.00; Parking Taylor Street Deck-Building Maintenance & Repair (5313107-638100) \$7,290.00; Parking Sumter Street Deck (5313106-638100) \$9,675.00; Parking Arsenal Hill Deck-Building Maintenance & Repair (5313103-



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638100) \$3,600.00; Parking Lady Street Deck-Building Maintenance & Repair (5313104-638100) \$17,100.00. The original budget amount is \$151,795.00.

4. Council is asked to approve the First Amendment to Contract for Processing and Marketing Recyclable Materials, as requested by Columbia Water. Award to Sonoco Recycling, LLC in the amount of \$500,000. This firm is located in Columbia, SC.

Funding Source: Solid Waste Recycling (1014407-631900). The original budget amount is \$200,000. This amendment reflects new contract rates for recycling tonnage.

5. Council is asked to approve the Microsoft Enterprise Software Services Agreement for August 1, 2020 through July 31, 2021, as requested by the Information Technology Services Department. Award to SHI International, using the SC State Contract in the amount of \$768,018.39. This firm is located in Piscataway, VA.

Funding Source: Information Technology - Maintenance & Service Contract (1011120-638200). The original budget amount \$772,886.62. This is the first installment of the three-year agreement.

6. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project P027662; City of Columbia Water Line and Sewer Line Relocation due to Construction and Improvements along Carolina Crossroads, a segment of I-126, I-26 and Greystone Boulevard, as requested by Columbia Water.

Funding Source: SCDOT will bear all costs related to the project. The original budget amount is \$5,726,132.

7. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation for SCDOT Project P030244; City of Columbia Water Line Relocation due to Construction and Improvements along Farrow Road and North Brickyard Road, as requested by Columbia Water.

Funding Source: Water Improvements Fund from FY 19/20 CIP Utility Conflicts (WM335520) and Unforeseen Projects(WM432320). The original budget amount is \$935,950.00. The City's portion is \$883,950 and SCDOT's portion is \$52,000.

8. Council is asked to approve a Contract for the Germany Street Resurfacing Project from Waites Road to Barhamville Road, as requested by Public Works. Award to Palmetto Corp of Conway in an amount not to exceed \$69,081.10, which includes contingency. This firm is located in Conway, SC.



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Funding Source: Street Resurfacing Capital Project (407999-658650). CTC grant funds are being used for reimbursement of the project costs. The original budget amount is \$272,653.13.

Palmetto Corp of Conway SC will be providing resurfacing services at 89.5% (\$56,216.00) of the contract value. Carolina Pavement Markings, Inc., a Minority Business Enterprise (W) of Conway, SC will be providing pavement markings at 10.5% (\$6,585.00) of the total contract value.

9. Council is asked to approve the renewal of Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidders of each lot in the total amount of \$684,366.84.

Funding Source: Utilities Water Distribution & Maintenance - Pipe, Fittings, Hydrants, etc. (5516203-625700). The original budget amount is \$684,366.84. The initial contract term expired June 30, 2020. This is year one (1) of the optional two (2) year renewal periods.

Lots	Vendors / Locations	Amounts
1,2,4,6,9-13,17-20 and 22-24	Core & Main LP/ Saint Louis, MO	\$430,886.01
15,16, and 25	Fortiline, Inc./ Columbia, SC	\$ 84,537.00
5 and 14	Ferguson Enterprises/ Elgin, SC	\$ 28,241.90
3,7,8, and 21	Hayes Pipe Supply/ Nashville, TN	\$ 90,008.08
SC Sales Tax		\$ 50,693.85
	Total	\$684,366.84

10. Council is asked to approve the renewal of Annual Repair Materials for the Wastewater Maintenance Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidder of each lot in the total amount of \$194,124.02

Funding Source: Utilities Wastewater & Maintenance - Pipe, Fittings, Hydrants, etc. (5516205-625700). The original budget amount is \$300,000.00. The initial contract term expired June 30, 2020 with an option to renew for 2 additional 1 year terms.

Lots	Vendors / Locations	Amounts
1,2,4,7, and 8	Core & Main LP/ Saint Louis, MO	\$ 67,590.52
5 and 6	Fortiline, Inc./ Columbia, SC	\$ 4,591.80
3,9,10, and 11	Ferguson Enterprises/ Elgin, SC	\$ 107,562.14
SC Sales Tax		\$ 14,379.56
	Total	\$ 194,124.02



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11. Council is asked to approve Water and Wastewater Chemicals for the Columbia Canal Water Treatment Plant, Lake Murray Water Treatment Plant, and Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to various vendors in the total amount of \$5,920,015.00.

Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$1,792,565.00; Utilities Lake Murray WTP -Chemicals (5516207-624800) \$2,294,950.00; Utilities Metro Wastewater Plant - Chemicals (5516208-624800) \$1,832,500.00. The original budget amount is \$5,920,015.00. This is year two (2) of the two-year contract period. The initial contract period ends June 30, 2021.

Columbia Canal Water Treatment Plant		
Vendor/Location	Description	Requested Amount
Cabot Purification - Marshall, TX	Activated Carbon (Powdered)	\$320,000.00
JCI Jones Chemicals - Sarasota, FL	Chlorine	\$155,700.00
Univar USA Inc. - Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	\$ 68,400.00
Tanner Industries, Inc. - Southampton, PA	Anhydrous Ammonia	\$ 86,400.00
Chemtrade Chemicals US, LLC - Parsippany, NJ	Aluminum Sulfate	\$448,500.00
Univar USA Inc. - Downers Grove, IL	Sodium Hydroxide/Caustic	\$ 71,100.00
Polytec, Inc. - Mooresville, NC	Liquid Lime (Calcium Hydroxide)	\$160,000.00
International Dioxide - North Kingstown, RI	Sodium Chlorite	\$399,375.00
Carus, LLC - Peru, IL	Blended Phosphate/ Corrosion Inhibitor	\$ 56,210.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$ 26,880.00
		Total: \$1,792,545.00



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Lake Murray Water Treatment Plant		
Vendor/Location	Description	Requested Amount
Cabot Purification - Marshall, TX	Activated Carbon (Powdered)	\$960,000.00
JCI Jones Chemicals - Sarasota, FL	Chlorine	\$155,700.00
Univar USA Inc. - Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	\$ 72,000.00
Tanner Industries, Inc. - Southampton, PA	Anhydrous Ammonia	\$ 74,880.00
Chemtrade Chemicals US, LLC - Parsippany, NJ	Aluminum Sulfate	\$508,300.00
Univar USA Inc. - Downers Grove, IL	Sodium Hydroxide/Caustic	\$106,650.00
Polytec, Inc. - Mooresville, NC	Liquid Lime (Calcium Hydroxide)	\$224,000.00
Carus, LLC - Peru, IL	Blended Phosphate /Corrosion Inhibitor	\$100,100.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$ 29,120.00
Southern States Chemical, Inc. - Savannah, GA	Liquid Sulfuric Acid 78%	\$ 64,200.00
		Total: \$ 2,294,950.00

Metro Wastewater Treatment Plant		
Vendor/Location	Description	Requested Amount
JCI Jones Chemicals - Sarasota, FL	Sodium Hypochlorite, 12% or 15%	\$672,500.00
Southern Ionics, Inc. - West Point, MS	Sodium Bisulfite	\$310,000.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$850,000.00
		Total: \$1,832,500.00

12. Council is asked to approve an Agreement for Project SS7554; Harbison #4 Pump Station Improvements and Force Main Replacement Project, as requested by Columbia Water. Award to Constantine Engineering, Inc. in the amount of \$70,400.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects Harbison #4 Pump Station and Force Main (5529999-SS755401-658650). The original budget amount is \$70,400.00.

This is a Mentor Protégé Program Project. Constantine Engineering, Inc. of Columbia, SC is the Mentor and will provide project management services at 75.3% (\$53,020.00) of the total contract amount. Rohadfox Construction Control Services Corp., a Minority Business Enterprise of Columbia, SC, is the Protégé and will assist the project manager with the preliminary engineering report at 20% (\$14,080.00) of the total contract amount.



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The following subconsultant will provide additional services:

Steadman & Associates of Columbia, SC will provide surveying services at 4.7% (\$3,300.00) of the total contract amount.

13. Council is asked to approve Construction Change Order #1 for Project WM4522; Citywide Water Main Repairs Lot #2, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in the amount of \$75,096.10. This firm is located in Marietta, GA.

Funding Source: Engineering - Water System Improvements Special Projects (5516220-638500). The original budget amount for this change order is \$75,096.10. The total revised contract amount is \$438,622.45.

This is a Mentor Protégé Program project. North American Pipeline Management, Inc. of Marietta, GA is the mentor and will be performing pipe work, trucking and restoration services at 79.9% (\$350,386.01) of the total contract value. Southern Roots Landscape Management, Inc., a Local Business Enterprise of Columbia, SC, is the protégé and will be performing water line construction at 20.1% (\$88,236.44) of the total contract value.

14. Council is asked to approve the purchase of a New Holland Cab Tractor with HVAC for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Blanchard Machinery using the SC State Contract in the amount of \$83,095.20. This vendor is located in Columbia, SC.

Funding Source: Utilities Wastewater Maintenance Machinery Equipment - Capital (5516205-658300). The original budget amount is \$83,095.20.

15. Council is asked to approve an Agreement for Project SS7546; Mallard Pointe Force Main Replacement, as requested by Columbia Water. Award to Chao and Associates, Inc. in the amount of \$99,135.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects Mallard Pointe Force Main Replacement (5529999-SS754601-658650). The original budget amount is \$99,135.00.

This is a Mentor Protégé Program Protégé Only Project. Chao and Associates, a Minority Business Enterprise of Columbia, SC., is the Protégé and will provide technical consulting, engineering, design, permitting, and construction administration services at 100% (\$99,135.00) of the total contract.

16. Council is asked to approve an Agreement for Project SS7547; Yacht Cove Force Main Replacement Project, as requested by Columbia Water. Award to DESA, Inc. in the amount of \$104,200.00. The firm is located in Columbia, SC.



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Funding Source: Water and Sewer Capital Projects Yacht Cove Force Main Replacement (5529999-SS754701-658650). The original budget amount is \$104,200.00.

This is a Mentor Protégé Program Protégé Only Project. DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the Protégé and will provide design, permitting, and construction administration services at 90.4% (\$94,210.00) of the contract value.

The following subconsultant will provide additional services:

Chao Engineering, Inc., a Minority Business Enterprise of Columbia, SC, will provide surveying services at 9.6% (\$9,990.00) of the contract value.

17. Council is asked to approve Construction Change Order# 12 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to M.B. Kahn Construction Co. Inc., a Local Business Enterprise, in the amount of \$102,519.71. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects; Digester 1-5 Improvements at MWWTP (5529999-SS725302-658650). The original budget amount for this change order is \$102,519.71. The total revised contract amount is \$22,441,666.29.

This is a Subcontractor Outreach Program project. The contract has subcontractor services provided at 26.1% (\$5,860,677.00) of the total revised contract value.

18. Council is asked to approve an Agreement for Project SS7548; Shady Lane Force Main Replacement, as requested by Columbia Water. Award to 4D Engineering in the amount of \$119,515.00. The firm is located in Lexington, SC.

Funding Source: Water and Sewer Capital Projects Shady Lane Force Main Replacement (5529999-SS754801-658650). The original budget amount is \$119,515.00.

This is a Mentor Protégé Program Protégé Only Project. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the Protégé and will provide project management, design, permitting, construction services, and project closeout at 90.5% (\$108,215.00) of the contract value.

The following subconsultant will provide additional services:

GEL Engineering of Lexington, SC will provide surveying services at 9.5% (\$11,300.00) of the contract value.

19. Council is asked to approve an Agreement for Project SS7549; Woodlands Force Main Replacement, as requested by Columbia Water. Award to Highfill Infrastructure Engineering, PC in the amount of \$182,050.00. The firm is located in Columbia, SC.



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Funding Source: Water and Sewer Capital Projects Woodlands Force Main Replacement (5529999-SS7524901-658650). The original budget amount is \$182,050.00.

This is a Mentor Protégé Program Protégé Only Project. Highfill Infrastructure Engineering, PC of Columbia, SC is the Protégé and will provide project management, design, permitting, construction administration services, and project closeout at 77.3% (\$140,650.00) of the contract value.

The following subconsultants will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide subsurface utility engineering services at 8.2% (\$14,950.00) of the contract value.

S&ME, Inc. of Columbia, SC will provide geotechnical services at 5.2% (\$9,500.00) of the contract value.

Summit Engineering Group, Inc. of Columbia, SC will provide surveying services at 9.3% (\$16,950.00) of the contract value.

20. Council is asked to approve Contract Amendment #4 for Project SS7462; Investigation of the Crockett Road, Atlas Road, and Versch Lock Lift Stations, as requested by Columbia Water. Award to Constantine Engineering, Inc., in the amount of \$289,454.00. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects, Crockett, Atlas, Versch Lift Stations (5529999-SS746201-658650) & (5529999-SS738420-658650). The original budget amount for this amendment is \$289,454.00. The total revised contract amount is \$351,954.00.

This is a Mentor Protégé Program Project. Constantine Engineering, Inc. of Columbia, SC is the Mentor and will provide final design and construction services at 66.0% (\$191,163.00) of the amendment amount of \$289,454.00. Rohadfox Construction Control Services, a Minority Business Enterprise of Columbia, SC, is the Protégé and will assist with design and construction administration services at 20.0% (\$57,891.00) of the amendment amount.

The following Subcontractors will provide additional services:

Steadman & Associates of Columbia, SC will provide surveying and preparation of easement plats at 3.3% (\$9,500.00) of the amendment amount.

Howard Engineering of Marietta, SC will provide electrical design services at 4.2% (\$12,200.00) of the amendment amount.

Terracon Consultants of Greenville, SC will provide geotechnical services, including soil borings and wetland permitting services at 4.8% (\$13,900.00) of the amendment amount.

K&P Engineering of Lexington, SC will provide structural design services at 1.7% (\$4,800.00) of the amendment amount.



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21. Council is asked to approve Contract for Project SS750603; Gills Creek at Devine Street Sanitary Sewer Replacement. Award to Hammerhead Utilities, LLC in an amount not to exceed \$921,518.40, which includes contingency. This firm is located in Columbia, SC.

Funding Source: 2015 Flood Recovery / FEMA Grant Control (2539999-SS750603-638400). The original budget amount is \$1,000,000.00.

This is a FEMA project for 2015 Flood Recovery.

Hammerhead Utilities, LLC of Columbia is the prime contractor and will be performing sanitary sewer replacement at 76.7% (\$642,244.00) of the total contract value.

The following subcontractors will be providing the following services:

Hammer Construction, a Minority Business Enterprise (W) of Columbia, SC, will be providing concrete placement and restoration at 3.8% (\$32,000.00) of the total contract value.

Sandlapper Surveying of Gilbert, SC will be providing surveying at 0.4% (\$3,500.00) of the total contract value.

Xylem Inc. of Summerville, SC will be providing bypass pumping at 19.1% (\$160,000.00) of the total contract value.

22. Council is asked to approve an Agreement for Project SS7535; Olympia Sanitary Sewer Rehabilitation & Relocation Project, as requested by Columbia Water. Award to Michael Baker International, Inc. in the amount of \$1,082,895.00. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects Olympia Sewer Rehab/Reloc (5529999-SS753501-658650). The original budget amount is \$1,082,895.00.

This is a Mentor Protégé Program Project. Michael Baker International, Inc. of Columbia, SC is the Mentor and will provide project administration, field reconnaissance, survey, mapping, and construction administration services at 51.6% (\$558,394.00) of the contract value. Highfill Infrastructure Engineering, PC of Lexington, SC is the Protégé and will provide engineering services at 20.0% (\$216,896.00) of the contract value.

The following subconsultants will provide additional services:

Case Consulting, a Minority Business Enterprise of West Columbia, SC, will provide construction and project administration services at 2.0% (\$21,450.00) of the contract value.

GEL Solutions, LLC, of Charleston, SC will provide subsurface utility engineering services at 6.6% (\$71,000.00) of the contract value.



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Hydrostructures of Cayce, SC will provide closed circuit television and sanitary sewer evaluation survey at 2.3% (\$25,000.00) of the contract value.

F&ME Consultants, LLC of Columbia, SC will provide geotechnical services at 7% (\$75,405.00) of the contract value.

Steadman & Associates of Columbia, SC will provide surveying services at 10.6% (\$114,750.00) of the contract value.

23. Council is asked to approve an Agreement for Project WM3925; Rosewood Area Water System Improvements, as requested by Columbia Water. Award to Hussey Gay Bell in the amount of \$1,685,000.00. The firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects Rosewood Area Waterline Replacement (5529999-WM392501-658650). The original budget amount is \$1,685,000.00.

This is a Mentor Protégé Program Project. Hussey Gay Bell of Columbia, SC is the Mentor and will provide survey, design, permitting, construction administration, and observation at 69.7% (\$1,173,900.00) of the contract value. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the Protégé and will provide design support at 20% (\$337,000.00) of the contract value.

The following subconsultant will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide subsurface utility engineering services at 10.3% (\$174,100.00) of the contract value.

24. Council is asked to approve Contract Amendment #3 for Project SD832502; Shandon Drainage Study Phase II, as requested by Columbia Water. Award to Cox & Dinkins in the amount of \$2,304,740.00. This firm is located in Columbia, SC.

Funding Source: Stormwater Improvement Capital Project Control Shandon Phase 2 (5549999-SD832502-658650). The original budget amount for this contract amendment is \$2,304,740.00. The total revised contract amount is \$2,685,060.00.

This is a Mentor Protégé Program Project. Cox and Dinkins of Columbia, SC is the Mentor and will provide the final design, bidding, award administration, and construction administration for the improvements proposed in the Shandon Drainage Study Phase II at 67.0% (\$1,543,728.00) of the amendment amount. PCEG, LLC, a Minority Business Enterprise (W) of Irmo, SC, is the Protégé and will provide engineering, design, and construction administration services at 23.3% (\$537,012.00) of the requested amendment amount.



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The following subcontractors will provide additional services:

F&ME Consultants of Columbia SC will provide geotechnical engineering services at 2.4 (\$55,000.00) of the amendment amount.

LCK, LLC of Columbia, SC will provide cost estimating services at 1.4% (\$32,000.00) of the amendment amount.

Survey and Mapping, LLC of Columbia, SC will provide subsurface utility engineering at 3.5% (\$80,000.00) of the amendment amount.

PCS, LLC, a Minority Business Enterprise (W) of Columbia, SC, will provide Certified Erosion Prevention Sediment Control Inspector (CEPSCI) / Stormwater Pollution Prevention Plan (SWPP) services at 0.9% (\$20,000.00) of the amendment amount.

Pace Engineering, LLC of Columbia, SC will provide FEMA permitting services at 1.0% (\$22,000.00) of the amendment amount.

JMT of West Columbia, SC will provide FEMA permitting at 0.7% (15,000.00) of the amendment amount.

25. Council is asked to approve a Contract for Project SS736301; Smith Branch Sewer/Sub Basin 03 Sewer System Evaluation Study and Rehabilitation, as requested by Columbia Water. Award to North American Pipeline Management (NAPM), Inc. in an amount not to exceed \$8,018,967.00, which includes contingency. This firm is located in Greenville, SC.

Funding Source: Water and Sewer Capital Projects, Capital Project Costs (5529999-SS736301-658650). The original budget amount is \$8,565,579.00.

This is a Local Business Enterprise (LBE) and a Columbia Disadvantaged Business Enterprise (CDBE) project. The CDBE goal for this project is 20%. NAPM will be performing sewer rehab work at 56% (\$4,124,183.00) of the total contract value.

The following subcontractors will be providing the following services:

L.A. Barrier & Son, a CDBE and Minority Business Enterprise (W) of Lexington, SC will be providing trucking, asphalt, and flowable fill at 20% (\$1,426,514.00) of the total contract value.

Granite Inliner of Tucker, GA will be providing CIPP lining at 15% (\$1,062,581.00) of the total contract value.

BLD Services of Kenner, LA will be providing CIPP Point Repairs and Lateral CIPP at 6% (\$448,150.00) of the total contract value.



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Culy Contracting of Winchester, IN will be providing Manhole Rehab at 3% (\$228,542.00) of the total contract value.

26. Council is asked to approve a Contract for Project SS733702; East Rocky Branch Sanitary Sewer Improvements Phase II, as requested by Columbia Water. Award to S. J. Louis Construction Co., Inc. in an amount not to exceed \$17,839,800.00, which includes contingency. This firm is located in Rockville, MN.

Funding Source: CIP Improvement Fund / Water and Sewer Capital Project (5529999-SS733702-658650). Additional funding is coming from Unforeseen and Miscellaneous Projects (5529999-SS728801-658650) in the amount of \$438,152.00. The original budget amount is \$17,401,648.00.

S. J. Louis Construction Co., Inc., the prime contractor, will be performing sanitary sewer improvements at 95.7% (\$15,524,000.00) of the total contract value. This project was bid as a Columbia Disadvantaged Business Enterprise program project. Due to the urgency of the project as a result of regulatory compliance, the City Manager does not recommend applying the CDBE goals.

The following subcontractors will be providing the following services:

L.A. Barrier & Sons, Inc. of Lexington, SC, a Minority Business Enterprise (W), will be providing hauling/disposal services at 4.0% (\$650,000.00) of the total contract value.

Asphalt Paving & Maintenance Co., Inc. of West Columbia, SC will be providing asphalt services at 0.3% (\$44,000.00) of the total contract value.

27. Ordinance No.: 2020-056 An Ordinance to Authorize the Renewal and Extension of the Letter of Credit Securing the \$81,860,000 Original Principal Amount of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, and to Approve the Form and Terms of, and Authorize the Execution of, a First Amendment to Letter of Credit and Reimbursement Agreement and other Agreements as Necessary or Desirable; and Other Matters Related Thereto

First reading approval was given on June 16, 2020.



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28. Ordinance No.: 2020-058 Authorizing the City Manager to execute Amendment No. 6 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

First reading approval was given on June 16, 2020.

ORDINANCES - SECOND READING

29. Ordinance No.: 2020-057 Authorizing the City Manager to execute an Agreement Regarding the Use of the Segra Park Capital Fund between the City of Columbia and Hardball Capital, LLC for the planned multi-use entertainment facility in the Bull Street Development

First reading approval was given on June 16, 2020.

ORDINANCES - FIRST READING

30. Ordinance No.: 2020-049 Granting an encroachment to 401 Heyward Street, LLC for the use of the right of way area of the 400 and 500 blocks of Heyward Street for the installation and maintenance of landscaping and irrigation adjacent to 401, 425, 501, and 525 Heyward Street, Richland County TMS#08816-12-13, 08816-12-14, 08816-13-14, and 08816-13-15
31. Ordinance No.: 2020-051 Granting an encroachment to South Carolina Automobile Dealers Association for the use of the right of way area of the 1400 block of Pulaski Street for the installation and maintenance of a brick retaining wall adjacent to 1410 Pulaski Street, Richland County TMS#09009-10-02
32. Ordinance No.: 2020-069 Granting MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places



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RESOLUTIONS

33. Resolution No.: R-2020-067 Authorizing the City Manager to execute an Intergovernmental Agreement between the City of Columbia and the Columbia Housing Authority for Environmental Studies
34. Resolution No.: R-2020-069 Authorizing the purchase of a 0.21 acre (9044.50 SF) alleyway located on the southern side of Blossom Street, Richland County TMS#11307-03-10 (p) from Edens Properties, LLC; CF#251-115, East Rocky Branch, Phase I Sanitary Sewer Improvements; CIP Project #SS7337-01; CF#250-421
35. Resolution No.: R-2020-070 Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2020-2021
36. Resolution No.: R-2020-071 Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center for Fiscal Year 2020-2021
37. Resolution No.: R-2020-072 Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2020-2021
38. Resolution No.: R-2020-073 Authorizing the City Manager to execute a Professional Services Extension Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands for Fiscal Year 2020-2021
39. Resolution No.: R-2020-075 Authorizing the City Manager to execute a Sixth Lease Amendment between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 13,647 square feet located in the basement of 1225 Lady Street

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

40. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 156 Island View Circle; TMS# 28907-01-09

Ordinance No.: 2020-064 Annexing and Incorporating 156 Island View Circle, Richland County TMS# 28907-01-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JULY 21, 2020

Council District: 4

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

Applicant: Carroll and Tomothy Edmond

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

41. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 1.7 acres, County Line Trail; TMS# 31700-01-06

Ordinance No.: 2020-065 Annexing and incorporating 1.70 acres, County Line Trail, Richland County TMS #31700-01-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Development District (D-1). The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County

Applicant: Mulberry Hall Properties, LLC / Sandy Oaks Development

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

42. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 18.02 acres, County Line Trail, TMS# 28900-01-18 (portion; formerly portion of TMS# 31700-01-04, plat recorded at Book 2477 Page 1866 in the Richland County ROD on 03/16/2020)

Ordinance No.: 2020-066 Annexing and Incorporating 18.02 acres, County Line Trail, Richland County TMS# 31700-01-04 (p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JULY 21, 2020

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

43. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 20.74 acres, County Line Trail; TMS# 28900-01-35

Ordinance No.: 2020-067 - Annexing and Incorporating 20.74 acres, County Line Trail, Richland County TMS# 28900-01-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

44. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 2125 Apple Valley Road; TMS# 07502-01-03

Ordinance No.: 2020-060 Annexing and Incorporating 2125 Apple Valley Road, Richland County TMS# 07503-01-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.



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Applicant: Marguerite W. Sanders

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

45. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 4521 Broad River Road; TMS# 06205-02-11

Ordinance No.: 2020-061 Annexing and incorporating 4521 Broad River Road, Richland County TMS #06205-02-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Light Industrial District (M-1). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Chloe F. Bailey / Pro Tow of Columbia, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

46. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 120 Metal Park Drive; TMS# 16200-04-12

Ordinance No.: 2020-062 Annexing and incorporating 120 Metal Park Drive, Richland County TMS #16200-04-12 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

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

Applicant: Metal Park Investors, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)



**COLUMBIA CITY COUNCIL MEETING AGENDA
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47. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 810 Sparkleberry Lane; TMS# 25705-11-09

Ordinance No.: 2020-063 Annexing and incorporating 810 Sparkleberry Lane, Richland County TMS #25705-11-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Neighborhood (Medium Density)/Mixed Use Corridor and zoned GC by Richland County

Applicant: Prime Storage Sparkleberry, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

48. ZONING MAP AMENDMENT Wheeler Hill PUD (0.23 acres E/S Rice St., 426 Pickens St., 425 Henderson St., 423 Henderson St., 421 Henderson St., 419 Henderson St., 1615 Rice St., 1613 Rice St., 1611 Rice St., 1605-07 Rice St., 1603 Rice St., 416 Pickens St., 418 Calway Aly., 429 Calway Aly., 424 Calway Aly., 428 Calway Aly., 0.12 acres N/S Calway Aly., 427 Calway Aly., 425 Calway Aly., 423 Calway Aly., 400 Calway Aly.(p), 407 Pickens St., 0.63 acres N/S Phelps St., 0.71 acres N/S Catawba St., 312 Pickens St., 314 Pickens St., 318 Pickens St., and approx. 0.5 acre of portion of Phelps St); TMS# 11307-12-09, 11307-13-01, 11307-13-03, 11307-13-04, 11307-13-05, 11307-13-06, 11307-13-14, 11307-13-15, 11307-13-16, 11307-13-17, 11307-13-18, 11307-13-21, 11307-13-22, 11307-13-23, 11307-13-24, 11307-13-25, 11307-13-26, 11307-13-27, 11307-13-28, 11307-13-29, 11307-13-30(p), 11307-14-07, 11307-18-05, 11307-19-01, 11307-19-06, 11307-19-07, 11307-19-08, and 11307-21-01(p);

Council District: 2 and 3

Proposal: Request to rezone the parcels from Planned Unit Development - Residential District (PUD-R) to General Residential District (RG-2)

Applicant: David Tuttle, Styx Wheeler Hill, LLC

Staff Recommendation: Approve

PC Recommendation: 06/01/2020; Approval (6-0)



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JULY 21, 2020

49. ZONING MAP AMENDMENT 3209 N. Beltline Blvd., TMS# 14004-01-09

Council District: 2

Proposal: Request to rezone the parcel from Single-Family Residential District (RS-2) to Office and Institutional District (C-1).

Applicant: Carey Shealy, Statewide Security Systems

Staff recommendation: Denial

PC Recommendation: 06/01/2020; First Motion (to deny the request): 3-3. Second Motion (to approve the request): 4-2

50. ZONING MAP AMENDMENT 1527 Lyon Street, NX1513 Lyon Street and 1510 Ontario Street (1513 Lyon Street), TMS# 11411-03-01, 11411-03-02, and 11411-03-03

Council District: 2

Proposal: Request to rezone the parcel from General Commercial District (C-3) to General Residential District (RG-2)

Applicant: LuCinda J. Herrera, Columbia Housing

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

51. FUTURE LAND USE MAP AMENDMENT CONFIRMATION 215 Bush River Road; TMS# 07308-01-07

Ordinance No.: 2020-068 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 215 Bush River Road; Richland County TMS# 07308-01-07; annexed by Ordinance No.: 2020-047 enacted June 2, 2020

Council District: 2

Proposal: Request to affirm land use classification of Urban Core Regional Activity Center (UCAC-3) following the annexation of the property. The property currently has interim classification of Urban Core Regional Activity Center (UCAC-3).

Applicant: Boozer Shopping Center, Inc.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JULY 21, 2020

Staff Recommendation: APPROVE

PC Recommendation: 05/04/2020: Annex, Assign Interim Land Use & Interim Zoning APPROVE (7-0)

52. ZONING MAP AMENDMENT CONFIRMATION 215 Bush River Road; TMS# 07308-01-07

Council District: 2

Proposal: Request to affirm zoning classification of General Commercial (C-3) following the annexation of the property. The property currently has interim classification of General Commercial (C-3).

Applicant: Boozer Shopping Center, Inc.

Staff Recommendation: APPROVE

PC Recommendation: 05/04/2020; Annex, Assign Interim Land Use & Interim Zoning APPROVE (7-0)

53. COLUMBIA COMPASS request to adopt Columbia Compass as the 10-year update to the City of Columbia's comprehensive plan, replacing TCP2018: The Columbia Plan.

Ordinance No.: 2020-028 Repealing in its entirety the City of Columbia Comprehensive Plan 2018 and subsequent amendments and replacing it with the Columbia Compass: Envision 2036

City Council Districts: All

Proposal: Request adoption of Columbia Compass, Envision 2036 as the 10-year update to the City of Columbia's comprehensive plan, replacing TCP2018: The Columbia Plan.

Applicant: John Fellows, Planning Administrator and Leigh DeForth, Comprehensive Planner

Staff Recommendation: Approval

PC Recommendation: 03/02/2020; Recommended Approval (7-0)

APPOINTMENTS

54. Design Development Review Commission

55. Planning Commission



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JULY 21, 2020

OTHER MATTERS

56. Council is asked to approve a 25 mph speed limit on select streets in the Rosewood and S. Kilbourne neighborhoods, as requested by the Public Works Department.

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

57. Council is asked to approve a four-way stop at the intersection of Waccamaw & Kiawah as requested by the Public Works Department

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

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

PUBLIC INPUT

EXECUTIVE SESSION

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

*COVID-19
Business Improvement District Renewal
City Holidays
Street Renamings*

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

*Automated Metering Infrastructure - proposed Contract Amendment
Landmark Consulting
Lamar Companies 207 Gervais Sign Location Lease
2221 Devine Street*

60. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

*Municipal Court
Development Corporations*



We Are Columbia

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

Marcus Davis v. City
Darris Hassell v City

ADJOURNMENT



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the April 21, 2020 and May 7, 2020 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- MN_04_21_2020 (PDF)
- MN_05_07_2020 (PDF)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 21, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Tuesday, April 21, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:08 p.m. and the following members of Council were present: The Honorable Sam Davis, 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. The Honorable Tameika Isaac Devine joined the meeting at 2:50 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

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

CONSENT AGENDA ITEMS 1 THROUGH 6

Upon a single motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 1** through **6**.

1. Council is asked to approve the purchase of Trend Micro Annual Renewal, as requested by the Information Technology Department. Award to SHI International Corporation, using the Omnia Partners, Public Sector Cooperative Contract in the amount of \$55,193.91. This vendor is located in Piscataway, NJ. – *Approved*

Funding Source: Information Technology-Maintenance & Service Contract (1011120-638200). The original budget amount is \$48,427.00. Additional funding will come from Information Technology-Maintenance & Service Contract (1011120-638200) to cover the shortfall.

Attachment: MN_04_21_2020 (6077 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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2. Council is asked to approve the purchase of services to Rebuild Two Grinders at the Saluda River and Broad River Pump Stations, as requested by Columbia Water. Award to JWC Environmental as a Sole Source in the amount of \$135,101.98. This vendor is located in Santa Ana, CA. – *Approved*

Funding Source: Utilities Metro Wastewater Plant; Machinery & Equipment-Capital (5516208-658300). The original budget amount is \$160,000.00.

3. Council is asked to approve Repair and Replacement of the Existing Sludge Clarifier/Thickener for the Canal Water Treatment Plant, as requested by Columbia Water. Award to Evoqua Technologies, LLC as a Sole Source in the amount of \$279,730.00. This vendor is located in Waukesha, WI. – *Approved*

Funding Source: Utilities Columbia Canal WTP; Equipment Repair /Service Supply (5516206-631800). The original budget amount is \$350,000.00.

4. Council is asked to approve Contract Amendment #5 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$421,982.00. This firm is located in Perry, GA. – *Approved*

Funding Source: Lake Murray Water Plant Utilities (5516207-WM432601-638305) at 50% and Columbia Canal Water Plant Utilities (5516206-WM432601-638305) at 50%. The original budgeted amount is \$422,000.00. The revised total contract amount is \$2,104,970.00.

The Utility Service Company, Inc. will provide renovation, painting, and prevention maintenance services for the City's water storage facilities at 71.6% (\$301,982.00) of the contract amendment value. This is year 6 of a potential 9-year agreement. The following subcontractors will provide additional services:

Nordic Tank & Tower of Menahga, MN will provide blast/paint labor services at 14.2% (\$60,000.00) of the contract amendment value.

Semper Fi Steel of La Grange, KY will provide blast/paint labor services at 14.2% (\$60,000.00) of the contract amendment value.

Attachment: MN_04_21_2020 (6077 : Approval of Meeting Minutes)



We Are Columbia

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5. Council is asked to approve a Contract for Project WM3688; Longwood Road Waterline and Pineview Road Pressure Reducing Valve Installation Services, as requested by Columbia Water. Award to McClam & Associates in an amount not to exceed \$1,271,782.50, which includes contingency. This firm is located in Little Mountain, SC. – *Approved*

Funding Source: Water & Sewer Improvements (5529999-WM368801-658650). The original budget amount is \$1,533,700.00.

This is a Mentor Protégé Program project. McClam & Associates, Inc., a Local Business Enterprise of Little Mountain, SC is the Mentor and will be performing water line installation at 30% (\$331,662.50) of the total contract value. Brett Reeder Construction, Inc. of Gilbert, SC is the Protégé and will be performing the PRV (pressure reducing valve) installation at 20% (\$215,515.00) of the total contract value.

The following subcontractors/suppliers will be providing additional services/supplies:

Carroll Enterprises, LLC of Walterboro, SC will be providing directional drilling at 7% (\$73,800.00) of the total contract value.

Horizontal Unlimited of Westminster, SC will be providing jack and bore services at 2% (\$16,200.00) of the total contract value.

Fortiline of Columbia, SC will be providing supplies at 41% (\$434,605.00) of the total contract value.

6. Ordinance No.: 2020-035 Amending Ordinance 2019-078 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2020 – *First reading approval was given on April 7, 2020 - Approved on second reading.*

Attachment: MN_04_21_2020 (6077 : Approval of Meeting Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 21, 2020

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said we need to spend as much time as possible on a thoughtful and data driven approach to answer the when and the how we start communicating to our citizens to start fully partaking in opening back the economy. We have some challenges statewide regarding testing, we are behind. What role can we play in helping our citizens be comfortable in fully participating in the economy? while still helping our businesses? How can we leverage our partnerships to help more businesses get access to testing? Businesses need to be committed to enhanced disinfecting of shared surfaces and the use of social distancing guidelines. I also encourage good sick leave policies for employees. We know that social distancing has helped decelerate the growth of the virus but at the same time social distancing is economically ruinous. This is not meant to be a permanent option. We have to think about how to help people ease back by strongly supporting our local businesses. We need to discuss ways in which we can facilitate that thoughtful transition and the when and how to engage by paying close attention to the data. I am happy in the collective leadership we have showed. It is our job to try and figure out how we can give people assurances in an unbiased way, with the primary goal of keeping our citizens and their families safe and making sure we also have a strong economy to keep a roof over our heads.

- *Fiscal Year 2020/2021 Revised Budget Schedule - Ms. Missy Caughman, Budget and Program Management Director*

Ms. Missy Caughman, Budget and Program Management Director said we are proposing some revisions for the budget schedule in order to meet the June 30, 2020 deadline. In order to do that we have had the challenge of making our revenue projections in order to be able to balance and prepare the budget. We are proposing a schedule that would require some changes to what we had previously presented. We had scheduled the budget to be advertised after the May 12, 2020 meeting. We are now asking that it be on the May 19, 2020 meeting. The public hearing will be advertised on June 1, 2020 and on June 16, 2020 will be the public hearing and first reading. We are asking that June 23, 2020 be considered as an extra meeting for second reading and final adoption of the budget. This will give us extra time to review everything we have. Everything is still subject to change.

Attachment: MN_04_21_2020 (6077 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 21, 2020**

- *A Resilient Columbia: Economic Sustainability Plan Update - Ms. Melissa Lindler, Office of Business Opportunities Director*

The Honorable Tameika Isaac Devine joined the virtual meeting.

Ms. Melissa Lindler, Office of Business Opportunities Director said we received 880 applications in the portal as of the deadline. There was a great sense of urgency across departments. We made sure to provide assistance and to refer those businesses that we could not assist to other areas and the Small Business Administration. We used Zoom Grants to conduct our application process. As of April 15, 2020, 388 completed applications were received. Of those applications, 34 were declined because either they were franchises or they were not within the city limits. We have awarded 220 applicants, totaling \$999,750 in funds. We have exhausted the funds. Of the 134 completed applications remaining, 103 have been reviewed and funding has been recommended. The rest are in the review process. The need is great and we made sure we fairly evaluated all proposals, not knowing we wouldn't be able to fund everyone and to also understand the needs of our small business community in the present. The dollar amounts awarded by Council District are: District 2 received \$533,600 (53.3%), District 3 received \$238,850 (23.9%), District 1 received \$182,900 (18.3%), and District 4 received \$44,400 (4.4%). Most of our loan awardees were restaurants. We also gave loans to doctors, engineers, and lawyers. This virus has touched everyone and you can see the diversity of businesses in our community.

Councilor Rickenmann asked how the funding was spread between all the types of businesses.

Ms. Melissa Lindler, Office of Business Opportunities Director said the funds were done on a first-come first-served basis. We did look at the budgets they submitted and the rent amounts in their areas. You might have the same type of business but one might be located in an area where the rent is lower so they might not have received the same amount as another business in another area. We wanted it to be fair and that is also reflective in the amounts we gave out. Out of the 1,370 survey responses that we received, we found that 45.5% of our loan recipients have been in existence for more than ten years. The average award that was made was \$4,500 and the award that was made most frequently was \$5,000. Awards ranged from \$1,000 to \$8,000.

Councilor McDowell asked what documentation the applicants had to submit.



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Ms. Melissa Lindler, Office of Business Opportunities Director said they had to have a business license, the most current tax return (2018 or 2019), a copy of financial statements showing revenue and expenses for 2019, and financial statements showing revenue and expenses from January to March of this year so we could do a comparative analysis to see if there was a change in the revenue. A criteria was that you had to show a drop in revenue of at least 30%. In the application we wanted to know whether or not the number of employees was going to change. Prior to COVID-19, 3.2% of businesses had zero employees. After COVID-19, 21.4% have zero employees. This is a drastic change. We wanted to capture where the amounts were awarded by association. Minority and minority veterans received \$408,000 at 37.7%, non-minority women received \$168,150 at 18.6%, and non-minority non-veterans received \$423,600 at 43.6%. Out of the 220 awards, 198 receipts have submitted the required paperwork and 22 are outstanding. As of yesterday morning, finance processed 137 checks. We have received a lot of positive feedback and people are grateful that we are getting this money out the door. The majority of the funds will be used for payroll at 33.5% and the next category was business rent/lease at 32.8%. Richland County is meeting today to discuss their criteria for the Rapid Response and Emergency Relief Program for small businesses. They used our template and we helped them set their process up. We are doing that with different cities across the state including Florida. The U.S. Small Business Administration (SBA) funding has a lapse in appropriations for the Emergency Injury Disaster Loan (EIDL) and Payroll Protection Program (PPP). It was stated today that hopefully congress will pass additional funding of \$370 billion, \$310 billion is going to the PPP and \$10 billion going to EIDL.

Councilor Rickenmann said it will be a good idea to formulate a letter to our delegation and governor saying it's time to put that hard earned money, that a lot of our businesses helped put into the surplus, back into their pockets so they can grow and get back in business.

Ms. Melissa Lindler, Office of Business Opportunities Director said we have a loss loan reserve fund setup that you all approved. Due to the SBA's funding and other future federal appropriations underway, available funds should be redirected to our Small Business Stabilization Forgivable Loan Program to provide assistance to those small businesses that have not been able to access SBA funding and to continue our efforts in providing immediate relief to our small business community.

Mayor Benjamin said I want to make sure if we have the ability to use CDBG funding or other funding that we set some aside to help businesses transition into the new normal. Congratulations to the whole team for making all these happen.

Attachment: MN_04_21_2020 (6077 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
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PUBLIC HEARING

Council opened the Public Hearing at 3:24 p.m.

8. Community Development Block Grant Mitigation (CDBG-MIT) Final Draft Action Plan - Ms. Gloria Saeed, Community Development Director – *Approved*

Ms. Gloria Saeed, Community Development Director announced that the Coronavirus Aid, Relief, and Economic Security (CARES) Act was approved by Congress and signed into law on March 27, 2020. The City will be receiving \$611,921 in CDBG and \$220,838 in Housing Opportunities to Persons with AIDS (HOPWA). There is a federal register that is forthcoming that will give us more guidelines and the regulations so we can make sure we are designing those programs to fit the public as HUD intends. Unlike our regular CDBG funding in prior years, this pot of money will require that the grantee have provisions to prevent the duplication of benefits. The data being gathered will be very beneficial so we can make sure we are not funding businesses for the same need and dollars they have already received. Eligible activities to support Coronavirus and other infectious disease responses include buildings and improvements; public facilities; assistance to businesses, which include special economic development assistance; increased public services; and capacity building and technical assistance.

Mayor Benjamin asked if there is any guidance around how the special economic development assistance will look.

Ms. Gloria Saeed, Community Development Director said there is some brief information available so far. With the assistance to businesses, the funds can be used to provide grants or loans to support businesses or business expansion to create jobs or manufacture medical supplies necessary to respond to an infectious disease. Some of the money is going to be very specific to the Coronavirus but at the same time there will be opportunities to fund businesses to avoid business closures related to social distancing and provide short-term working capital assistance to businesses to enable job retention.

Councilor Duvall asked if the funds can be used for testing in low moderate income neighborhoods.

Ms. Gloria Saeed, Community Development Director said under public services it does say that the funding can be used to provide testing, diagnosis, or other services at a fixed or mobile location. That is something we can look into in terms of designing that type of program and who will implement it. We are currently in the public comment period of our Community Development Five-Year Plan and the annual plan which is to be submitted before May 15, 2020. Our goal when



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 21, 2020**

the plan is submitted is to continue to work with various city departments. We talked about doing some type of community survey to get feedback on the needs as we design these programs. Also included in the plan is the analysis of impediments to fair housing. The goal is when HUD approves the plan, we will have done our due diligence in coming up with potential programs that we can immediately put into place to do a substantial amendment. One of the changes with this funding is they have reduced the public comment period from 30 days to 5 days. We will make sure we clearly understand the process and ensure the public does have the ability to provide comments to get the substantial amendment resubmitted. The goal is to have programs funded and contracts written so the money can begin being deployed in August. We briefed Council on the CDBG-MIT program in February. The City has received \$18,585,000 in Community Development Block Grant funds for mitigation (CDBG-MIT). The mitigation says that this fund should be used for activities that increase resilience to disasters and reduce or eliminate long-term risk of loss of life, injury, damage to and loss of property, suffering and hardship by lessening the impact of future disasters. The projects funded must in some way provide: safety and security, food, water, and/or shelter, health and medical, energy (power and fuel), communications, transportation, and hazardous materials. A lot of the programs proposed for funding have been researched based on data in terms of impacts and needs for the community. The Columbia Canal Head Gates and Lock Gate was one of the projects proposed for \$8,000,000. The Olympia Fire Station Replacement was also proposed for \$7,000,000. We have added an additional project which is Critical Facility Generators in the amount of \$950,000. We are including \$1,705,750 in planning activities that will cover planning oversight and monitoring and \$929,250 for administration. These projects will also serve areas that are at least 50% low to moderate income.

Mr. Mickey Folsom, Assistant Fire Chief said in 1996 the City purchased a florist shop that was built in 1974 to serve as a firehouse in the Olympia downtown corridor. This project will serve predominantly low to moderate income residential areas and provide a modern facility that will be able to resist extreme weather events and insure critical response. This will also provide the ability to house additional emergency response units. This will help accommodate future growth. This building will have a back-up generator to provide power for long periods of disaster.

Mr. Gregory Tucker, Special Projects Administrator said the canal head gates supply drinking water and fire protection to about half of the City of Columbia. The head gates are a critical component in continuing an adequate supply of water for fire protection, as well as supply for safe drinking water. The infrastructure serves five hospitals, the regions only Level 1 Trauma Center, six major universities and colleges, Fort Jackson, McEntire Joint National Guard Base, State Capital, and Federal facilities within the city. It also features the elements which help control the water for the Columbia Hydro Facility that provides 10 megawatts of green energy. We believe this is a worthy project and will prevent future disasters.

Attachment: MN_04_21_2020 (6077 : Approval of Meeting Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 21, 2020

Ms. Missy Gentry, Assistant City Manager for Development said we added generators in critical facilities. One will be for the Columbia Police Department Headquarters and the other for Fleet Services. While we have experienced power loss in the past and have been able to overcome them, it will be easier to operate with no problems. It will ensure the city can sustain vital police and fire operations and back of house support for those emergency services that are critical to sustaining city safety and security.

Ms. Gloria Saeed, Community Development Director said we are approaching the end of our public engagement. The last day to submit public comments is April 30, 2020. The deadline to submit the Mitigation Action Plan is May 2, 2020.

Council closed the Public Hearing at 3:51 p.m.

No one appeared in support of or in opposition to the Community Development Block Grant Mitigation Action Plan.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve the Community Development Block Grant Mitigation (CDBG-MIT) Final Draft Action Plan.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to appropriate \$400,000 from the Loss Loan Reserve Fund to the Small Business Stabilization Fund to be available for businesses that meet the City of Columbia's criteria and have not received funding from the Small Business Administration.

PUBLIC INPUT

Mayor Benjamin and the members of City Council reviewed and responded to public comments that were submitted online and via email. For more information refer to this video link: https://youtu.be/4VvQeej_Tl0

Attachment: MN_04_21_2020 (6077 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 21, 2020**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 4:04 p.m. for the discussion of **Item 9**, subject to adding the discussion of negotiations incident to proposed contractual arrangements relating to COVID-19.

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

Legal advice pertaining to COVID-19 and City Operations

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to adjourn the meeting at 4:48 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

Attachment: MN_04_21_2020 (6077 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, MAY 7, 2020**

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Thursday, May 7, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 12:16 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 Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tem 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 as outlined.

EMERGENCY ORDINANCE

1. Ordinance No.: 2020-044 An Emergency Ordinance extending the temporary suspension of operating procedures of City Council Meetings and City Boards and Commissions Meetings - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Ordinance No.: 2020-044 An Emergency Ordinance extending the temporary suspension of operating procedures of City Council Meetings and City Boards and Commissions Meetings.

RESOLUTION

2. Resolution No.: 2020-059 City of Columbia Policy Statement on Social Distancing - *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, MAY 7, 2020**

Mayor Benjamin said this resolution is setting a clear statement on behalf of the City and our leaders. We are dealing with a generational threat as it relates to the pandemic. We have not seen a deceleration of cases in the Midlands. We are trying to find ways to make it clear to our citizens that we are sympathetic to the challenges our businesses are facing. Many of our businesses will be faced with the prospects of opening even when it may not feel totally comfortable. We remain committed to the idea to set the stage for people to safely reenter society, shop safely, and engage in commerce safely. This statement says that we support continuing to social distancing. As we reenter society we need to do it responsibly and doing so by giving our businesses some guidance. We have a task force working on guidelines for business reopenings and to provide advice to Council. Some of the recommendations that have come out of AccelerateSC have been helpful. I asked for a written version that we can share broadly. This particular resolution is underscoring how important it is to continue to engage in social distancing until we see a true deceleration of cases.

Councilor Devine said there is no clear direction in opening up and easing back into society. There is still a threat and we need to continue following the guidelines. This Council has continued to be a leader in addressing this unprecedented situation we are all in. At least this resolution makes it clear that although businesses will be opening up, this does not mean that you go back to normal. In the absence of some type of guidance, people are making decisions that are putting themselves and others in harm's way. I commend the businesses that have implemented safeguards to make sure that their customers, staff, and everyone else are safe. We need to constantly monitor the situation and implement policies to give support as we transition.

Councilor Rickenmann said the COMET received \$15 million to help combat this and they need to make sure they have the same type of guidelines. This needs to be equal for everyone. These guidelines will help to open businesses safely. We have received positive reports from all of our staff. Both chiefs have done an incredible job. I think we are on the right track.

Councilor Davis said hopefully through this resolution we are going to separate ourselves locally in terms of stepping forward to do what we can to clear up some of the confusion and misunderstanding over the guidelines. I hope the business groups continue to be supportive and help us with any form of guidance that can make our intentions clearer and show we are supportive on what they need to do to open back up.

Mayor Benjamin said for years we have done great work with businesses through NexLevel and Fast Trak. This is going to encourage a seismic shift in the way businesses operate. We need to make sure that we continue to be there with ideas and access to technology that businesses will need to move forward in this new era. Our officers and fire marshals have been working diligently.

Attachment: MN_05_07_2020 (6077 : Approval of Meeting Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, MAY 7, 2020

They have been giving warnings and as of yet no businesses have been fined. Protecting public health and being pro-business are not mutually exclusive.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: 2020-059 City of Columbia Policy Statement on Social Distancing.

CITY COUNCIL DISCUSSION / ACTION

3. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin – *Received as information. No action was taken.*

Mayor Benjamin said we are all engaged in providing for the community that we want to protect. I want to thank all of you for the work that we do. We have always had positive tension to see all sides of an issue in our diverse community. The violence that continues to rage across the country and community is something that should never be tolerated. Especially when it cost a child its life full of promise. I am thankful for the leadership of our Police Department and others as they investigate. I know they will bring the perpetrators of this crime to justice. It is the responsibility of our entire community to continue to keep the community safe. We need to continue to advocate for the vulnerable.

PUBLIC COMMENTS

No public comments were received at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into **Executive Session** at 12:46 p.m. for the discussion of **Item 4**.

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

Legal advice pertaining to COVID-19 and City Operations

Council adjourned the Executive Session at 1:15 p.m and Councilor Devine was not present.

Attachment: MN_05_07_2020 (6077 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, MAY 7, 2020**

Mayor Benjamin said we have been thoughtful and judicious in how we appropriated the funds for our Small Business Stabilization Fund and other projects. We held on to \$100,000 for a portion to be used to complement with other existing testing capacities we have through our present relationship with Precision Genetics. We want to make sure we help support businesses as they transition back into doing business. The proposal is for each small business to be allowed to test up to ten employees. We give our staff the flexibility to work out exactly how we do it. We want to strongly encourage people to social distance while recognizing that a negative test does not indicate immunity. We need to give priority to structure this in a way that might allow reimbursement from the federal government if in fact the fourth bill passes in Congress or under the existing CARES Act.

Upon a motion by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the use of a portion of the \$100,000 withheld from the Small Business Stabilization Program to be used to provide assistance for COVID-19 testing for small businesses to be allowed to test up to ten employees.

ADJOURNMENT

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to adjourn the meeting at 1:18 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

Attachment: MN_05_07_2020 (6077 : Approval of Meeting Minutes)



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

**FUNDING SOURCE &
ORIGINAL BUDGET:**

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



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Pressure Washing Services for the City of Columbia Parking Garages, as requested by the Parking Services Division. Award to Pressure Pros, Inc. in an amount not to exceed \$65,970.00. This firm is located in Ballentine, SC.

REQUISITION NO.: R204997

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Parking PJ Canon Deck-Building Maintenance & Repair (5313114-638100) \$9,000.00; Parking Park Street Deck-Building Maintenance & Repair (5313109-638100) \$10,395.00; Parking Washington Street Deck-Building Maintenance & Repair (5313108-638100) \$8,910.00; Parking Taylor Street Deck-Building Maintenance & Repair (5313107-638100) \$7,290.00; Parking Sumter Street Deck (5313106-638100) \$9,675.00; Parking Arsenal Hill Deck-Building Maintenance & Repair (5313103-638100) \$3,600.00; Parking Lady Street Deck-Building Maintenance & Repair (5313104-638100) \$17,100.00. The original budget amount is \$151,795.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

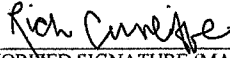
There were nineteen (19) responsive and responsible bids received for this project under BID063-19-20-ASH.

The total time allocated for this project is ninety (90) consecutive calendar days from the issuance of the Purchase Order.

Base Bid	\$ 65,970.00
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ATTACHMENTS:

- Pressure Pros Bid (PDF)
- Bid Tabulation (PDF)

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: June 8, 2020		Bids will be opened at 2:00 P.M. ET on June 15, 2020 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Pressure Washing Services for the City of Columbia Parking Garages		Bid No: BID063-19-20 ASH	
Vendor Name: Pressure Pros, Inc.		Reason For No Bid:	
Vendor Mailing Address: PO Box 355			
City-State-Zip: Ballentine, SC 29002			
Telephone No: 803-463-9356			
Fax No:			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
		 AUTHORIZED SIGNATURE (MANUAL) Rich Cunliffe, Principal/President AUTHORIZED SIGNATURE/TITLE (TYPED) rich@pressureproswash.com E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate. E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

Attachment: Pressure Pros Bid (6038 : Pressure Washing Services for the City of Columbia Parking Garages)

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision

7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement & Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.

11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement & Contracts, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting Vendor. Any violation of these stipulations may also result in:

- A. Suppliers name being removed from the Department of Procurement & Contracts' vendor mailing list.
- B. All City divisions being advised not to do business with the supplier without written approval from the Department of Procurement & Contracts until such time as the supplier reimburses the City for all reprocurement and cover costs.

12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.

15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

16. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

17. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

18. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.

19. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.

20. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

21. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

22. If this invitation for bid is for professional services to be rendered by the Vendor/Contractor/ Consultant, the Addendum to the Invitation for Bid for Professional Services shall apply as if fully set forth herein verbatim.

23. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, Vendor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, Vendor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

24. By submitting a bid to the City, the bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the bidder and its subcontractor(s), or (b) that the bidder and its subcontractor(s) 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." Bidder agrees to include in any contracts with its subcontractors' language requiring its subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors' language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this 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 City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors 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 their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts/rules-regulations

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Orangeburg-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference, you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using eBidcolumbiasc. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiascwater.net/business-resources/local-business-enterprise-program/

I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Apparent Low Bidder: The label used for a bidder that has been determined to have provided the lowest price in a bid or quote, prior to determination of whether the bid is responsive and from a responsible bidder.

Assignment: Legal transfer of a claim, right, interest or property.

Bid: The response submitted by a bidder to an Invitation for Bids (IFB).

- See also Solicitation

Bidder: A person or entity who submits a bid in response to an Invitation for Bids (IFB), Invitation to Tender (ITT), or other formal solicitation type where price is the primary factor in the evaluation process for award determination.

Capability: The ability of a bidder to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the “Owner” or “Utility”

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Functional Specification: A specification setting forth the results required from the supply or service.

Internal Control: A procedure or policy put in place by management to safeguard assets, promote accountability, increase efficiency, and stop fraudulent behavior.

Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids. *Also known as Invitation to Bid (ITB).*

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Offeror: The person/entity who submits a proposal in response to an Invitation to BID (IFB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this IFB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the buyer with potential Bidders/Offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Third Party: Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

II. GENERAL INFORMATION

Sealed bids for Pressure Washing Services for the City of Columbia Parking Garages, are subject to the conditions, and all provisions, etc., set forth herein and attached, and will be received electronically using eBidcolumbiasc until 2:00 PM (ET), June 15, 2020 then publicly opened and read.

Last day for questions is June 11, 2020, at 12:00 PM (ET) and must be submitted using eBidcolumbiasc.

The commodities and/or services must be furnished as described, specified and delivered to the locations listed on page 9. All bid prices must include cost of transportation to the required destination.

Bid No. BID 063-19-20-ASH

By: Anita Higgins, Buyer
 Anita Higgins

**QUANTITIES /COMMODITIES,
OR SERVICES**

**LUMP SUM
DOLLAR CENTS***

Services:

Combined Total*

**Pressure Washing Services for City of Columbia
Parking Garages per scope of services and all terms
and conditions as outlined herein**

\$ 65,970

Rich Currie

*Combined Total Cost is to be entered onto eBidcolumbiasc at <https://columbiasc.ionwave.net>.
DO NOT include the sales tax in the price. (see page 11)

It is the intention of the City to award to only one vendor; the lowest responsive and responsible vendor.

Attachment: Pressure Pros Bid (6038 : Pressure Washing Services for the City of Columbia Parking Garages)

Schedule of Events

Invitation to Bid issued	June 8, 2020
Last Day for Questions	June 11, 2020 12:00 PM (ET)
Invitation to Bid Opening	June 15, 2020 2:00 PM (ET)
Intent to Award (Tentative)	July 22, 2020
City Council Approval (Tentative)	July 21, 2020

Note:

1. The services must be furnished as described and specified to each location.
2. Bidders must submit pricing on eBidcolumbiasc located at <https://columbiasc.ionwave.net>.
3. All literature, specifications, and addendums must be obtained at eBidcolumbiasc.
4. Bid pricing will be all inclusive. No other cost or charges will be accepted.
5. By submitting a bid, it certifies that the Bidder meets the City of Columbia's specification as outlined in this document.
6. Upon issuing a thirty (30) day written notice or right to cure letter, the City of Columbia reserves the right to cancel for cause any subsequent award made under the terms of this solicitation due to a breach of contract.
7. Questions should be submitted to eBidcolumbiasc by June 11, 2020 at 12:00 PM (ET).
8. Elaboration, Assumptions and Clarification:
If you make assumptions about the meaning or accuracy of information contained herein, you should ask for clarification of the assumptions in a timely manner. If you do not ask questions or seek clarification for any assumptions, the City will assume that you are in full agreement with and fully understand the requirements outlined in the IFB. Any clarification of assumptions and/or exceptions to the terms, conditions, provisions, and requirements, etc., **must be submitted in writing to the City and must be received prior to the last day/time for all questions**, for the City to further elaborate on any part of the solicitation. If this information is not received prior to the deadline stated for questions and answers, the City will assume that any Contractor, Consultant and or vendor that responds to this IFB fully accepts all of the IFB terms, conditions, and requirements stated herein.
9. Discussions
No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.
10. The Local Business Enterprise (LBE) Preference Program shall apply for this procurement. Please see Exhibits for further information.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

SPECIAL INSTRUCTIONS**FAILURE TO COMPLY WITH ANY OF THE FOLLOWING WILL RESULT IN
REJECTION OF BID****A. Mandatory Response Requirements and Submittal Formats:**

Bids must be submitted electronically through eBidcolumbiasc. Submitted bids shall include the following or will be deemed nonresponsive:

1. Signed Cover Sheet (page 1), page 6 and 10 of this solicitation.
2. The following required forms must be included in submittals:
 - a. Non-collusion Affidavit (Appendix)
 - b. Organizational Conflict of Interest Affidavit (Appendix)
 - c. Small, Women, and Minority Business Enterprise Objectives (Appendix)
 - d. Business Information Statement for Prime (Appendix)
 - e. Business Information Record for Subconsultants/Subcontractors (Appendix)
 - f. Optional Future Ordering Agreement
3. The following optional form can be included in submittals:
 - a. Local Business Enterprise (LBE) Qualification Statement *“Must return the form that has been signed by City of Columbia Office of Business Opportunities to be considered.”*

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III. SCOPE of SERVICES

The City of Columbia's Support Services Department is seeking bids from qualified, licensed and insured contractors to provide Pressure Washing Services for the City of Columbia Parking Garages. Services are to include pressure washing all interior flatwork surfaces, walls and stairwells.

All materials used for this project must be used according to manufacturer instructions. Conditioners, detergents, degreasers and other chemicals used must be appropriate for the surface being cleaned. The hot water pressure washing equipment should produce a minimum of 3,500 to 4,000 psi with a water temperature of 200 (Fahrenheit) degrees or higher. All water will be handled according to the codes and guidelines set forth by Environmental Protection Agency (EPA).

Pressure washing has to be performed between the hours of 7pm – 6am, unless performed on the weekend. The Pressure Washing Services will need to be scheduled at a minimum of five (5) days prior to work commencing. All interior surfaces must be cleaned with a pressure washer. Cleaners chosen by the contractor must be designed for cleaning concrete. Biodegradable products are preferred but not required.

The contractor will work with City of Columbia Parking Services Department to secure areas that have 24/7 traffic. The contractor is responsible for supplying and erecting appropriate barricades and/or cones, safety tape, and signs prior to work commencing to ensure the safety of all pedestrians. The contractor is also responsible for all applicable permits to perform subject services in a safe and professional manner.

City of Columbia, South Carolina Parking Garage Locations for the required services:

Park Street Garage	1007 Park Street
Lady Street Garage	1100 Lady Street
Taylor Street Garage	1600 Assembly Street
PJ Cannon Garage	1227 Taylor Street
Washington Street Garage	110 Washington Street
Arsenal Hill Garage	1812 Lincoln Street
Sumter Street Garage	1400 Sumter Street

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COST SHEET

Item	Location	Approximate Square Footage	Amount
1	Park Street Garage – 1007 Park Street	272,000	\$ 10,395
2	Lady Street Garage - 1100 Lady Street	378,000	\$ 17,100
3	Taylor Street Garage – 1600 Assembly Street	162,000	\$ 7,290
4	PJ Cannon Garage – 1227 Taylor Street	200,000	\$ 9,000
5	Washington Street Garage – 110 Washington Street	198,000	\$ 8,910
6	Arsenal Hill Garage - 1812 Lincoln Street	80,000	\$ 3,600
7	Sumter Street Garage – 1400 Sumter Street	215,000	\$ 9,675

Combined Total
(This total should also be placed on page 6)

\$ 65,970

Rich Cuneiffe

IV. TERMS AND CONDITIONS FOR BID 063-19-20-ASH

- A. **Time for Receiving Bids** - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. **Withdrawal of Bids** - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. **Bidders Present** - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. **Alternate Bids** - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. **Ambiguous Bids** - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. **Bid Opening Delay**- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. **Sales Tax and/or Use Tax (April 2019)**
Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance with the SC Department of Revenue Sales and Use Tax Manual. Please also see Invoicing Procedures.
- H. **Assignments** - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. **Manufacturers Brochures and Specifications Data** - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.
- J. **Default** - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging Vendor with any excessive costs. Should such charges be

assessed, no subsequent bids of the defaulting Vendor shall be considered until the assessed charges have been satisfied.

- K. **Venue** - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. **Exceptions** - Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", by the bid question deadline, and agreed to in writing by the City of Columbia.
- M. **Insurance** - The Bidder shall procure and shall maintain during the life of this contract, whether such operation be by himself 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 owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
- 1) All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the Vendor and shall not contribute to it.
 - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
 - 3) The Vendor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.
 - 4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, 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.
 - 5) **Worker Compensation Insurance** - The Vendor shall procure and shall maintain during the life of this contract, \$500,000.00, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the Vendor 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 Vendors Worker Compensation Insurance. The Vendor 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.

6) Liability Insurance - The Vendor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Vendor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows, if applicable:

- a) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- c) Excess Liability Insurance: An excess liability policy naming the Vendor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy).

7) The Vendor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the Vendor allow any subcontractors to commence work on this contract until all similar insurance required of the subcontractor has been obtained and approved.

- N. Bonding, Licenses, Permits, and Taxes - It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work.

All costs for required bonding, permits, licenses and taxes shall be borne by respondent. Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

- O. Familiarity with Conditions and Site - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the

contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.

- P. **Indemnification** - The Vendor will indemnify and hold harmless the Owner and/or its agent and employees from and against all claims, damages, losses, liabilities and expenses, including attorney's fees arising out of resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Vendor will also agree to promptly notify the City of any civil or criminal actions filed against the respondent 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. 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.
- All responses to Invitation for Bid should be made on forms provided with bid package.

- Q. **Invoicing & Payment** -The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

R. **Protest Procedures**

1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
6. Request for review. The request for a review shall not stay the contract unless fraudulent.

- S. **Termination** - The City may terminate the contract 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 respondent fails to perform any of the services required in the contract, 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 the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract 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 in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

- T. **Force Majeure** - Neither the City nor the Vendor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the Vendor, and without the fault or negligence of either of them.
- U. **Non-Discrimination in Contracting Policy (January 2020)** – In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, 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, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Contractor shall incorporate these non-discrimination requirements in all subcontracts for service work.

- V. **Ethics**- The Vendor 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.

W. **Breach/Waiver**

The failure of either the respondent or the City to insist upon performance of any provisions of the 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 the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

X. **Severability**

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

Y. **Successorship**

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

AA. **State Law Applicable**

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent 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 respondent.

BB. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

CC. Manufacturer's Name & Approved Equivalents

Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Bidder shall submit with his proposal cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to submit with an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City Purchasing Agent.

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V. APPENDICES, EXHIBITS and ATTACHMENTS**Appendices**

Non-Collusion Affidavit

Organizational Conflict of Interest Affidavit

Small, Women, and Minority Business Enterprise Objectives

Business Information Statement for Prime

Business Information Record for Subconsultants/Subcontractors

Performance Bond

Exhibits

Local Business Enterprise (LBE) Policy

Local Business Enterprise (LBE) Qualification Statement (Sample)

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City of Columbia Holiday Schedule



The following is the Holiday schedule for calendar year 2020

Holiday – 2020	*Official & Designated Day–Date - 2020
New Year's Day	Wednesday – January 1, 2020
Martin Luther King, Jr. Day	Monday – January 20, 2020
Friday before Easter	Friday – April 10, 2020
Memorial Day	Monday – May 25, 2020
Independence Day	Friday – July 3, 2020
Labor Day	Monday – September 7, 2020
Thanksgiving Day	Thursday – November 26, 2020
Day After Thanksgiving Day	Friday – November 27, 2020
Day in conjunction with Christmas	Thursday – December 24, 2020
Christmas Day	Friday – December 25, 2020

Event Number	BID063-19-20-ASH Addendum 3	Organization	City of Columbia, SC
Event Title	Pressure Washing Services for the City of Columbia	Workgroup	Purchasing
Event Description		Event Owner	Anita Higgins
Event Type	IFBs	Email	ashiggins@columbiasc.net
Issue Date	6/8/2020 01:00:02 PM (ET)	Phone	
Close Date	6/17/2020 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Pressure Pros, Inc	West Columbia	SC	6/12/2020 10:53:50 AM (ET)	1	\$65,970.00
Express Pressure Washing and p Sanford		FL	6/16/2020 07:45:45 PM (ET)	1	\$78,800.00
Clean Hands Cleaning Services L Charlotte		NC	6/17/2020 01:52:52 PM (ET)	1	\$82,775.00
Palmetto Pressure Clean (Palme Lexington		SC	6/16/2020 12:16:23 PM (ET)	1	\$83,800.00
Jet Set Company (Jet Set II, LLC) Tallahassee		FL	6/11/2020 12:50:10 PM (ET)	1	\$86,989.00
Jua Jua Cleaning (Cruz) Matthews		NC	6/15/2020 09:49:24 AM (ET)	1	\$90,300.00
Cleanstreak Surface Cleaning, LL Charlotte		NC	6/17/2020 12:34:43 PM (ET)	1	\$97,827.77
Midlands Pressure Wash Service Chapin		SC	6/16/2020 10:04:15 AM (ET)	1	\$102,000.00
Scottie's (SBS Management Corr Apex		NC	6/17/2020 01:14:55 PM (ET)	1	\$145,100.00
Clean Freaks Cleaning Service LL Columbia		SC	6/17/2020 01:56:17 PM (ET)	1	\$164,500.00
Steri-Clean South Carolina (Sem Columbia		SC	6/17/2020 01:14:48 PM (ET)	1	\$180,600.00
TDC SERVICES LLC Lexington		SC	6/17/2020 01:34:32 PM (ET)	1	\$225,750.00
CG's Xtreme Pressure Washing (Columbia		SC	6/17/2020 11:33:38 AM (ET)	1	\$270,900.00
Grants Xtreme Clean Blythewood		SC	6/16/2020 10:17:08 AM (ET)	1	\$270,900.00
Palmetto Properties Manageme Florence		SC	6/17/2020 11:05:28 AM (ET)	1	\$295,990.00
Low 7 Consulting LLC Blythewood		SC	6/17/2020 01:33:44 AM (ET)	1	\$301,000.00
Tribond, LLC Milton		GA	6/17/2020 01:51:40 PM (ET)	1	\$376,250.00
Watertight Systems, Inc. Lexington		SC	6/17/2020 08:24:37 AM (ET)	1	\$534,275.00
Kcarolina Kconstruction Fort Mill		SC	6/17/2020 01:29:45 PM (ET)	1	\$752,500.00

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



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Public Works

FROM: Robert Anderson,

SUBJECT: Council is asked to approve the First Amendment to Contract for Processing and Marketing Recyclable Materials, as requested by Columbia Water. Award to Sonoco Recycling, LLC in the amount of \$500,000. This firm is located in Columbia, SC.

REQUISITION NO.: R205586

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Solid Waste Recycling (1014407-631900). The original budget amount is \$200,000. This amendment reflects new contract rates for recycling tonnage.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- Sonoco Recycling Agreement (PDF)

**STATE OF SOUTH CAROLINA
CITY OF COLUMBIA**

**FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF COLUMBIA
AND SONOCO RECYCLING, LLC FOR PROCESSING AND MARKETING
RECYCLABLE MATERIALS**

This contract amendment is made, dated, and entered into as of the first day of July 1, 2020 between SONOCO RECYCLING, LLC (“Contractor”), a limited liability company organized and existing under the laws of North Carolina, and the City of Columbia (“City”).

Per the terms of our COMMINGLED RECYCLING SERVICES AGREEMENT, made and entered into November 13th, 2015, between City of Columbia, South Carolina and Sonoco Recycling, LLC, both Parties mutually agree to extend the term of this Agreement to June 30th, 2025, with this First Amendment.

All terms and condition of the Agreement remain in effect and unchanged with the exception of the following change in Exhibit B - Payments for Recyclable Materials

1. Beginning 7-1-20 through 6-30-21, WAP (Weighted Average Price) formula to be revised as below:
 - a. If the WAP is less than baseline of \$95.00 per ton, Sonoco will charge the City of Columbia the difference between \$95.00 and the WAP. Example, if the WAP is \$30.00 per ton. $\$95.00 - \$30.00 = \$65.00$ per ton charge to the City of Columbia
 - b. If the WAP is greater than baseline of \$95.00 per ton, Sonoco will share 40% of the revenues with the City of Columbia. Example, if the WAP is \$110.00 per ton. $\$110.00 - \$95.00 = \$15.00 * 40\% = \6.00 per ton payment to City of Columbia.
2. For period of 7-1-21 through 6-30-22, baseline will be adjusted from \$95.00 to \$100.00
3. For period of 7-1-22 through 6-30-23, baseline will be adjusted from \$100.00 to \$105.00
4. For period of 7-1-23 through 6-30-24, baseline will be adjusted from \$105.00 to \$110.00
5. For period of 7-1-24 through 6-30-25, baseline will be adjusted from \$110.00 to \$115.00.
6. If Sonoco Recycling experiences an extraordinary change in costs or benefits hereunder such as, for example, the imposition of a surcharge by a supplier to Contractor, or an increase in Contractor’s fuel, processing, labor, other costs, or changes in market prices for materials supplied hereunder, or an extraordinary reduction in the tons received by Sonoco Recycling, Sonoco Recycling and the City of Columbia will discuss an

appropriate price adjustment. If Sonoco Recycling and the City of Columbia do not, each acting in good faith, agree to an adjustment within ten (10) days of Sonoco Recycling's written request with supporting documentation, Sonoco Recycling may terminate this agreement after thirty (30) additional days with written notice to City of Columbia.

IN WITNESS WHEREOF, the parties have executed and delivered this AMENDMENT FOR COMMINGLED RECYCLING SERVICES AGREEMENT, via this amendment as of the date first set forth above.

SONOCO RECYCLING, LLC

CITY OF COLUMBIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

7/7/20

Attachment: Sonoco Recycling Agreement (6058 : Recycling Contract Extension)



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Microsoft Enterprise Software Services Agreement for August 1, 2020 through July 31, 2021, as requested by the Information Technology Services Department. Award to SHI International, using the SC State Contract in the amount of \$768,018.39. This firm is located in Piscataway, VA.

REQUISITION NO.: R205678

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Information Technology - Maintenance & Service Contract (1011120-638200). The original budget amount \$772,886.62. This is the first installment of the three-year agreement.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through State Contracts.

ATTACHMENTS:

- SHI Quote (PDF)
- Statewide Solicitation for Microsoft _5400014130 (DOCX)
- Microsoft Software Contract Page (06-22-2020) (PDF)



Pricing Proposal
 Quotation #: 19045046
 Reference #: EA# 53468075
 Created On: 6/22/2020
 Valid Until: 7/31/2020

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

James Tsipas

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

All Prices are in US Dollar (USD)



Product	Qty	Your Price	Total
1 AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5UJ-00004 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	1	\$0.00	\$0.00
2 WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	3354	\$41.77	\$140,096.58
3 PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	13	\$190.01	\$2,470.13
4 VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	11	\$99.10	\$1,090.10
5 VSPProSubMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	4	\$302.21	\$1,208.84
6 ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: Microsoft Reseller	2	\$712.53	\$1,425.06

Attachment: SHI Quote (6061 : Microsoft Enterprise Agreement (EA))

Contract #: 4400017751

Coverage Term: 8/1/2020 – 7/31/2021

Note: Year 1 of 3

7	SQLCAL ALNG SA MVL DvcCAL Microsoft - Part#: 359-00792 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	30	\$33.58	\$1,007.40
8	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	36	\$2,209.66	\$79,547.76
9	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	2	\$144.96	\$289.92
10	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	180	\$21.29	\$3,832.20
11	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	136	\$124.49	\$16,930.64
12	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	304	\$18.02	\$5,478.08
13	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	12	\$276.17	\$3,314.04
14	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	2550	\$183.78	\$468,639.00
15	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12417	2550	\$15.43	\$39,346.50

Attachment: SHI Quote (6061 : Microsoft Enterprise Agreement (EA))

Contract Name: Microsoft Reseller
 Contract #: 4400017751
 Coverage Term: 8/1/2020 – 7/31/2021
Note: Year 1 of 3

16	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	10	\$92.38	\$923.80
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17	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Year 1 of 3	4	\$576.58	\$2,306.32
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18	Intune Device GCC Shared All Lng Subs VL MVL Per Device Microsoft - Part#: NMH-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 8/1/2020 – 7/31/2021 Note: Annual Pricing - Year 1 of 3	6	\$18.67	\$112.02
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	Total	\$768,018.39
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Additional Comments

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

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

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

	State of South Carolina Request for Proposal	Solicitation:	5400014130
		Date Issued:	9/15/2017
		Procurement Officer:	SARAH HANCOCK
		Phone:	803-896-0022
		E-Mail Address:	shancock@mmo.sc.gov
Mailing Address:		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)

COVER PAGE - ON-LINE ONLY (MAR. 2015)

Attachment: Statewide Solicitation for Microsoft _5400014130 (6061 : Microsoft Enterprise Agreement (EA))

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 (%)
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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)

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 ELIMINATED 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.phtml>

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 Offeror **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

Active Queries

eRFxs All (98) Published (0) Ended (0)

eRFxs - All

Show Quick Criteria Maintenance

View: [Standard View] Create Response Display Event Display Response Print Preview Refresh Export

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version	Q&A	Start Time	End Time
5400006906	Computer Replacement for SCGOV	Request for Proposal	Published		11/06/2013		No Bid Created	2		0	00:00:00	14:00:00
5400006905	Computer Room Upgrade Project	Request for Proposal	Published		11/06/2013		No Bid Created	2		0	00:00:00	15:00:00
5400006893	RAY44228 11/04/2013 09:48:49	Invitation For Bid	Published		11/06/2013		No Bid Created	1		0	00:00:00	11:00:00
5400006907	Whiteboard Stand	Invitation For Bid	Published		11/15/2013		No Bid Created			0	00:00:00	10:00:00
5400006796	Computer Room Upgrade Project	Invitation For Bid	Published		11/05/2013	5500029632	Submitted			0	00:00:00	17:00:00
5400006771	Homemaker Services	Request for Proposal	Published		01/25/2014		No Bid Created	3		0	00:00:00	14:00:00
5400006687	Web Site Design Project	Request for Proposal	Published		11/06/2013		No Bid Created	7		0	00:00:00	17:00:00
5400006328	DGS FPB Technical Assistance & Support	Fixed Price Bid	Published		06/30/2018		No Bid Created	5		0	00:00:00	11:00:00
5400006289	FPB TO PROVIDE MULTI-AGENCY COMMUNITY BA	Fixed Price Bid	Published		05/31/2014		No Bid Created	3		0	00:00:00	11:30:00
5400006008	Xirus Network Products & Services	Fixed Price Bid	Published		08/19/2018		No Bid Created	3		0	00:00:00	14:30:00

Last Refresh 11/05/2013 16:21:46 EST Refresh

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 '55xxxxxxx' 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.

Display RFx Response:

Edit | Print Preview | Close Withdraw Export Questions and Answers (0)

RFx Response Number 5500029632 RFx Number 5400006796 Status Submitted

RFx Response Version Number Active Version RFx Version Number 8

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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.phtml> (.). 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 it 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.scmd.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]

DISENGAGEMENT 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 Indemnatee, and whether or not such action is brought by a third party or an Indemnatee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnatee must notify contractor in writing within a reasonable period of time after Indemnatee first receives written notice of any action. Indemnatee'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. Indemnatee 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. Indemnatee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnatee'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 Indemnatee 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 Indemnatee or otherwise adversely affect an Indemnatee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee 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) "Indemnatee" 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 shall 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 use. 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 1year(s), 0month(s), 0day(s) 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 PERFORM ANY OF ITS RESPONSIBILITIES UNDER THE CONTRACT. ANY TERMINATION HEREUNDER SHALL NOT AFFECT ANY LICENSES GRANTED TO ITMO.** Notwithstanding the foregoing, Contractor's promise not to terminate or suspend its performance shall not relieve ITMO from damages otherwise recoverable by Contractor 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 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: Statewide Solicitation for Microsoft_5400014130 (6061 : Microsoft Enterprise Agreement (EA))

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.

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



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Engineering Department

FROM: Dana Higgins, Director of Engineering

SUBJECT: Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project P027662; City of Columbia Water Line and Sewer Line Relocation due to Construction and Improvements along Carolina Crossroads, a segment of I-126, I-26 and Greystone Boulevard, as requested by Columbia Water.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: SCDOT will bear all costs related to the project. The original budget amount is \$5,726,132.

CLEAN WATER 2020?: No

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's water and sewer infrastructure and their roadway improvement project, Carolina Crossroads. This project is a Design/Build project to be constructed in 5 phases. In Phase 1, it has been determined there are conflicts with the City's 4-inch through 24-inch water lines, 8-inch through 12-inch sanitary sewer lines and 6-inch through 30-inch sanitary force main lines.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water, sewer and force main lines due to its construction and improvements along a segment of I-126 between Greystone Boulevard and I-26/I-126 convergence located within Richland County. The proposed improvements include roadway widening, interchange improvements and storm drainage.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate an estimated 5,858 linear feet water line, 2,728 linear feet of gravity sewer line, 5,610 linear feet of force main line and Colonial Life Pump Station. The City has partial Prior Rights estimated at \$2,497,634 Million and Non-Prior Rights estimated at \$3,228,498 Million. The City's cost is \$0.00 (100%). SCDOT will bear the costs related to relocating all water, gravity sewer and force main lines impacted by this phase of the project, including, but not limited to, design, engineering, permitting, removal, installation, inspection, materials, and labor costs, up to four and one half percent (4-1/2%) of the original construction bid amount of the project, in accordance with SC Code Section 57-5-880.

Based on the scope of work involved, it is recommended this Agreement be considered for approval. Enclosed you will find SCDOT's Memorandum of Agreement 43-20 with Supplement 1 (COC Legal Department Approved) and vicinity map for your review. If approved, the City Manager's signature is requested.

The Director of Engineering recommends approval of this Agreement.

ATTACHMENTS:

- MOA SCDOT Carolina Crossroads (PDF)
- Carolina Crossroads Map and Schedule (PDF)

SUPPLEMENTAL AGREEMENT NO. 1**TO THE****MEMORANDUM OF AGREEMENT****For In-Contract Utility Relocation****City of Columbia Relocation**

Carolina Crossroads I-20/I-26/I-126 in Lexington and Richland Counties

SCDOT Project ID P027662

This Supplemental Agreement is made this _____ day of _____, 20____ by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") and the City of Columbia (hereinafter referred to as "UTILITY") (collectively "the Parties") to outline the scope of Utility Work and associated financials for Phase 1 of SCDOT's Carolina Crossroads I-20/I-26/I-126 Project.

All terms in this Supplemental Agreement shall have the same meaning and definitions as presented in the Master Agreement (MOA 43-20) between the Parties.

Section I – Definitions

1. The term "Design-Build" (DB) shall refer to the Project procurement and delivery method. This type of project delivery includes design and construction under one contract.
2. The term "SCDOT's contractor" shall refer to the contractor that enters into a Design-Build agreement to provide for design, right-of-way acquisition services, and construction of the Project.

Section II – Terms of Supplemental Agreement

1. Utility Work design plans will be submitted by SCDOT to the UTILITY, and the UTILITY will review the plans in accordance with this section. SCDOT's Contractor shall resolve UTILITY'S comments and obtain UTILITY approval prior to submittal of Released for Construction (RFC) plans.
2. SCDOT agrees that it will submit to UTILITY for review the 30-percent, 60-percent, and 100-percent Utility Work design plans prepared by the contractor. UTILITY agrees that it will have the responsibility to review the 30-percent, 60-percent, 100-percent Utility Work design plans prepared by SCDOT's contractor. Upon submittal of each milestone package, UTILITY shall have an initial review period of 13 business days for each submittal (30, 60, and 100-percent). UTILITY's review comments will be sent to SCDOT to review and forward

to SCDOT's contractor. SCDOT's contractor shall respond to SCDOT within five business days. SCDOT will forward contractor comment responses to the UTILITY. The UTILITY shall provide additional comments, if warranted, or issue written approval of plans for construction within four business days to SCDOT. If any open comments remain after the initial 13-business day review and subsequent five-day review and comment period, there will be no time constraint for SCDOT's contractor to respond. Failure of UTILITY to meet these deadlines shall be deemed acceptance of SCDOT's contractor's design. Time is of the essence.

3. SCDOT shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, SCDOT shall bear all of the relocation costs, including design costs, up to four and one-half percent of the Original Construction Bid Amount of the Project minus the costs of the small public water and sewer utilities' relocation costs. Since more than one large public water utility or large public sewer utility will be required to relocate due to the Project, the total cost share of up to four and one-half percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
4. UTILITY is responsible for the cost of any betterments.
5. The Original Construction Bid Amount of all phases of the Carolina Crossroads Project is estimated to be \$1,309,113,082. Four and one-half percent of this amount is \$58,910,089. This amount will be revised to reflect the actual construction bid amounts once they have been awarded. SCDOT must pay all small public water and sewer relocation costs, without limitation, associated with the Project. There is 1 small Utility with a total estimated relocation cost of \$3,250,000. This cost will be subtracted from the four and one-half percent of the Original Construction Bid Amount to calculate the maximum amount SCDOT will contribute to non-prior rights Utility Work for large public water and sewer utilities. This amount shall be divided pro rata among 2 large public water or sewer utilities. The pro ration shall be based on the estimates provided by all eligible large public water or sewer utilities with Utility Work associated with the Project.
6. The Parties acknowledge that due to the nature of the Project, with varied Project delivery methods and an extended timeline, the Original Construction Bid Amount for the Project is an estimate, and may require adjustment up or down as the Project progresses. SCDOT will endeavor to keep UTILITY informed as to the Project status, to include updated estimates for SCDOT's maximum contribution amount.
7. UTILITY acknowledges that SCDOT's maximum contribution amount for the Project may not be sufficient to cover the cost of all necessary Utility Work, and that adjustments may be necessary in later Project phases.
8. Refer to Table 1, attached hereto and incorporated herein, for scope of Utility Work. UTILITY estimates the total cost of their Utility Work for Phase 1 to be \$5,726,132.00, with such costs to be allocated as follows:
 - a. SCDOT's share is estimated at \$5,726,132.00. This consists of:
 - i. Prior Rights estimated at \$2,497,634.00

- ii. Pro-rated share (100%) of total **Non-Prior Rights** estimated at \$3,228,498.00
 - b. **UTILITY's** share is estimated at \$0.00
 - c. Should additional utility impacts not outlined in Table 1 and not reasonably determined in the final design be encountered, this table will be revised to include the necessary scope of work to address the conflict.
- 9. The **Parties** shall meet and amend this Supplemental Agreement as needed to incorporate any scope changes that result from the actual plans.
- 10. Failure by **UTILITY** to meet the contract requirements and construction schedule shall result in **UTILITY** having to bear all relocation costs.
- 11. **SCDOT's** share identified in 8.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work. Any amount over this shall be the responsibility of **UTILITY**.
- 12. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.
- 13. **SCDOT** shall provide **UTILITY** the contractor's pay requests relating to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.

Section III – UTILITY's Responsibilities

1. **UTILITY** may provide **SCDOT** a conceptual layout of the Utility Work. In such event, **UTILITY** agrees to make available to **SCDOT's** contractor any CAD (Microstation v8 or latest AutoCAD) files used to prepare the preliminary plans within 60 days of this Agreement. These plans are not final construction plans or sealed engineering plans and will be provided to **SCDOT's** contractor for information only. The plans will not become part of **SCDOT's** contract for construction.
2. Within 90 days of execution of this Agreement, but no later than August 1, 2020, **UTILITY** shall provide all state, local and federal codes and standards and any other criteria, including any known betterments, for the design and construction of the Utility Work which will be incorporated into the **SCDOT** Contract.
3. Within 90 days of execution of this Agreement, but no later than August 1, 2020, **UTILITY** shall provide **SCDOT** with a preliminary engineering report (PER) for the relocation of the Colonial Life Pump Station located at 498 Lawand Drive. PER shall include final site selection, geotechnical investigation results, pump sizing and selection, wetwell sizing, gravity sewer and force main alignments, and grinder pump/force main design if needed to serve existing customers isolated by the relocation. **UTILITY** will also provide the Columbia Water Sewer Pump Station Design Criteria. **UTILITY** agrees to make available to **SCDOT's** contractor any CAD (Microstation v8 or latest AutoCAD) files and geotechnical information, etc. used to prepare the PER within 90 days of this Agreement or completion of PER. The PER will be provided to **SCDOT's** contractor and will be used as a basis for completing the pump station design plans.

4. Any changes requested by **UTILITY** to the plans previously approved by **UTILITY** that are Released for Construction (RFC Plans), which differ from the Scope of Utility Work or criteria provided, shall be mutually agreed to by all Parties including **SCDOT's** contractor. The **UTILITY** will be responsible for any changes in cost due to **UTILITY's** request including the cost of time delay to Project.

All other terms and conditions of the Master Agreement not changed, modified, or supplemented by this Supplemental Agreement shall remain in full force and effect as originally written.

[Signature blocks on next page]

MOA- 43-20
Supplemental 1

In-Contract Utility Relocation of
City of Columbia Water and Sewer Facilities
SCDOT Project ID P027662

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

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

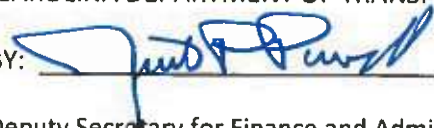
CITY OF COLUMBIA

BY: _____

Title: _____

WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY:  _____

Deputy Secretary for Finance and Administration
or Designee


WITNESS

APPROVED AS TO FORM


Legal Department City of Columbia, SC

6/30/20

RECOMMENDED BY:  _____

Deputy Secretary of Engineering or Designee

REVIEWED BY:  _____

State Utilities Engineer

Table 1 Scope of Utility Work

Preliminary

CONFLICT	PARTY RESPONSIBLE FOR UTILITY WORK	SCDOT SHARE, \$		UTILITY SHARE, \$	
		RELOCATION (Prior Rights)	RELOCATION (Utility Bill)	RELOCATION (Other)	BETTERMENTS
Conflict Number 1063 – Lawand Drive 8-inch water main, Facility #1, impacting 1,358-feet of existing water main					
ALONG ROUTES: Lawand Drive					
SCOPE: Relocate 1,300-feet of 8-inch main from 24-inch transmission main along Arrowwood Road, Tr. 399	SCDOT (In-Contract)	\$ 6,792.00	\$ 272,708.00	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ 951.00	\$ 38,179.00		
	Subtotal	\$ 7,743.00	\$ 310,887.00	\$ -	\$ -
Arrowwood Road 24-inch water transmission main, Facility #2, impacting 540-feet of existing transmission main					
ALONG ROUTES: Arrowwood Road/Gracern Road					
SCOPE: Relocate 585-feet of 24-inch transmission main to avoid bridge support impacts, Tr. 407 & Tr. 408	SCDOT (In-Contract)	\$ -	\$ 274,188.00	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ -	\$ 38,386.00		
	Subtotal	\$ -	\$ 312,575.00	\$ -	\$ -
Gracern Road 24-inch water transmission main, Facility #3, impacting 2,942-feet of existing transmission main					
ALONG ROUTES: Gracern Road					
SCOPE: Relocate 2,950-feet of 24-inch transmission main to avoid proposed sound wall, Tr. 420	SCDOT (In-Contract)	\$ 42,669.00	\$ 860,434.00	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ 5,974.00	\$ 120,461.00		
	Subtotal	\$ 48,642.00	\$ 980,894.00	\$ -	\$ -

West Colonial Life Road 8-inch water main, Facility #4, impacting 524-feet of existing main						
ALONG ROUTES: West Colonial Life Road to Colonial Life Blvd SCOPE: Relocate 535-feet of 8-inch water main to avoid storm drainage, Tr. 412	SCDOT (In-Contract)	\$ 25,025.00	\$ 90,001.00	\$	\$	-
	UTILITY (Design Reviews and CEI)	\$ 3,503.00	\$ 12,600.00			
	Subtotal	\$ 28,528.00	\$ 102,601.00	\$	\$	-
Three Rivers Apartments 6-inch water service connection, Facility #5, impacting 68-feet of the 6-inch connection to the 24-inch transmission main						
ALONG ROUTES: Gracern Road SCOPE: Relocation of 24-inch transmission main will impact this service connection, Tr. 424, relocate 65-feet of 6-inch service connection	SCDOT (In-Contract)	\$ 10,173.00	\$ 2,405.00	\$	\$	
	UTILITY (Design Reviews and CEI)	\$ 1,424.00	\$ 337.00			
	Subtotal	\$ 11,597.00	\$ 2,741.00	\$	\$	-
Three Rivers Apartments On-Site 6-in Water Main, Facility #6, existing 6-inch water main on east side of Three Rivers Apartments						
ALONG ROUTES: Gracern Road SCOPE: No impact anticipated	SCDOT (In-Contract)	\$	\$	\$	\$	-
	UTILITY (Design Reviews and CEI)	\$	\$			
	Subtotal	\$	\$	\$	\$	-
Janice Drive 6-in Water Main, Facility #7, existing 6-inch water main extending along east side of Janice Drive from 24-inch transmission main						
ALONG ROUTES: Janice Drive SCOPE: Reconnect 6-inch water main	SCDOT (In-Contract)	\$	\$ 3,870.00	\$	\$	-
	UTILITY (Design Reviews and CEI)	\$	\$ 542.00			
	Subtotal	\$	\$ 4,412.00	\$	\$	-
Betsy Drive 4-in Water Main, Facility #8, existing 4-inch water main extending along east side of Betsy Drive from 24-inch transmission main						
ALONG ROUTES: Betsy Drive SCOPE: Reconnect 4-inch water main	SCDOT (In-Contract)	\$	\$ 6,579.00	\$	\$	
	UTILITY (Design Reviews and CEI)	\$	\$ 921.00			
	Subtotal	\$	\$ 7,500.00	\$	\$	-

Conflict Number 1057 - Colonial Life Pump Station, Facility #9, 235 gpm sanitary sewer pump station						
ALONG ROUTES: Lawand Drive	SCDOT (In-Contract)	\$ 817,286.00	\$ -	\$ -	\$ -	\$ -
SCOPE: Relocate 235 gpm sanitary sewer pump station on Lawand Drive, Tr. 401 to Tr. 399/404	UTILITY (Design Reviews and CEI)	\$ 114,420.00	\$ -			
	Subtotal	\$ 931,706.00	\$ -	\$ -	\$ -	\$ -
Conflict Number 1057 - Colonial Life 12-inch Gravity Sewer, Facility #10, impacting 360-feet of existing 12-inch gravity sewer line						
ALONG ROUTES: Lawand Drive	SCDOT (In-Contract)	\$ 688.00	\$ 15,824.00	\$ -	\$ -	\$ -
SCOPE: 1 of 3 influent gravity sewer lines to Colonial Life Pump Station to be relocated to new pump station, Tr. 401, relocate 48-feet	UTILITY (Design Reviews and CEI)	\$ 96.00	\$ 2,215.00			
	Subtotal	\$ 784.00	\$ 18,039.00	\$ -	\$ -	\$ -
Conflict Number 1057 - Arrowwood Road 8-inch Gravity Sewer, Facility #11, impacting 1,010-feet of existing 8-inch gravity sewer line						
ALONG ROUTES: Arrowwood Road, cross-country	SCDOT (In-Contract)	\$ 123,530.00	\$ -	\$ -	\$ -	\$ -
SCOPE: 1 of 3 influent gravity sewer lines to Colonial Pump Station to be relocated to new pump station, Tr. 404 & Tr. 405, relocate 456-feet	UTILITY (Design Reviews and CEI)	\$ 17,294.00	\$ -			
	Subtotal	\$ 140,825.00	\$ -	\$ -	\$ -	\$ -
Conflict Number 1057 - Lawand Drive 8-inch Gravity Sewer, Facility #12, impacting 643-feet of existing 8-inch gravity sewer line						
ALONG ROUTES: Lawand Drive	SCDOT (In-Contract)	\$ 198,271.00	\$ 26,675.00	\$ -	\$ -	\$ -
SCOPE: 1 of 3 influent gravity sewer lines to Colonial Pump Station to be relocated to new pump station, relocate 830-feet	UTILITY (Design Reviews and CEI)	\$ 27,758.00	\$ 3,721.00			
	Subtotal	\$ 226,029.00	\$ 30,297.00	\$ -	\$ -	\$ -

Conflict Number 1057 – Colonial Life 6-inch sewer force main (Lawand Drive), Facility #13, impacting 312-feet of existing 6-inch sewer force main						
ALONG ROUTES: Lawand Drive	SCDOT (In-Contract)	\$	-	\$	11,476.00	\$ -
SCOPE: Relocation of 48-feet of 6-inch force main to avoid CCR ramps/roadways and to connect with Colonial Life Pump Station relocation work	UTILITY (Design Reviews and CEI)	\$	-	\$	1,607.00	
	Subtotal	\$	-	\$	13,082.00	\$ -
Colonial Life 6-inch sewer force main (Arrowwood Road), Facility #14, impacting 534-ft of existing 6-inch sewer force main						
ALONG ROUTES: Arrowwood Road	SCDOT (In-Contract)	\$	-	\$	155,402.00	\$
SCOPE: Relocation of 650-feet of 6-inch force main to continue effluent force main connection to Colonial Life Pump Station relocation work	UTILITY (Design Reviews and CEI)	\$	-	\$	21,756.00	
	Subtotal	\$	-	\$	177,158.00	\$ -
Colonial Life 6-inch sewer force main (Gracern Road), Facility #15, impacting 1,898-feet of existing 6-inch sewer force main						
ALONG ROUTES: Gracern Road	SCDOT (In-Contract)	\$	-	\$	462,859.00	\$ -
SCOPE: Relocation of 1,936-feet of 6-inch force main to continue effluent force main connection to Colonial Life Pump Station relocation work	UTILITY (Design Reviews and CEI)	\$	-	\$	64,800.00	
	Subtotal	\$	-	\$	527,659.00	\$ -
Three Rivers Pump Station, Facility #16, existing 250 gpm sanitary sewer pump station						
ALONG ROUTES: Gracern Road	SCDOT (In-Contract)	\$	-	\$	-	\$ -
SCOPE: No impact anticipated	UTILITY (Design Reviews and CEI)	\$	-	\$	-	\$ -
	Subtotal	\$	-	\$	-	\$ -

Verizon 8-inch Gravity Sewer (Gracern Road), Facility #17, impacting 1,150-feet of existing 8-inch gravity sewer line						
ALONG ROUTES: Gracern Road	SCDOT (In-Contract)	\$	-	\$	297,177.00	\$ -
SCOPE: 1 of 4 influent gravity sewer lines to Three Rivers Pump Station to be relocated to new pump station, relocate 1,097-feet	UTILITY (Design Reviews and CEI)	\$	-	\$	41,605.00	
	Subtotal	\$	-	\$	338,782.00	\$ -
Three Rivers 8-inch Gravity Sewer, Facility #18, existing VCP gravity sewer which flows to Three Rivers Pump Station and serves Three Rivers Apartments						
ALONG ROUTES: Gracern Road	SCDOT (In-Contract)	\$	-	\$	-	\$ -
SCOPE: No impact anticipated	UTILITY (Design Reviews and CEI)	\$	-	\$	-	
	Subtotal	\$	-	\$	-	\$ -
Greenbrook 8-inch Gravity Sewer, Facility #19, existing gravity sewer which flows to Three Rivers Pump Station and serves Greenbrook neighborhood						
ALONG ROUTES: Cross country	SCDOT (In-Contract)	\$	-	\$	-	\$ -
SCOPE: No impact anticipated	UTILITY (Design Reviews and CEI)	\$	-	\$	-	
	Subtotal	\$	-	\$	-	\$ -
Gracern Road 10-inch Sewer, Facility #20, existing PVC gravity sewer which flows to Three Rivers Pump Station & serves Copperfield Apts., Stephenson Center						
ALONG ROUTES: Gracern Road	SCDOT (In-Contract)	\$	-	\$	-	\$ -
SCOPE: No impact anticipated	UTILITY (Design Reviews and CEI)	\$	-	\$	-	
	Subtotal	\$	-	\$	-	\$ -
Three Rivers 8-inch Sewer Force Main (Gracern Road), Facility #21, impacting 1,177-feet of existing 8-inch sewer force main						
ALONG ROUTES: Gracern Road	SCDOT (In-Contract)	\$	-	\$	300,776.00	\$ -
SCOPE: Relocate 1,206-feet of existing effluent force main from under existing pavement	UTILITY (Design Reviews and CEI)	\$	-	\$	42,109.00	
	Subtotal	\$	-	\$	342,885.00	\$ -

Conflict Number 1052/1055 – Saluda 30-inch Force Main (Parallel to I-126), Facility #22, impacting 1,582-feet of existing 30-inch force main					
ALONG ROUTES: I26/I126	SCDOT (In-Contract)	\$ 937,759.00	\$ -	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ 131,286.00	\$ -		
	Subtotal	\$ 1,069,045.00	\$ -	\$ -	\$ -
Colonial Life Road 8-inch Gravity Sewer (West Colonial Life Road @ Colonial Life Blvd), Facility #23, impacting 297-feet of 8-in gravity sewer					
ALONG ROUTES: W. Colonial Life @ Colonial Life Blvd	SCDOT (In-Contract)	\$ 28,715.00	\$ 51,742.00	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ 4,020.00	\$ 7,244.00		
	Subtotal	\$ 32,736.00	\$ 58,986.00	\$ -	\$ -
Janice Drive 8-inch Gravity Sewer, Facility #24, existing gravity sewer main along west side of Janice Drive from Gracern Road 10-inch gravity sewer main					
ALONG ROUTES: Gracern Road	SCDOT (In-Contract)	\$ -	\$ -	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ -	\$ -		
	Subtotal	\$ -	\$ -	\$ -	\$ -
Betsy Drive 8-inch Gravity Sewer, Facility #25, existing gravity sewer main along west side of Betsy Drive from Gracern Road 10-inch gravity sewer main					
ALONG ROUTES: Betsy Drive	SCDOT (In-Contract)	\$ -	\$ -	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ -	\$ -		
	Subtotal	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 2,497,634.00	\$ 3,228,498.00	\$ -	\$ -

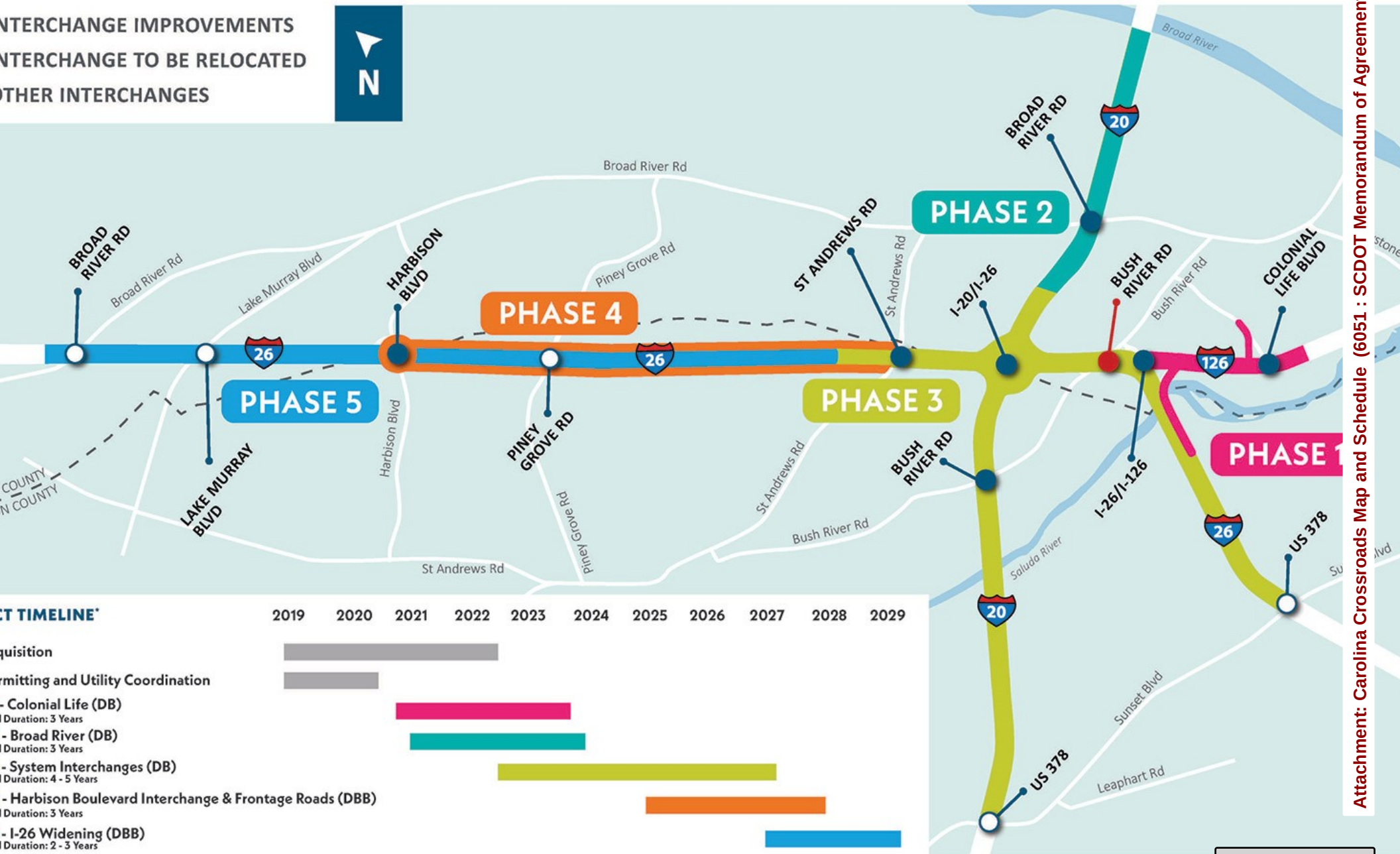
Based Construction Map & Schedule

6.b

September 30, 2019

CAROLINA CROSSROADS

INTERCHANGE IMPROVEMENTS
INTERCHANGE TO BE RELOCATED
OTHER INTERCHANGES



Attachment: Carolina Crossroads Map and Schedule (6051 : SCDOT Memorandum of Agreement (MOA))



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Engineering Department

FROM: Dana Higgins, Director of Engineering

SUBJECT: Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation for SCDOT Project P030244; City of Columbia Water Line Relocation due to Construction and Improvements along Farrow Road and North Brickyard Road, as requested by Columbia Water.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water Improvements Fund from FY 19/20 CIP Utility Conflicts (WM335520) and Unforeseen Projects(WM432320). The original budget amount is \$935,950.00. The City's portion is \$883,950 and SCDOT's portion is \$52,000.

CLEAN WATER 2020?: No

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 8-inch and 16-inch water lines within the boundaries of their Farrow Road (SC 555) and North Brickyard Road (S-1274) Intersection Improvement project.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water lines due to its construction and improvements along a segment of Farrow Road and North Brickyard Road located within Richland County. The proposed intersection improvements include roadway widening, turn lanes and storm drainage.

Due to these proposed improvements it is necessary for the City of Columbia relocate 1625 linear feet of its water line. The City does not have Prior Rights. The City's cost is \$883,950.00 (100%). The SCDOT's portion is \$ 52,000.

Based on the scope of work involved, it is recommended this project be considered for approval. Enclosed you will find SCDOT's Utility Agreement (COC Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Managers signature is requested.

This utility work was budgeted from the water improvement fund from FY 19/20 CIP Project WM335520-Utility Conflicts Annual and WM432320 Unforeseen Projects. The original budgeted amount for this project is \$935,950.00.

The Director of Engineering recommends approval of this project in the amount of \$883,950.00 to be reimbursed to SCDOT per the Memorandum of Agreement 38-20.

ATTACHMENTS:

- WM4451 SCDOT MOA (PDF)
- WM4451 Cost Options (PDF)
- WM4451 Farrow and N Brickyard Map (PDF)

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
WM4451 Waterline Relocation
SC 555 (Farrow Road) and S-40-1274 (Brickyard Rd.) Intersection Improvement
In Richland County
SCDOT Project ID P030244

This Agreement is made this ____ day of _____, 20____ by and between the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) and the City of Columbia (hereinafter referred to as “UTILITY”) (collectively “the Parties”) to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

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

Section I – Definitions

1. The term “Project” shall refer to SCDOT’s Project along SC 555 (Farrow Road) and S-40-1274 (Brickyard Rd.) in Richland County.
2. The term “Utility Work” shall refer to an adjustment necessitated by SCDOT’s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.
3. The term “Substantial Completion” shall mean, for the purposes of this Agreement, the date on which any portion of the new water and sewer facilities are installed, inspected, tested, and placed into service according to plans provided by UTILITY.
4. The term “Final Acceptance” shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and sewer facilities has been placed into service, switch-over of services has been completed, old facilities have been disconnected and demolished, record drawings have been submitted by SCDOT’s contractor and approved by UTILITY, and SCDOT’s contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

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

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, SCDOT shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the Project. Should more than one large public water utility or large public sewer utility be required to relocate due to the Project, the total cost share of up to four percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments.
3. **SCDOT** has programmed \$1,300,000 in the Statewide Transportation Improvement Program for construction of the Project. Four percent of this amount is \$52,000, which is the maximum amount **SCDOT** will contribute to the non-prior rights Utility Work. This amount will be revised to reflect the actual construction bid amount once it is awarded.
4. **UTILITY** estimates the total cost of the Utility Work to be \$935,950, with such costs to be allocated as follows:
 - a. **SCDOT's** share is estimated at \$52,000. This consists of:
 - i. **Prior Rights** estimated at \$0
 - ii. **Non-Prior Rights** estimated at \$52,000
 - b. **UTILITY's** share is estimated at \$883,950
 - c. These estimates will be revised to reflect the actual construction bid amount.
5. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** contract to the contractor with the lowest qualified bid for the overall work of the Project.
6. **SCDOT** shall notify **UTILITY** in writing within ten business days of Contract Award as to the cost of the Utility Work included in the awarded **SCDOT** contract and provide **UTILITY** with the opportunity to concur in writing within ten business days. If **UTILITY** does not concur with the cost in writing, **SCDOT** will delete the Utility Work from the contract and **UTILITY** will be expected to perform all work necessary to relocate its facilities utilizing its own forces or that of a contractor in a timely manner so as not to affect the progress of the Project. If **UTILITY** elects to perform Utility Work, it must meet **SCDOT's** Project contract requirements and construction schedule. Failure by **UTILITY** to meet the contract requirements and construction schedule shall result in **UTILITY** having to bear all relocation costs minus prior rights.
7. **SCDOT's** share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work.
8. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

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

Section V – **UTILITY's** Responsibilities

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

3. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
4. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
5. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** in the event **SCDOT's** contractor or the utility contractor fails to correctly install any portion of the water or sewer lines as outlined in the specifications, standards, and plans submitted by **UTILITY**.

Section VI – General Conditions

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

hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

Section VII – Counterparts

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

[Signature blocks on next page]

In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
SCDOT File No.P030244 /Proposal ID 4086540

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

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

CITY OF COLUMBIA

BY: _____

City Manager

WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration
or Designee

WITNESS

APPROVED AS TO FORM

Legal Department City of Columbia, SC

6/30/20

RECOMMENDED BY:

_____ 02 JUN 20

Deputy Secretary of Engineering or Designee

REVIEWED BY:

State Utilities Engineer



Summary Sheet	
Date:	4/3/2020
Stage:	Bidding
Project:	Farrow Rd and N. Brickyard Rd Water Main Relocation
Location:	Columbia, SC
Preparer:	Hazen and Sawyer

Description of Work		Cost
1	Construction Cost	\$ 785,950
2	Design Cost	\$ 126,000
3	Construction Services Cost	\$ 24,000
Total Cost		\$ 935,950



Bid Tabulation	
Date:	4/3/2020
Stage:	Bidding
Project:	Farrow Rd and N. Brickyard Rd Water Main Relocation
Location:	Columbia, SC
Preparer:	Hazen and Sawyer

	Description of Work	Unit	Measure	Unit Cost	Total Cost
Construction					
1	16-inch CL250 DIP - Restrained Joint Water Line	1,545	LF	\$200.00	\$309,000.00
2	8-inch CL350 DIP - Restrained Joint Water Line	80	LF	\$125.00	\$10,000.00
3	8-inch CL350 DIP 45° Bend	2	EA	\$1,500.00	\$3,000.00
4	12-inch CL350 DIP 45° Bend	1	EA	\$2,000.00	\$2,000.00
5	16-inch CL350 DIP 45° Bend	4	EA	\$2,500.00	\$10,000.00
6	8-inch Wet Tap	1	EA	\$14,000.00	\$14,000.00
7	12-inch Wet Tap	1	EA	\$19,000.00	\$19,000.00
8	16-inch Wet Tap	2	EA	\$30,000.00	\$60,000.00
9	8-inch M.J. Gate Valve & Box	1	EA	\$7,500.00	\$7,500.00
10	12-inch M.J. Gate Valve & Box	1	EA	\$10,000.00	\$10,000.00
11	16-inch M.J. Gate Valve & Box	2	EA	\$16,000.00	\$32,000.00
12	8-inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	1	EA	\$1,500.00	\$1,500.00
13	12-inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	1	EA	\$2,000.00	\$2,000.00
14	16-inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	2	EA	\$2,500.00	\$5,000.00
15	16"x12" M.J. CL350 Tee	1	EA	\$4,500.00	\$4,500.00
16	1-inch Service Lines	16	EA	\$3,000.00	\$48,000.00
17	Air Release Valve & Manhole	1	EA	\$12,500.00	\$12,500.00
18	2-inch Blow-Off	1	EA	\$7,500.00	\$7,500.00
19	Disinfection and Testing	1,625	LF	\$4.00	\$6,500.00
20	6-inch Fire Hydrant Assembly*	2	EA	\$10,000.00	\$20,000.00
21	Concrete Thrust Block	3	CY	\$500.00	\$1,500.00
22	Flowable Fill (Trench Only)	80	CY	\$150.00	\$12,000.00
23	Pipe Abandonment (Pumped Flowable Fill)	1	LS	\$20,000.00	\$20,000.00
24	Pavement Replacement - Trench only - 2" Asphaltic	45	SY	\$400.00	\$18,000.00
Construction Total					\$635,500.00

Additive Alternates**

25	8-inch Insert-A-Valve - To include excavation & backfill	1	EA	\$15,000.00	\$15,000.00
26	16-inch Insert-A-Valve - To include excavation & backfill	2	EA	\$32,000.00	\$64,000.00
Alternate Total					\$79,000.00
Total Construction with Alternates					\$714,500.00
10% Contingency					\$71,450.00
Total					\$785,950.00

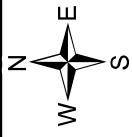
Notes:

* Fire Hydrant Assembly includes 6-inch isolation gate valve

** Additive alternate quantities are included for the purpose of establishing a base price in the event the items are necessary. The bid is to be evaluated by base bid only.

City of Columbia

City of Columbia GIS



Wednesday, July 1, 2020



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, GIS

CITY OF COLUMBIA GIS DATA DISCLAIMER

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7.c

Attachment: WM4451 Farrow and N Brickyard Map (6052 : CIP WM4451 Farrow and North Brickyard Road Water Main Relocation Project;



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for the Germany Street Resurfacing Project from Waites Road to Barhamville Road, as requested by Public Works. Award to Palmetto Corp of Conway in an amount not to exceed \$69,081.10, which includes contingency. This firm is located in Conway, SC.

REQUISITION NO.: R204845

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Street Resurfacing Capital Project (407999-658650). CTC grant funds are being used for reimbursement of the project costs. The original budget amount is \$272,653.13.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Palmetto Corp of Conway SC will be providing resurfacing services at 89.5% (\$56,216.00) of the contract value. Carolina Pavement Markings, Inc., a Minority Business Enterprise (W) of Conway, SC will be providing pavement markings at 10.5% (\$6,585.00) of the total contract value.

There were six (6) responsive and responsible bids received for this project under BID058-19-20-LAG.

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

Base Bid	\$ 62,801.00
Contingency (20%)	\$ 6,280.10
Total	\$ 69,081.10

ATTACHMENTS:

- Contract approved by Legal (PDF)

- Palmetto Corp BIR Form (PDF)
- Bid Tabulation (PDF)
- Location Map (PDF)

CONTRACT

City of Columbia, South Carolina

Germany Street Resurfacing Project from Waites Road to Barhamville Road

BID 058-19-20-LAG

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Palmetto Corp of Conway with legal address and principal place of business at 3873 Hwy 701 N., Conway SC, 29526, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

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

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Sixty-Two Thousand Eight Hundred One Dollars and Zero Cents (\$ 62,801.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 18 "Specifications Roadway Improvements, Materials and Construction" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 General Specifications.

9.2.8 SCDOT Standard Specifications https://www.scdot.org/business/pdf/2007_full_specbook.pdf.

9.2.9 Location Map.

9.2.10 Addendum numbers 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification. 11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date:

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Attachment: Contract approved by Legal (6009 : Germany St, Resurfacing Project from Waites Rd. to Barhamville Rd..)

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)
COLOMIA PAVEMENT MAAK WGS, INC.		PAVEMENT MARKINGS	\$6,585.00	10.48%	DBE WBE	FD
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 6,585.00

TOTAL CONTRACT AMOUNT: \$ 62,801.00

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

Business Name: PALMETTO CORP OF COLUMBIA

Representative Name/Title: SHAWN GODWIN, PRESIDENT

Date: 6-2-20

Attachment: Palmetto Corp BIR Form (6009 : Germany St, Resurfacing Project from Waites Rd. to Barhamville Rd.)

Event Number	BID 058-19-20-LAG Addendum 2	Organization	City of Columbia, SC
Event Title	Germany St. Resurfacing from Waites Rd. to	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	5/11/2020 07:43:51 PM (ET)	Phone	
Close Date	6/2/2020 10:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Palmetto Corp of Conway	Conway	SC	6/2/2020 07:17:33 AM (ET)	1	\$62,801.00
Sloan Construction (Sloan Const	Columbia	SC	6/2/2020 10:14:47 AM (ET)	1	\$66,491.00
C. R. Jackson, Inc.	Columbia	SC	6/2/2020 08:19:55 AM (ET)	1	\$72,885.00
Armstrong Contractors	Columbia	SC	6/1/2020 02:28:55 PM (ET)	1	\$80,885.00
LAD Construction, LLC	Swansea	SC	6/2/2020 09:33:36 AM (ET)	1	\$111,616.00
North American Pipeline Manag	Marietta	GA	6/2/2020 09:48:21 AM (ET)	1	\$124,974.00

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



Germany Street

EDISON ST

NO NAME

GERMANY ST

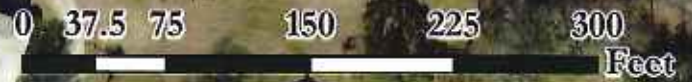
BARHAMVILLE RD

WAITES RD

GERMANY ST

MCDONALD ST

Germany Street Resurfacing
Surface Area - 36105 sqft





We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the renewal of Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidders of each lot in the total amount of \$684,366.84.

REQUISITION NO.: R205449, R205541, R205528, & R205546

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution & Maintenance - Pipe, Fittings, Hydrants, etc. (5516203-625700). The original budget amount is \$684,366.84. The initial contract term expired June 30, 2020. This is year one (1) of the optional two (2) year renewal periods.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:

Lots	Vendors / Locations	Amounts
1,2,4,6,9-13,17-20 and 22-24	Core & Main LP/ Saint Louis, MO	\$430,886.01
15,16, and 25	Fortiline, Inc./ Columbia, SC	\$ 84,537.00
5 and 14	Ferguson Enterprises/ Elgin, SC	\$ 28,241.90
3,7,8, and 21	Hayes Pipe Supply/ Nashville, TN	\$ 90,008.08
SC Sales Tax		\$ 50,693.85
	Total	\$684,366.84

ATTACHMENTS:

- FY 20/21 Quote (PDF)

Sforza, Carol A

From: Troy Fite <Troy.Fite@fortiline.com>
Sent: Friday, June 5, 2020 1:34 PM
To: Sforza, Carol A
Cc: Bubba Rucker
Subject: LOT 15 EXTENSION (RE: [EXTERNAL] Lot 5 & 6 WWM; Lot 15, 16, & 25 Water repair)

Categories: FY2021 WDM

LOT #15

Attached are my numbers. We have experienced a 5% to 7% price increase from FY 2019-2020. The exception to that is the DFW65C.1T.Lid. As stated in my previous email, I quoted you BELOW my cost last year and I honored my mistake and provided the product as quoted. Each sale was a lost that I absorbed.

I hope this gives you what you need.

LOT #15 - 2020-2021			
		<i>BID AMOUNT</i>	<i>BID TOTAL</i>
2000	ea – Meter box, small plastic, Carson Brooks1220 less lid NDS D1220-B/0 or equivalent	\$ 6.75	\$ 13,500.00
3000	ea – Lid, Black Plastic, 12"x17" Rectangular, with Molded Touch Read Hole DFW1200.1T.LID or equival	\$ 6.90	\$ 20,700.00
100	ea – Lid, Traffic Grade Poly., with Molded Touch Read Hole; DFW36C-1T-Lid or equivalent	\$ 21.00	\$ 2,100.00
20	Lid, Traffic Grade Poly., with Molded Touch Read Hole; DFW65C.1T.Lid or equivalent	\$ 55.00	\$ 1,100.00
100	ea - Lid, light duty plastic, 16"x22"x12" with Molded Touch Read Hole; DFW1500.1T.LID or equiva	\$ 12.15	\$ 1,215.00
	-		
	-		\$ 38,615.00

TROY A. FITE | Sales Representative

o: 803-783-5511 **c:** 803-767-7744 **f:** 803-783-7476

Fortiline Waterworks | 120 N. Shorecrest Road, Columbia, SC 29209



From: Sforza, Carol A <Carol.Sforza@columbiasc.gov>
Sent: Friday, June 5, 2020 9:43 AM
To: Troy Fite <Troy.Fite@fortiline.com>
Cc: Bubba Rucker <Bubba.Rucker@fortiline.com>

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)

Sforza, Carol A

From: Troy Fite <Troy.Fite@fortiline.com>
Sent: Friday, June 5, 2020 2:02 PM
To: Sforza, Carol A
Subject: RE: LOT 15 EXTENSION (RE: [EXTERNAL] Lot 5 & 6 WWM; Lot 15, 16, & 25 Water repair)

Categories: FY2021 WDM

LOT #16 - 2020-2021

		<i>BID AMOUNT</i>	<i>BID TOTAL</i>
100	ea – Large meter box lids with reader	\$ 52.04	\$ 5,204.08
30	ea – 36H Concrete meter box w CI reader	\$ 17.50	\$ 525.00
60	ea – Meter Box Lids with Reader to fit the 36H Concrete meter boxes	\$ 26.80	\$ 1,608.00
-			
			\$ 7,337.08

**LOT# 25 - METER SPUDS, METER
COUPLINGS WITH BUSHING
(METER SWIEL BY MIP THREAD,
SHORT,**

<u>2020-2021</u>			
		<i>BID AMOUNT</i>	<i>BID TOTAL</i>
200	EA - 1"	\$ 5.95	\$ 1,190.00
300	EA - 1 1/2"	\$ 32.75	\$ 9,825.00
300	EA - 2 X 1 1/2"	\$ 46.40	\$ 13,920.00
3000	EA - 3/4"	\$ 4.55	\$ 13,650.00
			\$ 38,585.00

This get it?

T-

TROY A. FITE | Sales Representative

o: 803-783-5511 **c:** 803-767-7744 **f:** 803-783-7476

Fortiline Waterworks | 120 N. Shorecrest Road, Columbia, SC 29209



From: Sforza, Carol A <Carol.Sforza@columbiasc.gov>
Sent: Friday, June 5, 2020 1:52 PM

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)



Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXTENSION 2020-2021

CUSTOMER	CONTACT	NOTES
CITY OF COLUMBIA SC 4013 W BELTLINE BLVD COLUMBIA, SC 29204 Contact: CAROL SFORZA (T) 803-545-3915 (F) 803-988-8076 casforza@columbiasc.net	Job CITY OF COLUMBIA ANNUAL - WATER EXTENSION 2020-2021 Bid Date: 06/30/2020 02:00 p.m. Bid #: 1362842	
	Sales Representative Steven Carter (M) 803-309-4622 (T) 803-794-0902 (F) 803-796-4610 steven.Carter@coreandmain.com	Core & Main 914 Chris Dr West Columbia, SC 29169 (T) 803-794-0902

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)



Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXTENSION 2020-2021

CITY OF COLUMBIA SC

Bid Date: 06/30/2020 02:00 p.m.

Core & Main 1362842

Steven Carl

Mobile: 803-309-46

Phone: 803-794-09

Fax: 803-796-46

steven.Carter@coreandmain.cc

Seq#	Qty	Part Number	Descripon	Units	Price	Ext Price
10			LOT #1 - PLASTIC TUBING SILVERLINE			
20	15000	0907ENDOPOLYC100	3/4X100' CTS ENDOPOLY BLACK SDR9 4710 250PSI	FT	0.21	3,150.00
30	8000	0910ENDOPOLYC100	1X100' CTS ENDOPOLY BLACK SDR9 4710 250PSI	FT	0.32	2,560.00
40	500	0915ENDOPOLYC100	1-1/2X100' CTS ENDOPOLY BLACK SDR9 4710 250PSI	FT	0.66	330.00
50	1000	0920ENDOPOLYC100	2X100' CTS ENDOPOLY BLACK SDR9 4710 250PSI	FT	1.10	1,100.00
			SUBTOTAL			7,140.00
60			LOT #2 - BRASS GOODS			
70	200	3907P15403N	P15403N 3/4 CPLG PJCTSXPICTS **NO LEAD **	EA	12.78	2,556.00
80	1	3910P15403N	P15403N 1 CPLG PJCTSXPICTS **NO LEAD **	EA	13.93	13.93
90	1000	3907P15428N	P15428N 3/4 ADAPT PJCTSXMIPICTS **NO LEAD **	EA	10.33	10,330.00
100	350	3910P15428N	P15428N 1 ADAPT PJCTSXMIPICTS NO LEAD	EA	12.29	4,301.50
110	20	3915P15428N	P15428N 1-1/2 ADPT PJCTSXMIPICTS **NO LEAD **	EA	34.29	685.80
120	100	3920P15428N	P15428N 2 ADAPT PJCTSXMIPICTS **NO LEAD **	EA	49.49	4,949.00
130	1	3907E15429N	E15429N 3/4 STRT CPLG IPS PE PKJT X MIPICTS NO LEAD	EA	13.16	13.16
140	1000	3907P15451N	P15451N 3/4 CPLG PJCTSXFIP **NO LEAD **	EA	11.10	11,100.00
150	400	3910P15451N	P15451N 1 CPLG PJCTSXFIP **NO LEAD **	EA	16.09	6,436.00
160	20	3915P15451N	P15451N 1-1/2 CPLG PJCTSXFIP **NO LEAD **	EA	43.79	875.80
170	100	3920P15451N	P15451N 2 CPLG PJCTSXFIP **NO LEAD **	EA	51.59	5,159.00
180	1200	3707P25172N250N	P25172N 3/4 BALL CURB PJCTS X FIPT W/LW NO LEAD	EA	40.58	48,696.00
190	300	3710P25172N	P25172N 1 BALL CURB PJCTSXFIP PACK JT CTS X FIP NO LEAD	EA	63.09	18,927.00
200	400	3707B20200N	B20200N 3/4 FIP STRT BALL SERVICE VALVE W/LOCK WING & CHK NO LEAD	EA	37.38	14,952.00
210	300	3710B20200N	B20200N 1 FIP STRT BALL SERVICE VALVE W/LOCK WING & CHK,1/4 TURN NO LEAD	EA	57.24	17,172.00
220	10	371145B20200N	B20200N 1-1/4 FIP STRT BALL VALVE W/LOCK WING & CHK NO LEAD	EA	97.00	970.00
230	100	3715B20200N	B20200N 1-1/2 FIP STRT BALL SERVICE VALVE W/LOCK WING & CHK NO LEAD	EA	116.67	11,667.00
240	200	3720B20200N	B20200N 2 FIP STRT BMV NO LEAD SERVICE VALVE W/LOCK WING & CHK NO LEAD	EA	169.87	33,974.00
250	50	3607P15008N	P15008N 3/4 CORP STOP CCXCP PJ NO LEAD BRASS	EA	23.02	1,151.00
260	200	3610P15008N	P15008N 1 CORP STOP CCXCP PJ NO LEAD BRASS	EA	34.18	6,836.00
270	10	3615B20003N500N	B20003N 1-1/2 BALL CORP 1-1/2X2 CCXMIPT INC THD NO LEAD	EA	95.09	950.90
280	10	3615B2996N	B2996N 1-1/2 CCXMIPT BALL CORP (NO LEAD)	EA	113.51	1,135.10
290	10	3620B20003N500N	B20003N 2 BALL CORP 2X2-1/2 CCXMIPT INC THD NO LEAD	EA	166.34	1,663.40
300	10	3620B2996N	B2996N 2 CCXMIPT BALL CORP NO LEAD	EA	195.43	1,954.30
310	100	391007P15403N	P15403N 1X3/4 CPLG PJCTSXPICTS PACK JT CTS COMP - NO LEAD	EA	14.19	1,419.00
320	1	3910H15425N	H15425N 1 ADPT CFXMIPICTS NO LEAD	EA	13.36	13.36
330	20	3907H15425N	H15425N 3/4 ADPT CFXMIPICTS NL NO LEAD	EA	9.33	186.60
340	200	4607B24118R2A7N	B24118-R2A-7N 5/8X3/4X7 YOKE NO LEAD	EA	110.26	22,052.00
350	150	4607236B24118R2AN	236B24118R2A--N MTR RELOCATOR 9" RISER 5/8X3/4 LW BALL VLVX ANG CHK VLV NO LEAD	EA	112.51	16,876.50
360	150	4607238B24118R2AN	238B24118R2A--N MTR RELOCATOR 12" RISER 5/8X3/4 LW BALL VLVX ANG CHK VLV NO LEAD	EA	115.62	17,343.00
370	100	4607239B24118R2AN	239B24118R2A--N MTR RELOCATOR 15" RISER 5/8X3/4 LW BALL VLVX ANG CHK VLV NO LEAD	EA	119.14	11,914.00
380	150	4607B2446R32AN	B2446-R2AN 5/8X3/4 OFFSET RELO W/LOCK WING ANGLE METER VLV N	EA	120.66	18,099.00

06/05/2020 - 11:13 AM

Actual taxes may vary

Page 2 of 2

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)



Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXTENSION 2020-2021

Bid #: 1362842

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
390	50	4610B2411810N	B24118N 1X10 MTR RESETTER W/BV NO LEAD	EA	205.96	10,298.00
SUBTOTAL						304,670.30
400			LOT #4 - STEEL COUPLINGS			
410	5	74201016601	201-016601 1-1/4X5 STL CPLG 1.66 OD	EA	17.01	85.05
420	150	74201019001	201-019001 1-1/2X5 STL CPLG 1.90 OD	EA	20.00	3,000.00
430	200	74201023801	201-023801 2X5 STEEL COUPLING 2.38 OD	EA	22.10	4,420.00
440	0	74201010501	201-010501 3/4X5 STL CPLG 1.05 OD	EA	14.85	0.00
450	1	74201028801	201-028801 2-1/2X5 STL CPLG 3 BOLT 2.88 OD	EA	34.93	34.93
SUBTOTAL						7,539.98
460			LOT #6 - DRESSER COUPLINGS JCM			
470	4	742420550E	242-0550E 4 OPTIMUM CPLG EPXY 4.22-5.60 OD	EA	102.11	408.44
480	30	742420760E	242-0760E 6 OPTIMUM CPLG EPXY 6.28-7.60 OD	EA	138.95	4,168.50
490	4	742410960E	241-0960E 8 OPTIMUM CPLG EPXY 8.40-9.75 OD	EA	176.85	707.40
SUBTOTAL						5,284.34
500			LOT #9 - SERVICE CLAMPS CC			
510	6	70JCM402041309CC	402-0413-09CC 3X1CC SAD JCM DBL STRAP 3.80-4.13 OD 402-041309CC	EA	16.29	97.74
520	30	70JCM402054509CC	402-0545-09CC 4X1CC DI SDL DBL EG STRAP 4.74-5.45 OD	EA	17.38	521.40
530	10	70JCM402054515CC	402-0545-15CC 4X2CC DI SDL DBL EG STRAP 4.74-5.45 OD	EA	22.46	224.60
540	200	70JCM402074508IP	402-0745-08CC 6X1CC SAD JCM DBL STRAP 6.84-7.60 OD	EA	21.42	4,284.00
550	10	70JCM402074514IP	402-0745-14CC 6X2CC SAD JCM DBL STRAP 6.84-7.60 OD	EA	26.74	267.40
560	40	70JCM402090509CC	402-0905-09CC 8X1CC SAD JCM DBL STRAP 8.63-9.05 OD	EA	23.84	953.60
570	5	70JCM402090515CC	402-0905-15CC 8X2CC DI SDL DBL EG STRAP 8.63-9.05 OD	EA	29.26	146.30
580	10	70JCM402111009CC	402-1110-09CC 10X1CC SAD JCM DBL STRAP 10.75-11.10 OD	EA	31.42	314.20
590	4	70JCM404111015CC	404-1110-15CC 10X2CC DI SDL DBL SS STRAP 10.75-11.10 OD	EA	39.05	156.20
600	20	70JCM402142609CC	402-1426-09CC 12X1CC SAD JCM DBL STRAP 13.10-14.38 OD	EA	36.88	737.60
610	5	70JCM402142615CC	402-1426-15CC 12X2CC DI SDL DBL EG STRAP 13.10-14.38 OD	EA	46.44	232.20
620	10	70JCM402188809CC	402-1888-09CC 16X1CC DI SDL DBL EG STRAP 17.30-18.88 OD	EA	57.55	575.50
SUBTOTAL						8,510.72
630			LOT #13 - REPAIR CLAMPS			
640	50	72229023807	229-023807-000 2X7-1/2 CLAMP COLLAR LEAK 2.38 OD	EA	39.64	1,982.00
650	10	72229035007	229-035007-000 3X7-1/2 CLAMP COLLAR LEAK 3.50 OD	EA	45.38	453.80
SUBTOTAL						2,435.80
660			LOT #17 - FIRE HYDRANTS			
670	6	605246M3A423RCOLA	A423 2'0"B 6" MJ COLUMBIA SC 5-1/4VO OR 423-526451	EA	1,510.19	9,061.14
680	6	605366M3A423RCOLA	A423 3'0"B 6" MJ COLUMBIA SC 5-1/4VO OR 423-522144	EA	1,582.30	9,493.80
690	10	605486M3A423RCOLA	A423 O/R 4'0" 6" MJ COLUMBIA SC 5-1/4 HYD	EA	1,645.83	16,458.30
SUBTOTAL						35,013.24
700			LOT #18 - BRASS FITTINGS			
710	1	30I20PNL	2 BRASS SQ HD CORED PLUG NL(I) NO LEAD	EA	7.16	7.16
720	1	30I10PNL	1 BRASS SQ HEAD CORED PLUG (I) NO LEAD	EA	2.34	2.34
730	100	30I07SNL	3/4 BRASS COUPLING NO LEAD (I)	EA	2.48	248.00
740	100	30I20SNL	2 BRASS COUPLING NO LEAD (I)	EA	13.10	1,310.00
750	150	3007NCLI	3/4XCL BRASS NIPPLE NO LEAD(I)	EA	1.51	226.50
760	100	3010NCLI	1XCL BRASS NIPPLE NO LEAD (I)	EA	2.24	224.00
770	100	3015NCLI	1-1/2XCL BRASS NIPPLE NL (I) NO LEAD	EA	4.39	439.00
780	150	3020NCLI	2XCL BRASS NIPPLE NO LEAD (I)	EA	6.68	1,002.00
790	1	3012NCLI	1-1/4XCL BRASS NIPPLE NL (I) NO LEAD	EA	3.38	3.38
800	25	3012N020I	1-1/4X2 BRASS NIPPLE NL (I) NO LEAD	EA	3.86	96.50
810	25	3012N030I	1-1/4X3 BRASS NIPPLE NL (I) NO LEAD	EA	5.16	129.00
820	25	3012N050I	1-1/4X5 BRASS NIPPLE NL (I) NO LEAD	EA	8.28	207.00
830	150	3007N020I	3/4X2 BRASS NIPPLE NO LEAD (I)	EA	1.91	286.50
840	100	3007N030I	3/4X3 BRASS NIPPLE NO LEAD (I)	EA	2.56	256.00



Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXTENSION 2020-2021

Bid #: 1362842

Seq#	Qty	Part Number	Descripon	Units	Price	Ext Price
850	100	3007N040I	3/4X4 BRASS NIPPLE NO LEAD (I)	EA	3.33	333.00
860	25	3007N050I	3/4X5 BRASS NIPPLE NO LEAD (I)	EA	4.00	100.00
870	100	3007N060I	3/4X6 BRASS NIPPLE NO LEAD (I)	EA	4.87	487.00
880	25	3007N120I	3/4X12 BRASS NIPPLE NO LEAD(I)	EA	9.32	233.00
890	100	3010N030I	1X3 BRASS NIPPLE NO LEAD (I)	EA	3.71	371.00
900	100	3010N040I	1X4 BRASS NIPPLE NO LEAD (I)	EA	4.81	481.00
910	100	3010N050I	1X5 BRASS NIPPLE NO LEAD (I)	EA	5.96	596.00
920	100	3010N060I	1X6 BRASS NIPPLE NO LEAD(I)	EA	7.11	711.00
930	100	3010N120I	1X12 BRASS NIPPLE NO LEAD (I)	EA	13.97	1,397.00
940	25	3015N020I	1-1/2X2 BRASS NIPPLE NL (I) NO LEAD	EA	4.72	118.00
950	100	3015N030I	1-1/2X3 BRASS NIPPLE NL (I) NO LEAD	EA	6.49	649.00
960	100	3015N040I	1-1/2X4 BRASS NIPPLE NL (I) NO LEAD	EA	8.46	846.00
970	30	3015N050I	1-1/2X5 BRASS NIPPLE NL (I) NO LEAD	EA	10.52	315.60
980	100	3015N060I	1-1/2X6 BRASS NIPPLE NL (I) NO LEAD	EA	12.50	1,250.00
990	100	3020N030I	2X3 BRASS NIPPLE NO LEAD (I)	EA	8.28	828.00
1000	100	3020N040I	2X4 BRASS NIPPLE NO LEAD (I)	EA	10.84	1,084.00
1010	100	3020N050I	2X5 BRASS NIPPLE NO LEAD (I)	EA	13.40	1,340.00
1020	100	3020N060I	2X6 BRASS NIPPLE NO LEAD (I)	EA	16.00	1,600.00
1030	125	3020N120I	2X12 BRASS NIPPLE NO LEAD (I)	EA	31.53	3,941.25
1040	100	30I079NL	3/4 BRASS 90 NO LEAD (I)	EA	3.05	305.00
1050	100	30I159NL	1-1/2 BRASS 90 NO LEAD (I)	EA	9.33	933.00
1060	125	30I209NL	2 BRASS 90 NO LEAD (I)	EA	15.19	1,898.75
1070	30	30I104NL	1 BRASS 45 NO LEAD (I)	EA	5.15	154.50
1080	30	30I204NL	2 BRASS 45 NO LEAD (I)	EA	16.77	503.10
1090	50	30I074NL	3/4 BRASS 45 NO LEAD (I)	EA	3.06	153.00
1100	150	30I07T07NL	3/4 BRASS TEE NO LEAD (I) NO LEAD	EA	3.76	564.00
1110	1	30I20T20NL	2 BRASS TEE NO LEAD (I)	EA	21.11	21.11
1120	1	30I20T07NL	2X3/4 BRASS TEE NO LEAD (I)	EA	26.08	26.08
1130	2000	30I10B07NL	1X3/4 BRASS BUSHING NL (I) NO LEAD	EA	2.46	4,920.00
1140	30	30I12B10NL	1-1/4X1 BRASS BUSHING NL (I) NO LEAD	EA	4.21	126.30
1150	1	30I12B07NL	1-1/4X3/4 BRASS BUSHING NL (I) NO LEAD	EA	4.21	4.21
1160	30	30I15B10NL	1-1/2X1 BRASS BUSHING NL (I) NO LEAD	EA	5.38	161.40
1170	15	30I15B07NL	1-1/2X3/4 BRASS BUSHING NL (I) NO LEAD	EA	6.58	98.70
1180	50	30I20B10NL	2X1 BRASS BUSHING NO LEAD (I)	EA	9.61	480.50
1190	70	30I20B15NL	2X1-1/2 BRASS BUSHING NL (I) NO LEAD	EA	7.97	557.90
1200	30	30I25B20NL	2-1/2X2 BRASS BUSHING NL (I) NO LEAD	EA	15.96	478.80
1210	1	30I07B05NL	3/4X1/2 BRASS BUSHING NL (I) NO LEAD	EA	1.62	1.62
1220	1	30I07B02NL	3/4X1/4 BRASS BUSHING NL (I) NO LEAD	EA	1.96	1.96
1230	1	30I30B20NL	3X2 BRASS BUSHING NO LEAD (I)	EA	24.00	24.00
1240	1	30I10R07NL	1X3/4 BRASS REDUCER NL (I) NO LEAD	EA	4.92	4.92
1250	25	30I20R10NL	2X1 BRASS REDUCER NO LEAD (I)	EA	16.85	421.25
1260	30	30I20R15NL	2X1-1/2 BRASS REDUCER NL (I) NO LEAD	EA	14.88	446.40
SUBTOTAL						33,404.70
1270			LOT #19 - DIP & CASING			
1280	600	010650T	6 TJ CL50 PR350 DI PIPE	FT	15.00	9,000.00
1290	100	0108350T	8 TJ PR350 DI PIPE	FT	19.75	1,975.00
1300	40	0110350T	10 TJ PR350 DI PIPE	FT	23.75	950.00
SUBTOTAL						11,925.00
1310			LOT #20 - DI FITTINGS, MJ SIP			
1320	6	21I04S112T	4 MJ L/P SLV C153 IMP	EA	30.41	182.46
1330	40	21I06S112T	6 MJ L/P SLV C153 IMP	EA	50.54	2,021.60
1340	26	21I08S112T	8 MJ L/P SLV C153 IMP	EA	81.83	2,127.58
1350	8	21I10S112T	10 MJ L/P SLV C153 IMP	EA	98.14	785.12



Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXTENSION 2020-2021

Bid #: 1362842

Seq#	Qty	Part Number	Descripon	Units	Price	Ext Price
1360	10	21I12S112T	12 MJ L/P SLV C153 IMP	EA	131.94	1,319.4
1370	4	21I18S115T	18 MJ L/P SLV C153 IMP	EA	322.76	1,291.0
1380	4	21I24S115T	24 MJ L/P SLV C153 IMP	EA	513.84	2,055.3
1390	1	21I089M	8 MJ 90 C153 IMP	EA	81.21	81.2
1400	5	21I064M	6 MJ 45 C153 IMP	EA	45.62	228.1
1410	50	59VR010I	1 VALVE BOX RISER IMP	EA	4.59	229.5
1420	1	59VR015I	1-1/2 VALVE BOX RISER IMP	EA	5.35	5.3
1430	100	59VR020I	2 VALVE BOX RISER IMP	EA	6.20	620.0
1440	50	59VR060I	6 VALVE BOX RISER IMP	EA	14.25	712.5
SUBTOTAL						11,659.2
1450			LOT #22 - STRAIGHT COUPLINGS			
1460	1	3907P15509N250N	P15509N 3/4 CPLG PJCTS X X-S LEAD FLG NO LEAD	EA	22.23	22.2
1470	1	3910P15509N330N	P15509N 1 CPLG PJCTS X X-S LEAD FLG NO LEAD	EA	36.18	36.1
SUBTOTAL						58.4
1480			LOT #23 - C900 PVC PIPE			
1490	240	020618B	6 C900 DR18 PVC PIPE (G) BLU PC235	FT	4.25	1,020.0
1500	100	020818B	8 C900 DR18 PVC PIPE (G) BLU PC235	FT	7.38	738.0
1510	60	021018B	10 C900 DR18 PVC PIPE (G) BLU PC235	FT	11.07	664.2
1520	20	021218B	12 C900 DR18 PVC PIPE (G) BLU PC235	FT	15.62	312.4
SUBTOTAL						2,734.6
1530			LOT #24 - IPS PRESS PIPE SDR21			
1540	20	0301521	1-1/2 PVC SDR21 PR200 PIPE (G)	FT	0.33	6.6
1550	1000	0302021	2 PVC SDR21 PR200 PIPE (G)	FT	0.47	470.0
1560	20	0302521	2-1/2 PVC SDR21 PR200 PIPE (G)	FT	0.69	13.8
1570	20	0303021	3 PVC SDR21 PR200 PIPE (G)	FT	0.96	19.2
SUBTOTAL						509.6
Sub Total						430,886.0
Tax						34,470.8
Total						465,356.8

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <http://coreandmain.com/TandC/>

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)

**MASONRY SUPPLY, INC -OLDCASTLE REP NC/SC
TRICAST- CASTINGS / CUSTOM METER LIDS**

June 5, 2020

To:
Troy Fite
Fortiline , Inc.

Re: City of Columbia 2020-2021 Renewal

We regret to inform you that due to unforeseen circumstances this year we will not be able to hold numbers through 2021. We will have no problem with availability , but due to competition in transportation, changes made in the manufacturing process , etc. many other variables affecting product pricing , we cannot honor numbers given on the prior annual bid for another full year . We are prepared to stock and supply all items quoted with a 7%-10% price increase depending on the product line . We apologize for any inconvenience and hope to continue working with you . Please feel free to contact us with any questions or concerns .

Sincerely yours,

Jacob Nash

Vice President

MS. Inc- TriCast

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)

14:03:30 JUN 02 2020

Page 1 of 1

FERGUSON WATERWORKS #950

Price Quotation

Phone: 803-462-0860

Fax: 803-462-0870

Bid No: B321783
Bid Date: 05/21/20
Quoted By: TEL

Cust Phone: 803-545-3325
Terms: NET 10TH PROX

Customer: CITY OF COLUMBIA
2910 COLONIAL DRIVE
ACCOUNTING DIVISION
COLUMBIA, SC 29203

Ship To: WATER DEPARTMENT
4013 WEST BELTLINE BOULEVAR
COLUMBIA, SC 29204

Cust PO#:

Job Name: WATER 20-21 RENEWAL

Item	Description	Quantity	Net Price	UM	Total
	LOT #14				
	((((((((((((((((((((				
FF126375	2X7-1/2 F1 SS REP CLMP 2.35-2.63	50	36.400	EA	1820.00
FF1263125	2X12-1/2 F1 SS REP CLMP 2.35-2.63	50	59.440	EA	2972.00
FF130075	2-1/2X7-1/2 SS REP CLMP 2.70-3.00	50	38.950	EA	1947.50
FF137075	3X7-1/2 SS REP CLMP 3.46-3.70	20	42.720	EA	854.40
FF1400125	3X12-1/2 F1 SS REP CLMP 3.73-4.00	10	65.940	EA	659.40
FF151475	4X7-1/2 F1 SS REP CLMP 4.74-5.14	25	46.300	EA	1157.50
FF1514125	4X12-1/2 F1 SS REP CLMP 4.74-5.14	15	67.260	EA	1008.90
FF172475	6X7-1/2 F1 SS REP CLMP 6.84-7.24	100	52.020	EA	5202.00
FF178575	F1-7.85 X 7.5 FORDFLEX CLMP	30	53.700	EA	1611.00
FF1724125	6X12-1/2 F1 SS REP CLMP 6.84-7.24	20	83.250	EA	1665.00
FF297975	F2-9.79 X 7.5 F/ DFLEX CLMP	20	62.750	EA	1255.00
	SUBTOTAL				20152.70
	((((((((((((((((((((				
	LOT #5				
	((((((((((((((((((((				
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	10	495.000	EA	4950.00
IMJBGP	4 MJ C153 BLT GSKT PK L/ GLAND	20	7.240	EA	144.80
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	150	8.500	EA	1275.00
IMJBGPX	8 MJ C153 BLT GSKT PK L/ GLAND	100	9.550	EA	955.00
IMJBGP10	10 MJ C153 BLT GSKT PK L/ GLAND	10	12.600	EA	126.00
IMJBGP12	12 MJ C153 BLT GSKT PK L/ GLAND	10	13.500	EA	135.00
IMJBGP16	16 MJ C153 BLT GSKT PK L/ GLAND	10	20.540	EA	205.40
IMJBGP24	24 MJ C153 BLT GSKT PK L/ GLAND	10	29.800	EA	298.00
	SUBTOTAL				8089.20
Net Total:					\$28241.90
Tax:					\$2259.34
Freight:					\$0.00
Total:					\$30501.24

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=950&on=217>

Packet Pg. 175

Fax: 803-462-0870

14:03:30 JUN 02 2020

Reference No: B321783

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=950&on=217>

Packet Pg. 176



HAYES PIPE SUPPLY, INC.

8130 Garners Ferry Road • Columbia, SC 29209

(803) 695-2424 • Fax (803) 695-7066

www.hayespipe.com

QUO # - 34687

PAGE - 1

TO: CITY OF COLUMBIA SC

ATTN: CAROL SFORZA

ACCOUNTING
P O BOX 147

LOT #3 STRAIGHT COUPLINGS

COLUMBIA SC 29217

Plan Date
5/22/2020

Last Revision
EM

BID DATE
7/01/2020

BID TIME
:00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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* **NOTE: PRICING ON THIS QUOTE FIRM FROM 7/1/20 THRU 6/30/21..***

800	3/4IN FORD C85-33-NL MIPT X P/J FOR STEEL PIPE	EA	15.01	12,008.00
200	1IN FORD C85-44-NL MIPT X P/J FOR STEEL PIPE	EA	22.94	4,588.00

Total For Quoted Items				16,596.00
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HAYES PIPE SUPPLY, INC.

BY. _____

These prices are good for order placement through - 6/30/2021 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN • (615) 255-4040
□ Knoxville, TN • (865) 525-1717
□ Lexington, KY • (859) 231-8323
□ Tampa, FL • (813) 241-4040
□ Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 □
Acworth, GA • (770) 529-8883 □
Louisville, KY • (502) 454-8500 □
Lake Helen, FL • (386) 228-9819 □
Columbia, SC

Packet Pg. 177

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)



HAYES PIPE SUPPLY, INC.

8130 Garners Ferry Road • Columbia, SC 29209

(803) 695-2424 • Fax (803) 695-7066

www.hayespipe.com

QUO # - 34691

PAGE - 1

TO: CITY OF COLUMBIA SC

ATTN: CAROL SFORZA

ACCOUNTING
P O BOX 147

LOT #8 MEGALUGS F/DIP & C900

COLUMBIA SC 29217

Plan Date 5/22/2020 Last Revision EM

BID DATE 7/01/2020

BID TIME :00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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* NOTE: PRICING ON THIS QUOTE FIRM FROM 7/1/20 THRU 6/30/21..*

100	6IN FORD UFR1400-D-6-I RESTRAINT F/DIP	EA	18.41	1,841.00
20	8IN FORD UFR1400-D-8-I RESTRAINT F/DIP	EA	27.66	553.20
20	10IN FORD UFR1400-D-10-I RESTRAINT F/DIP	EA	41.01	820.20
20	12IN FORD UFR1400-D-12-I RESTRAINT F/DIP	EA	59.74	1,194.80
10	18IN FORD UFR-1400-D-18-I RESTRAINT F/DIP	EA	160.31	1,603.10
12	24IN FORD UFR-1400-D-24-I RESTRAINT F/DIP	EA	276.44	3,317.28
20	4IN FORD UFR1500-4-I RESTRAINT F/PVC	EA	18.95	379.00
10	6IN FORD UFR1500-6-I RESTRAINT F/PVC	EA	23.04	230.40
20	8IN FORD UFR1500-8-I RESTRAINT F/PVC	EA	34.05	681.00
10	10IN FORD UFR1500-10-I RESTRAINT F/PVC	EA	64.36	643.60

Total For Quoted Items 11,263.58

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN • (615) 255-4040
□ Knoxville, TN • (865) 525-1717
□ Lexington, KY • (859) 231-8323
□ Tampa, FL • (813) 241-4040
□ Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 □
Acworth, GA • (770) 529-8883 □
Louisville, KY • (502) 454-8500 □
Lake Helen, FL • (386) 228-9819 □
Columbia, SC • (803) 695-2424 □



HAYES PIPE SUPPLY, INC.

8130 Garners Ferry Road • Columbia, SC 29209
(803) 695-2424 • Fax (803) 695-7066
www.hayespipe.com

HAYES PIPE SUPPLY, INC.

BY. 6/30/2021 Release of
These prices are good for order placement through - 6/30/2021 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

□ Nashville, TN • (615) 255-4040
□ Knoxville, TN • (865) 525-1717
□ Lexington, KY • (859) 231-8323
□ Tampa, FL • (813) 241-4040
□ Longview, TX • (903) 753-5533

Matins - Main Line Accessories - Service Materials - Casing Pipe

Murfreesboro, TN • (615) 217-3040 □
Acworth, GA • (770) 529-8883 □
Louisville, KY • (502) 454-8500 □
Lake Helen, FL • (386) 228-9819 □
Columbia, SC • (803) 695-2424 □

9.a



HAYES PIPE SUPPLY, INC.

8130 Garners Ferry Road • Columbia, SC 29209
(803) 695-2424 • Fax (803) 695-7066
www.hayespipe.com

QUO # - 34688

PAGE - 1

TO: CITY OF COLUMBIA SC

ATTN: CAROL SFORZA

ACCOUNTING
P O BOX 147

LOT #7 TAPPING SLEEVE, CI MJ
F/DIP

COLUMBIA SC 29217

Plan Date 5/22/2020 Last Revision EM

BID DATE 7/01/2020 BID TIME :00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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* NOTE: PRICING ON THIS QUOTE FIRM FROM 7/1/20 THRU 12/30/20.*

2	6x6IN MJ DI TAPPING SLEEVE	EA	745.25	1,490.50
Total For Quoted Items				1,490.50

HAYES PIPE SUPPLY, INC.

BY. _____

These prices are good for order placement through -12/30/2020 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

Mains - Main Line Accessories - Service Materials - Casing Pipe

o Nashville, TN • (615) 255-4040
o Knoxville, TN • (865) 525-1717
o Lexington, KY • (859) 231-8323
o Tampa, FL • (813) 241-4040
o Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 o
Acworth, GA • (770) 529-8883 o
Louisville, KY • (502) 454-8500 o
Lake Helen, FL • (386) 228-9819 o
Columbia, SC • (803) 695-2424 o

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)



HAYES PIPE SUPPLY, INC.

8130 Garners Ferry Road • Columbia, SC 29209

(803) 695-2424 • Fax (803) 695-7066

www.hayespipe.com

QUO # - 34694

PAGE - 1

TO: CITY OF COLUMBIA SC

ATTN: CAROL SFORZA

ACCOUNTING
P O BOX 147

LOT #21 DUAL CHECK VALVES

COLUMBIA SC 29217

Plan Date 5/22/2020 Last Revision EM

BID DATE 7/01/2020 BID TIME :00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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 * NOTE: PRICING ON THIS QUOTE FIRM FROM 7/1/20 THRU 6/30/21 *
 * PROVIDED THIS LOT DOES NOT GO BACK OUT FOR BID. IN *
 * THE EVENT THIS LOT DOES GO BACK OUT FOR BID, PRICING *
 * WILL ADJUST... *

3,000	1x3/4IN WILKINS 1UFMX34UF 700XL DUAL CHECK	EA	18.52	55,560.00
200	1-1/4X1IN WILKINS 114UFMX1UF 700XL DUAL CHECK	EA	25.79	5,158.00
Total For Quoted Items				60,718.00

HAYES PIPE SUPPLY, INC.

BY. _____

These prices are good for order placement through - 6/30/2021 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

Mains - Main Line Accessories - Service Materials - Casing Pipe

o Nashville, TN • (615) 255-4040
 o Knoxville, TN • (865) 525-1717
 o Lexington, KY • (859) 231-8323
 o Tampa, FL • (813) 241-4040
 o Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 o
 Acworth, GA • (770) 529-8883 o
 Louisville, KY • (502) 454-8500 o
 Lake Helen, FL • (386) 228-9819 o
 Columbia, SC • (803) 695-2424 o

Attachment: FY 20/21 Quote (6040 : Water Distribution Annual Repair Materials Bid)



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the renewal of Annual Repair Materials for the Wastewater Maintenance Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidder of each lot in the total amount of \$194,124.02

REQUISITION NO.: R205599, R205596 & R205589

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater & Maintenance - Pipe, Fittings, Hydrants, etc. (5516205-625700). The original budget amount is \$300,000.00. The initial contract term expired June 30, 2020 with an option to renew for 2 additional 1 year terms.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:

Lots	Vendors / Locations	Amounts
1,2,4,7, and 8	Core & Main LP/ Saint Louis, MO	\$ 67,590.52
5 and 6	Fortiline, Inc./ Columbia, SC	\$ 4,591.80
3,9,10, and 11	Ferguson Enterprises/ Elgin, SC	\$ 107,562.14
SC Sales Tax		\$ 14,379.56
	Total	\$ 194,124.02

ATTACHMENTS:

- FY 20/21 Quotes (PDF)

TROY FITE - FORTILINE

6/1/2020

WATER REPAIR MATERIAL

<u>LOT #15 METER BOXES, PLASTIC AND LIDS</u>		<u>2020-2021</u>	
		<i>BID AMOUNT</i>	<i>BID TOTAL</i>
850	ea – Meter box, small plastic, Carson Brooks1220 less lid NDS D1220-B/0 or equivalent	\$ 6.75	\$ 5,737.50
1,500	ea – Lid, Black Plastic, 12"x17" Rectangular, with Molded Touch Read Hole DFW1200.1T.LID or equival	\$ 7.00	\$ 10,500.00
200 *	ea – Lid, Traffic Grade Poly., with Molded Touch Read Hole; DFW36C-1T-Lid or equivalent	\$ 21.00	\$ 4,200.00
50	Lid, Traffic Grade Poly., with Molded Touch Read Hole; DFW65C.1T.Lid or equivalent	\$ 55.00	\$ 2,750.00
20	ea - Lid, light duty plastic, 16"x22"x12" with Molded Touch Read Hole; DFW1500.1T.LID or equiva	\$ 12.25	\$ 245.00
			\$ 23,432.50

<u>LOT #16 METER BOXES, CONCRETE AND LIDS – BROOKS PRODUCTS ONLY</u>		<u>2020-2021</u>	
		<i>BID AMOUNT</i>	<i>BID TOTAL</i>
40	ea – Large meter box lids with reader	\$ 51.00	\$ 2,040.00
60	ea – 36H Concrete meter box w CI reader	\$ 17.50	\$ 1,050.00
20	ea – Meter Box Lids with Reader to fit the 36H Concrete meter boxes	\$ 26.80	\$ 536.00
			\$ 3,626.00

TROY FITE - FORTILINE

6/1/2020

<u>COUPLINGS WITH BUSHING (METER SWIEL BY MIP THREAD, SHORT,</u>			<u>2020-2021</u>	
			<i>BID AMOUNT</i>	<i>BID TOTAL</i>
350	EA - 1"		\$ 5.95	\$ 2,082.50
200	EA - 1 1/2"		\$ 32.75	\$ 6,550.00
200	EA - 2 X 1 1/2"		\$ 46.40	\$ 9,280.00
2500	EA - 3/4"		\$ 4.55	\$ 11,375.00
				\$ 29,287.50

WASTE WATER MATERIAL

LOT #5 CLEAN OUT RING/BOX &
COVER, RINGS ONLY, AND COVERS

QTY

120 RING, BOX & COVER (SEWER LID)

<u>2020-2021</u>	
<i>BID AMOUNT</i>	<i>BID TOTAL</i>
\$ 17.99	\$ 2,158.80
	\$ 2,158.80

Lot # 6 ROUND PVC VALVE BIX W/LID
AND LIDS ONLY, NDS 11BC OR
EQUIVALENT WW

2021

QTY

			<u>2020-2021</u>	
			<i>BID AMOUNT</i>	<i>BID TOTAL</i>
300	BOX W/ LID* (60 in 2020)		\$ 7.90	\$ 2,370.00
10	LIDS ONLY* (30 in 2020)		\$ 3.60	\$ 36.00
				\$ 2,406.00



Bid Proposal for COLUMBIA 2021 Annual - Sewer

CUSTOMER	CONTACT	NOTES
CITY OF COLUMBIA SC 4013 W BELTLINE BLVD COLUMBIA, SC 29204 Contact: CAROL SFORZA (T) 803-545-3915 (F) 803-988-8076 casforza@columbiasc.net	Job COLUMBIA 2021 Annual - Sewer Bid Date: 06/30/2020 12:00 p.m. Bid #: 1365019	
	Sales Representative Steven Carter (M) 803-309-4622 (T) 803-794-0902 (F) 803-796-4610 steven.Carter@coreandmain.com	Core & Main 914 Chris Dr West Columbia, SC 29169 (T) 803-794-0902

Attachment: FY 20/21 Quotes (6039 : Wastewater Maintenance Annual Repair Materials)



Bid Proposal for COLUMBIA 2021 Annual - Sewer

CITY OF COLUMBIA SC

Bid Date: 06/30/2020 12:00 p.m.

Core & Main 1365019

Core & Main

914 Chris

West Columbia, SC 291

Phone: 803-794-09

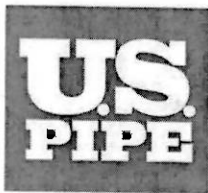
Fax: 803-796-46

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10			LOT #1-PVC SEWER PIPE SDR35			
20	2520	04043514	4 PVC SDR35 SWR PIPE (G) 14'	FT	0.88	2,217.6
30	3416	04063514	6 PVC SDR35 SWR PIPE (G) 14'	FT	1.91	6,524.5
40	280	04083514	8 PVC SDR35 SWR PIPE (G) 14'	FT	3.42	957.6
			SUBTOTAL			9,699.7
50			LOT #2 - DIP W/401 LINING			
60	40	0104350TP401	4 TJ PR350 DI PIPE P401	FT	31.59	1,263.6
70	40	010650T401	6 TJ CL50 PR350 DI PIPE P401	FT	27.12	1,084.8
80	40	0108350T401	8 TJ PR350 DI PIPE P401	FT	34.80	1,392.0
90	20	0110350T401	10 TJ PR350 DI PIPE P401	FT	41.94	838.8
			SUBTOTAL			4,579.2
100			LOT #4 - SS SHEAR RING COUPLIN			
110	50	28500246RC	5002-46RC 4X6 CLAYXCI/PVC CPLG STRONGBACK	EA	34.60	1,730.0
120	75	28505664RC	5056-64RC 6X4 CI/PVCXCI/PVC CPLG STRONGBACK	EA	36.16	2,712.0
130	75	28500244RC	5002-44RC 4 CLAYXCI/PVC CPLG STRONGBACK	EA	21.71	1,628.2
140	350	28505644RC	5056-44RC 4 CI/PVCXCI/PVC CPLG STRONGBACK	EA	14.71	5,148.5
150	225	28500266RC	5002-66RC 6 CLAYXCI/PVC CPLG STRONGBACK	EA	36.13	8,129.2
160	250	28505666RC	5056-66RC 6 CI/PVCXCI/PVC CPLG STRONGBACK	EA	27.90	6,975.0
170	125	28500288RC	5002-88RC 8 CLAYXCI/PVC CPLG STRONGBACK	EA	41.32	5,165.0
180	50	28505688RC	5056-88RC 8 CI/PVCXCI/PVC CPLG STRONGBACK	EA	41.32	2,066.0
190	10	2850021010RC	5002-1010RC 10 CLAYXCI/PVC CPLG STRONGBACK	EA	54.23	542.3
			SUBTOTAL			34,096.3
200			LOT #7 - HYMAX OR EQUAL			
210	4	7442104460560031	421-04460560-031 4X6 CPLG EPXY 304SS B&N 4.46-5.60 OD	EA	144.43	577.7
220	8	7442106560760031	421-06560760-031 6X8 CPLG EPXY 304SS B&N 6.56-7.60 OD	EA	190.79	1,526.3
230	2	7442108540985031	421-08540985-031 8X8 CPLG EPXY 304SS B&N 8.54-9.85 OD	EA	215.61	431.2
			SUBTOTAL			2,535.2
240			LOT #8 - CAST IRON R&C SEWER			
250	80	75RC755NRCOLUMBIA	755NR RING & COVER COLUMBIA, CITY OF	EA	208.50	16,680.0
			SUBTOTAL			16,680.0
			Sub Total			67,590.5
			Tax			5,407.2
			Total			72,997.7

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <http://coreandmain.com/TandC/>

Attachment: FY 20/21 Quotes (6039 : Wastewater Maintenance Annual Repair Materials)



A Forterra Company

June 3, 2019

To: Valued Distribution Partners and Customers

RE: Price Increase for Ductile Iron Pipe, Fabrication and Related Products

To offset rising costs and earn a fair return on investment, effective immediately, U.S. Pipe and U.S. Pipe Fabrication will implement a 10% price increase on all Ductile Iron Pipe, Fittings, Linings, and Restraints, and a 5% increase on all Fabricated spools. These increases will be presented in our quotes and price portal requests.

This letter also serves as a reminder that per our existing terms and conditions, all quotes dated prior to April 1, 2019 (numbered 137659 or earlier) will be repriced in accordance with our 60-day terms. Similarly, outstanding orders older than 60 days will be reviewed for potential cancellation or re-pricing. Consistent with our long-time practice, quote numbers remain a requirement on all purchase orders.

We will continue to monitor the situation and future price adjustments may be necessary.

In addition to these price changes, we will enforce a \$150 drop charge for partial truckloads, and prorated pricing may be necessary to accommodate requested ship dates.

Our Sales and Customer Service teams are working diligently to provide you with the pricing, communication, and delivery schedules necessary to satisfy you and your customers. We appreciate your continued support, partnership, and understanding as we look forward to a mutually prosperous future.

Best Regards,

Howard Smith
Sr. Vice President of Marketing & Sales



A Forterra Company

August 5, 2019

To: Valued Distribution Partners and Customers
 Re: **6% Price Increase for Ductile Iron Pipe effective 10/1/19**

Throughout 2019 the rising costs of production, raw materials, service, and transportation have influenced the cost of our products. To cover these costs, help us achieve a fair return on our investment, and allow us to invest in future capabilities, U.S. Pipe will be implementing a **6% price increase** on all Ductile Iron Pipe products effective October 1, 2019. Based on customer feedback, we are giving an extended period of notice as compared to previous practice. We appreciate the amount of effort and time it takes to communicate these increases to your customers, which is why we are changing our notice period to give you the time needed to prepare for this change. For your planning and budgetary purposes, barring any unforeseen market events, we do not anticipate an additional price increase before April 1, 2020. Consistent with the timing reflected in this letter, we will notify you on February 1, 2020 if we anticipate an effective April 1, 2020 increase.

This increase will be evident in our quotes and portal requests beginning on October 1, 2019. In an effort to convey transparency, and as an example, on October 1, 2019 a 6% increase for 8" TYTON JOINT®, class 52 with cement lining and asphaltic coating is \$22.22/FT which is equivalent to \$1,554 per ton. Additional requirements will be priced accordingly.

This letter also serves as a reminder that per our existing terms, all quotes older than 60 days will be repriced. We will review outstanding orders older than 60 days for potential cancellation or changes. Quote numbers remain a requirement on all purchase orders.

All sales are subject to our Standard Terms and Conditions. Payments are due as stated on your invoice. Payment outside of these terms is a de facto loan and will be treated as such. Therefore, consistent with our Standard Terms and Conditions, we will be assessing a finance charge of the lesser of 1.5% per month and the maximum amount of interest permitted under applicable law on all invoices not paid within our terms.

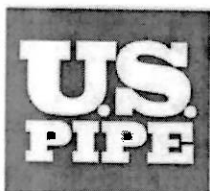
We appreciate your continued support, partnership, and understanding as we look forward to a mutually prosperous future. Our Sales and Customer Service teams will be in touch to answer any questions you may have, and please do not hesitate to contact either of us at our phone numbers below if we can be of any assistance.

Best Regards,

Vik Bhatia
 President
 214-693-1578

Howard Smith
 Sr. Vice President of Marketing & Sales
 919-757-5411

2 Chase Corporate Drive, Suite 200 | Birmingham, AL 35244 | 866.347.7473



A Forterra Company

February 3, 2020

To: Valued Distribution Partners and Customers

Re: **3% Price Increase for Ductile Iron Pipe effective 4/6/2020**
Change of Quotation Terms

To cover rising production costs, help us achieve a fair return on our investment, and allow us to invest in future capabilities, U.S. Pipe will be implementing a **3% price increase** on all Ductile Iron Pipe products effective April 6, 2020. For your planning and budgetary purposes, barring any unforeseen market events, we do not anticipate an additional price increase before October 1, 2020. Consistent with the timing reflected in this letter, we will notify you on August 1, 2020 if we anticipate an October 1, 2020 increase.

This increase will be evident in our quotes and portal requests beginning on April 6, 2020. In an effort to convey transparency, and as an example, on April 6, 2020 a **3% increase** for 8" TYTON JOINT®, class 52 with cement lining and asphaltic coating will equal \$22.89/FT, which is equivalent to \$1,602 per ton. Additional requirements will be priced accordingly.

This letter also serves to communicate a significant change in U.S. Pipe's quotation terms. In an effort to provide pricing that is applicable to the needs of you and your customers, we will be offering to hold all quoted prices for 180 days from quotation, subject to the entire order having shipped within that 180 days from quotation. This practice will start on April 6, 2020. With this change, strict adherence to quotation terms will be followed and all material must be shipped within 180 days of quotation. Material quoted prior to April 6, 2020 will continue to utilize the existing terms, and all quotes older than 60 days will be repriced. Quote numbers remain a mandatory requirement on all purchase orders with no exceptions. All prices quoted and sales are subject to our Standard Terms and Conditions.

We appreciate your continued support, partnership, and understanding as we look forward to a mutually prosperous future. Our Sales and Customer Service teams will be in touch to answer any questions you may have, and please do not hesitate to contact either of us at our phone numbers below if we can be of any assistance.

Best Regards,

Vik Bhatia
 President
 214-693-1578

Howard Smith
 Sr. Vice President of Marketing & Sales
 919-757-5411

Attachment: FY 20/21 Quotes (6039 : Wastewater Maintenance Annual Repair Materials)

18:19:26 JUN 02 2020

Page 1 of 1

FERGUSON WATERWORKS #950

Price Quotation

Phone: 803-462-0860

Fax: 803-462-0870

Bid No: B321782
Bid Date: 05/21/20
Quoted By: TEL

Cust Phone: 803-545-3325
Terms: NET 10TH PROX

Customer: CITY OF COLUMBIA
2910 COLONIAL DRIVE
ACCOUNTING DIVISION
COLUMBIA, SC 29203

Ship To: WASTEWATER MANAGEMENT
4013 WEST BELTLINE BOULEVAR
COLUMBIA, SC 29204

Cust PO#:

Job Name: WSTWTR 20-21 RENEWAL

Item	Description	Quantity	Net Price	UM	Total
	LOT #3				
	((((((((((((((((((((				
MUL063977	4 PVC SWR GXS 22-1/2 BEND	125	5.620	EA	702.50
MUL063404	4 PVC SWR GXS 45 BEND	150	5.310	EA	796.50
MUL063975	6 PVC SWR GXS 22-1/2 BEND	150	11.030	EA	1654.50
MUL063406	6 PVC SWR GXS 45 BEND	250	10.610	EA	2652.50
FFSS14406	6X6-12 SWR SDL 6.27-6.66	200	56.000	EA	11200.00
MUL040949	*TRN 4 PVC SWR HUB FEM CO ADPT	225	2.830	EA	636.75
MUL040424	4 PVC SWR RH THRD CO PLUG	350	1.730	EA	605.50
MUL040952	*TRN 6 PVC SWR HUB FEM CO ADPT	325	13.380	EA	4348.50
MUL040926	*TRN 6 PVC SWR RH THRD CO PLUG	175	8.660	EA	1515.50
MUL063304	4 PVC SWR GXGXG WYE	150	10.170	EA	1525.50
MUL063306	6 PVC SWR GXGXG WYE	175	23.360	EA	4088.00
MUL063296	8X6 PVC SWR GXGXG WYE	10	36.730	EA	367.30
	SUBTOTAL				30093.05
	((((((((((((((((((((				
	LOT #9				
	((((((((((((((((((((				
AD025	2 COMB AIR VLV WST WTR NYL BDY *Z	10	860.000	EA	8600.00
	SUBTOTAL				8600.00
	((((((((((((((((((((				
	LOT #10				
	((((((((((((((((((((				
SP-RUSF170231	23X1 TYPE 1 ADJ M/HOLE RISER	30	81.120	EA	2433.60
SP-RUSF170232	23X2 TYPE 1 ADJ M/HOLE RISER	10	97.780	EA	977.80
SP-RUSF170262	26X2 TYPE 1 ADJ M/HOLE RISER	10	97.780	EA	977.80
	SUBTOTAL				4389.20
	((((((((((((((((((((				
	LOT #11				
SP-C3424F075	3/4" FINISH POLY PRO-RING	2	29.800	EA	59.60
SP-C3424F100	1" FINISH POLY PRO-RING	10	33.450	EA	334.50
SP-C3424F125	1-1/4" FINISH POLY PRO-RING	1	38.850	EA	38.85
SP-C3424F150	1-1/2" FINISH POLY PRO-RING	10	44.250	EA	442.50
SP-C3424F175	1-3/4" FINISH POLY PRO-RING	1	47.830	EA	47.83
SP-C3424F400	4" FINISH POLY PRO-RING	10	92.170	EA	921.70
SP-C3424F600	6" FINISH POLY PRO-RING	10	128.400	EA	1284.00



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=950&on=217>

Packet Pg. 190

Attachment: FY 20/21 Quotes (6039 : Wastewater Maintenance Annual Repair Materials)

Fax: 803-462-0870

18:19:26 JUN 02 2020

Reference No: B321782

Item	Description	Quantity	Net Price	UM	Total
SP-C3424G200	2" GRADE POLY PRO-RING	2	53.050	EA	106.10
SP-C3424G400	4" GRADE POLY PRO-RING	10	92.150	EA	921.50
SP-C3424G600	6" GRADE POLY PRO-RING	40	128.400	EA	5136.00
SP-CM1	CRETEX PRO-RING ADHESIVE	94	14.960	EA	1406.24
	SUBTOTAL				10698.82
Net Total:					\$53781.07
Tax:					\$4302.49
Freight:					\$0.00
Total:					\$58083.56

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Attachment: FY 20/21 Quotes (6039 : Wastewater Maintenance Annual Repair Materials)



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=950&on=217>



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Water and Wastewater Chemicals for the Columbia Canal Water Treatment Plant, Lake Murray Water Treatment Plant, and Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to various vendors in the total amount of \$5,920,015.00.

REQUISITION NO.: R205472, R205473, R205474, R205475, R205476, R205477, R205478, R205479, R205480, R205481, R205457, R205458, R205460, R205461, R205462, R205463, R205464, R205465, R205466, R205597, R205601, R205602

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$1,792,565.00; Utilities Lake Murray WTP - Chemicals (5516207-624800) \$2,294,950.00; Utilities Metro Wastewater Plant - Chemicals (5516208-624800) \$1,832,500.00. The original budget amount is \$5,920,015.00. This is year two (2) of the two year contract period. The initial contract period ends June 30, 2021.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Columbia Canal Water Treatment Plant		
Vendor/Location	Description	Requested Amount
Cabot Purification - Marshall, TX	Activated Carbon (Powdered)	\$320,000.00
JCI Jones Chemicals - Sarasota, FL	Chlorine	\$155,700.00
Univar USA Inc. - Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	\$ 68,400.00
Tanner Industries, Inc. - Southampton, PA	Anhydrous Ammonia	\$ 86,400.00
Chemtrade Chemicals US, LLC - Parsippany, NJ	Aluminum Sulfate	\$448,500.00

Univar USA Inc. - Downers Grove, IL	Sodium Hydroxide/Caustic	\$ 71,100.00
Polytec, Inc. - Mooresville, NC	Liquid Lime (Calcium Hydroxide)	\$160,000.00
International Dioxide - North Kingstown, RI	Sodium Chlorite	\$399,375.00
Carus, LLC - Peru, IL	Blended Phosphate/ Corrosion Inhibitor	\$ 56,210.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$ 26,880.00
Total: \$1,792,545.00		

Lake Murray Water Treatment Plant		
Vendor/Location	Description	Requested Amount
Cabot Purification - Marshall, TX	Activated Carbon (Powdered)	\$960,000.00
JCI Jones Chemicals - Sarasota, FL	Chlorine	\$155,700.00
Univar USA Inc. - Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	\$ 72,000.00
Tanner Industries, Inc. - Southampton, PA	Anhydrous Ammonia	\$ 74,880.00
Chemtrade Chemicals US, LLC - Parsippany, NJ	Aluminum Sulfate	\$508,300.00
Univar USA Inc. - Downers Grove, IL	Sodium Hydroxide/Caustic	\$106,650.00
Polytec, Inc. - Mooresville, NC	Liquid Lime (Calcium Hydroxide)	\$224,000.00
Carus, LLC - Peru, IL	Blended Phosphate /Corrosion Inhibitor	\$100,100.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$ 29,120.00
Southern States Chemical, Inc. - Savannah, GA	Liquid Sulfuric Acid 78%	\$ 64,200.00
Total: \$ 2,294,950.00		

Metro Wastewater Treatment Plant		
Vendor/Location	Description	Requested Amount
JCI Jones Chemicals - Sarasota, FL	Sodium Hypochlorite, 12% or 15%	\$672,500.00
Southern Ionics, Inc. - West Point, MS	Sodium Bisulfite	\$310,000.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$850,000.00
Total: \$1,832,500.00		

We respectfully request Council's approval for year two (2) funding of the initial contract term for Chemicals at the Columbia Canal Water Plant, Lake Murray Water Plant, and Metro Wastewater Plant using BID005-19-20-LTD. The initial contract will terminate on June 30, 2021, at the following cost plus sales tax.

ATTACHMENTS:

- BID005-19-20-LTD Chemicals for Water & Wastewater Treatment Plants (PDF)
- BID005-19-20-LTD Addendum No. 1 (PDF)
- BID005-19-20-LTD Addendum No. 2 (PDF)
- Bidder Acknowledgements (PDF)

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: August 2, 2019		Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Chemicals for Water and Wastewater Treatment Plants		Bid No: BID005-19-20-LTD	
Vendor Name:		Reason For No Bid:	
Vendor Mailing Address:			
City-State-Zip:			
Telephone No:			
Fax No:			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
		AUTHORIZED SIGNATURE (MANUAL)	
		AUTHORIZED SIGNATURE/TITLE (TYPED)	
		E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.			
A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.			
B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.			
C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.			
D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.			
E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision
7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement & Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.
11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement & Contracts, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting Vendor. Any violation of these stipulations may also result in:
- A. Suppliers name being removed from the Department of Procurement & Contracts' vendor mailing list.
 - B. All City divisions being advised not to do business with the supplier without written approval from the Department of Procurement & Contracts until such time as the supplier reimburses the City for all reprocurement and cover costs.
12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
 - D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.
14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.
15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
16. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
17. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
18. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.
19. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.
20. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

21. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

22. If this invitation for bid is for professional services to be rendered by the Vendor/Contractor/ Consultant, the Addendum to the Invitation for Bid for Professional Services shall apply as if fully set forth herein verbatim.

23. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, Vendor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after ten (10) days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, Vendor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within ten (10) days of the decision. The protestant may also request an interview with the city manager.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

24. By submitting a bid to the City, the bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the bidder and its subcontractor(s), or (b) that the bidder and its subcontractor(s) 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." Bidder agrees to include in any contracts with its subcontractors' language requiring its subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors' language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.net/purchasing

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this 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 City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors 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 their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.net/purchasing

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Orangeburg-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference, you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using eBidcolumbiasc. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiasc.net/purchasing

SPECIAL NOTE FOR EBRIDGE ONLINE BIDDING ONLY:

The successful bidder is obligated to pay a transaction fee to eBridge pursuant to Section S. of the eBridge Public Buyer Terms & Conditions accepted upon placement of initial bid. The transaction fee is two point five (2.5%) percent of the awarded price. The transaction fee is assessed on the final selling price.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

August 2, 2019

The City of Columbia, SC will be conducting an Electronic Sealed Bidding Event for BID#005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants. The City of Columbia has partnered with eBridge to host this bidding event on its Online Bidding Platform according to the SC State Contract Solicitation Number 5400010142.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information about eBridge and the Electronic Bidding Process. For more information, please see <https://www.ebridgeglobal.com/faq>.

We thank you for your participation.

Sincerely,

La'Toyia T. Davis

La'Toyia T. Davis, MBA

Buyer

Procurement and Contracts

CONTACT INFORMATION

If you have any questions **regarding the specifications** or the City's process for submitting your bid, please contact:

La'Toyia T. Davis, MBA

Buyer

Columbia, SC

E-mail: LaToyia.Davis@columbiasc.gov

Primary Phone: 803-545-4471

If you have any questions **regarding the Electronic Bid Process**, please contact:

eBridge Business Solutions, LLC

Tara O'Bannon Redmon

Louisville, KY 40222

tara.obannon@ebridgeglobal.com

(877) 245-8880

I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Apparent Low Bidder: The label used for a bidder that has been determined to have provided the lowest price in a bid or quote, prior to determination of whether the bid is responsive and from a responsible bidder.

Assignment: Legal transfer of a claim, right, interest or property.

Bid: The response submitted by a bidder to an Invitation for Bids (IFB).

- See also Solicitation

Bid Ceiling or Ceiling: The maximum bid amount that can be entered for an item during the reverse auction.

- In order to accelerate the online bidding process, there will be a bid starting price, or bid ceiling, for all chemicals. All bids submitted must be below the bid ceiling. This starting price is not intended to preclude any vendor from participating and the buyer is willing to negotiate the bid ceiling is a reasonable request and justification is received at least forty-eight (48) hours before the reverse auction opening.

Bidder: A person or entity who submits a bid in response to an Invitation for Bids (IFB), Invitation to Tender (ITT), or other formal solicitation type where price is the primary factor in the evaluation process for award determination.

Bill of Lading: A hauler or carrier's contract, which may also act as the receipt of goods transported and delivered to the consignee. Examples of various bills of lading: Clean/Clear; Ocean; Order; Short-Form; Straight; and Through.

Capability: The ability of a bidder to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the "Owner" or "Utility"

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Decrement: The minimum amount a vendor can lower their new bid amount from their previous bid amount during the reverse auction.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Electronic Sealed Bidding Event: For this bid, election sealed bidding even is referring to a Reverse Auction.

Functional Specification: A specification setting forth the results required from the supply or service.

Internal Control: A procedure or policy put in place by management to safeguard assets, promote accountability, increase [efficiency](#), and stop fraudulent behavior.

Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids. *Also known as Invitation to Bid (ITB).*

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Material Safety Data Sheets (MSDS): Documentation concerning a hazardous chemical that identifies the chemical, the common names of the ingredients, the physical and chemical characteristics, the hazards of the chemicals, and the emergency and first aid procedures to be considered when working with the chemical.

Notice of Intent to Award: A written notice publicly posted prior to announcing the award of a contract to notify interested parties of the intended award and signals that procurement file is available for their review and that the time period for protest to be submitted has begin.

Offeror: The person/entity who submits a proposal in response to an Invitation to BID (IFB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this IFB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the buyer with potential Bidders/Offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Reverse Auction: An online auction in which sellers bid against each other to win a buyer's business. Typically used to purchase commodities from multiple pre-qualified providers. Also referred to as eAuction.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Third Party: Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

- See also Supplier

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

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BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

II. GENERAL INFORMATION

Sealed bids for **Chemicals for the Water and Wastewater Treatment Plants** are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until 10:00 A.M.(ET), August 20, 2019, then publicly opened and read.

Pricing will only be accepted during the online auction at 11:00 A.M.(ET), August 29, 2019.

All bid prices must include all costs of transportation to the required destination.

The initial contract term is anticipated to begin October 1, 2019 through June 30, 2020, with the option to extend for one (1) additional year according to the specifications, terms, and conditions provided herein. The total contract term shall not exceed two (2) years. All prices will remain in effect throughout the term of any potentially awarded contract.

The commodities and/or services must be furnished as described and specified, delivered to Columbia Canal Water Treatment Plant, 300 Laurel Street, Columbia, SC 29201; Lake Murray Water Treatment Plant, 102 Rocky Point Drive, Columbia, SC 29212; and Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201.

Bid No. **BID005-19-20-LTD**

By: *La'Toyia T. Davis*, Buyer
 La'Toyia T. Davis

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Attachment: BID005-19-20-LTD Chemicals for Water & Wastewater Treatment Plants (6050 : FY20-21 Chemicals for Water and Wastewater

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

**COLUMBIA CANAL WATER TREATMENT PLANT CHEMICALS
QUANTITIES FOR BID005-19-20-LTD
FY 2019/2020**

Lots	Chemicals	Estimated Annual Quantities	Bid Ceiling Per Ton	Select
Lot 1	Chlorine	341 tons	\$474.62	
Lot 2	Fluoride/Fluorosilicic Acid/Liquid	190 tons	\$257.50	
Lot 3	Anhydrous Ammonia	60 tons	\$1,358.57	
Lot 4	Aluminum Sulfate	1,461 tons	\$243.08	
Lot 5	Sodium Hydroxide/Caustic	250 tons	\$705.55	
Lot 6	Liquid Lime (Calcium Hydroxide)	530 tons	\$309.00	
Lot 7	Sodium Chlorite	375 tons	\$1075.00	
*Lot 8	Blended Phosphate/Corrosion Inhibitor	73 tons	\$660.00	
*Lot 9	Activated Carbon (Powdered)	200 tons	\$1,240.00	
*Lot 10	Liquid Polymer/250 gal tote	12 tons	\$2,100.00	

Note: The quantities shown above are estimates based on past annual usage. During the contract term, the City reserves the right to increase or decrease quantities as needed per lot and per order. The City does not guarantee that any minimum or maximum quantities will be purchased during the contract term.

The Bidder shall be responsible for obtaining all permits, licenses, and certificates necessary for the performance of the service and/or the furnishing and delivery of chemicals as referenced herein.

***Only** pre-qualified water and/or wastewater treatment chemical vendors approved through QPL001-18-19-LTD Chemicals for Water and Wastewater Treatment Plants are allowed to submit for these lots.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

**LAKE MURRAY WATER TREATMENT PLANT
CHEMICAL QUANTITIES FOR BID005-19-20-LTD
FY 2019/2020**

Lots	Chemicals	Estimated Annual Quantities	Bid Ceiling Per Ton	Select
Lot 1	Chlorine	320 tons	\$474.62	
Lot 2	Fluoride/Fluorosilicic Acid/Liquid	200 tons	\$257.50	
Lot 3	Anhydrous Ammonia	47 tons	\$1,358.57	
Lot 4	Aluminum Sulfate	1,802 tons	\$243.08	
Lot 5	Sodium Hydroxide/Caustic	225 tons	\$705.55	
Lot 6	Liquid Lime (Calcium Hydroxide)	775 tons	\$309.00	
*Lot 8	Blended Phosphate/Corrosion Inhibitor	156 tons	\$660.00	
*Lot 9	Activated Carbon (Powdered)	175 tons	\$1,240.00	
*Lot 10	Liquid Polymer/250 gal tote	13 tons	\$2,100.00	
Lot 11	Sodium Chlorate/Purate (Liquid)	222 tons	\$1,107.25	
Lot 12	Liquid Sulfuric Acid 78%	321 tons	\$1,200.00	

Note: The quantities shown above are estimates based on past annual usage. During the contract term, the City reserves the right to increase or decrease quantities as needed per lot and per order. The City does not guarantee that any minimum or maximum quantities will be purchased during the contract term.

The Bidder shall be responsible for obtaining all permits, licenses, and certificates necessary for the performance of the service and/or the furnishing and delivery of chemicals as referenced herein.

***Only pre-qualified water and/or wastewater treatment chemical vendors approved through QPL001-18-19-LTD Chemicals for Water and Wastewater Treatment Plants are allowed to submit for these lots.**

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Lots2	Chemicals	Estimated Gallons/Pounds	Bid Ceiling Per Gallon/Pound	Select
Lot 13	Sodium Hypochlorite, 12%	555,000 gallons	\$0.6901	
Lot 13	Sodium Hypochlorite, 15%	555,000 gallons	\$0.7725	
Lot 14	Sodium Bisulfite	2,450,000 pounds	\$0.1854	
*Lot 15	Liquid Polymer	650,000 pounds	\$1.0600	

Note: The quantities shown above are estimates based on past annual usage. During the contract term, the City reserves the right to increase or decrease quantities as needed per lot and per order. The City does not guarantee that any minimum or maximum quantities will be purchased during the contract term.

The Bidder shall be responsible for obtaining all permits, licenses, and certificates necessary for the performance of the service and/or the furnishing and delivery of chemicals as referenced herein.

***Only pre-qualified water and/or wastewater treatment chemical vendors approved through QPL001-18-19-LTD Chemicals for Water and Wastewater Treatment Plants are allowed to submit for these lots.**

DO NOT SUBMIT PRICING AT THIS TIME, PRICING WILL BE TAKEN EXCLUSIVELY ONLINE ONLY.

Award will be made by individual Lots and/or total cost to the lowest responsive and responsible bidder.

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BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

MILESTONE DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Friday, August 2, 2019	Bid Opportunity	An email invitation to respond to this opportunity. Click on the link provided to download all documents pertaining to this bid.
Tuesday, August 20, 2019 at 10:00AM ET	Solicitation Response	Deadline to submit your response, <u>EXCLUDING PRICING.</u> Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Friday, August 23, 2019	Formal Invitation Issued	Formal approval from the Buyer to participate in the pricing portion of the process. Follow instructions given in the Formal Invitation email.
Monday-Tuesday, August 26-27, 2019	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed. Participate in a one-on-one training with an eBridge representative.
Wednesday, August 28, 2019 by 2:00PM ET	Initial Bid Due	Date by which all participants must place initial bid(s). Login to the eBridge platform and place your initial bid(s).
Thursday, August 29, 2019 at 11:00AM ET	Online Event	Date and time the live online event will open. Login to the eBridge platform and participate in the live event.
Wednesday, September 4, 2019	(Tentative) Intent to Award	No Vendor Action Required
Tuesday, September 17, 2019	(Tentative) City Council Approval	No Vendor Action Required

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Note:

1. If you are bidding on WATER TREATMENT PLANTS CHEMICALS you will find the Special Instructions and Specifications on pages 15-19 and Attachment 1, these pages include the quantities for the chemicals including information to complete verifying products offered, acceptance terms and shipping information. Bidders must submit the lot sheet(s), the Material Safety Data Sheets (MSDS) of the chemical(s) they are bidding, the certificate of analysis of each chemical, and pages 1 and Appendices A-G. If these documents are not submitted, your bid may be considered nonresponsive.
2. If you are bidding on WASTEWATER TREATMENT PLANT CHEMICALS you will find the Special Instructions and Specifications on pages 15-19 and Attachment 2, these pages include the quantities for the chemicals including information to complete verifying products offered, acceptance terms and shipping information. Bidders must submit the lot sheet(s), the Material Safety Data Sheets (MSDS) of the chemical(s) they are bidding, the certificate of analysis of each chemical, and pages 1 and Appendices A-G. If these documents are not submitted, your bid may be considered nonresponsive.
3. In addition to submitting bid responses using eBidcolumbiasc located at <https://columbiasc.ionwave.net>. Bidder will also attach to eBidcolumbiasc: page 1, 9, 10, 11, and Appendices A-G, of bid package before bid opening. If these documents are not submitted, your bid may be considered nonresponsive.
4. The commodities and/or services must be furnished as described and specified, delivered to Columbia Canal Water Treatment Plant, 300 Laurel Street, Columbia, SC 29201, Lake Murray Water Treatment Plant, 102 Rocky Pointe Drive, Columbia, SC 29212, and Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201. The point of contact for each plant will be provided at a later date.
5. Upon issuing a thirty (30) day written notice or right to cure letter, the City of Columbia reserves the right to cancel for cause any subsequent award made under the terms of this solicitation due to a breach of contract.
6. All literature, specifications, and addendums must be obtained at eBidcolumbiasc.
7. By submitting a bid, it certifies that the Offeror meets the City of Columbia's specifications as outlined in this document.
8. The Contractor must accept all City of Columbia (pages 20-26), and eBridge (Attachment 3) terms and conditions prior to submitting your bids electronically during the electronic bidding event.
9. Questions should be submitted to eBidcolumbiasc by August 14, 2019 at 12:00 P.M. (ET).

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

10. Elaboration, Assumptions and Clarification

Do not make assumptions about the meaning or accuracy of information contained herein. Ask for clarification of the assumptions by the last day for questions. If you do not ask questions or seek clarification for any assumptions, the City will assume that you are in full agreement with and fully understand the requirements outlined in the IFB. Any clarification of assumptions and/or exceptions to the terms, conditions, provisions, and requirements, etc., must be submitted in writing to the City and must be received prior to August 14, 2019 at 12:00 P.M. ET, which is the last day/time for all questions, clarifications and requests for the City to further elaborate on any part of the IFB. If questions are not asked prior to the deadline stated above, the City will assume that any Contractor, Consultant and/or vendor that responds to this IFB fully accepts all of the IFB terms, conditions, and requirements stated herein.

11. Discussions

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

12. All bids (pricing) must be submitted online during the reverse auction.

13. The Local Business Enterprise (LBE) Preference Program shall apply for this procurement. Please see Appendix A and Exhibit A for further information.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

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BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

SPECIAL INSTRUCTIONS

FAILURE TO COMPLY WITH ANY OF THE FOLLOWING WILL RESULT IN REJECTION OF BID.

1. The initial contract term shall be for the period beginning **October 1, 2019** and terminating **June 30, 2020**. The City of Columbia reserves the option to renew this contract for a period of one (1) year after the initial contract term has expired. Any renewal of this agreement must be in writing and signed by the parties at least thirty (30) days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond June 30, 2021.
2. The City of Columbia reserves the right to cancel this contract for cause with a thirty (30) day written notice.
3. All prices shall be firm for the contract period beginning **October 1, 2019** through **June 30, 2020**. Any increases, if renewed, will be capped using the most recent report by the Producer Price Index (PPI) for Chemicals and Allied Products not on a seasonally adjusted basis as reported by the U.S. Bureau of Labor Statistics.
4. **DO NOT SUBMIT PRICING AT THIS TIME, PRICING WILL BE TAKEN EXCLUSIVELY ONLINE ONLY.**
5. Pricing will only be accepted during the online auction on August 29, 2019 at 11:00 A.M. (ET)
6. Online pricing will be all-inclusive. No other costs or charges will be accepted.
7. Invoices shall reflect prices per unit shown on bid documents, i.e. per ton, per pound per gallon.
8. The quantities shown above are estimates based on past annual usage. During the contract term, the City reserves the right to increase or decrease quantities as needed per lot and per order. The City does not guarantee that any minimum or maximum quantities will be purchased during the contract term.
9. All freight charges shall be paid by the Contractor and included in bid price(s).
10. This Contract shall be interpreted in accordance with the law of the State of South Carolina. The Bidder shall be responsible for obtaining all permits, licenses and certificates necessary for the performance of the services and/or the furnishing and delivery of chemicals as referenced herein.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

11. The Bidders shall provide all required notices and comply with all applicable federal, state and municipal laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction which are or become in force during the performance of this work and which relate to the work, the preservation of the public health including the safety of its employees.
12. All Bidders' services and goods must also conform to any applicable National Occupational Safety and Health Act (OSHA) standards and the South Carolina Department of Transportation guidelines.
13. Shipments are to be delivered as requested by each plant with locations as follows:
 - a. **Columbia Canal Water Treatment Plant**
300 Laurel Street
Columbia, South Carolina 29201
Operations - (803) 733-8336
Chief Operator- (803) 476-0957
 - b. **Lake Murray Water Treatment Plant**
102 Rocky Point Drive
Columbia, South Carolina 29212
Operations - (803) 781-2181
 - c. **Metro Wastewater Treatment Plant**
1200 Simmon Tree Lane
Columbia, South Carolina 29201
Operations Assistant/Lead Operator – (803) 413-8376
14. The Contractor is required to deliver within three (3) working days from date of order unless otherwise noted in Section D on page 18. *Exceptions will not be accepted.*
15. When a chemical order is placed by the plant for delivery, **no partial shipment** of that order will be accepted unless pre-arranged with the City of Columbia. Final shipment of the order will be within the time period approved by the City of Columbia.
16. All **Water Treatment Plants** chemical deliveries shall be made Monday through Thursday between the hours of 7:00 a.m. to 4:30 p.m. All deliveries must be completed by 4:30 p.m., unless otherwise arranged with the City of Columbia.
17. All **Wastewater Treatment Plant** chemical deliveries shall be made Monday through Thursday between the hours of 7:00 a.m. to 4:00 p.m. All deliveries must be completed by 4:00 p.m., unless otherwise arranged with the City of Columbia.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

18. The Contractor shall notify the respective plant by email or fax of the driver's name, truck number, and seal number prior to the truck leaving the Contractor's terminal. All trailer/tankers must be sealed.

19. Driver identification and vehicle numbers shall be verified by plant security.

Email Address:

Columbia Canal Operations

CanalOperations@columbiasc.gov

Lake Murray Operations

LakeMurrayOperations@columbiasc.gov

Fax Number:

Metro Wastewater Operations

(803) 988-8057

Failure to adhere to the above will result in delays and/or the City of Columbia's rejection of shipment.

20. Palletized items shall be standard of height four inches (4") to allow use of pallet trucks.

21. The Contractor shall provide proper instructions and Material Safety Data Sheets (MSDS) as required by OSHA as to the handling of the chemicals.

22. The Contractor shall coordinate with the City of Columbia to schedule and conduct the annual chemical handling course per calendar year, at the City of Columbia convenience.

23. Technical assistance with the chemical delivery as well as any questions regarding the chemical characteristics, safe handling, and Material Safety Data Sheets (MSDS) at the plants shall be available at no cost to the City during the contract term.

24. All tanker trucks must be equipped with their own air supply for off-loading during delivery.

25. All chemicals must meet or exceeds the chemical requirements set forth in accordance with the specifications of the American Water Works Association (AWWA) standards and the American National Standards Institute/National Sanitation Foundations Standard 60 (ANSI/NSF Standard 60), and the requirements specified in this standard. Upon acceptance of bid, a certificate of approval must be submitted to each Plant with each delivery.

26. If the chemical(s) do not meet the requirements of this standard, the City shall provide a notice of non-conformance to the vendor within one (1) working day of the receipt of the shipment at its point of destination. If the material is found to not meet the requirements of the standards, the responsibility of the removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor or the City.

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23. All non-dedicated tankers are required to submit proof of a certified washout inspection before delivery will be accepted. All tanks shall be clean and free of residue that may contaminate the product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps and discharge hoses used for the delivery shall be provided by the contractor and shall be clean and free from contaminating material. The City of Columbia may reject a load if the equipment is not properly cleaned. The Contractor must replace the load with 24 hours, one (1) day after the rejected load. The City reserves the right to procure on an open market at the expense of the Contractor.

24. The connection device between the tanker and the intake receptacle must be leak-free. The Contractor must report any spills caused during the chemical transfer. The Contractor shall take immediate and appropriate actions to clean up the spill. If the spill is not cleaned up, the City of Columbia will hire a certified hazardous material handling company to clean up the spill,

and the costs of such services will be charged to the Contractor and deducted from the amount due to the Contractor.

25. The driver must supply operations staff with BOL (Bills of Lading) that includes BOL number that will correspond with invoices sent to Accounts Payable, units to be billed as specified in bid, and purchase order number. The driver must also submit a current Material Safety Data Sheet (MSDS) and the certificate of analysis with each chemical delivery.

26. If a load of contaminated product is discharged into City of Columbia's holding tanks, it shall be cleaned at the Contractor's expense.

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Introduction

The City of Columbia is seeking bids from qualified Vendors to supply chemicals for the City of Columbia's Water Treatment Plants and Wastewater Treatment Plant for drinking water and wastewater treating process.

Requirements

A. Condition of Product:

The items specified must be in all respects to the chemical specifications.

B. Defective Product:

If the product found contaminated or not meeting specifications, the City of Columbia may reject the load, and the Vendor must replace the load within 24 hours, one (1) day after the date of notification unless otherwise noted, at no expense to the City of Columbia.

C. Warranty:

The Vendor must warrant that chemicals provided as a result of this solicitation:

1. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals,
2. Conform in all respects to the chemical specifications contained herein,
3. Are suitable for a public drinking water supply and/or wastewater treatment,
4. Are free from adulterants or impurities of any kind.

If at any time any chemical supplied by the vendor fails to conform to the specifications, the vendor shall, at no additional cost to City of Columbia, promptly replace any item. Copies of the warranties shall be provided with delivery of the materials.

D. Delivery Deadlines:

Upon receiving the purchase order, the current plant's representative must contact the award Vendor to place initial request for the quantities from each lot he/she would like to order, if any at that time. Any orders the plant's representative places must be delivered within three (3) working days. If a delay is anticipated, the Vendor must provide as much advanced notice as possible to City of Columbia. If a delivery is not made on time, City of Columbia shall have the right to procure the product on the open market.

E. Service:

The successful Vendor will be responsible for managing and adhering to all contract terms in their entirety to include ensuring that all approvals and policies are upheld when using their services. Communication is critical to successful contract management and service delivery. When the Vendor receives orders from the plant's representative, he/she must confirm receipt of the order via email or fax within twenty-four (24) hours.

F. Delivery of Unapproved Substitutions:

Vendors are authorized to deliver only those items covered by the contract. If a review of orders placed by the City reveals that an item other than those covered by and specified in the contract have been delivered, the Purchasing Agent will take such steps as are necessary to have the item(s) returned to the Vendor at no cost to the City regardless of the time elapsed between the date of delivery and discovery of the violation. Full credit for payment will be demanded by the City in event of unapproved substitutions. Compliance with this requirement is the joint responsibility between the City and the Vendor. Violation of this clause may result in further sanctions, up to and including termination of the contract.

G. Invoicing:

All invoices shall reflect prices per unit shown on bid documents, i.e. per ton, per pounds, or per gallon. All freight charges shall be paid by the Contractor. No invoice should have more than one lot on it. The invoice must reference the purchase order number, quantity ordered and manufacturers BOL (Bill of Lading) number on all invoices. The invoicing procedure is listed below:

1. The City's Plant Representative or his/her designee must review all invoices prior to payment.
2. The Vendor's invoice must contain sufficient detail about the quantity ordered, quantity delivered, prices per unit, and the Bill of Lading (BOL) number and should be easily traceable to the BOL paperwork received at the delivery schedule. Descriptions used in the bid documents shall match those descriptions contained in the Vendor's invoice.
3. The services completed on the Vendor's delivery schedule must be the basis for full or a percentage of payment for work completed on the Vendor's invoice.
4. The Vendor will not request payment for freight charges and taxes on the chemical(s).
5. The Vendor will not invoice, or request payment for any chemical that may be specified in this Agreement prior to the delivery of said chemical or performance of said chemical(s).
6. The Vendor shall adhere to an agreed-upon delivery schedule for chemical(s). This is to ensure that the City does not pay for the advanced delivery of the chemical that was not approved for delivery and/or have to warehouse or make space for unanticipated chemical deliveries. Exceptions to this requirement must be approved by the City's designated Plant Representative 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 Vendor's invoice.
8. The Vendor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this bid.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

9. The Vendor shall submit BOL (Bill of Lading) 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 bid and pre-approved by the City's designated Plant's Representative 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 prices per unit percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Vendor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Vendor shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Vendor 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.

Also see Invoicing & Payments under the Terms and Conditions for additional requirements.

H. Mandatory Response Requirements and Submittal Formats

Bids must be submitted electronically through eBidColumbiasc. Submitted bids shall include the following or will be deemed nonresponsive:

1. **Signed Cover Sheet (page 1) of this solicitation**
2. **Lot Sheets (page 9, 10, and 11)**
3. **Signed eBridge Electronic Bid Event Submission Form (1st page of Attachment 3)**
4. **Material Safety Data Sheet(s) for each chemical**
5. **Certificate of Analysis for each chemical**

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

6. The following Appendices must be included in submittals:

Appendix A – Qualification Statement (LBE)

Appendix B – Non-collusion Affidavit

Appendix C – Organizational Conflict of Interest Statement

Appendix D – Affirmative Action Utilization Goals Including Labor Surplus Utilization Plan

Appendix E – General Business Information

Appendix F – Business Information Statement

Appendix G – Business Information Record for Subconsultants/Subcontractors

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BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

III. TERMS AND CONDITIONS FOR BID 005-19-20-LTD

TERMS & CONDITIONS

- A. **Time for Receiving Bids** - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. **Withdrawal of Bids** - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. **Bidders Present** - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. **Alternate Bids** - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. **Ambiguous Bids** - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. **Bid Opening Delay**- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. **Sales Tax and/or Use Tax (April 2019)**- Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance with the SC Department of Revenue Sales and Use Tax Manual. Please also see Invoicing Procedures.
- H. **Assignments**- No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. **Manufacturers Brochures and Specifications Data** - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

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- J. **Default** - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging Vendor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting Vendor shall be considered until the assessed charges have been satisfied.
- K. **Venue** - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. **Exceptions** - Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the City of Columbia.
- M. **Insurance** - The Bidder shall procure and shall maintain during the life of this contract, whether such operation be by himself 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 owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
- 1) All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the Vendor and shall not contribute to it.
 - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
 - 3) The Vendor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.
 - 4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, 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.
 - 5) **Worker Compensation Insurance** - The Vendor shall procure and shall maintain during the life of this contract, \$500,000.00, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the Vendor 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 Vendors Worker Compensation Insurance.

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The Vendor 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.

6) Liability Insurance - The Vendor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Vendor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows, if applicable:

- a) Owner & Vendor's Protective Liability Policy - Issued in the City of Columbia an owner in an amount not less \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00.
- b) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- c) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- d) Excess Liability Insurance: An excess liability policy naming the Vendor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy).

7) The Vendor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the Vendor allow any subcontractors to commence work on this contract until all similar insurance required of the subcontractor has been obtained and approved.

- N. **Bonding, Licenses, Permits, and Taxes** - It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work.

All costs for required bonding, permits, licenses and taxes shall be borne by respondent. Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary

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licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages of loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

- O. **Familiarity with Conditions and Site** - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.
- P. **Indemnification** - The Vendor will indemnify and hold harmless the Owner and/or its agent and employees from and against all claims, damages, losses, liabilities and expenses, including attorney's fees arising out of resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Vendor will also agree to promptly notify the City of any civil or criminal actions filed against the respondent 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. 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.
- All responses to Invitation for Bid should be made on forms provided with bid package.
- Q. **Invoicing & Payment** -The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

*Also see Requirements Section on Page 20-21 for additional requirements.

R. **Protest Procedures**

1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.

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2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in
 3. this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
 4. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
 5. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 6. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
 7. Request for review. The request for a review shall not stay the contract unless fraudulent.
- S. **Termination** - The City may terminate the contract 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 respondent fails to perform any of the services required in the contract, 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 the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract 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 in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

T. **Force Majeure** - Neither the City nor the Vendor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the Vendor, and without the fault or negligence of either of them.

U. **Non-Discrimination in Contracting Policy** -In carrying out the program, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor 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 Vendor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Vendor will incorporate these nondiscrimination requirements in all subcontracts for program work.

V. **Ethics**- The Vendor 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.

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Additional Terms applicable to this solicitation

W. Breach/Waiver

The failure of either the respondent or the City to insist upon performance of any provisions of the 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 the contract at any time.

Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

X. Severability

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

Y. Successorship

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

Z. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent 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 respondent.

AA. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

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BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

IV. APPENDICES, EXHIBITS AND ATTACHMENTS

Appendix A: Local Business Enterprise (LBE) Qualification Statement

Appendix B: Non-Collusion Affidavit

Appendix C: Organizational Conflict of Interest Affidavit

Appendix D: Affirmative Action Utilization Goals

Appendix E: General Business Information

Appendix F: Business Information Statement

Appendix G: Business Information Record for Subcontractors

Appendix H: Performance and Payment Bond

Appendix I: City of Columbia Holiday Schedule

Exhibit A: Local Business Enterprise (LBE) Policy (Separate Attachment)

Attachment 1: Water Treating Chemical Specifications (Separate Attachment)

Attachment 2: Wastewater Treating Chemical Specifications (Separate Attachment)

Attachment 3: eBridge Terms and Conditions (Separate Attachment)

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APPENDIX A: LOCAL BUSINESS ENTERPRISE (LBE) QUALIFICATION STATEMENT

City of Columbia Qualification Statement - Local Business Enterprise (LBE)

By checking all boxes below, I certify that My Company meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. ***Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.**

☐ Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). ***Please provide a copy of the owners driver's license.**

☐ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). ***If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.**

☐ Has a business license in one of the 8 counties making up the CSA jurisdiction. ***Please provide a copy of your business license.**

☐ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.

☐ Has at least 50% of employees residing within any of the 8 CSA jurisdictions. ***Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.**

☐ ***Please provide a copy of your company's w-9.**

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: _____

Address: _____ **Type of Products or Services:** _____

Please self-identify ownership as one: Minority__ Women-owned__ Other__ (tracking purposes only)

Current Business License Number: _____ **County?** _____

Phone Number: _____ **Email:** _____ **COC Vendor #** _____

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions..

Owner's Name: _____ (Print) _____ (Signature)

NOTARY - Sworn to before me this _____ **day of** _____ **20** _____

Notary Public for the State of _____ **My Commission Expires:** _____

Notary Name: _____ (Print) _____ (Signature)

Please submit this **ORIGINAL** document to:

Office of Business Opportunities

Attn: LBE Administrator / Team

PO Box 147 / 1136 Washington Street, 5th Floor

Tel: (803) 545-3049

Fax: (803) 545-4130

Email: jmnnelly@columbiasc.net or agdriggers@columbiasc.net

☐ **Qualified** ☐ **Not Qualified** _____
(Compliance Authorized Signature) (Date)

Revised Date 8/29/2017

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX B: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____ being first duly sworn deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX C: ORGANIZATIONAL CONFLICT OF INTEREST



ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

BID 005-19-20-LTD

Invitation for Bid

Chemicals for Water and Wastewater Treatment Plants

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, _____ (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's subconsultant(s), nor does Offeror or Offeror's subconsultants have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my subconsultant(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or subconsultant(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my subconsultant(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's subconsultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or subconsultants may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. 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.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

6. I have complied with the following:

“No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City

Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except

as otherwise provided for herein. Violation of this prohibition may disqualify the Vendor and/or consulting firm from further consideration. Anita Higgins is the Procurement/Contracting Officer for this solicitation.”

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

☐ ☐ **No known actual or potential Conflicts of Interest are subject to disclosure.**

☐ ☐ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.**

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or subconsultants, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or subconsultants have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my subconsultants that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as
9. amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or subconsultants participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
10. **Has anyone in your company been privy to any information regarding this solicitation prior to August 2, 2019? If so, please explain.**

11. **Prior to the solicitation release date on August 2, 2019, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?**

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX D: AFFIRMATIVE ACTION UTILIZATION GOALS

AFFIRMATIVE ACTION UTILIZATION GOALS

INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

☐ SBE ☐ MBE ☐ WBE ☐ Other

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted _____%

Total **MBE Participation Percentage** to be subcontracted _____%

Total **WBE Participation Percentage** to be subcontracted _____%

Total **Other DBE Participation Percentage** to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendor/suppliers.

**If your business is located in a labor surplus area,
Please check here:**

☐

Define the LSA here_____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this document, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Print Name

Business Name

Signature

Date

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX E: GENERAL BUSINESS INFORMATION

GENERAL BUSINESS INFORMATION

General 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 #

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 #

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

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 #

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 #

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX F –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 necessary.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Form Completed by: _____
Authorized Signature Date

Attachment: BID005-19-20-LTD Chemicals for Water & Wastewater Treatment Plants (6050 : FY20-21 Chemicals for Water and Wastewater

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Appendix G: BUSINESS INFORMATION RECORD FOR SUBCONSULTANTS/SUBCONTRACTORS

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. 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.

Project: BID005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	City of Columbia Vendor number	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is you Busine CDBI Approv Yes or
					%		
					%		
					%		
					%		
					%		
					%		

TOTAL: \$ _____

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

Business Name: _____

Representative Name / Title: _____

Date: _____

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX H: PERFORMANCE AND PAYMENT BOND

Performance and Payment Bond

(For information only – To be returned by Awardee at time of award)

KNOW ALL MEN BY THESE PRESENTS that we

(1) _____, a (2) _____

hereinafter called Principal, and (3) _____,

State of _____, hereinafter called Surety, are held and firmly bound unto the (4) The City of Columbia, South Carolina, hereinafter called Owner, in the penal

sum of _____.

Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for supplying certain

BID#005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Now, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good default, and shall promptly make payment to all person, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, thence this obligation shall be void; otherwise, to remain in full force and effect.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

PROVIDED FURTHER that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of contract or to the work or to the specifications.

PROVIDED FURTHER that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in **four (4)** counterparts each one of which shall be deemed an original this _____ day of _____, 2019.

ATTEST:

Principal Secretary

(SEAL)

Witness

Witness

ATTEST:

Surety Secretary

(SEAL)

Witness

Witness

Principal

By _____

Address

Surety

By _____

Address

South Carolina Registered Agent

1. Name of Contractor
2. Corporation, Partnership, Individual
3. Name of Surety
4. Name of Owner
5. If partnership, all partners should execute Bond

(Attach Power of Attorney where applicable)

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX I: CITY OF COLUMBIA, SC HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2019

Holiday- 2019	*Official & Designated Day-Date- 2019
New Year's Day	Tuesday—January 1, 2019
Martin Luther King, Jr. Day	Monday—January 21, 2019
Friday before Easter	Friday—April 19, 2019
Memorial Day	Monday—May 27, 2019
Independence Day	Tuesday—July 4, 2019
Labor Day	Monday—September 2, 2019
Thanksgiving Day	Thursday—November 28, 2019
Day after Thanksgiving Day	Friday—November 29, 2019
Day in conjunction with Christmas	Tuesday—December 24, 2019
Christmas Day	Wednesday—December 25, 2019



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August 22, 2019

ADDENDUM NO. 1
Chemicals for Water and Wastewater Treatment Plants
BID005-19-20-LTD

TO: ALL POTENTIAL BIDDERS

This addendum provides the corrections and answers to the questions received by the Department referencing BID005-19-20-LTD.

The following noted items are **corrections**, additions, or deletions to BID005-19-20-LTD, as noted:

- **Under the General Information portion**

The initial contract term is anticipated to begin **October 1, 2019 through June 30, 2021**, with the option to extend for one (1) additional year according to the specifications, terms, and conditions provided herein. The total contract term shall not exceed **two (2) years and nine (9) months**. All prices will remain in effect throughout the term of any potentially awarded contract.

- **Under the Special Instructions**

1. The initial contract term shall be for the period beginning October 1, 2019 and terminating **June 30, 2021**. The City of Columbia reserves the option to renew this contract for a period of one (1) year after the initial contract term has expired. Any renewal of this agreement must be in writing and signed by the parties at least thirty (30) days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond **June 30, 2022**.

3. All prices shall be firm **through June 30, 2020**. Price adjustments will be considered for the remaining initial contract term if request is received in writing no later than April 30, 2020. If no price adjustment requests are received by this date, it will be understood that you are agreeing to honor the bid price through June 30, 2021.

Any increases, will be capped using the most recent report by the Producer Price Index (PPI) for Chemicals and Allied Products not on a seasonally adjusted basis as reported by the U.S. Bureau of Labor Statistics.



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MILESTONE DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Friday, August 2, 2019	Bid Opportunity	An email invitation to respond to this opportunity. Click on the link provided to download all documents pertaining to this bid.
Friday, August 30, 2019 at 10:00AM ET	Solicitation Response	Deadline to submit your response, <u>EXCLUDING PRICING.</u> Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Friday, September 6, 2019	Formal Invitation Issued	Formal approval from the Buyer to participate in the pricing portion of the process. Follow instructions given in the Formal Invitation email.
Monday-Tuesday, September 9-10, 2019	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed. Participate in a one-on-one training with an eBridge representative.
Tuesday, September 10, 2019 by 2:00PM ET	Initial Bid Due	Date by which all participants must place initial bid(s). Login to the eBridge platform and place your initial bid(s).
Wednesday, September 11, 2019 at 11:00AM ET	Online Event	Date and time the live online event will open. Login to the eBridge platform and participate in the live event.
Monday, September 16, 2019	(Tentative) Intent to Award	No Vendor Action Required
Tuesday, October 1, 2019	(Tentative) City Council Approval	No Vendor Action Required

Attachment: BID005-19-20-LTD Addendum No. 1 (6050 : FY20-21 Chemicals for Water and Wastewater Treatment Plants)



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Answers to Questions asked through eBidcolumbiaSC

Question 1: Who are the current suppliers?

Answer 1: For this information, please submit a FOIA request.

Question 2: What are you currently pay for each product?

Answer 2: For this information, please submit a FOIA request.

Question 3: What are the typical order quantities for each product?

Answer 3: The typical order delivery for each product for Columbia Canal Water Plant are listed below:

- Aluminum Sulfate: 45,000- >50,000 lbs. per delivery
- Anhydrous Ammonia: 6,000 lbs. per delivery
- (Blended) Phosphate: 45,000- >50,000 lbs. per delivery
- Chlorine Gas: 12 Ton cylinders per delivery
- Fluorosilicic Acid: 45,000- >50,000 lbs. delivery
- Liquid Lime (Calcium Hydroxide): 45,000- >50,000 lbs. lbs. per delivery
- Polymer: 250 gal. tote per delivery
- Powdered Activated Carbon: 45,000- >50,000 lbs. per delivery
- Sodium Hydroxide/Caustic: 45,000 lbs. per order
- Sodium Chlorite: 45,000 – 50,000 lbs. per delivery

For the Lake Murray Water Plant, the typical order deliveries are listed below:

- Aluminum Sulfate: 48,000 lbs. per delivery
- Anhydrous Ammonia: 6,000 lbs. per delivery
- Powder Activated Carbon: 40,000 lbs. per delivery
- Sodium Hydroxide/Caustic: 45,000 lbs. per delivery
- Chlorine Gas: 12 tons per delivery
- Fluorosilicic Acid: 45,000 lbs. per order
- Liquid Lime (Calcium Hydroxide): 45,000 lbs. per delivery
- Blended Phosphate: 45,000 lbs. per delivery
- Liquid Polymer/250 gal tote: 1 Tote approximately 2,400 lbs. per delivery



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- Sodium Chlorate/Purate (Liquid): 45,000 lbs. per delivery
- Liquid Sulfuric Acid 78%: 47,000 lbs. per delivery

For Metro Wastewater Treatment Plant, the typical order delivery per chemical are listed below:

- Polymer – 45,000 pounds per delivery
- Sodium Bisulfite – 45,000 pounds per delivery
- Sodium Hypochlorite – 45,000 pounds per delivery

Question 4: Please confirm that per the inclusion of Appendix H, a performance bond will now be required from the awarded vendors. If so, will the Estimated Annual Quantities be divided by 12 and multiplied by 8 to arrive at a volume for calculating an 8 Month initial contract and bond amount?

Answer 4: No, please see the changes to the initial contract period highlighted on page 1.

Question 5: May I get a copy of the most recent bid tabulation, particularly for Aluminum Sulfate?

Answer 5: For this information, please submit a FOIA request.

Question 6: Will the City please clarify which specific products are pre-qualified for Lot No. 15, Liquid Polymer, at Metro WWTP?

Answer 6: The specific products qualified for Lot 15 are Clarifloc SE-1308 and K148L.

Question 7: What percentage of the sodium hydroxide (caustic) that you are wanting bid on? Is it 25% or 50%? Also, what will be the order sizes? Bulk tanker loads, totes, drums? Thank you.

Answer 7: The percentage of liquid Sodium Hydroxide is 50% Caustic. The approximate order size is 3,000 or 3,500 gallons. According to the attachment, Water Treating Chemical Specification under Lot 5, the chemical should be delivered by bulk tanker load.

Question 8: On the Lot Sheets, are bidders to check the items they are bidding on and indicate "No Bid" on the items they are not bidding on?

Answer 8: Yes, the bidders are to check the items they are bidding on, and indicate "No Bid" on the items they are not bidding on.



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Question 9: Do you have more specific product specifications for carbon?

Answer 9: The specifications for carbon shall meet AWWA Standard B600-05.

Question 10: What is the minimum iodine number?

Answer 10: There is no specified Iodine number required in Powdered Activated Carbon.

Question 11: What size sample needs to be submitted for testing for pre-approval?

Answer 11: During the testing period, the vendor must contact EPS Labs for quantity required.

Question 12: How much product can we deliver at one time to each location?

Answer 12: Please see the answer to Question 3.

Question 13: Does a full truckload go to each location or are we expected to partial truck loads to one place and the rest to the other location?

Answer 13: All orders are separate, and a full truckload goes to each plant.

Question 14: How can we submit bid pricing for (2) products for Lot Number 9 for Powdered Activated Carbon (PAC) (As noted on pages 9 & 10. We had two different products pre-tested and would like to submit pricing for both products.)

Answer 14: Vendors wishing to bid more than one approved manufacturer will need to submit a request for each approved manufacturer they would like approval to bid. The City of Columbia will then decide which manufacturer(s) the vendor is approved to bid. If approved to bid more than one manufacturer, the bid layout will be set allowing you to do so.

Question 15: What is the typical delivery quantity of PAC for each location?

Answer 15: Please see the answer to Question 3.

Question 16: Can we get a copy of the previous bid tabulations and award information?

Answer 16: For this information, please submit a FOIA request.



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Question 17: What is the product, price and manufacturer of your current PAC product?

Answer 17: For this information, please submit a FOIA request.

Question 18: How are the performance factors created by EPS labs going to be factored into your award decision?

Answer 18: Every pre-qualified Activated Carbon product has been tested by EPS Labs, and the dose required to achieve 50% Geosmin removal has been determined. By dividing the dose of a particular carbon required to remove 50% Geosmin by the lowest dose achieved by the highest performing carbon, the performance factor is decided. An effective cost is then calculated by multiplying the bid price by the performance factor of that product. For example, if the bid price were \$100 and the performance factor 1.50, then the effective cost would be \$150. These effective cost prices will be used in determining the lowest bidder.

Question 19: Will the performance factors created by EPS labs be taken into account during the Reverse Auction process, and if so, how?

Answer 19: The performance factor from EPS will be calculated in the bid price during the reverse auction to determine the lowest bid. Further instruction will be provided during the training session with eBridge.

Question 20: Cabot Norit is on the Qualified Product list but not on the EPS report. Can we get a copy of their product and performance results?

Answer 20: Please see the revised QPL list below.

Question 21: What goes into the "Select" column on pages 9 & 10?

Answer 21: Please see answer to Question 8.

Question 22: Attributes – Do we need to upload the hard copy and/or just acknowledge online? What goes in the "Response" box?

Answer 22: You can acknowledge the attributes online. In the response box, you can indicate that you have read all addendums.



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Question 23: We are still reviewing the specifications and not sure if we will take exceptions, however, it says that any exceptions need to be submitted on a separate sheet and agreed to in writing (page 24. # L) and received by 8/14/19 (page 14 #10) Can you clarify the correct process for exceptions?

Answer 23: All exceptions must be submitted in writing within the Question and Answer period. The City will respond in writing to the exceptions before the bid opening.

Question 24: If we are not going for a LBE, how do we fill out Appendix A – we don't see a box to check that we are NOT asking for that Qualification.

Answer 24: If you do not qualify as a LBE, you are not required to submit the form.

Question 25: Does the City of Columbia consider third-party carriers "Subcontractors"? Appendix D, E F & G all ask for Subcontractor information, and not sure this applies to the delivery by third party carriers of PAC.

Answer 25: The City of Columbia does not consider third-party carriers as "Subcontractors".

Question 26: How will the performance of the activated carbon be calculated as it relates to the price to determine the possible award?

Answer 26: Please see the answer to Question 18.

Question 27: This year a performance bond is requested upon award. What percentage is required of the contract amount?

Answer 27: The percentage of the performance bond required is 100%.

Question 28: Page 9 & 10 of the bid spec shows quantities for each of the locations. How will the auction be run by each plant or by chemical?

Answer 28: The reverse auction will be conducted by chemical name.



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Question 29: The bid request for a vendor #, where can we obtain this?

Answer 29: In this case, third-party carriers are not being considered as “Subcontractors” so the completion of Appendix G is not required.

Question 30: Please confirm the ceiling price for the bisulfite is either wet or dry lb.

Answer 30: The bid ceiling price for Sodium Bisulfite is \$0.20 wet lb.

Question 31: Is \$1,240/Ton the actual ceiling for activated carbon? In most cases, the better performing carbons are more expensive per ton but have a much lower feed rate thus reducing the overall cost for carbon to the city. Please confirm the ceiling number.

Answer 31: This is the actual ceiling or max bid allowed at this time. However, any reasonable request and justification to adjust this ceiling will be reviewed by the Buyer who will then determine if the ceiling will be adjusted or not. If bid ceiling adjustments are made, all approved vendors will be notified prior to entering their initial bids.

Question 32: How many products from the approved manufacturer list have the ability to bid? How can bid pricing be separated if more than one product is approved from a single manufacturer?

Answer 32: The manufacturer can submit all the chemicals that meet the specifications in their response, and the City of Columbia should pick the approved chemical for the reverse auction.

Question 33: PG 9 & 10 shows ceiling price for Aluminum Sulfate to be \$243.08. We are the current supplier and the bid ceiling price is below the current price. The ceiling starting price doesn't allow for a potential price increase to cover the significant cost increase and changes in the Alum market for 2019, but in fact penalizes the current supplier by automatically setting a price decrease before the bid evens begins. We request the starting ceiling price to be \$290.

Answer 33: Please see answer to Question 31.



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Question 34: The lot pages (9-11) indicate per ceiling bid pricing. For example, Lot 12 (78% Sulfuric Acid) is listed as \$1,200.00/ton. Would this be correct, and what will be reflected as the maximum price on the online bid event?

Answer 34: Please see answer to Question 31.

Question 35: Can the Bid Ceiling be raised specifically for Lot 10 and Lot 15? We are requesting that the ceiling for Lot 10 be raised to \$2,240.00 per ton and the ceiling for Lot 15 be raised to \$1.120/Lb. The current ceilings are at or very near the current pricing for these items, and the City of Columbia has added a requirement for a Payment and Performance bond, which is an additional expense to the awarded vendor.

Answer 35: Please see answer to Question 31.



DEPARTMENT OF PROCUREMENT AND CONTRACTS

BID005-19-20-LTD/ QPL001-18-19-LTD Chemicals for Water & Wastewater Treatment Plants for
Lots 8, 9, 10, and 15
August 22, 2019

Revised Qualified Product List

CarbPure Technologies- CarbPure® 600 and CarbPure® 800

Carus Corporation- Carus™ 8500

Donau Carbon US LLC- WaterCarb 800 and WaterCarb 1000

Jacobi Carbons, Inc.- AquaSorb CB1-MW PAC-F

Polydyne- Clarifloc™ C-6220 and Clarifloc™ SE-1308

Sterling Water Technologies- CP 722 OrthoPolyphosphate

Solenis- K148L



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August 26, 2019

ADDENDUM NO. 2
Chemicals for Water and Wastewater Treatment Plants
BID005-19-20-LTD

TO: ALL POTENTIAL BIDDERS

This addendum serves as a clarification to BID005-19-20-LTD.

Due to an administrative oversight, the City of Columbia will extend this bid for two (2) weeks from the date of this addendum to provide the time for additional testing of Powdered Activated Carbon. All testing must be completed by September 10, 2019. For all bidders who previously tested according to QPL001-18-19-LTD, you will be contacted individually by La'Toyia T. Davis, the Procurement Facilitator, to retest your chemical at the expense of the City. All new bidders will be solely responsible for all costs, including chemicals, set-up and analysis.

The specifications and special instructions for Powdered Activated Carbon is listed below:

Activated Carbon (Powdered)

The product shall meet **American Water Works Association (AWWA) standard B600-05.**

A performance analysis of each carbon must be performed to assess the carbon's ability to remove 2-methylisoborneol (MIB) and Geosmin. All vendors including previous, current, and new vendors will be responsible for contacting Engineering Performance Solutions (EPS) lab to generate dose removal curves for MIB and Geosmin in City of Columbia raw water with carbon doses of 0 ppm, 10 ppm, 15 ppm, 20 ppm, and 30 ppm. The vendor is responsible for all costs unless exceptions are noted. The City of Columbia will ship raw water to EPS at the cost of the vendor. EPS may be contacted at (904)645-7775 or www.epslabs.com. The vendor must submit the performance analysis along with the bid. The submittal of test results by no means indicates that the City of Columbia is obligated to approve or use your product.

Chemicals shall be shipped in bulk quantities to the Columbia Canal Water Treatment Plant, 300 Laurel Street, Columbia, SC 29201 and Lake Murray Water Treatment Plant, 102 Rocky Point Drive, Columbia, SC 29212.



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Chemicals shall be delivered by a commercial motor freight or by a private company truck and delivered to the loading platform at the Plants.

The following noted items are **corrections**, additions, or deletions to BID005-19-20-LTD, as noted:

- **Under the General Information portion**

The initial contract term is anticipated to begin **October 15, 2019 through June 30, 2021**, with the option to extend for one (1) additional year according to the specifications, terms, and conditions provided herein. The total contract term shall not exceed **two (2) years, eight (8) months, and fifteen (15) days**. All prices will remain in effect throughout the term of any potentially awarded contract.

- **Under the Special Instructions**

1. The initial contract term shall be for the period beginning **October 15, 2019 and terminating June 30, 2021**. The City of Columbia reserves the option to renew this contract for a period of one (1) year after the initial contract term has expired. Any renewal of this agreement must be in writing and signed by the parties at least thirty (30) days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond **June 30, 2022**.

3. All prices shall be firm **through June 30, 2020**. Price adjustments will be considered for the remaining initial contract term if request is received in writing no later than April 30, 2020. If no price adjustment requests are received by this date, it will be understood that you are agreeing to honor the bid price through June 30, 2021.

Any increases, will be capped using the most recent report by the Producer Price Index (PPI) for Chemicals and Allied Products not on a seasonally adjusted basis as reported by the U.S. Bureau of Labor Statistics.

Note: In a future addendum, the revised milestone dates will be released.

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: August 2, 2019	Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	Bid No: BID005-19-20-LTD	
Bid Title: Chemicals for Water and Wastewater Treatment Plants		Reason For No Bid:	
Vendor Name: Cabot Norit Americas Inc.			
Vendor Mailing Address: 3200 University Ave.			
City-State-Zip: Marshall, TX 75672			
Telephone No: 903-923-1046			
Fax No: 903-923-1035			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		 AUTHORIZED SIGNATURE (MANUAL) Amber Lewis - Inside Sales AUTHORIZED SIGNATURE/TITLE (TYPED) amber.lewis@cabotcorp.com E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. 1. EXECUTION OF BID: Bid must be submitted online by an authorized representative. 2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments. 3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone. 4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate. E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: August 2, 2019	Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	Bid No: BID005-19-20-LTD	
Bid Title: Chemicals for Water and Wastewater Treatment Plants		Reason For No Bid:	
Vendor Name: Carus LLC (f/k/a Carus Corporation)			
Vendor Mailing Address: 315 Fifth Street			
City-State-Zip: Peru, IL 61354			
Telephone No: 800-435-6856			
Fax No: 815-224-6697			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
 AUTHORIZED SIGNATURE (MANUAL) David J Kuzy/President, CEO AUTHORIZED SIGNATURE/TITLE (TYPED) bids@caruscorporation.com E-MAIL ADDRESS			
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
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Columbia's online bidding system, eBidcolumbiasc
Phone Number: (803)545-3470**

**CITY OF COLUMBIA
INVITATION TO BID
BIDDER ACKNOWLEDGEMENT**

Date: August 2, 2019

**Bids will be opened at 10:00 A.M. on
August 20, 2019 and may not be withdrawn within
60 days after such date and time.**

Bid No: BID005-19-20-LTD

Bid Title: Chemicals for Water and Wastewater Treatment Plants

Vendor Name: CHEMTRADE CHEMICALS US LLC

Vendor Mailing Address: 90 EAST HALSEY ROAD, SUTIE 200

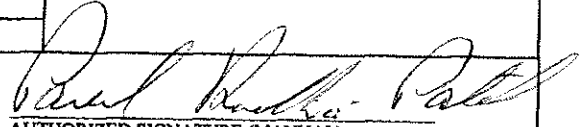
City-State-Zip: PARSIPPANY, NJ 07054

Telephone No: 800-441-2659

Fax No: 973-515-4461

Reason For No Bid:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.


AUTHORIZED SIGNATURE (MANUAL)

PARUL KACHHIA-PATEL

AUTHORIZED SIGNATURE/TITLE (TYPED)

bids@chemtradelogistics.com

E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

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4. **PRICES, TERMS, & PAYMENT:** Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

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B. **Mistakes:** Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. **Condition & Packaging:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

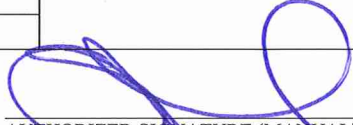
D. **Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.

E. **Invoicing & Payment:** The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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Attachment: Bidder Acknowledgements (6050 : FY20-21 Chemicals for Water and Wastewater Treatment Plants)

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiase Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: August 2, 2019	Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	Bid No: BID005-19-20-LTD	
Bid Title: Chemicals for Water and Wastewater Treatment Plants		Reason For No Bid:	
Vendor Name: International Dioxide Inc			
Vendor Mailing Address: 40 Whitecap Drive			
City-State-Zip: North Kingstown, RI 02852			
Telephone No: 401-295-8800			
Fax No: 401-295-7108			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
		 AUTHORIZED SIGNATURE (MANUAL) CIO & Business Director AUTHORIZED SIGNATURE/TITLE (TYPED) Thomas.Dwyer@ERCOworldwide.com E-MAIL ADDRESS	
General Conditions			
Electronic Bids All bids must be submitted using the eBidcolumbiase System. Bids not submitted on the eBidcolumbiase system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
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Date: August 2, 2019		Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Chemicals for Water and Wastewater Treatment Plants		Reason For No Bid:	
Vendor Name: JCI Jones Chemicals, Inc.		Bid No: BID005-19-20-LTD	
Vendor Mailing Address: 1765 Ringling Blvd			
City-State-Zip: Sarasota, FL 34236			
Telephone No: (941) 330-1537			
Fax No: (941) 330-9657			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		 AUTHORIZED SIGNATURE (MANUAL) Summer Mella Nat'l Sales Admin AUTHORIZED SIGNATURE/TITLE (TYPED) Summer@jcichem.com E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
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B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.			
C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.			
D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.			
E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

Attachment: Bidder Acknowledgements (6050 : FY20-21 Chemicals for Water and Wastewater Treatment Plants)

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: August 2, 2019		Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Chemicals for Water and Wastewater Treatment Plants		Bid No: BID005-19-20-LTD	
Vendor Name: Polydyne Inc.		Reason For No Bid:	
Vendor Mailing Address: P.O. Box 279			
City-State-Zip: Riceboro, GA 31323			
Telephone No: (912) 880-2035			
Fax No: (912) 880-2078			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		 AUTHORIZED SIGNATURE (MANUAL) Boyd Stanley, Vice-President AUTHORIZED SIGNATURE/TITLE (TYPED) polybiddpt@snfhc.com E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. 1. EXECUTION OF BID: Bid must be submitted online by an authorized representative. 2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments. 3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone. 4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate. E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

**Submit Responses Online using the City of
Columbia's online bidding system, eBidcolumbiasc
Phone Number: (803)545-3470**

**CITY OF COLUMBIA
INVITATION TO BID
BIDDER ACKNOWLEDGEMENT**

Date: August 2, 2019

**Bids will be opened at 10:00 A.M. on
August 20, 2019 and may not be withdrawn within
60 days after such date and time.**

Bid No: BID005-19-20-LTD

Bid Title: Chemicals for Water and Wastewater Treatment Plants

Vendor Name: POLYTEC, INC

Vendor Mailing Address: PO BOX 659

City-State-Zip: MOORESVILLE, NC 28115

Telephone No: 704-660-5195

Fax No: 704-662-3498

Reason For No Bid:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.


AUTHORIZED SIGNATURE (MANUAL)

JACK HARMON / PRESIDENT
AUTHORIZED SIGNATURE/TITLE (TYPED)

jackharmon@polytecinc.net

E-MAIL ADDRESS

General Conditions

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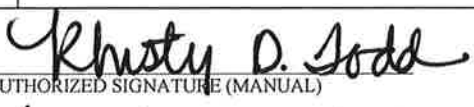
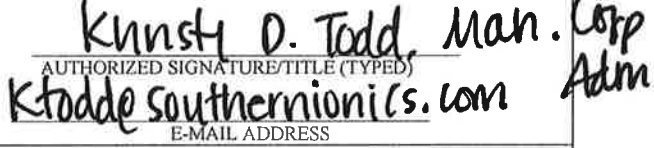
C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.

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Attachment: Bidder Acknowledgements (6050 : FY20-21 Chemicals for Water and Wastewater Treatment Plants)

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: August 2, 2019	Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	Bid No: BID005-19-20-LTD	
Bid Title: Chemicals for Water and Wastewater Treatment Plants		Reason For No Bid:	
Vendor Name: Southern Ionics		 AUTHORIZED SIGNATURE (MANUAL)  AUTHORIZED SIGNATURE/TITLE (TYPED) E-MAIL ADDRESS: ktodde@southernionics.com	
Vendor Mailing Address: P.O. Drawer 1217			
City-State-Zip: West Point, MS 39173			
Telephone No: 662-494-3055 x.207			
Fax No: 662-495-2590			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
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Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: August 2, 2019	Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.		Bid No: BID005-19-20-LTD
Bid Title: Chemicals for Water and Wastewater Treatment Plants Vendor Name: Southern States Chemical Vendor Mailing Address: P.O. Box 546 City-State-Zip: Savannah, GA 31402 Telephone No: 912-232-1101 Fax No: 912-232-1103		Reason For No Bid:	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		 AUTHORIZED SIGNATURE (MANUAL)  Southeast Sales AUTHORIZED SIGNATURE/TITLE (TYPED) Jsmith@sschemical.com E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. 1. EXECUTION OF BID: Bid must be submitted online by an authorized representative. 2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments. 3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone. 4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate. E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

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Phone Number: (803)545-3470**

**CITY OF COLUMBIA
INVITATION TO BID
BIDDER ACKNOWLEDGEMENT**

Date: August 2, 2019	Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	Bid No: BID005-19-20-LTD
Bid Title: Chemicals for Water and Wastewater Treatment Plants Vendor Name: Tanner Industries, Inc. Vendor Mailing Address: 735 Davisville Road City-State-Zip: Southampton, PA 18966 Telephone No: (215) 322-1238 Fax No: (215) 322-7791		Reason For No Bid:
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		
 AUTHORIZED SIGNATURE (MANUAL)		
Matt Tanner AUTHORIZED SIGNATURE/TITLE (TYPED)		
sales@tannerind.com E-MAIL ADDRESS		

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 - Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.
 - Invoicing & Payment:** The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.
- MANUFACTURER'S NAME & APPROVED EQUIVALENTS:** Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.

**Submit Responses Online using the City of
Columbia's online bidding system, eBidcolumbiasc
Phone Number: (803)545-3470**

**CITY OF COLUMBIA
INVITATION TO BID
BIDDER ACKNOWLEDGEMENT**

Date: August 2, 2019

**Bids will be opened at 10:00 A.M. on
August 20, 2019 and may not be withdrawn within
60 days after such date and time.**

Bid No: BID005-19-20-LTD

Bid Title: Chemicals for Water and Wastewater Treatment Plants

Reason For No Bid:

Vendor Name: Univar USA Inc.

Vendor Mailing Address: 200 Dean Sievers Place

City-State-Zip: Morrisville, PA 19067

Telephone No: (215) 337-5411

Fax No: (215) 337-6290

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.


AUTHORIZED SIGNATURE (MANUAL)

Michael Crea, Municipal Specialist
AUTHORIZED SIGNATURE/TITLE (TYPED)

michael.crea@univarsolutions.com

E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must be submitted online by an authorized representative.

2. **NO BID:** If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.

3. **BID OPENING:** Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. **NOTE:** Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS, & PAYMENT:** Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. **Discounts:** Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. **Mistakes:** Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. **Condition & Packaging:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. **Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.

E. **Invoicing & Payment:** The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. **MANUFACTURER'S NAME & APPROVED EQUIVALENTS:** Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.

Attachment: Bidder Acknowledgements (6050 : FY20-21 Chemicals for Water and Wastewater Treatment Plants)



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7554; Harbison #4 Pump Station Improvements and Force Main Replacement Project, as requested by Columbia Water. Award to Constantine Engineering, Inc. in the amount of \$70,400.00. The firm is located in Columbia, SC.

REQUISITION NO.: R204761

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects Harbison #4 Pump Station and Force Main (5529999-SS755401-658650). The original budget amount is \$70,400.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Constantine Engineering, Inc. of Columbia, SC is the Mentor and will provide project management services at 75.3% (\$53,020.00) of the total contract amount. Rohadfox Construction Control Services Corp., a Minority Business Enterprise of Columbia, SC, is the Protégé and will assist the project manager with the preliminary engineering report at 20% (\$14,080.00) of the total contract amount.

The following subconsultant will provide additional services:

Steadman & Associates of Columbia, SC will provide surveying services at 4.7% (\$3,300.00) of the total contract amount.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 300 - Survey and Utility Mapping

Task 1100 - Additional Services

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- FinalAgreement.SS7554Harbison#4PS ImprovementsFMReplacement.ConstatineEng (PDF)
- Location Map.SS7554 Harbison 4 PS and FM (PDF)

Constantine Engineering, Inc.
Harbison #4 PS Improvements and FM Replacement Project – SS7554



AGREEMENT FOR PROFESSIONAL SERVICES

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

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 Constantine Engineering, Inc. (hereinafter referred to as the "Consultant"), to provide technical consulting for the Harbison #4 PS Improvements and Force Main Replacement project including evaluation of pump station improvement alternatives, evaluation of force main rehabilitation/replacement alternatives, and preparation of a Preliminary Engineering Report (PER) for the City of Columbia, SC.

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

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

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

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Harbison #4 PS Improvements and FM Replacement Project – SS7554

4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier as provided herein, on December 31, 2020, or at such time the total compensation provided for herein is reached, whichever is earlier. 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* with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

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 Seventy Thousand, Four Hundred Dollars and No/100 (\$70,400.00).
- 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 E hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

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

C. Invoicing Procedure (See Exhibit F)

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

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

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

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canceled checks (if requested), and the 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

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endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>20%</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

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

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

8. **INDEMNIFICATION & INSURANCE**

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

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

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

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

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D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

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

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

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

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

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- 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 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

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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

Constantine Engineering, Inc.

Name: John Peake
 Title: Vice President
 Address: 4400 St. Andrews Rd,
 Columbia, SC, 29210
 Phone: 803-462-5258
 Email: jpeake@tcgeng.com

16. **CONSENT DECREE**

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

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- 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 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

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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 Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of 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

Constantine Engineering, Inc.

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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

Constantine Engineering, Inc.
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Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, 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, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall

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- incorporate these non-discrimination requirements 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, Exhibit D - Prime Business Information Statement, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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Constantine Engineering, Inc.
Harbison #4 PS Improvements and FM Replacement Project – SS7554

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness	Teresa Wilson, City Manager	Date:

CONSTANTINE ENGINEERING, INC

Print: Name/Title	Signature	Date:

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APPROVED AS TO FORM

 Legal Department City of Columbia, SC

6/15/20

Constantine Engineering, Inc.
Harbison #4 PS Improvements and FM Replacement Project – SS7554

List of Exhibits

Exhibit A – Statement of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Prime Business Information Statement

Exhibit E – Business Information Record for Subconsultants/Subcontractors

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

Exhibit H - MPP Implementation Plan

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7554 **Harbison #4 Pump Station Improvements and Force Main Replacement**

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the Harbison #4 PS Improvements and Force Main Replacement project, including evaluation of pump station improvement alternatives, evaluation of force main rehabilitation/replacement alternatives, and preparation of a Preliminary Engineering Report (PER). The general location of the project is shown on Figure 1 attached.

Consultant shall prepare one evaluation report with descriptions of all work to be completed. The report shall include pump station rehabilitation/improvement/relocation recommendations, force main testing/rehabilitation/replacement recommendations, and presentation of an overall recommended plan, budget cost, and schedule. The PER shall also include an assessment of the existing pump station, a review of the City's pump station standards, an evaluation of the possible relocation of the pump station, an evaluation of the area currently being served by the pump station, including existing and potential future flows, a hydraulic analysis of the pump station and force main, a determination if force main condition testing is viable, and an analysis of potential force main route alternatives.

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

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

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

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

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

120 Coordination Meetings

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

- Kickoff meeting.
- Monthly Progress meetings with CITY's Project Manager for duration of project.
- Draft and Final (30% design) Alternatives Analysis/Rehabilitation Plan Preliminary Engineering Report (PER) review meetings – two (2) meetings total.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the CITY's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents in one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120.

140 Mentor-Protégé Program

Consultant and Rohadfox will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

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

150 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for (7) meetings
- Minutes, with City review comments, from the two milestone review meetings
- (4) Quarterly Mentor-Protégé Program Reports

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact the proposed design.
- Consultant will conduct evaluation of the tributary area currently being served by the pump station, as well as any areas that may be served by the pump station in the future for build-out of the respective sub-basin.
 - Consultant to analyze upstream flow metering results recently compiled by the CITY in response to multiple SSOs upstream of the pump station.

- After analyzing the results, Consultant to recommend additional flow monitoring, smoke testing, and/or other investigative measures related to the gravity sewer system served by the pump station.
- Evaluation will be limited to the immediate sub-basin. Areas outside of the immediate sub-basin are not included in this scope of service for future planning unless specifically identified in this scope of service.
 - Any existing pump stations pumping into the sub-basin for repumping will be considered in the evaluation as existing flows.
- Consultant will determine existing and potential future flows. Future flows to be based on service areas determined in previous item above.
 - The methodology for determining future flows shall be based on Metcalf & Eddy “Wastewater Engineering Treatment and Reuse”, Fourth Edition. Methodology, potential land development, and any other assumptions and findings shall be reviewed with the City before completion of this task.
 - Existing flows to the pump station to be determined by utilizing available pump run times and customer counts, along with existing customer data that the CITY will provide to the Consultant (water consumption if actual wastewater flow data is not available).
 - Consultant shall evaluate existing site and equipment for adequate size, condition, O&M history, accessibility, flood protection and compliance with current codes and standards. This should include review of the CITY’s standards for pump stations which includes site layout, size of site and equipment, flood evaluations, controls and communications, electrical, equipment type and requirements such as SCADA and valves, required appurtenances such as water, and other preferred standards such as a common manhole before entering the wet well.
 - Size of wet well and certain equipment and components to be sized for future capacity needs and allow for easy expansion when needed. Once future flow projections are determined, the Consultant is to discuss with CITY which equipment and components may need to be modified to handle future conditions (such as generators, etc.).
 - Existing property size shall also be evaluated and compared to the CITY standard. Analysis shall explore reasonable alternatives of rehabilitation and may include alternates up to construction of new facilities. Analysis shall take into account capital costs and O&M costs. The CITY is to provide any available existing information for the pump station site. Examples include original design details, pump curves, flow data and lift station logs.
 - Consultant to perform drawdown tests on the existing pumps and City installed larger by-pass pump.

- Consultant will meet with CITY maintenance staff to identify any specific ongoing problems at the sites.
- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible force main routing alternatives in a tabletop type route analysis.
- Field Reconnaissance:
 - Based upon the tabletop analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis/Rehabilitation Plan

- Upon completion of Task 210, Consultant will proceed with alternative analysis for the identified pump station alternatives.
- Consultant will use utility mapping, county property maps, and data collection to determine possible new site location versus existing site rehabilitation.
- Upon completion of Task 210, Consultant will proceed with alternative analysis for the force main including the following alternatives at a minimum:
 - Replacing the force main within or adjacent to the existing force main alignment.
 - Relocating the new force main along a different alignment.
 - Rehabilitation of the existing force main.

230 Preliminary Agency Coordination and Meetings

- Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required. These agencies include:
 - U.S. Army Corps of Engineers
 - City of Columbia
 - Richland County
 - South Carolina Department of Health & Environmental Control (SCHDEC)
 - South Carolina Department of Transportation (SCDOT)

240 Preliminary Utility Coordination and Meetings

- Upon selection of alternatives, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping, as applicable.

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property and easement requirements, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will evaluate the new/rehabilitated lift station in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.
- Consultant will evaluate the new force main in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

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

270 Preliminary Design Reviews

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

280 Preliminary Alternative Analysis and Engineering Report

- Consultant is to prepare a single PER and submit to the CITY for review and approval.

- The report shall provide a detailed account of each project component, a summary of the evaluations above, and make any recommendations for rehabilitation/replacement of the pump station and force main.
 - Recommendations to be consistent with potential CMOM regulations to improve reliability, reduce SSOs, increase safety, and reduce maintenance costs at the pump station.
 - The report shall contain a plan to keep the pump station operational during construction, as needed.
 - The report shall include preliminary cost estimates for all alternatives and a detailed schedule for the recommended work.
- Upon review of the draft PER by the CITY, Consultant will finalize the report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final recommendation and preliminary opinion of probable project cost. This final PER submittal will be considered the 30% overall project completion review.

290 Task 200 Deliverables

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

TASK 300 – Survey and Utility Mapping

- Consultant subcontractor, Steadman & Associates, will perform two (2) days of surveying to verify pump station dimensions and to verify gravity sewer inverts around the pump station and selected areas in the collection system. Exact locations will be determined during the preliminary planning for the project.

TASK 400 – Geotechnical Investigation

- The scope of this task is yet to be determined and can be added to the agreement based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 500 – Final Design

- The scope of this task is yet to be determined and can be added to the agreement based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 600 – Permits and Property

- The scope of this task is yet to be determined and can be added to the agreement based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 700 – Bidding and Award

- The scope of this task is yet to be determined and can be added to the agreement based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 800 – Engineering Services During Construction

- The scope of this task is yet to be determined and can be added to the agreement based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 900 – Full Time Construction Inspection

- The scope of this task is yet to be determined and can be added to the agreement based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 1000 – Project Closeout

- The scope of this task is yet to be determined and can be added to the agreement based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 1100 – Additional Services

1110 General Task

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

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

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

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

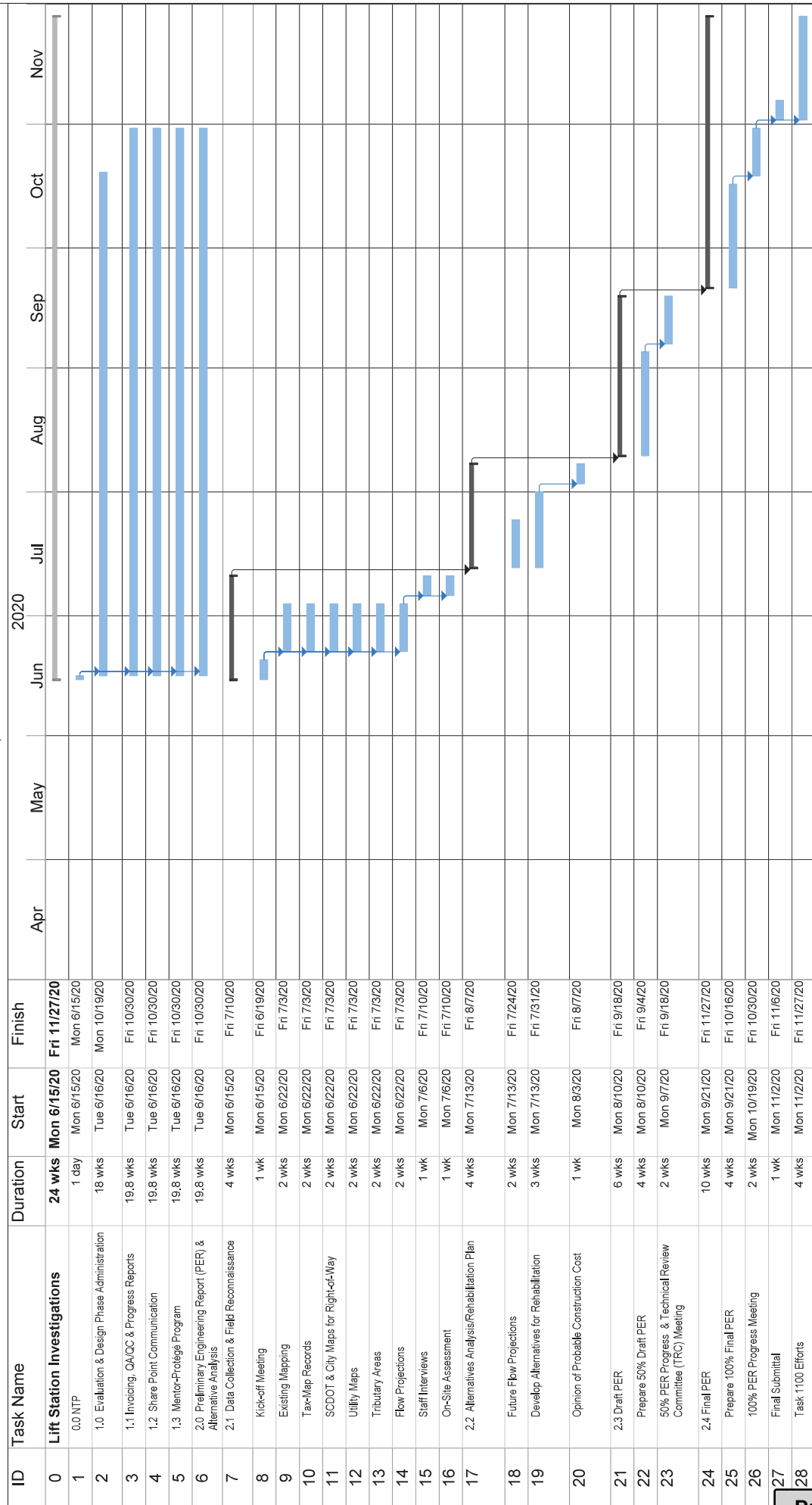
EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

Harbison #4 Pump Station Improvements and Force Main Replacement

City of Columbia

CIP #SS7554

March 19, 2020



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EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7554
Harbison #4 Pump Station Improvements and Force Main Replacement

Compensation for services provided under Tasks 100 through 300 and Task 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of **\$70,400.00**. This includes **\$64,000.00** of lump sum tasks, as well as **\$6,400.00** of hourly/NTE tasks. Lump Sum and Hourly/NTE tasks are clearly labeled in the chart below.

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

Task	Description	LS/NTE	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS	\$2,000.00	\$18,000.00
200	Preliminary Planning, Investigation, Engineering, and Alternative Analysis	LS	\$10,800.00	\$41,000.00
300	Survey and Utility Mapping	LS	\$3,300.00	\$5,000.00
	Subtotal		\$16,100.00	\$64,000.00
1100	Additional Services (10% Contingency)	NTE	\$1,280.00	\$6,400.00
	TOTAL of Contract		\$17,380.00	\$70,400.00
	% of Contract to Subconsultants		24.7%	
	% of Contract to Protégé		20%	

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

EXHIBIT D - PRIME 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: The Constantine Group, Inc.

Headquarters Address: 1988 Lewis Turner Blvd., Unit 3
Ft. Walton Beach, FL 32547

Local Office Address, if applicable: 4400 St. Andrews Road, Suite B
Columbia, SC 29210

Phone No.: 803-462-5258 Fax No.: 888-215-3836

Email address: jpeake@tcgeng.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 26-4425704

DUNS Number: 826915980

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 you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes ☐ or No ☒

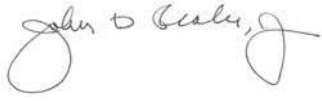
(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

***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-responsive.**

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

Name/Title: John D. Peake, Jr., Vice President

Phone Number: 803-466-1262

Form Completed by:  04/13/2020
 Date

Authorized Signature

Attachment: FinalAgreement.SS7554Harbison#4PS ImprovementsFMReplacement.ConstatineEng (6034 : SS7554 Harbison #4 PS

EXHIBIT E - Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for the 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 Cod - See Key Below)
Rohadfox Construction Control Services Corp. DUNS #195758276 CAGE #38JR3	V016311	Assisting Project Manager with PER	\$14,080.00	20 %	SCDOT DWBE MBE	BF
Steadman & Associates	V003595	Surveying	\$ 3,300.00	4.7 %		
				%		
				%		
				%		
				%		

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 \$** 17,380.00**TOTAL CONTRACT AMOUNT: \$** 70,400.00

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

Business Name: _ The Constantine Group, Inc.

Representative Name/Title: John D. Peake, Jr., Vice President

Date: 03/05/2020

Business Information for Subconsultants/Subcontractors- Continued

Attachment: FinalAgreement.SS7554Harbison#4PS ImprovementsFMReplacement.ConstatineEng (6034 : SS7554 Harbison #4 PS

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)**

Rohadfox Construction Control Corporation

Company Name

1320 Main Street, Suite 300

Physical Address

Same

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(404) 880-9888

Phone number

()

Fax number

Quinn Jackson-Elliott

Primary Contact Name

Secondary Contact Name

quinn.jackson@rccsc.net

Primary Contact Email Address

Secondary Contact Email Address

56-2124992

Federal ID #

V016311

Vendor #

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

Steadman & Associates

Company Name

3101 Carlisle Street, Columbia, SC 29205

Physical Address

PO Box 61031

Mailing Address

Columbia, SC 29260

City/State Zip Code + 4

(803) 513-1311

Phone number

()

Fax number

LaVerne Steadman

Primary Contact Name

Secondary Contact Name

lavernesteadman@sc.rr.com

Primary Contact Email Address

Secondary Contact Email Address

56-2117519

Federal ID #

V003595

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 F - 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 the 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 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 purchase order is required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's 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

Attachment: FinalAgreement.SS7554Harbinson#4PS ImprovementsFMReplacement.ConstantineEng (6034 : SS7554 Harbinson #4 PS



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: March 4, 2020

Project Number: CIP #SS7554

Mentor: The Constantine Group, Inc.

Project Name: Harbison #4 PS Imps & FM

Protégé: Rohadfox Construction Control Serv

Duration of the Project: 180 days

Project Contract Amount: \$70,400.00

Protégé Amount: \$14,080.00

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.

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

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

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

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

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



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:

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

Protégé:

Rohadfox: Project Engineer. Insurance will be provided.

Subcontractors:

Steadman & Associates will provide surveying crew.

Special Arrangements:

Engineering agreements will be prepared for all team members.

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

a. Description of Mentor's responsibilities:

Constantine will provide overall management for the project.

b. Description of Protégé's responsibilities on project:

Rohadfox will provide Project Engineer to complete tasks assigned by Constantine's Project Manager.

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

Both Constantine and Rohadfox will work together to complete the scope of services for the project.

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

Six months to complete the first phase. The Protege will be utilized in the first phase.



CITY OF COLUMBIA

Department of Utilities and Engineering
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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?

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

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

The goal of the project is to provide the City of Columbia with a first-class PER completed within 180 days.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

We will have meetings at 30% and at final completion.

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

Protege will be provided a monthly payment schedule for work completed.



CITY OF COLUMBIA

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Phone: 803-545-3049 Fax: 803-545-4130

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Steadman & Assoc	8035131311	3101 Carlisle Street Columbia, SC 29205	Michael Beckman	\$3,300.00	N/A	4.7%

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: \$14,080.00

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

Attachment: FinalAgreement.SS7554Harbison#4PS ImprovementsFMReplacement.ConstatineEng (6034 : SS7554 Harbison #4 PS



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 The Constantine Group, Inc. (Mentor Firm) this 5 day of March 2020.
Corporate SEAL

By: [Signature]
Title: Vice President

ATTEST:
By: [Signature]
Title: Exec ASST

EXECUTED by Rohadfox Const Control (Protégé Firm) this 4 day of March 2020.
Corporate SEAL Services Corp.
By: Gerri D. Woods
Title: Executive Vice President

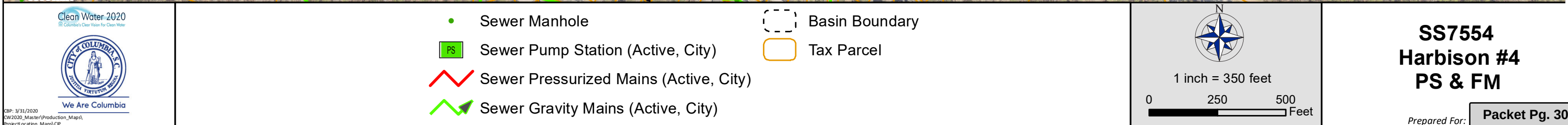
ATTEST:
By: [Signature]
Title: HR Manager



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 26 day of March, 2020.

By: [Signature]
Title: Program Compliance Administrator





We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Construction Change Order #1 for Project WM4522; Citywide Water Main Repairs Lot #2, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in the amount of \$75,096.10. This firm is located in Marietta, GA.

REQUISITION NO.: R202127

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water System Improvements Special Projects (5516220-638500). The original budget amount for this change order is \$75,096.10. The total revised contract amount is \$438,622.45.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. North American Pipeline Management, Inc. of Marietta, GA is the mentor and will be performing pipe work, trucking and restoration services at 79.9% (\$350,386.01) of the total contract value. Southern Roots Landscape Management, Inc., a Local Business Enterprise of Columbia, SC, is the protégé and will be performing water line construction at 20.1% (\$88,236.44) of the total contract value.

Additional funding is respectfully requested in the amount of \$75,096.10 to fulfill the balance of the subject construction change order.

The original awarded amount is \$363,526.35, which includes contingency. With approval of this Construction Change Order increase, the revised awarded amount will be \$438,622.45.

Proposed Change and Basis for Payment:

Original Contract Price:	\$302,938.65
Change Order Amount	\$135,683.80
Contingency	\$60,587.70

Change Order minus Contingency	\$75,096.10
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ATTACHMENTS:

- CO#1 Final WM4522 - Water Main Repairs Lot 2 (PDF)
- Water Main Repairs Map Book (PDF)



CIP #WM4522
City Wide Water Main Repairs
Water Maintenance Lot #2
Change Order # 1 (Final)
PO# P181810
April 30, 2020

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and North American Pipeline Management, Inc. (Contractor) is requested due to (unforeseen) conditions requiring additional work to complete this Contract.

Description for Changes: This is a final add and deduct change order to close out this Project for the twenty-four (24) Site Locations where water main repairs occurred. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Additions:

Items #2, #3, #4, #5, & #6: Additional Subgrade and Asphalt repairs were required at Fourteen (14) of the twenty-four (24) Project Sites and major Subgrade and Asphalt repairs were required at 1800 Longcreek Drive, 1201 Lake Murray Boulevard, and 100 Queensbury Court.

Item #14: Additional 4" and less size water main repairs were required 406 Myton Road (30 LF of 2" Water Main had to be replaced).

Item #15: Six (6) additional Long Water Service Renewals had to be completed at several Project Sites, some of these renewals were completed in lieu of Point Repairs.

New Item: 20 Cubic Yards of Concrete Sidewalk, Curb and Driveways had to be replaced at seven (7) of the Project Sites.

New Item: 2" Gate Valves had to be installed at four (4) of the Project Sites.

Item #2-Saw Cut and Remove Asphalt 191.56 TN @ \$385.00	\$ 73,750.60
Item #3-Replace Asphalt (Binder Type B) 14.23 TN @ \$51.50	\$ 732.85
Item #4-Replace Asphalt (Surface Type B) 131.38 TN @ \$515.00	\$ 67,660.70
Item #5-Remove and Replace Subgrade 107.67 TN @ \$45.00	\$ 4,845.15
Item #6-Flowfill 186 TN @ \$195.00	\$ 36,270.00
Item #14-4" and Less Water Main Repair 5 EA @ \$3,200.00	\$ 16,000.00
Item #15-Renew Services (Long) 17 EA @ \$2,363.00	\$ 40,171.00
Item #16-Renew Services (Short Services) 3 EA @ \$1,284.00	\$ 3,852.00
New Item-Concrete Sidewalk, Curb, and Driveway (4" Thick) 20 CY @ \$350.00	\$ 7,000.00
New Item-2" Gate Valve 4 EA @ \$550.00	\$ 2,200.00
TOTAL ADDITIONS:	\$ 252,482.30

Deductions:

Item #1: All of the Traffic Control was not required.

Item #7: Only a small portion of the Restoration was required at one (1) Project Site.

Item #8: 6" and Above Point Repairs were only required at four (4) Project Sites.

Items #9-#13: No 6", 8", 10", 12", or 16" Gate Valves had to be replaced at any of the Project Sites.

Item #16: Only five (5) Short Water Service Renewals were required.

Item #1-Traffic Control 7 LS @ \$1,000.00	\$ 7,000.00
Item #7-Restoration 3.99 AC @ \$150.00	\$ 598.50

WM4522
Change Order #1 (Final)
Page 2

Item #8-6" and Above Water Main Repair 6 EA @ \$9,500.00	\$ 57,000.00
Item #9-16" Gate Valve and Box, MJ 2 EA @ \$7,500.00	\$ 15,000.00
Item #10-12" Gate Valve and Box, MJ 2 EA @ \$2,600.00	\$ 5,200.00
Item #11-10" Gate Valve and Box, MJ 3 EA @ \$2,100.00	\$ 6,300.00
Item #12-8" Gate Valve and Box, MJ 8 EA @ \$1,600.00	\$ 12,800.00
Item #13-6" Gate Valve and Box, MJ 15 EA @ \$860.00	\$ 12,900.00
TOTAL DEDUCTIONS:	\$ 116,798.50
TOTAL CHANGE:	\$ 135,683.80

Funding Source: 5516220-638500.

Owner's Contingency Allowance

Original Allowance Total:	\$ 60,587.70
Previous Change Orders:	\$ 0.00
This Change (Decrease):	\$ 60,587.70
Revised Owner's Contingency Allowance:	\$ 0.00

Proposed Change and Basis for Payment

Original Contract Price:	\$ 302,938.65
Previous Change Orders:	\$ 0.00
This Change: (Increase)	\$ 135,683.80
Revised Contract Price:	\$ 438,622.45

Contractual Completion Date:

Notice to Proceed: 12/16/2019

Scheduled Completion Date: 2/14/2020

This Change is Acceptable:

North American Pipeline Management, Inc.

By:

Title:

Recommended for Approval: Andy Crooks Utility Construction Inspector

Recommended for Approval: Jeff Jeffers Sr. Utility Construction Inspector

Recommend for Approval: Michael F. Sheu, P.E. Asst. City Engineer for Engineer Const.

Recommend for Approval: Clint E. Shealy, P.E. Asst. City Manager

Approved: Teresa B. Wilson City Manager

APPROVED AS TO FORM

6/24/20

Legal Department City of Columbia, SC

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment is required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage
Original Contract:	\$ 302,938.65	\$ 242,350.65	80.0%	\$ 60,588.00	20.0%
CO#1: (Increase)	\$ 135,683.80	\$ 108,035.36	79.6%	\$ 27,648.44	20.4%
Revised Contract:	\$ 438,622.45	\$ 350,386.01	79.9%	\$ 88,236.44	20.1%

Original Project Contract Amount: \$302,938.65

Original Protégé Amount: \$60,588.00

MPP Project #/Name: WM4522

Change Order #: 01 (Final) (Ex: 01, 02)

Change Order/Amendment Amount: \$135,683.80

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

Description

Change Order/Amendment Type:

1. ☐ Time Extension – New End Date: _____ (Please sign & return form if no cost)
2. ☒ Funding Increase – Amount (Please continue on to questions 3 A & B below)

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

- Amount of Change Order/Amendment to be received by the protégé: \$27,648.44
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Renew and Repair Water Service Lines, and Asphalt/Concrete Pavement Repairs.

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

Description

4. Revised scope of work

<u>Additional Water Service Line Repairs and additional Asphalt and Concrete Pavement Repairs.</u>

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 *Dorothy Herford* (Mentor Firm) this 21st day of May 2020.
By: *Dorothy Herford* Title: President

EXECUTED by *Bryce Yarbrough* (Protégé Firm) this 21st day of May 2020.
By: *Bryce Yarbrough* Title: Owner

OBO Statement for the change order/amendment:

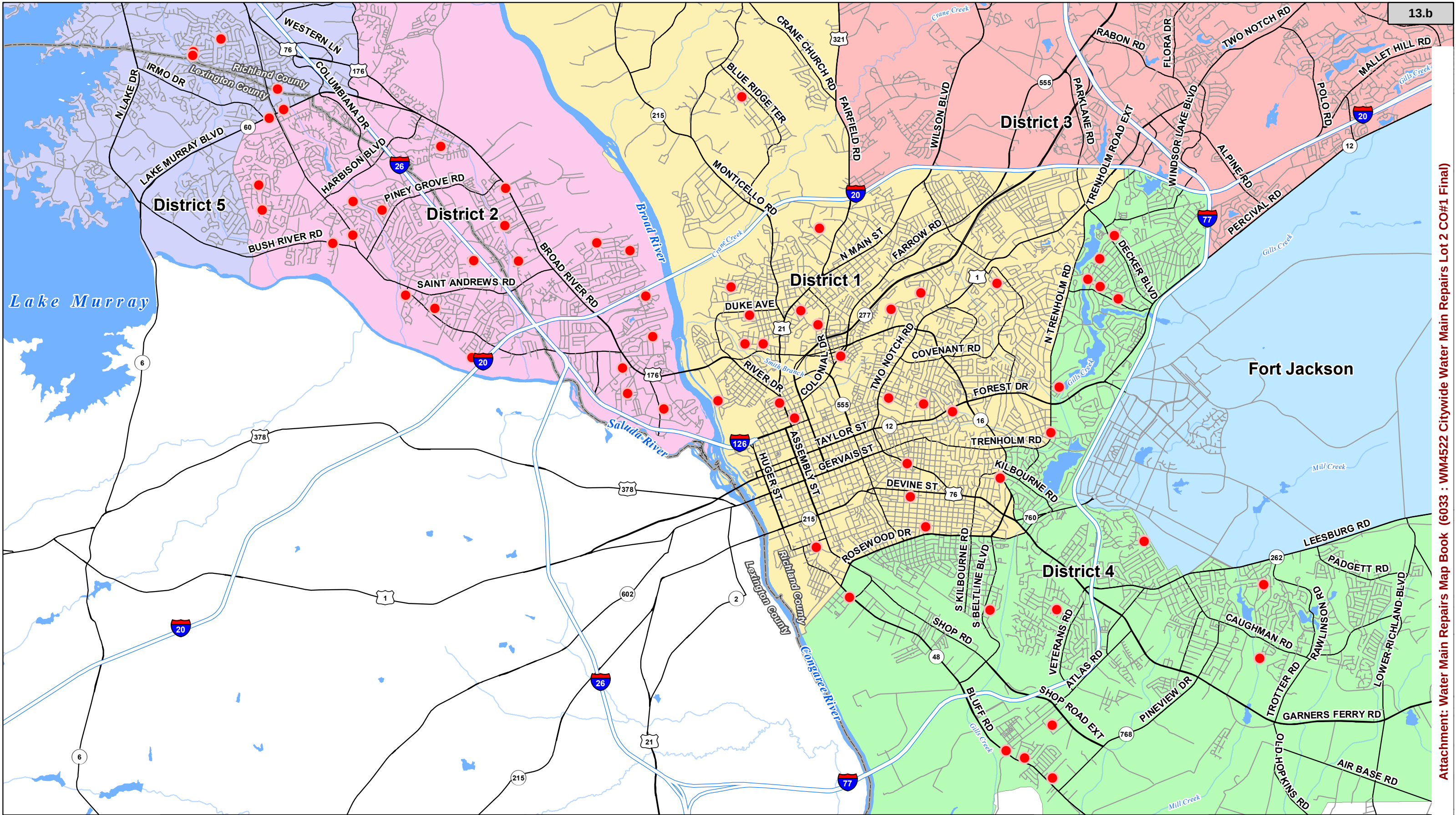
OBO has reviewed this funding increase change order. The original project contract amount was \$302,938.65, the original amount received by the protégé was \$60,588.00 or 20% of the original contract value amount. The revised project contract amount to include, previous change orders and current change order is \$438,622.45. The protégé will receive \$88,236.44 or 20.1% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 27 day of May, 2020.

By: *Latonya Germany* Title: Program Compliance Specialist

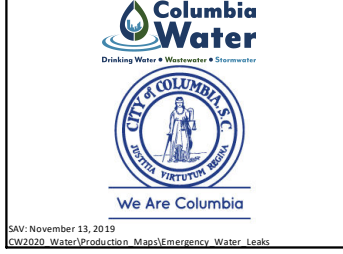
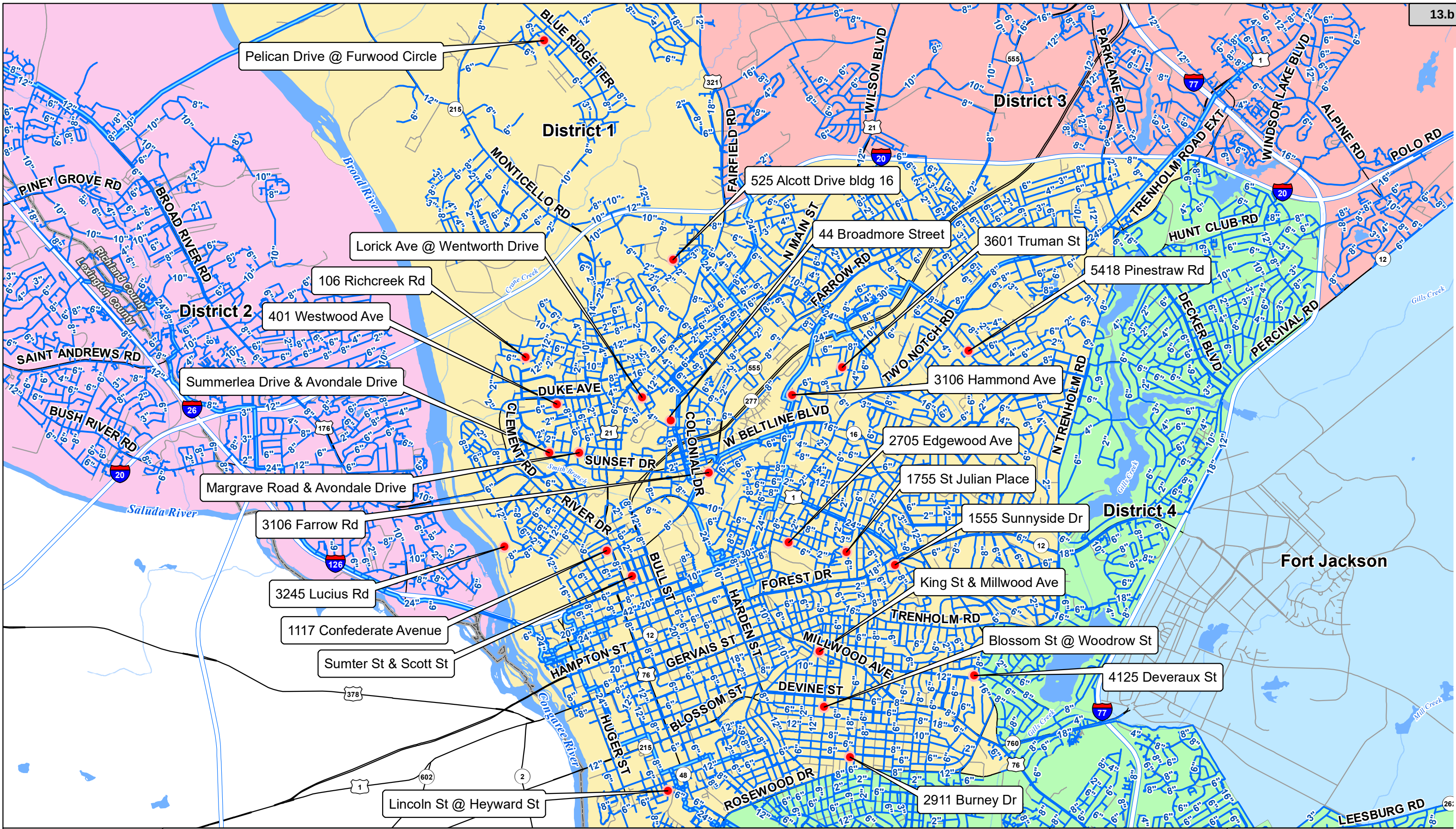
Per the MPP Guidelines: The Mentor will maintain the Protege's 20% required minimum (or more) of the total contract cost, throughout the duration of the project

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



- | | | | | | |
|---|--------------------------------|---|------------|---|--------------|
|  | Emergency Water Leak Locations |  | District 1 |  | District 4 |
| | |  | District 2 |  | District 5 |
| | |  | District 3 |  | Fort Jackson |

Emergency Water Leaks



●

Emergency Water Leak Locations

Water Distribution Line

Water Transmission Line

District 1

District 2

District 3

District 4

District 5

Fort Jackson

1 inch = 1 mile

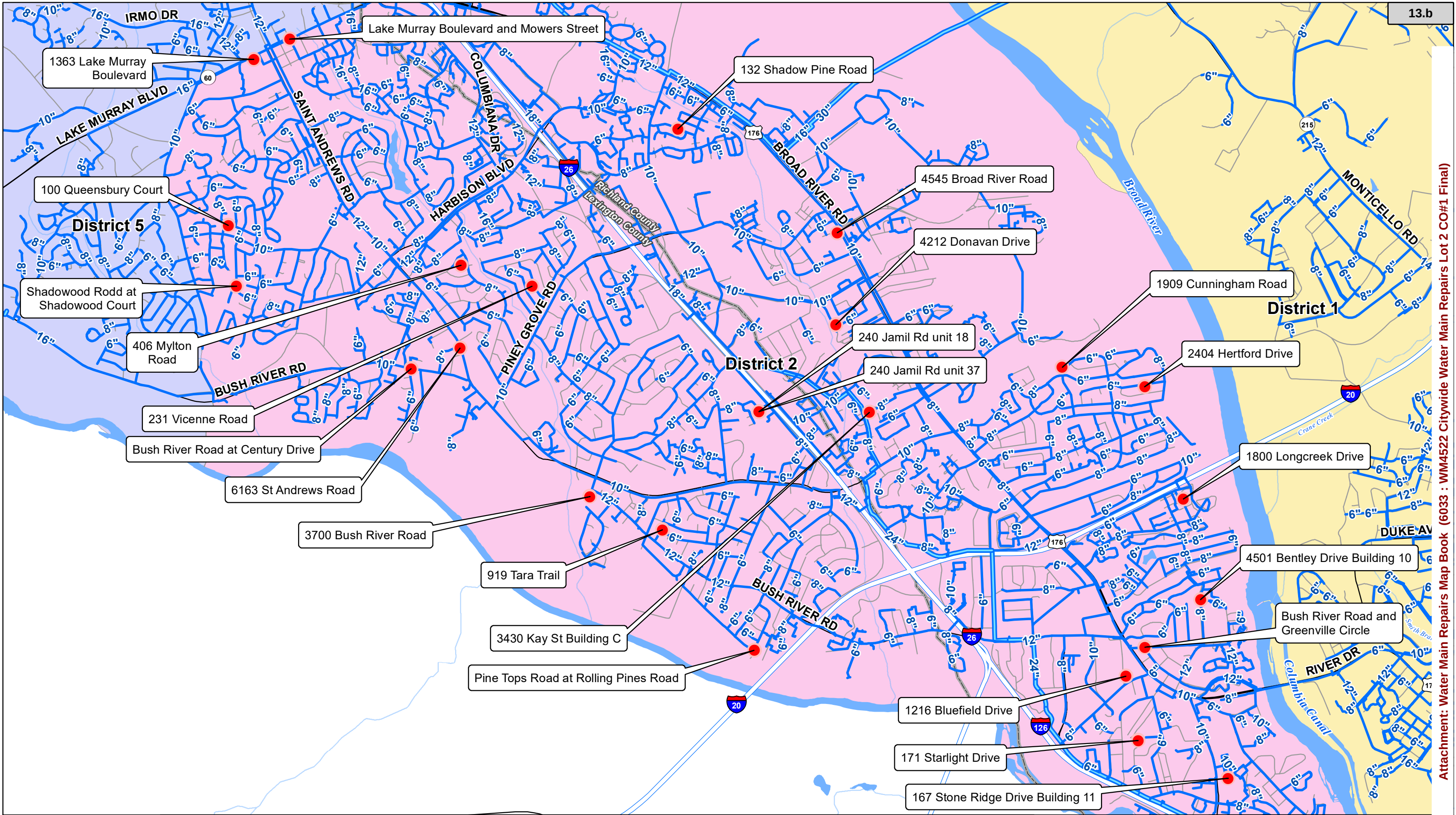
0

0.25

0.5

1

Miles



Emergency Water
Leak Locations



Water Distribution Line

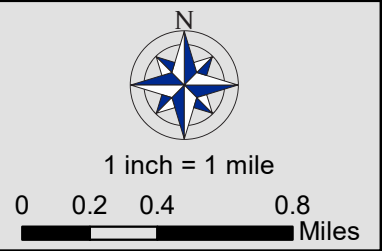
Water Transmission Line



District 1

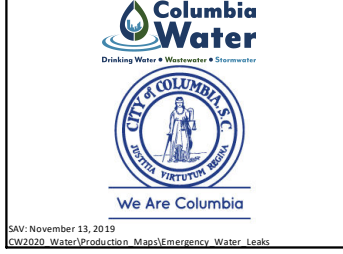
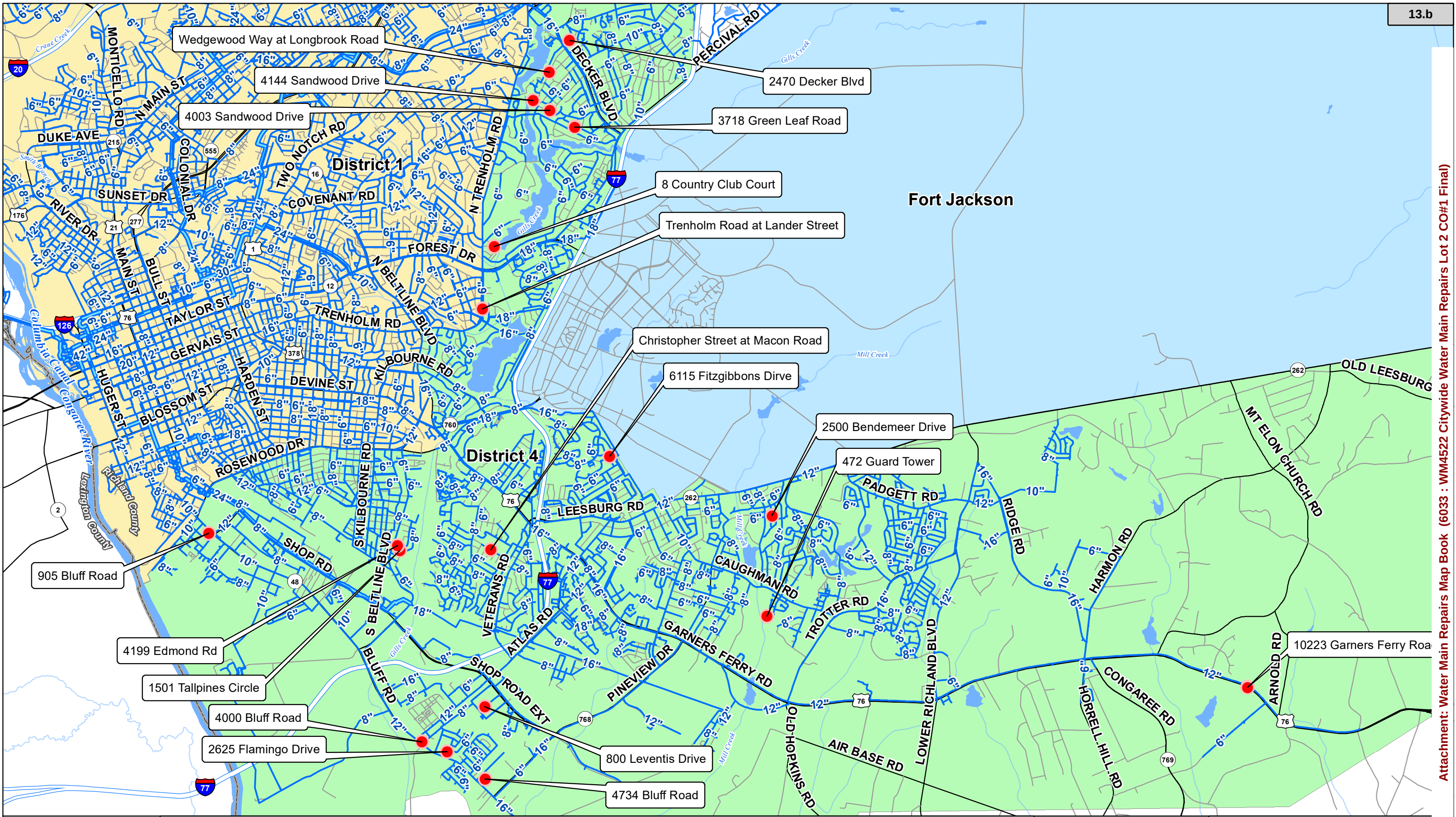
District 2

District 5



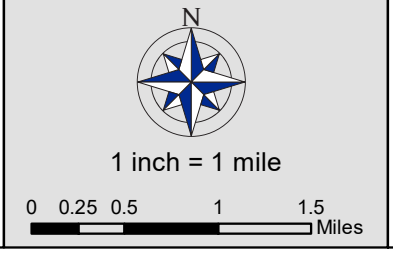
Emergency Water Leaks

Prepared For: Co



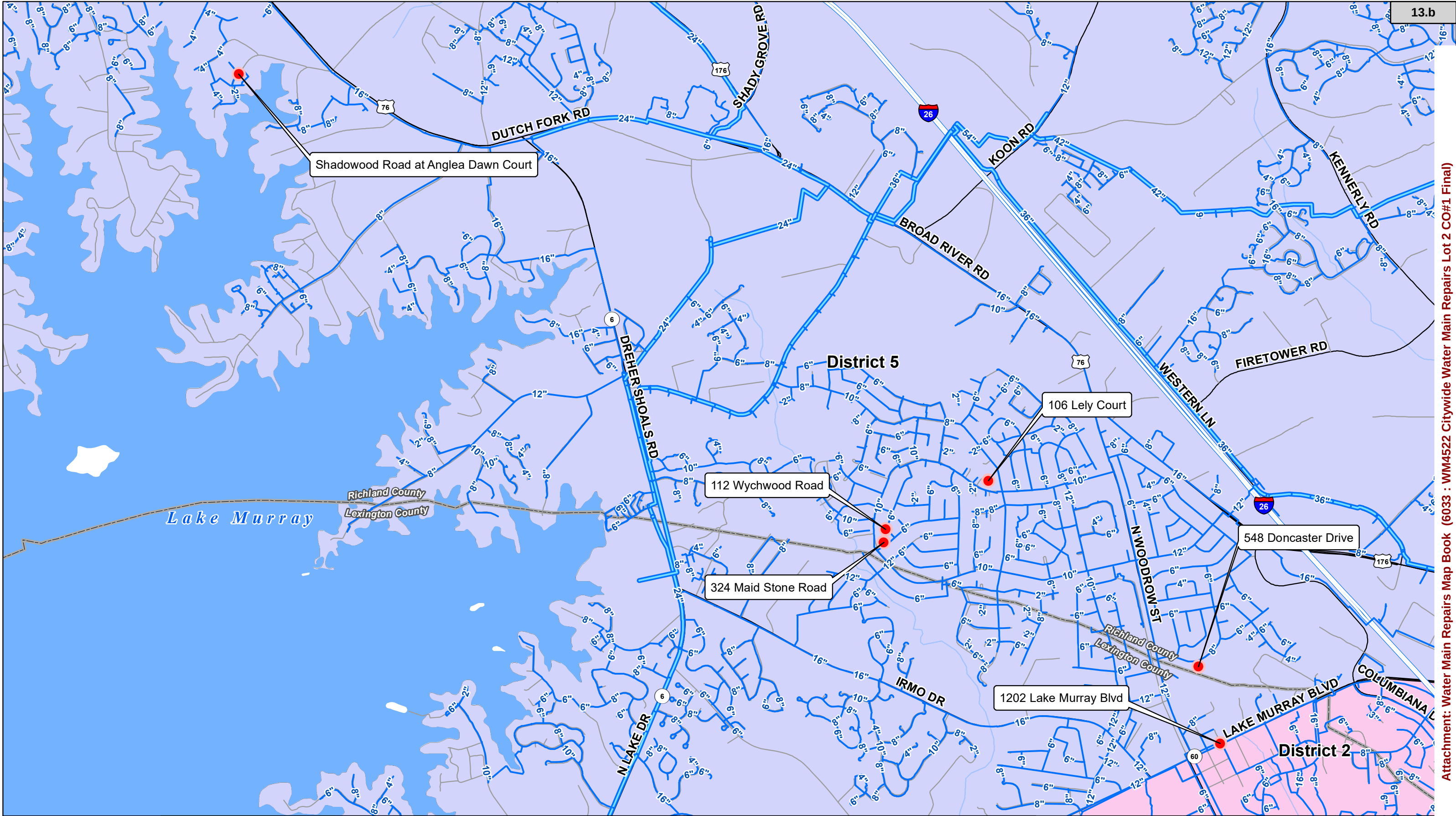
SAV: November 13, 2019
CW2020 Water/Production Maps/Emergency Water Leaks

- Emergency Water Leak Locations
- Water Distribution Line
- Water Transmission Line
- District 1
- District 4
- Fort Jackson



Emergency Water Leaks

Prepared For: Co





SAV: November 13, 2019
CW2020 Water/Production Maps/Emergency Water Leaks

Emergency Water Leak Locations

Water Distribution Line

Water Transmission Line

District 2

District 5


1 inch = 2,000 feet
0 750 1,500 3,000 Feet

Emergency Water Leaks

Prepared For: Co

Packet Pg. 319



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a New Holland Cab Tractor with HVAC for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Blanchard Machinery using the SC State Contract in the amount of \$83,095.20. This vendor is located in Columbia, SC.

REQUISITION NO.: R204838

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance Machinery Equipment - Capital (5516205-658300). The original budget amount is \$83,095.20.

CLEAN WATER 2020?: No

FOCUS AREAS: Enhancing Columbia's Neighborhoods

We respectfully request Council's approval for this purchase using the State Contract # 4400011100 Vendor, Blanchard Machinery at the following cost plus sales tax.

Cab Tractor w/ HVAC	
Base Price	\$76,940.00
SC State Taxes	\$6,155.20
PO Total	\$83,095.20

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through State Contracts.

ATTACHMENTS:

- State Contract #4400011100 (PDF)

Action Item (ID # 6018)

Meeting of July 21, 2020

- R204838_Quote (PDF)

Michael Speakmon, Procurement Manager
Email: mspeakmon@mmo.sc.gov
Telephone: 803-737-9816

Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

09/10/2019

STATEWIDE TERM CONTRACT FOR LARGE TRACTORS AND MOWERS (75.1 – 225 PTO HP)

This is a statewide contract for the provision of agricultural tractors and mowers in the horsepower ranges listed. Any state agency, political subdivision, county government, municipal government, or other entity authorized to use state contracts may place orders.

When tractors and mowers are purchased as a unit, it will be the responsibility of the mower manufacturer to provide the mowers, install, and certify that the installation has been made at the mower factory or mower's authorized dealer on an approved make and model tractor and that the installation and operational loads do not exceed the tractor manufacturer limitations. State contract customers are not responsible for installing mowers and equipment on tractors. It will be the mower/mower dealer companies' responsibility and expense to arrange all installation of said equipment. All associated pricing for installation labor and/or supplies is included with the cost of the mower.

Each individual contract includes every model mower and/or tractor for the named Manufacturer's complete line of equipment in the PTO Horsepower ranges listed. Awards were made pursuant to each of the following categories of equipment:

Click on the links below to access contractor information:

[MOWERS, TRACTOR MOUNTED, FRONT, SIDE, OR REAR](#)

[TRACTORS, WHEEL TYPE, INDUSTRIAL, 75.1 – 95 PTO HP](#)

[TRACTORS, WHEEL TYPE, INDUSTRIAL, 95.1 – 140 PTO HP](#)

[TRACTORS, WHEEL TYPE, INDUSTRIAL, 140.1 – 225 PTO HP](#)

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
Email: mspeakmon@mmo.sc.gov
Telephone: 803-737-9816

Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

09/10/2019

MOWERS, TRACTOR MOUNTED, FRONT, SIDE, OR REAR

ALAMO

BUSH-WHACKER

DIAMOND

TIGER

US MOWERS

For mowers, “DELIVERY (DAYS ARO)” means days after receipt of tractor from tractor manufacturer.

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

ALAMO

Contract Number: 4400011103

Awarded To: ALAMO GROUP (TX) INC.
 1502 E WALNUT ST
 SEGUIN TX 78155

Contact Person: Nathan Moczygemba

Phone: (800) 882-5762

Fax: (830) 379-0864

E-mail: nmoczygemba@alamo-group.com

State Vendor #: 7000197845

Taxpayer ID #: 74-2362509

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00001	Mowers, Tractor Mounted Manufacturer: Alamo Industrial	21%	\$ 1,327,200.00

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments & Accessories	_____ 21 _____ %
Dealer Installed Attachments & Accessories	_____ 21 _____ %
Additional Discount for orders of three (3) or more units:	_____ 2 _____ %
Equipment Tiedown Installation, Stenciling & Centerline Markings	\$ _____ 695.32 _____
Discount for units picked up by agency at dealer's SC location	\$ _____ 250.00 _____
DELIVERY (DAYS ARO):	_____ 45-90 _____

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

BUSH-WHACKER

Contract Number: 4400011101

Awarded To: HALL MANUFACTURING LLC
 PO Box 5638
 NORTH LITTLE ROCK AR 72119

Contact Person: Robert Hall

Phone: (501) 945-3211

Fax: (501) 945-0072

E-mail: Rhall@bush-whacker.com

State Vendor #: 7000058734

Taxpayer ID #: 71-0706648

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00001	Mowers, Tractor Mounted Manufacturer: Bush-Whacker	40%	\$ 1,008,000.00

Description

Percentage Discount Off Price List

Factory Installed Attachments & Accessories 40 %

Dealer Installed Attachments & Accessories 40 %

Additional Discount for orders of three (3) or more units: 0 %

Equipment Tiedown Installation, Stenciling & Centerline Markings \$ 0

Discount for units picked up by agency at dealer's SC location \$ 0

DELIVERY (DAYS ARO): 90

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

DIAMOND

Contract Number: 4400011018

Awarded To: BLANCHARD MACHINERY COMPANY
 PO Box 7517
 WEST COLUMBIA SC 29202

Contact Person: Don Wise

Phone: (803) 791-7100

Fax: (803) 791-9874

E-mail: dwise@blanchardmachinery.com

State Vendor #: 7000052564

Taxpayer ID #: 59-0681683

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00001	Mowers, Tractor Mounted Manufacturer: Diamond	27.5%	\$1,218,000.00

Description

Percentage Discount Off Price List

Factory Installed Attachments & Accessories _____ 27.5 _____ %

Dealer Installed Attachments & Accessories _____ 27.5 _____ %

Additional Discount for orders of three (3) or more units: _____ 1 _____ %

Equipment Tiedown Installation, Stenciling & Centerline Markings \$ _____ 300.00 _____

Discount for units picked up by agency at dealer's SC location \$ _____ 0 _____

DELIVERY (DAYS ARO): _____ 90 _____

Attachment: State Contract #440001100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

TIGER

Contract Number: 4400011019

Awarded To: TIGER CORPORATION
 3301 NORTH LOUISE
 SIOUX FALLS SD 57107

Contact Person: Scott Lariviere

Phone: (605) 261-7771

Fax: (605) 338-9702

E-mail: slariviere@tigermowers.com

State Vendor #: 7000056153

Taxpayer ID #: 88-0329653

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00001	Mowers, Tractor Mounted Manufacturer: Tiger	21%	\$ 1,327,200.00

Description

Percentage Discount Off Price List

Factory Installed Attachments & Accessories

21 %

Dealer Installed Attachments & Accessories

21 %

Additional Discount for orders of three (3) or more units: 1 %

Equipment Tiedown Installation, Stenciling & Centerline Markings \$ 444.00

Discount for units picked up by agency at dealer's SC location \$ 150.00

DELIVERY (DAYS ARO):

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

US MOWERS

Contract Number: 4400011102

Awarded To: CAROLINA AGRI-POWER LLC
 2900 FIVE CHOP RD
 ORANGEBURG SC 29115

Contact Person: James Gleason

Phone: (803) 534-4031

Fax: (803) 534-7098

E-mail: jgleason@carolinaap.com

State Vendor #: 7000186749

Taxpayer ID #: 45-4356092

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00001	Mowers, Tractor Mounted Manufacturer: Tiger	30%	\$1,176,000.00

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments & Accessories	_____ 30 _____ %
Dealer Installed Attachments & Accessories	_____ 30 _____ %
Additional Discount for orders of three (3) or more units:	_____ 5 _____ %
Equipment Tiedown Installation, Stenciling & Centerline Markings	\$ _____ 8,400.00 _____
Discount for units picked up by agency at dealer's SC location	\$ _____ 250.00 _____

DELIVERY (DAYS

ARO):

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
Email: mspeakmon@mmo.sc.gov
Telephone: 803-737-9816

Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

09/10/2019

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
Email: mspeakmon@mmo.sc.gov
Telephone: 803-737-9816

Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

09/10/2019

TRACTORS, WHEEL TYPE, INDUSTRIAL, 75.1 – 95 PTO HP

CASE IH

CHALLENGER

JOHN DEERE

NEW HOLLAND

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

CASE IH

Contract Number: 4400011102
Awarded To: CAROLINA AGRI-POWER LLC
 2900 FIVE CHOP RD
 ORANGEBURG SC 29115
Contact Person: James Gleason
Phone: (803) 534-4031
Fax: (803) 534-7098
E-mail: jgleason@carolinaap.com
State Vendor #: 7000186749
Taxpayer ID #: 45-4356092

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00001	Tractors 75.1-95 PTO HP Manufacturer: Case IH	27%	\$663,083.00

Description

Percentage Discount Off Price List

Factory Installed Attachments & Accessories	_____ 27 _____ %	
Dealer Installed Attachments & Accessories	_____ 27 _____ %	
Warning Light Installation	_____ \$0 _____	
Equipment Tiedowns Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed)	_____ \$0 _____	
Additional Discount for orders of three (3) or more:	_____ 3 _____ %	1 _____ %
DELIVERY (DAYS ARO):	_____ 180 _____	

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

CHALLENGER

Contract Number: 4400011018

Awarded To: BLANCHARD MACHINERY COMPANY
 PO Box 7517
 WEST COLUMBIA SC 29202

Contact Person: Don Wise

Phone: (803) 791-7100

Fax: (803) 791-9874

E-mail: dwise@blanchardmachinery.com

State Vendor #: 7000052564

Taxpayer ID #: 59-0681683

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00002	Tractors 75.1-95 PTO HP Manufacturer: Challenger	27%	\$ 663,083.09

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments/Implements & Accessories	_____ 27 _____ %
Dealer Installed Attachments/Implements & Accessories	_____ 27 _____ %
Warning Light Installation	_____ \$300 _____
Additional Discount for orders of three (3) or more units:	_____ 1 _____ %
Equipment Tiedown Installation, Stenciling & Centerline Markings \$ (For tractors bought without mowers installed)	_____ 300.00 _____
DELIVERY (DAYS ARO):	_____ 180 _____

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

JOHN DEERE

Contract Number: 4400011017

Awarded To: DEERE & COMPANY
 2000 JOHN DEERE RUN
 CARY NC 27513

Contact Person: Andrew Roman

Phone: (919) 804-2831

Fax: (309) 749-2313

E-mail: GovContractSupport@johndeere.com

State Vendor #: 7000024002

Taxpayer ID #: 36-2382580

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00002	Tractors 75.1-95 PTO HP Manufacturer: John Deere	25%	\$ 681,250.00

Description

Percentage Discount Off Price List

Factory Installed Attachments/Implements & Accessories	25%
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Dealer Installed Attachments/Implements & Accessories	25%
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Warning Light Installation	\$385
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Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed)	\$350
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DELIVERY (DAYS ARO):	180
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Additional Discount for orders of three (3) or more units:	1%
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*****Alternate Contact Person:** Jack Switzer
Phone: (919) 302-5104
Email: SwitzerJrJackE@JohnDeere.com

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

NEW HOLLAND

Contract Number: 4400011100

Awarded To: CNH AMERICA LLC GOVERNMENT & FLEET
 SALES
 500 DILLER AVE
 NEW HOLLAND PA 17557

Contact Person: Ryan J Anderson
Phone: (717) 355-1900
Phone: (717) 917-6309
Fax: (877) 764-1369
E-mail: ryan.anderson_2@newholland.com
State Vendor #: 7000106459
Taxpayer ID #: 76-0433811

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00002	Tractors 75.1-95 PTO HP Manufacturer: New Holland	27%	\$ 663,083.00

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments/Implements & Accessories	_____ 27 _____ %
Dealer Installed Attachments/Implements & Accessories	_____ 25 _____ %
Warning Light Installation	_____ \$500 _____
Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed)	_____ \$250 _____
DELIVERY (DAYS ARO):	_____ 180 _____
Additional Discount for orders of three (3) or more units:	_____ 0 _____ %

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
Email: mspeakmon@mmo.sc.gov
Telephone: 803-737-9816

Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

09/10/2019

TRACTORS, WHEEL TYPE, INDUSTRIAL, 95.1 – 140 PTO HP

CASE IH

CHALLENGER

JOHN DEERE

NEW HOLLAND

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

CASE IH

Contract Number: 4400011102
Awarded To: CAROLINA AGRI-POWER LLC
 2900 FIVE CHOP RD
 ORANGEBURG SC 29115
Contact Person: James Gleason
Phone: (803) 534-4031
Fax: (803) 534-7098
E-mail: jgleason@carolinaap.com
State Vendor #: 7000186749
Taxpayer ID #: 45-4356092

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00001	Tractors 95.1-140 PTO HP Manufacturer: Case IH	30%	\$663,833.00

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments & Accessories	_____ 27 %
Dealer Installed Attachments & Accessories	_____ 27 %
Warning Light Installation	_____ \$0
Equipment Tiedowns Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed)	_____ \$0
Additional Discount for orders of three (3) or more units:	_____ 2 %
DELIVERY (DAYS ARO):	_____ 180

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

CHALLENGER

Contract Number: 4400011018

Awarded To: BLANCHARD MACHINERY COMPANY
 PO Box 7517
 WEST COLUMBIA SC 29202

Contact Person: Don Wise

Phone: (803) 791-7100

Fax: (803) 791-9874

E-mail: dwise@blanchardmachinery.com

State Vendor #: 7000052564

Taxpayer ID #: 59-0681683

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00003	Tractors 95.1-140 PTO HP Manufacturer: Challenger	27%	\$ 663,083.09

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments/Implements & Accessories	_____ 27 _____ %
Dealer Installed Attachments/Implements & Accessories	_____ 27 _____ %
Warning Light Installation	_____ \$300 _____
Additional Discount for orders of three (3) or more units:	_____ 1 _____ %
Equipment Tiedown Installation, Stenciling & Centerline Markings \$ (For tractors bought without mowers installed)	_____ 300.00 _____
DELIVERY (DAYS ARO):	_____ 180 _____

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

JOHN DEERE

Contract Number: 4400011017

Awarded To: DEERE & COMPANY
 2000 JOHN DEERE RUN
 CARY NC 27513

Contact Person: Andrew Roman

Phone: (919) 804-2831

Fax: (309) 749-2313

E-mail: GovContractSupport@johndeere.com

State Vendor #: 7000024002

Taxpayer ID #: 36-2382580

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00003	Tractors 95.1-140 PTO HP Manufacturer: John Deere	25%	\$ 681,250.00

Description

Percentage Discount Off Price List

Factory Installed Attachments/Implements & Accessories	25	%
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Dealer Installed Attachments/Implements & Accessories	25	%
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Warning Light Installation	\$385	
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Equipment Tiedown Installation, Stenciling, & Centerline Markings	\$350	
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(For tractors bought without
mowers installed)

DELIVERY (DAYS ARO):	180	
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Additional Discount for orders of three (3) or more units:	180	
--	-----	--

*****Alternate Contact Person:** Jack Switzer
Phone: (919) 302-5104
Email: SwitzerJrJackE@JohnDeere.com

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

NEW HOLLAND

Contract Number: 4400011100

Awarded To: CNH AMERICA LLC GOVERNMENT & FLEET
 SALES
 500 DILLER AVE
 NEW HOLLAND PA 17557

Contact Person: Ryan J Anderson
Phone: (717) 355-1900
Phone: (717) 917-6309
Fax: (877) 764-1369
E-mail: ryan.anderson_2@newholland.com
State Vendor #: 7000106459
Taxpayer ID #: 76-0733811

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00003	Tractors 95.1-140 PTO HP Manufacturer: New Holland	28%	\$ 653,999.00

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments/Implements & Accessories	28 %
Dealer Installed Attachments/Implements & Accessories	25 %
Warning Light Installation	\$500
Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed)	\$250
DELIVERY (DAYS ARO):	180
Additional Discount for orders of three (3) or more units:	2 %

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
Email: mspeakmon@mmo.sc.gov
Telephone: 803-737-9816

Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

09/10/2019

TRACTORS, WHEEL TYPE, INDUSTRIAL, 140.1 – 225 PTO HP

CASE IH

CHALLENGER

JOHN DEERE

NEW HOLLAND

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

CASE IH

Contract Number: 4400011102

Awarded To: CAROLINA AGRI-POWER LLC
 2900 FIVE CHOP RD
 ORANGEBURG SC 29115

Contact Person: James Gleason

Phone: (803) 534-4031

Fax: (803) 534-7098

E-mail: jgleason@carolinaap.com

State Vendor #: 7000186749

Taxpayer ID #: 45-4356092

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00001	Tractors 140.1-225 PTO HP Manufacturer: Case IH	30%	\$663,833.00

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments & Accessories	<u>28</u> %
Dealer Installed Attachments & Accessories	<u>28</u> %
Warning Light Installation	<u>\$0</u>
Equipment Tiedowns Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed)	<u>\$0</u>
Additional Discount for orders of three (3) or more units:	<u>3</u> %
DELIVERY (DAYS ARO):	<u>180</u>

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

CHALLENGER

Contract Number: 4400011018

Awarded To: BLANCHARD MACHINERY COMPANY
 PO Box 7517
 WEST COLUMBIA SC 29202

Contact Person: Don Wise

Phone: (803) 791-7100

Fax: (803) 791-9874

E-mail: dwise@blanchardmachinery.com

State Vendor #: 7000052564

Taxpayer ID #: 59-0681683

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00004	Tractors 140.1-225 PTO HP Manufacturer: Challenger	27%	\$ 663,083.09

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments/Implements & Accessories	_____ 27 _____ %
Dealer Installed Attachments/Implements & Accessories	_____ 27 _____ %
Warning Light Installation	_____ \$300 _____
Additional Discount for orders of three (3) or more units:	_____ 1 _____ %
Equipment Tiedown Installation, Stenciling & Centerline Markings \$ (For tractors bought without mowers installed)	_____ 300.00 _____
DELIVERY (DAYS ARO): Email: swillis@mmo.sc.gov	_____ 180 _____

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019
 Date: 1/26/2015

JOHN DEERE

Contract Number: 4400011017

Awarded To: DEERE & COMPANY
 2000 JOHN DEERE RUN
 CARY NC 27513

Contact Person: Andrew Roman

Phone: (919) 804-2831

Fax: (309) 749-2313

E-mail: GovContractSupport@johndeere.com

State Vendor #: 7000024002

Taxpayer ID #: 36-2382580

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00004	Tractors 140.1-225 PTO HP Manufacturer: John Deere	25%	\$ 681,250.00

Description

Percentage Discount Off Price List

Factory Installed Attachments/Implements & Accessories 25 %

Dealer Installed Attachments/Implements & Accessories 25 %

Warning Light Installation \$385

Equipment Tiedown
 Installation, Stenciling, &
 Centerline Markings
 (For tractors bought without
 mowers installed) \$350

DELIVERY (DAYS ARO): 180

Additional Discount for
 orders of three (3) or more
 units: 1%

*****Alternate Contact Person:** Jack Switzer
Phone: (919) 302-5104
Email: SwitzerJrJackE@JohnDeere.com

Attachment: State Contract #440001100 (6018 : New Holland Cab Tractor w/HVAC)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.sc.gov
 Telephone: 803-737-9816

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

09/10/2019

NEW HOLLAND

Contract Number: 4400011100

Awarded To: CNH AMERICA LLC GOVERNMENT & FLEET
 SALES
 500 DILLER AVE
 NEW HOLLAND PA 17557

Contact Person: Ryan J Anderson
Phone: (717) 355-1900
Phone: (717) 917-6309
Fax: (877) 764-1369
E-mail: ryan.anderson_2@newholland.com
State Vendor #: 7000106459
Taxpayer ID #: 76-0733811

Maximum Contract Period: August 7, 2015 through August 6, 2020

Item	Description	Percent Discount	Evaluated Amt
00004	Tractors 140.1-225 PTO HP Manufacturer: New Holland	28%	\$ 653,999.00

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments/Implements & Accessories	_____ 28 _____ %
Dealer Installed Attachments/Implements & Accessories	_____ 25 _____ %
Warning Light Installation	_____ \$500 _____
Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed)	_____ \$250 _____
DELIVERY (DAYS ARO):	_____ 180 _____
Additional Discount for orders of three (3) or more units:	_____ 2% _____

Attachment: State Contract #4400011100 (6018 : New Holland Cab Tractor w/HVAC)

**Department of Utilities & Engineering
Wastewater Division (UEWW)**

Date: April 28, 2020

Priority: _____

Requestor: Jason Manchee

Requisition # _____

Approval: _____

P.O. # _____

Type of Request
click all that apply

Cost Account Number: 658300-MACHINERY & OTHER HEAVY EQUIPMENT (Capital)

Qty	Unit	Price	Totals	Complete Description
1	Each	\$ 76,940.00	\$ 76,940.00	New Holland TS6.110 4wd cab tractor w/hvac 4cyl diesel tier 4b 110 eng hp 90 PTO hp mount and install forestry protection to include belly pan, risers, front bumper, side, front, and rear protection

Vendor: Blanchard machineryContact: Don WisePhone: 803-309-7227

Fax: _____

End User: Wastewater Maintenance

Subtotal: \$76,940.00

Sales Tax: \$6,155.20

Shipping & Handling:

Total Cost: \$83,095.20**Justification:**

Unforeseen equipment failure, this is to replace VCN#14799 which has been surplus by Fleet. This equipment is used in Right of Way maintenance on sewer easements for access during routine and emergency repairs.

Attachment: R204838 Quote (6018 : New Holland Cab Tractor w/HVAC)



Blanchard Machinery Co.

04-27-2020

Columbia, S.C.

Quote for: City of Columbia

Wastewater

Attn; Jason Manchee

Columbia, S.C.

New Holland TS6.110 4wd cab tractor w/ HVAC

4 cyl diesel engine Tier 4B 110 eng HP 90 PTO HP

w/ 16F X 8R powershuttle transmission

w/ cat II 3 point hitch, flex link ends, telescopic stabilizers, 2 rear remote hydraulic valves

w/ external 3 piint control for MDC

w/ 18.4xR38 R1 rear tires and 14.9xR28 R1 front tires

S C State contract pricing \$ 66190.00

S C State Contract # 4400011100

To form, mount and install forestry protection package on tractor including belly pan, risers.

Front bumper, side, front and rear protection pricing \$ 10750.00

Total for tractor and forestry package \$ 76940.00

Plus any applicable S C Sales Tax

Thanks for the opportunity to quote this equipment for you.

Attachment: R204838 Quote (6018 : New Holland Cab Tractor w/HVAC)



Don Wise sales representative Blanchard Machinery Co. 803-309-7227

Attachment: R204838 Quote (6018 : New Holland Cab Tractor w/HVAC)



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7546; Mallard Pointe Force Main Replacement, as requested by Columbia Water. Award to Chao and Associates, Inc. in the amount of \$99,135.00. The firm is located in Columbia, SC.

REQUISITION NO.: R204764

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects Mallard Pointe Force Main Replacement (5529999-SS754601-658650). The original budget amount is \$99,135.00.

BUSINESS PROGRAM: Protege Only Project

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Protégé Only Project. Chao and Associates, a Minority Business Enterprise of Columbia, SC., is the Protégé and will provide technical consulting, engineering, design, permitting, and construction administration services at 100% (\$99,135.00) of the total contract.

There were (20) responses to solicitation RFQ011-16-17-NMJ Category III Protégé Only Wastewater Collection System Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 900 - Full Time Construction Inspection

Task 1000 - Project Closeout

Task 1100 - Additional Services

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- FinalAgreement.SS7546MallarPointeForceMainReplacement.ChaoandAssociates (PDF)
- Location Map.SS7546 Mallard Pointe FM Replacement (PDF)

Chao and Associates, Inc.
Mallard Point Force Main Replacement – SS7546



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ for Category III Protégé Only Wastewater Collection System Projects.

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 Chao and Associates, Inc., (hereinafter referred to as the "Consultant"), to provide technical consulting support for the replacement of approximately 2,100 linear feet of 4-inch PVC force main for the City of Columbia. The force main has been identified as requiring replacement from the Mallard Pointe Pump Station to the discharge of the force main at manhole on Nightingale Drive.

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

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

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

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4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier as provided herein, on November 30, 2021, or at such time the total compensation provided for herein is reached, whichever is earlier. 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* with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

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 Ninety-Nine Thousand, One Hundred Thirty-Five Dollars and No/100 (\$99,135.00).
- 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 E hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

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

C. Invoicing Procedure (See Exhibit F)

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

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

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

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canceled checks (if requested), and the 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

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endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. This is a Protégé Only project in which the Protégé will provide 100% of services.

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

8. **INDEMNIFICATION & INSURANCE**

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

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

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

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services,

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bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

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- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.
10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
11. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the 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 Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

City of Columbia

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

Chao and Associates, Inc.

Name: Gerald Lee, PE
 Title: Director of Civil Engineering
 Address: 7 Clusters Court,
 Columbia, SC, 29210
 Phone: (803) 772-8420
 Email: geraldI@chaoinc.com

16. **CONSENT DECREE – NON-APPLICABLE**

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

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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 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

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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 Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of 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.

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- 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.

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- 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 race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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- The Consultant shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall incorporate these non-discrimination requirements 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, Exhibit D- Prime Business Information Statement, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:
Witness	Teresa Wilson, City Manager	

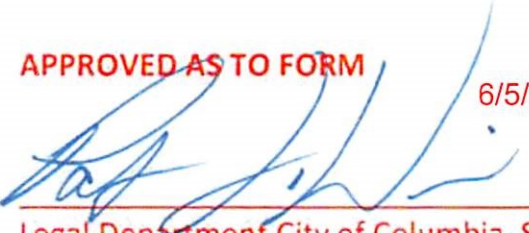
CHAO AND ASSOCIATES, INC.

		Date:
Print: Name/Title	Signature	

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APPROVED AS TO FORM

6/5/2020


 Legal Department City of Columbia, SC

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List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Prime Business Information Statement

Exhibit E – Business Information Record for Subconsultants/Subcontractors

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

Exhibit H - MPP Implementation Plan

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7546 Mallard Pointe Force Main Replacement

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the replacement of approximately 2,100 linear feet of 4-inch PVC force main. The force main has been identified as requiring replacement from the Mallard Pointe Pump Station to the discharge of the force main at manhole on Nightingale Drive. See attached Figure 1 for additional information. The existing location of the force main shown is based on available record drawings that have been integrated into the existing GIS.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate alternative routes for the upsized line, confirm capacity needs and issues, and perform engineering and design services for permitting, bidding, and construction.

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

- Public Relations
- Evaluation of Replacement Alternatives
- Engineering Services During Design and Permitting
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Protégé Program as this is a Protégé-Only project.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Maintain regular contact through the CITY's staff throughout the project.
- For Tasks 100 through Tasks 1000, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and

updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.

- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- .
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 1000

120 Coordination Meetings

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

- A kickoff meeting at the beginning of the project and monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 1000 and will include a 30-Percent Design Review Meeting. The Consultant will issue meeting minutes for each meeting. During Task 500, the Consultant will hold a progress meeting at the 60-percent and 90-percent design completion milestone. At the project milestones (30-, 60-, and 90-percent), the Consultant will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30-, 60-, and 90-percent, draft, final, and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be used by the CITY's review team during the design review meetings. A copy of these checklists will be provided by the CITY.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.

- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. Consultant shall attend, at a minimum, one public meeting (Columbia Water Quarterly Drop-In) that will occur at approximately the 90 percent design milestone. Consultant shall prepare design technical documents and materials for the meeting, including draft design plans. Consultant shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
 - Attend one (1) public meeting prior to completing route selection (topics included are overview of project description and its purpose, schedule, properties effected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.)
- Consultant will prepare all displays and handouts needed for the meeting(s).

150 Mentor Protégé Program

Consultant will provide the following in compliance with the City of Columbia's Mentor-Protégé Program for a Protégé Project:

- Consultant will complete the City's Mentor Protégé Program Implementation Plan for a Protégé Only project (Form 709po/pl).

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area and any applicable record drawings
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and Richland County maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed force main.
- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible force main routing alternatives in a tabletop type route analysis.
- Field Reconnaissance:
 - Based upon the tabletop analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative analysis including the following alternatives:
 - Removal and replacement of the force main in the existing alignment.
 - Relocating the new force main within existing force main easement parallel to the existing alignment.
 - Relocating the new force main line within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the new four-inch force main line in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

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

270 Preliminary Alternative Analysis and Engineering Report

- Consultant will provide a preliminary engineering report (PER) summarizing the evaluation of each alternative, complete with routing maps, preliminary cost estimates, and a final recommendation for the City's consideration. This submittal will be considered the 30-percent overall project completion review.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.

- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 50-foot wide corridor of the proposed force main alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the force main alignments. Consultant's surveyor shall traverse along the proposed force main route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.
- Locate both horizontally and vertically (where appropriate) along the routes of each of the proposed force main line, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.

- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum, topographic survey and cross sections will include up to a 50- foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the force main sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the force main sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare all easement descriptions for all required permanent easements that will be required to construct the proposed force main. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing 17 easement exhibits. An amendment will be issued if additional easement exhibits are required.

330 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of 811. No Sub Surface Utility Engineering (SUE) is proposed for this project; however, a minimum of five (5) Test Holes shall be included in the cost of the project to determine utility depths.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- This service is not provided under this agreement as it is assumed to not be necessary for this project, as rock is not expected to be encountered at the

maximum anticipated excavation depth (approximately 4 feet below existing surface elevation.)

TASK 500 – Final Design

Upon approval of the PER, the Consultant will proceed with preparing the Contract Documents (design drawings and technical specifications) for the construction of the recommended force main alignment and material.

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new force main within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new force main line adjacent to or cross existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - o Detailed plan and profile drawings on 24" x 36" plan sheets, 20 scale
 - o Relevant features impacting construction as located by the survey.
 - o Design and construction details.
 - o Sediment and erosion control details.
 - o Relevant environmental features.
 - o Traffic control plans.
 - o Existing pipe demolition/abandonment as needed
 - o By-pass pumping plan as needed
 - o Specifications using the CITY' Standard specification templates.

- o Special conditions related to permit requirements and easement requirements.
 - o Material specifications including minimum installation requirements.
 - o CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - o South Carolina Department of Health and Environmental Control
 - o South Carolina Department of Transportation
 - o Richland County

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable construction cost (OPCC) for the Project including construction costs, contingencies and other related items at the 60-and, 90-percent plan reviews. A final OPCC will also be submitted with the 100% contract documents. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 320 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin at the 30-percent phase and shall be submitted to the City at the 60-percent phase. Any rework of easement plats between the 30- and 60-percent phase will be at no cost to the City.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant's will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by Richland County. Consultant will provide all required submittal copies and respond to all inquiries by the county.
- Roadway Encroachment Permits: This scope assumes a Richland County and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by Richland County and/or the SCDOT; work with the County and/or SCDOT and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish

the county and/or SCDOT with the required number of copies of plans and specifications needed for review and final approval.

650 Permit Application Fees:

The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$x,xxx of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Wastewater Construction Permit Application Fee - \$200
- Richland County General Land Disturbance Permit Application Fee - \$600
- SCDHEC NPDES Construction General Permit Coverage Fee - \$125

The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- Conformed documents incorporating all addenda and items issued are also the responsibility of the Consultant.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and publish a recommendation to award letter of the contract to the City.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes 2,100 linear feet of four-inch force main will be constructed, and the existing four-inch force main will be removed or abandoned. After award of the construction contract, Consultant will assist the

CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the force main replacement project will be two (4) months (120 days) for substantial completion and thirty (30) days for final completion with construction duration of 150 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
 - c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.
 - d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.

- e) One (1) pre-construction meeting and two (2) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order,

Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - This scope includes site visits for two (2) months (9-weeks) by the Project Engineer or a field representative (minimum 3 hours per week). A written field report shall be published for each site visit within 3 days of the site visit. If additional site visits are required, this contract will be amended to provide such additional services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system. The record drawings will be based on survey information provided by the contractor.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O&M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

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

- Additional force main replacement above the 2,100 linear feet identified in the project description.
- Geotechnical Investigation
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

[illegible]

Project: Revised Mallard Point S Date: Mon 4/13/20									
Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Attachment: Final Agreement.SS7546MallarPointeForceMainReplacement.ChaoandAssociates (6014 : SS7546 Mallard Pointe Force Main

EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7546
Mallard Pointe Force Main Replacement

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$99,135. This includes \$87,635 of lump sum tasks, as well as \$10,000 allowance for additional services (if needed) and \$1,500 of reimbursable expenses. Lump Sum and Hourly tasks are clearly labeled in the chart below.

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

Task	Description	Hours	Subconsultants	Total
100	Evaluation and Design Phase Administration	118	\$	\$18,380
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	85	\$	\$12,570
300	Survey and Utility Mapping	154	\$	\$16,915
400	Geotechnical	Excluded from scope		
500	Final Design	116	\$	\$15,600
600	Permits and Property	22		\$2,840
700	Bidding and Award	10	\$	\$1,700
800	Engineering Services During Construction	93		\$15,810
900	Full Time Construction Inspection	Excluded from scope		
1000	Project Closeout	30	\$	\$3,820
1100	Additional Services	Allowance (NTE)		\$10,000
	Reimbursable Expenses			\$1,500
	Total of Contract		\$	\$ 99,135
	% of Contract to Subconsultants			0%
	% of Contract to Protégé			N/A

EXHIBIT D - PRIME 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: Chao and Associates, Inc.

Headquarters Address: 7 Clusters Court
Columbia, SC 29210

Local Office Address,
if applicable:

Phone No.: (803) 772-8420

Fax No.: (803) 772-9120

Email address: geraldl@chaoinc.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 57-0848493

DUNS Number: 189168735

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 X

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes___ or No X

(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-responsive.**

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

Name/Title: Gerald A. Lee, PE; Director of Civil Engineering

Phone Number: (803) 772-8420

Form Completed by:

Authorized Signature

April 10, 2020
Date

EXHIBIT E - 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 Cod - 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 \$** 0.00**TOTAL CONTRACT AMOUNT: \$** \$99,135

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

Business Name: Chao and Associates, Inc.Representative Name/Title: Gerald A. Lee, PE Director of Civil EngineeringDate: 03/25/2020**Business Information for Subconsultants/Subcontractors- Continued**

Attachment: Final Agreement.SS7546MallardPointeForceMainReplacement.ChaoandAssociates (6014 : SS7546 Mallard Pointe Force Main

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 F - 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 the 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 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 purchase is required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's 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



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 - Protégé Project

Project Type: Protégé Only or Protégé Led (Circle One)

Date March 25, 2020

Protégé Amount: \$99,135

Project Name: Mallard Pointe FM

Protégé % of Total Contract: 100%

Project #: SS7546

Mentor Amount (If Applicable): N/A

Protégé (Prime): Chao Engineering, Inc

Mentor % of Total Contract (If Applicable): N/A

Mentor: _____

Duration of the Project: 16 Months

Total Project Contract Amount: \$99,135

Statement of Commitment: For Protégé-Led Projects, the Mentor-Protégé Team will work together with the Protégé receiving a minimum of 51% of the contract. The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

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. What skills has the Protégé learned from their Mentor that will be utilized on this project?

From past projects Chao has developed project planning and management skills and has been exposed to alternative construction methodology for this type of project.

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

Our overall goal is to be considered an equal with other consulting firms when it comes to being able to address any design problems the City may need help on. This is an opportunity to exhibit our abilities on a complete project.

3. Please include any subcontractors that will be utilized.

N/A



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

4. What is the anticipated duration (in months) of each major phase of the project?

Conceptual Design and Alternative Analysis	3 months
Survey and Construction Drawings	6 months
Permitting and Bidding	2 months
Construction	4 months
This schedule includes periodic review periods	

5. What service will the Mentor be providing on this project? (if applicable)

N/A

6. List bonding capacity and insurance coverage, etc. (if applicable)

Professional Liability Coverage
Per claim: \$1,000,000
Aggregate: \$2,000,000

7. Do you currently have your WL or WP License (if applicable)?

N/A

8. Other Comments.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

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 Chao Engineering, Inc. (Protégé Firm) this 25 day of March 2020.
Corporate SEAL

By: [Signature]
Title: Director of Civil Engineering
Firm Name: Chao Engineering, Inc.

ATTEST: [Signature]
By: [Signature]
Title: Director of Structural Engineering

If Applicable:

EXECUTED by _____ (Mentor Firm) this _____ day of _____ 20____.
Corporate SEAL

By: _____
Title: _____
Firm Name: _____

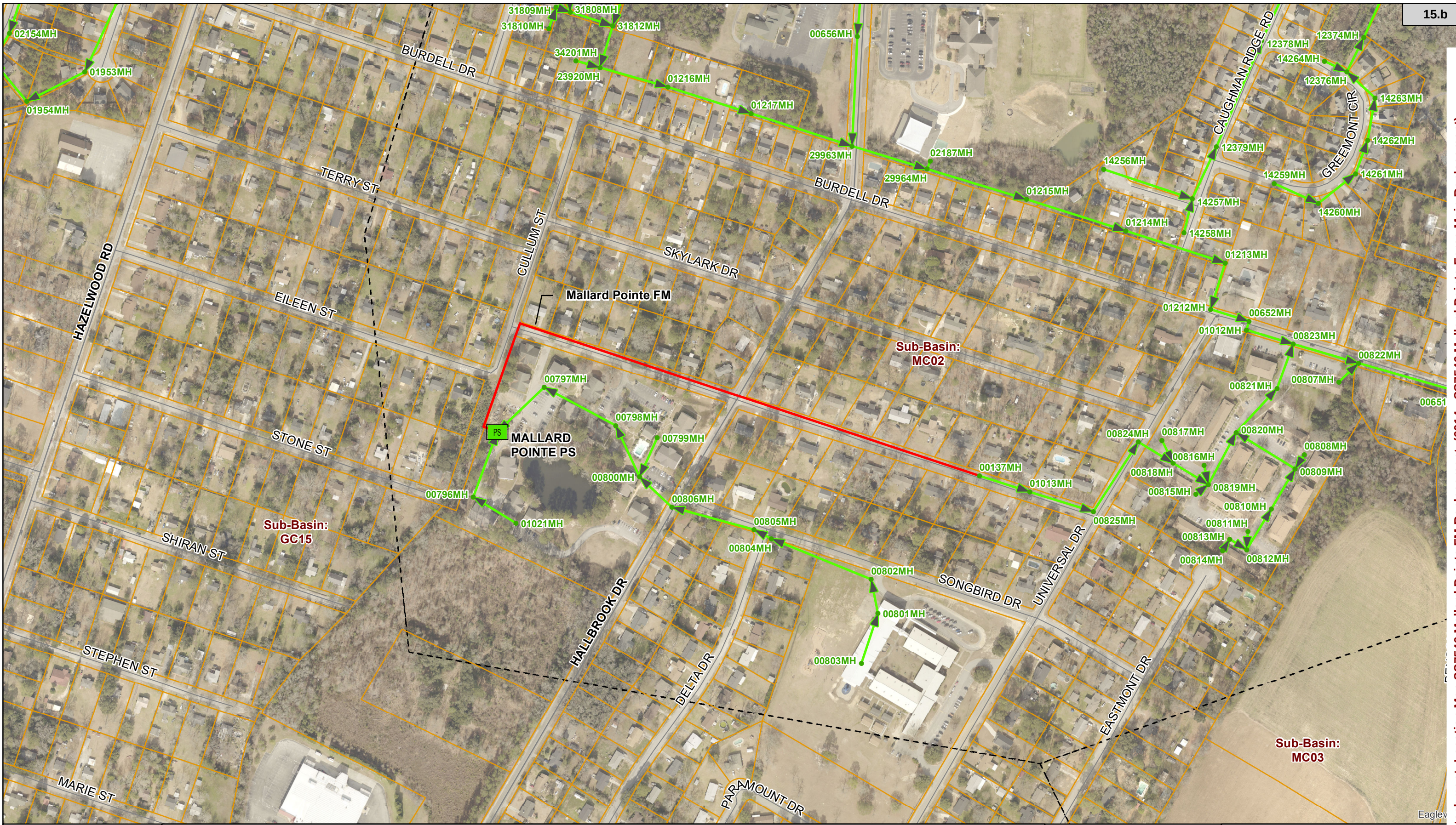
ATTEST: _____
By: _____
Title: _____

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 30 day of
March 2020.

By: Juliet M. Nelly

Title: Program Compliance Administrator



Attachment: Location Map.SS7546 Mallard Pointe FM Replacement (6014 : SS7546 Mallard Pointe Force Main Replacement)



MML: 12/6/2019
CW2020_Master\Production_Maps\Project\Location_Maps\GP

-  Sewer Manhole
-  Sewer Pump Station (Active, City)
-  Sewer Pressurized Mains (Active, City)
-  Sewer Gravity Mains (Active, City)

-  Basin Boundary
-  Tax Parcel


1 inch = 300 feet

0 175 350 Feet

CIP7546 Mallard Point Force Main Replacement Project

Prepared For: **Packet Pg. 397**



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Agreement for Project SS7547; Yacht Cove Force Main Replacement Project, as requested by Columbia Water. Award to DESA, Inc. in the amount of \$104,200.00. The firm is located in Columbia, SC.

REQUISITION NO.: R204765

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects Yacht Cove Force Main Replacement (5529999-SS754701-658650). The original budget amount is \$104,200.00.

BUSINESS PROGRAM: Protege Only Project

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Protégé Only Project. DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the Protégé and will provide design, permitting, and construction administration services at 90.4% (\$94,210.00) of the contract value.

The following subconsultant will provide additional services:

Chao Engineering, Inc., a Minority Business Enterprise of Columbia, SC, will provide surveying services at 9.6% (\$9,990.00) of the contract value.

There were (20) responses to solicitation RFQ011-16-17-NMJ Category III Protégé Only Wastewater Collection System Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 900 - Full Time Construction Inspection

Task 1000 - Project Closeout

Task 1100 - Additional Services

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- FinalAgreement.SS7547YachtCoveForceMainReplacement.DESAInc (PDF)
- Exhibit I - Location Map.SS7547YachtCove (PDF)

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ for Category III Protégé Only Wastewater Collection System Projects.

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 DESA, Inc., (hereinafter referred to as the "Consultant"), to evaluate improvements, provide engineering services during design, as well as construction 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

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

term of two (2) and a half 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 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 i.e. One Hundred Four Thousand, Two Hundred Dollars and No/100 (\$104,200.00).
 - 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 G hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
 - C. Invoicing Procedure (See Exhibit E)

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

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

delay of payment of the invoice.

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

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

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

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

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>9.6</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. There is a Protégé Lead project in which there is a minimum of 51% contract value to the Protégé.

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

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit H.

8. INDEMNIFICATION & INSURANCE

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

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

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

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

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,

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

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

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

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

The Consultant is expected to make Consultants services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all 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;

DESA, Inc.
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- 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 merit 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.

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

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

DESA, Inc.

Name: Alex McCune
 Title: Project Manager
 Address: 400 Percival Road
 Columbia, SC 29206
 Phone: (803) 743-1140
 Fax: (803) 743-1168
 Email: amccune@desainc.com

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

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

DESA, Inc.
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- services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, they 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 Consultant 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.

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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.

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- 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:

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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.

- 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.

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- 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, Prime Business Information Record, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

DESA INCORPORATION

Print: Name/Title

Signature

Date: _____

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APPROVED AS TO FORM

Legal Department City of Columbia, SC

6/30/20

DESA, Inc.
SS7547 Yacht Cove Force Main Replacement

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Prime Business Information Statement

Exhibit E - Invoicing Procedures

Exhibit F – Prompt Payment Affidavit

Exhibit G – Subconsultant/Subcontractor Business Information Record

Exhibit H – Mentor Protégé Plan (MPP) Implementation

Exhibit I – Location Map

EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7547 Yacht Cove Force Main Replacement

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the replacement of approximately 1,500 linear feet of 6-inch cast iron force main. The force main has been identified as requiring replacement from the Yacht Cove Pump Station to the discharge of the force main at manhole (00486MH) in the boatyard off Seafarer Lane.

The general location of the project is shown on Figure 1 attached. The existing location of the force main shown is based on available record drawings that have been integrated into the existing GIS. The purpose of this project is to evaluate alternative routes for the force main, and perform engineering and design services for permitting, bidding, and construction.

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

- Public Relations
- Evaluation of Replacement Alternatives
- Engineering Services During Design and Permitting
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Protégé Program as this is a Protégé-Only project.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Maintain regular contact through the CITY's staff throughout the project.
- For Tasks 100 through Tasks 1000, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and

updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.

- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 1000

120 Coordination Meetings

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

- A kickoff meeting at the beginning of the project and monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 1000 and will include a 30-Percent Design Review Meeting. The Consultant will issue meeting minutes for each meeting. During Task 500, the Consultant will hold a progress meeting at the 60-percent and 90-percent design completion milestone. At the project milestones (30-, 60-, and 90-percent), the Consultant will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30-, 60-, and 90-percent, draft, final, and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be used by the CITY's review team during the design review meetings. A copy of these checklists will be provided by the CITY.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.

- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. Consultant shall attend, at a minimum, one public meeting (Columbia Water Quarterly Drop-In) that will occur at approximately the 90 percent design milestone. Consultant shall prepare design technical documents and materials for the meeting, including draft design plans. Consultant shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
 - Conduct one (1) public meeting prior to completing route selection (topics included are overview of project description and its purpose, schedule, properties effected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.)
- Consultant will use the CITY customer database to notify customers in the area by mailers to inform them of the type of work being conducted and who to contact with questions or concerns.
- Consultant will prepare all displays and handouts needed for the meeting(s).

150 Mentor-Protégé Program

Consultant will provide the following in compliance with the City of Columbia's Mentor-Protégé Program for a Protégé Project:

- Consultant will complete the City's Mentor Protégé Program Implementation Plan for Protégé Only project (Form 709po/pl).

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area and any applicable record drawings.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain Lexington County and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed force main.
- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible force main routing alternatives in a tabletop type route analysis.
- Field Reconnaissance:
 - Based upon the tabletop analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative analysis including the following alternatives:
 - Removal and replacement of the force main in the existing alignment.
 - Relocating the new force main within existing force main easement parallel to the existing alignment.
 - Relocating the new force main line within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the new six-inch force main line in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

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

270 Preliminary Alternative Analysis and Engineering Report

- Consultant will provide a preliminary engineering report (PER) summarizing the evaluation of each alternative, complete with routing maps, preliminary cost estimates, and a final recommendation for the City's consideration. This submittal will be considered the 30-percent overall project completion review.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 50-foot wide corridor of the proposed force main alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the force main alignment. Consultant's surveyor shall traverse along the proposed force main route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.
- Locate both horizontally and vertically (where appropriate) along the routes of each of the proposed force main line, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Lexington County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited

to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.

- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum, topographic survey and cross sections will include up to a 50- foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the force main sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the force main sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare all easement descriptions for all required permanent easements that will be required to construct the proposed force main. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing up to two (2) easement exhibits. An amendment will be issued if additional easement exhibits are required.

330 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of 811 No Sub Surface Utility Engineering (SUE) is proposed for this project.

TASK 400 – Geotechnical Investigation

This service is not provided under this agreement as it is assumed to not be necessary for this project, as rock is not expected to be encountered at the maximum anticipated excavation depth (approximately 4 feet below existing surface elevation).

TASK 500 – Final Design

Upon approval of the PER, the Consultant will proceed with preparing the Contract Documents (design drawings and technical specifications) for the construction of the recommended force main alignment and material.

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new force main within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the force main adjacent to or crossing existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets.
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed

- Specifications using the CITY'S standard specifications templates.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - Lexington County Department of Public Works
 - Lexington County Community Development Department

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable construction cost (OPCC) for the Project including construction costs, contingencies and other related items at the 60- and 90-percent plan reviews. A final OPCC will also be submitted with the 100% contract document. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the

Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 320 above.
- The Consultant will rely on Lexington County Tax Map information in identifying property owners and will research Lexington County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin at the 30-percent phase and shall be submitted to the City at the 60-percent phase. Any rework of easement plats between the 30- and 60-percent phase will be at no cost to the City.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Lexington County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant's will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the Lexington County. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.
- Roadway Encroachment Permits: This scope assumes a Lexington County Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by Lexington County; work with Lexington County and assist the CITY in efforts to obtain the necessary permits

and /or approvals; and furnish the Lexington County with the required number of copies of plans and specifications needed for review and final approval.

650 Permit Application Fees:

The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$1,000 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Wastewater Construction Permit Application Fee - \$200
- Lexington County General Land Disturbance Permit Application Fee - \$344
- SCDHEC NPDES Construction General Permit Coverage Fee - \$125
- SCDHEC Utility General Permit Annual Operating Fee - \$100
- Lexington County Encroachment Permit Application Fee - \$0
- Other - \$231

The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), and attending the bid opening.
- Conformed documents incorporating all addenda items issued are also the responsibility of the Consultant.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and publish a recommendation to award letter of the contract to the City.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes 1,500 linear feet of six-inch force main will be constructed, and the existing six-inch force main will be removed or abandoned. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the force main replacement project will be three (3) months (90 days) for substantial completion and thirty (30) days for final completion with construction duration of 120 days. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
 - c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.

- d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
- e) One (1) pre-construction meeting and three (3) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY within seven days of the prescribed meetings.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- **Change Orders and Time Extensions:** Consultant will provide services in connection with change order proposal to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and revise Drawings and Specifications occasioned thereby. Upon acceptance of the proposed COP An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- **Quality Assurance Testing:** Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- **Final Inspections:** Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- **Construction Observation:** Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work

and its location, this scope includes the following time for observation of construction:

- This scope includes site visits for three (3) months (12-weeks) by the Project Engineer at 2 hours per week and three (3) months (12 weeks) by the field representative at 8 hours per week a written field report shall be published for each site visit within 3 days of the site visit. If additional site visits are required, this contract will be amended to provide such additional services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system. The record drawings will be based on survey information provided by the Contractor

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O&M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

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

- Additional force main replacement above the 1,500 linear feet identified in the project description.
- Geotechnical Investigation.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits, other than outlined herein.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional permitting (e.g. Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 620.
- Compensatory mitigation for wetlands impacts.
- Modifications to the design after 90% design review comments have been received.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

EXHIBIT C - SCHEDULE FOR COMPLETION OF SERVICES

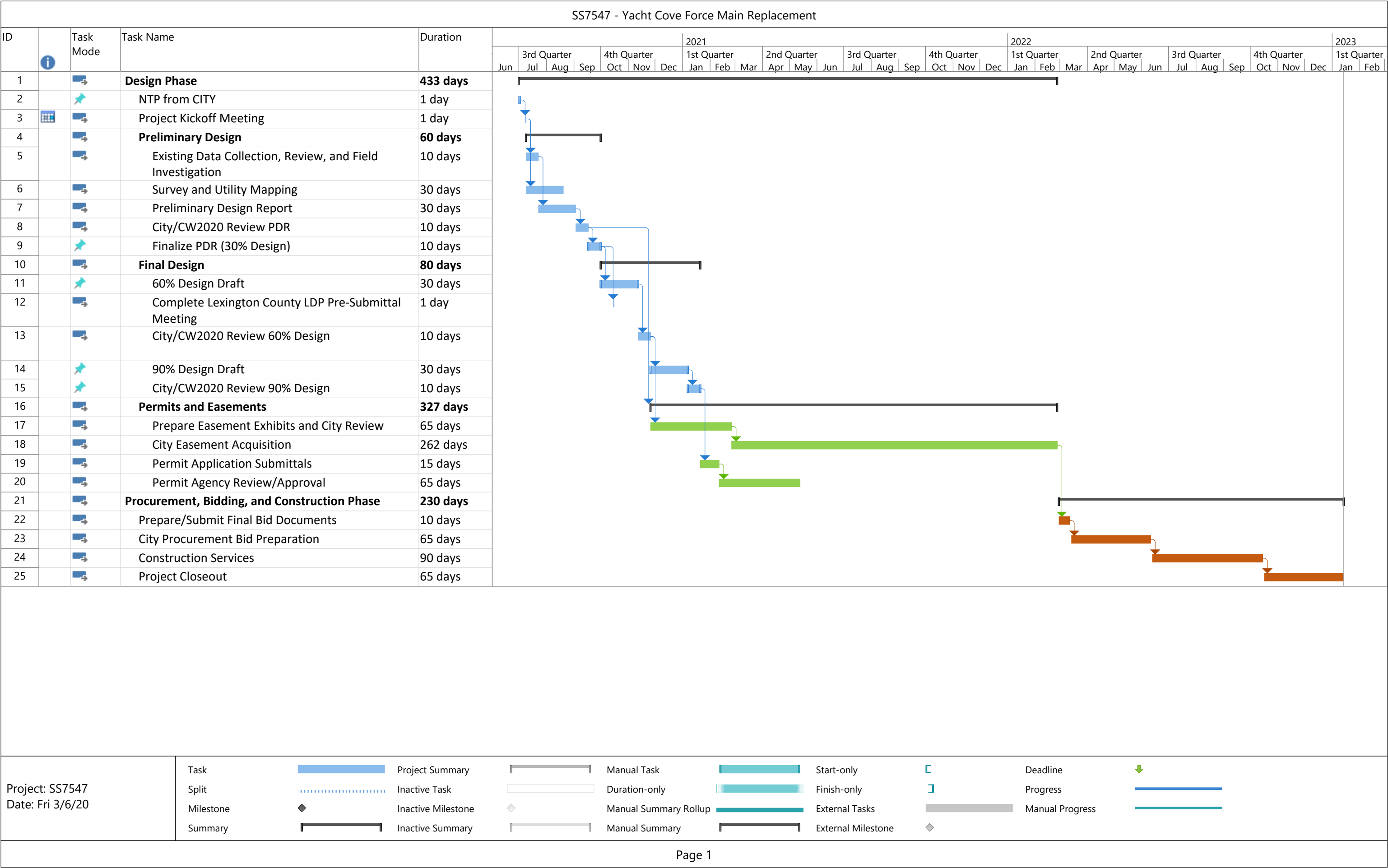


EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7547
Yacht Cove Force Main Replacement

Compensation for services provided under Tasks 100 through 1100, plus other direct costs (ODCs), as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$104,200. This includes \$83,570.00 of lump sum tasks, \$18,500.00 of hourly/not-to-exceed (NTE) tasks, and \$2,130.00 of ODCs (NTE). Lump Sum, Hourly, and NTE tasks are clearly labeled in the chart below. The hours listed below do not include subconsultants hours.

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

Task	Description	Type	Hours	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS	154	\$0	\$16,350.00
200	Preliminary Planning	LS	116	\$0	\$11,150.00
300	Survey and Utility Mapping	LS	16	\$8,605.00	\$10,100.00
320	Property Research and Easement Exhibits	LS	10	\$1,385.00	\$2,300.00
400	Geotechnical Investigation	N/A	N/A	\$0	\$0
500	Final Design	LS	250	\$0	\$23,650.00
600	Permits and Property	LS	52	\$0	\$4,920.00
700	Bidding and Award	LS	26	\$0	\$2,500.00
800	Engineering Services During Construction	H/NTE	218	\$0	\$18,500.00
900	Full Time Construction Inspection	N/A	N/A	\$0	\$0
1000	Project Closeout	LS	35	\$0	\$3,350.00
1100	Additional Services	NTE	98	\$0	\$9,250.00
	Other Direct Costs	NTE	N/A	\$0	\$2,130.00
	Total of Contract			\$ 9,990.00	\$ 104,200.00
	% of Contract to Subconsultants	9.6%			
	% of Contract to Protégé	90.4%			

Note: ODC's cover all mileage (\$0.58/mile) and full-size plan reproduction costs anticipated for this project.

EXHIBIT D - PRIME 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: DESA, Inc.

Headquarters Address: 400 Percival Road
Columbia, SC 29206

Local Office Address, if applicable: 400 Percival Road
Columbia, SC 29206

Phone No.: 803-743-1140 Fax No.: 803-743-1165

Email address: amccune@desainc.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 57-0816144

DUNS Number: 17-525-0588

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 you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? 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-responsive.**

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

Name/Title: Diane E. Sumpter/President & CEO

Phone Number: 803-730-6466

Form Completed by: Diane E. Sumpter
 Authorized Signature

4/13/2020

Date

Attachment: FinalAgreement.SS7547YachtCoveForceMainReplacement.DESAINC (6037 : SS7547 Yacht Cove Force Main Replacement)

Exhibit E - Invoicing Procedures

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. 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.
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 F - 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 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 Cod - See Key Below)
Chao Engineering, Inc. DUNS # 189168735 CAGE # 3HMY5	V001545	Surveying	\$9,990.00	9.6 %	MBE, LBE	AM
				%		
				%		
				%		
				%		
				%		

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 \$ 9,990.00

TOTAL CONTRACT AMOUNT: \$ 104,200.00

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

Business Name: - DESA, Inc.

Representative Name/Title: Alex McCune / Project Manager

Date: 3/6/2020

Business Information for Subconsultants/Subcontractors- Continued

Attachment: FinalAgreement.SS7547YachtCoveForceMainReplacement.DESAInc (6037 : SS7547 Yacht Cove Force Main Replacement)

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)**

Chao Engineering, Inc.
Company Name

7 Clusters Ct. Columbia, SC 29210
Physical Address

7 Clusters Ct.
Mailing Address

Columbia, SC 29210
City/State Zip Code + 4

(803) 772-8420
Phone number

(803) 772-9120
Fax number

Jimmy Chao, PE
Primary Contact Name

Gerald A. Lee, PE
Secondary Contact Name

jimmy@chaoinc.com
Primary Contact Email Address

geraldl@chaoinc.com
Secondary Contact Email Address

57-0848493
Federal ID #

V001545
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 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- Protégé Project

Project Type: Protégé Only or Protégé Lead (Circle One)

Date: March 24, 2020

Project Number: SS7547

Protégé: DESA, Inc.

Project Name: Yacht Cove FM Replacement

Mentor: Hydrostructures, PA

Duration of the Project: 30 months

Project Contract Amount: \$104,200.00

Protégé Amount: \$104,200.00

*If Protégé Lead project, a minimum 51% of contract to Protege.

Statement of Commitment: The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

1. What skills has the Protégé learned from their Mentor that will be utilized on this project?

1. Project management on City wastewater design and construction projects.
2. Design principles on wastewater collection and water distribution projects.
3. Scheduling practices on wastewater design and construction projects, with respect to design, permitting, procurement, easement acquisition, and construction timeframes for City projects.
4. The process of preparing pay applications as a consultant for the City, as well as reviewing payment applications from contractors during construction on City projects.

2. What specific goals and milestones do you have for this project?

1. Successfully complete the design, permitting, and construction of the project with no negative impact to the community.
2. Complete major project milestones (i.e., preliminary design, 90% design, permitting, procurement, construction, etc.) in advance of scheduled completion to shorten the overall project timeframe.
3. Successful completion leads to further opportunities on City projects at a larger scale.

3. List proposed manpower and resources required for the project. List primary point of contact.

Diane Sumpter (Principle) - Project Oversight
Alex McCune, PE (PM/Project Engineer) - **Primary Point of Contact**
Antonio Shuler (Designer) - Plan/Permit Preparation; Teowonna Clifton (Public Relations) - Public Meeting Organizer;
Kevin Goodwin (Construction Observation) - Construction Field Representative

Project Software - Microsoft Project (scheduling); AutoCAD Civil 3D (Plan Preparation)



CITY OF COLUMBIA

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4. What is the anticipated duration (in months) of each major phase of the project?

Total Duration - 30 Months

Project Management - 30 Months

Design - 6 Months

Permitting/Easement Acquisitions - 14 Months

Procurement - 6 Months

Construction - 4 Months

5. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE	Percentage of Contact
Chao Engineering	803-772-8420	7 Clusters Ct.	DESA	\$9,990.00	MBE SBE	9.6%

6. What capacity will the Mentor be used on this project?

Our mentor is available for consultation, if needed.

7. List bonding capacity and insurance coverage, etc. (if applicable)

We have professional liability and all other required insurance.



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Phone: 803-545-3049 Fax: 803-545-4130

8. Do you currently have your WL or WP License (if applicable)?

N/A

9. Other Comments.

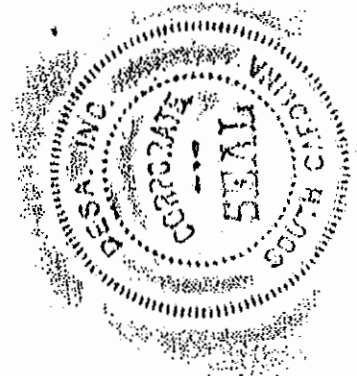
We appreciate the opportunity to perform a protege-only project, and look forward to the opportunity to perform a project of a larger scale in the future.

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 DESA, Inc. (Protege Firm) this 24 day of March '2020.
Corporate SEAL

By: Deane L. Supter
Title: President and CEO

ATTEST:
By: Alex McCune
Title: PROJECT MANAGER

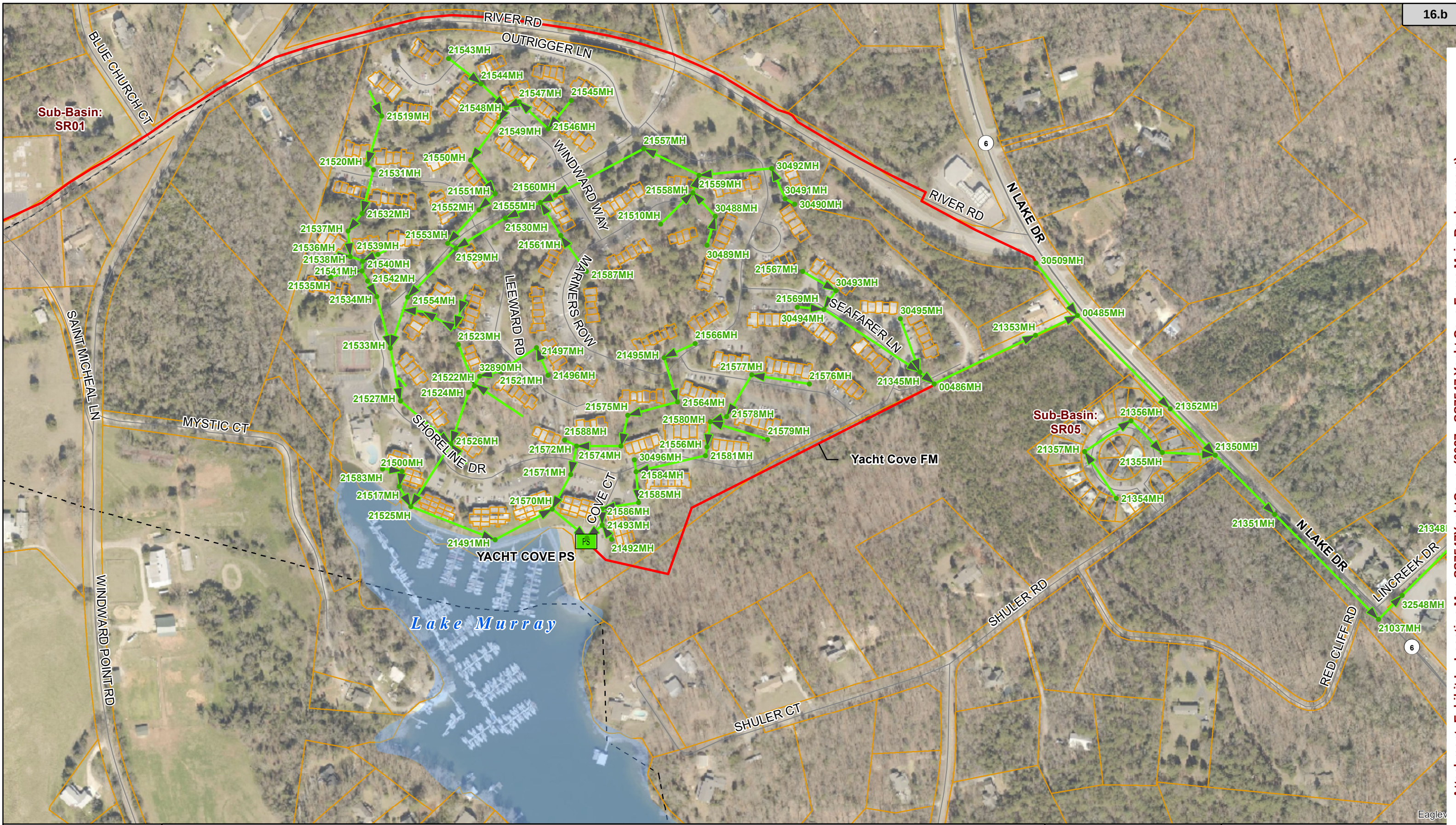


RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 24 day of March, 2020.

By: Juliet M. Nelly
Title: Program Compliance Administrator





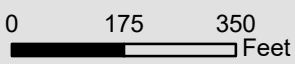
Attachment: Exhibit I - Location Map SS7547YachtCove (6037 : SS7547 Yacht Cove Force Main Replacement)



MML: 12/6/2019
CW2020_Master\Production_Maps\ProjectLocation_Maps\GP

-  Sewer Manhole
-  Sewer Pump Station (Active, City)
-  Sewer Pressurized Mains (Active, City)
-  Sewer Gravity Mains (Active, City)

-  Basin Boundary
-  Tax Parcel


1 inch = 300 feet

0 175 350 Feet

CIP7547 Yacht Cove Force Main Replacement Project

Prepared For: **Packet Pg. 448**

Eagle



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Construction Change Order# 12 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to M.B. Kahn Construction Co. Inc., a Local Business Enterprise, in the amount of \$102,519.71. This firm is located in Columbia, SC.

REQUISITION NO.: R166301

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects; Digester 1-5 Improvements at MWWTP (5529999-SS725302-658650). The original budget amount for this change order is \$102,519.71. The total revised contract amount is \$22,441,666.29.

BUSINESS PROGRAM: Subcontracting Outreach Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Subcontractor Outreach Program project. The contract has subcontractor services provided at 26.1% (\$5,860,677.00) of the total revised contract value.

Additional funding is respectfully requested in the amount of \$102,519.71 to fulfill the balance of the subject construction change order.

The contract price including Construction Change Orders 1 through 11 is \$22,339,146.58. With approval of this Construction Change Order increase for \$102,519.71, the revised awarded contract amount will be \$22,441,666.29.

Proposed Change and Basis for Payment:

Original Contract Price:	\$21,922,400.00
Previous Change Orders:	\$416,746.58

This Change (Increase):	\$102,519.71
Revised Contract Price:	\$22,441,666.29

ATTACHMENTS:

- SS7253 MWWTP Anaerobic Digester Improvements CO#12 (PDF)
- SS7253CO12.3 Backup
- SS7253 Map (PDF)



CIP #SS7253
Metro WWTP Improvements
Anaerobic Digester Rehabilitation
Change Order # 12
PO# P154423
February 28, 2020

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and MB Hahn Construction Co., Inc. (Contractor) is requested due to (unforeseen) conditions requiring additional work to complete this Contract.

Description for Changes: This is an add and deduct change order to continue work for this Project as outlined below. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

ADDITIONS:

COP No. 69 - Digester Gas Compressor Control Modifications

Plant staff requested modifications to the digester gas controls based on preliminary operations by staff. The Contractor has requested a 7-day extension for the additional work. Reference Attachment No. 1 for a financial breakdown and supporting documentation.

COP No. 72 - Digester Gas Piping Modifications

During construction, the elevation of the gas piping required modifications to avoid existing utilities. Reference Attachment No. 2 for a financial breakdown and supporting documentation.

COP No. 73 - Pipe Insulation Modifications

Plant maintenance requested that the insulation around the hot water piping expansion couplings, and outer jackets be removed to approximately 3" before each flange to ease access for future maintenance and observation. Reference Attachment No. 3 for a financial breakdown and supporting documentation.

COP No. 74 - Digester Gas Line Ductwork Conflict

The Digester Gas line in Headhouse No.1 was re-located to avoid conflict with existing utilities. This required the existing ductwork to be removed and replaced. A plug valve also required relocation for better access by Plant Operations. The Contractor has requested a 7-day extension for the additional work. Reference Attachment No. 4 for a financial breakdown and supporting documentation.

COP No. 75 - HVAC Control Panel

The HVAC Control Panel and Digester PLC cabinet in Headhouse No.1 were mounted in a location that differed from the drawings for better access. The new locations incurred some additional work. Reference Attachment No. 5 for a financial breakdown and supporting documentation.

COP No. 77 - Isolation Valves for Inline Grinders

The owner requested the addition of isolation valves for the inline grinders in Headhouse No.1. The Contractor has requested a 14-day extension for the additional work. Reference Attachment No. 6 for a financial breakdown and supporting documentation.

CIP #SS7253
Change Order #12
Page 2

COP No. 78 - Additional Concrete Paving

The owner requested the removal and replacement of worn concrete pavement behind the maintenance building. The Contractor has requested a 15-day extension for the additional work. Reference Attachment No. 7 for a financial breakdown and supporting documentation.

COP No. 79 - Removal and Replacement of RCP

The owner requested the demolition and replacement of broken storm drain piping and associated sink hole behind the Dewatering Building. The Contractor has requested a 10-day extension for the additional work. Reference Attachment No. 8 for a financial breakdown and supporting documentation.

COP No. 80 - Adverse Weather Days (Nov '19 through Feb '20)

The number of adverse weather days allowed (per spec SP-22, Part 53) was exceeded for November 2019 through February 2020. The Contractor has requested a 15-day extension. Reference Attachment No. 9 for a financial breakdown and supporting documentation.

COP No. 81 - Concrete Curb Removal and Replacement

The owner requested the demolition and replacement of broken curbing and storm drain covers behind Headhouse No.1. The damage predated the beginning of construction. The Contractor has requested a 15-day extension for the additional work. Reference Attachment No. 10 for a financial breakdown and supporting documentation.

COP No. 82 - Control Wiring for Boiler Building MAU

The addition of control wiring between the MAU control panel and the Boiler Building PLC was required to allow for the MAU alarms to be displayed on SCADA. Reference Attachment No. 11 for a financial breakdown and supporting documentation.

COP No. 83 - Digester Gas Piping Additional Supports

During construction, the swivel joint manufacturers were on-site to observe the operation of the swivel joints while the Digester Cover was travel tested. The representatives suggested the addition of supports to the Digester Gas line. The Contractor has requested a 10-day extension for the additional work. Reference Attachment No. 12 for a financial breakdown and supporting documentation.

COP No. 84 - Aluminum Checker Plate to Cover Opening in Grating

After demolition, several gaps were identified in the existing floor grating in Headhouse No.1. The gaps are to be repaired. Reference Attachment No. 13 for a financial breakdown and supporting documentation.

COP No. 85 - Epoxy Grout Injection to Repair Leak in Digester 2

While working in Digester No.2, a leak was discovered into the base slab of the Digester. A leak repair was required. Reference Attachment No. 14 for a financial breakdown and supporting documentation.

CIP #SS7253
Change Order #12
Page 3

DEDUCTIONS:

Credit Unused Funds from Completed Schedule of Values

One (1) SOV price line item has been completed without using all the associated contract value. This line item was included for the removal/disposal of sludge from the digesters.

SOV Price Item Number and Description	Current Unused Value	Unit Price	Amount Transferred to Project	Remaining Contract Value
SOV Item No. 3240 Removal and Disposal of Solids / Liquids in Digesters	\$183,267.50 (244.36 Units)	\$750	\$183,267.50 (244.36 Units)	\$0.00 (244.36 Units)

Funding Source: WM300119 (Water Quality Projects).

Additions

COP No. 069 – Digester Gas Compressor Control Modifications 1 LS @ \$22,862.18	\$ 22,862.18
COP No. 072 – Digester Gas Piping Modifications 1 LS @ \$14,350.10	\$ 14,350.10
COP No. 073 – Pipe Insulation Modifications 1 LS @ \$7,146.71	\$ 7,146.71
COP No. 074 – Digester Gas Line Ductwork Conflict 1 LS @ \$15,984.22	\$ 15,984.22
COP No. 075 – HVAC Control Panel 1 LS @ \$4,541.53	\$ 4,541.53
COP No. 077 – Isolation Valves for Inline Grinders 1 LS @ \$22,981.27	\$ 22,981.27
COP No. 078 – Additional Concrete Paving 1 LS @ \$77,497.06	\$ 77,497.06
COP No. 079 – Removal and Replacement of RCP 1 LS @ \$45,910.60	\$ 45,910.60
COP No. 080 – Adverse Weather Days (Nov '19 through Feb '20) 1 LS @ \$0.00	\$ 0.00
COP No. 081 – Concrete Curb Removal and Replacement 1 LS @ \$29,617.23	\$ 29,617.23
COP No. 082 – Control Wiring for Boiler Building MAU 1 LS @ \$5,165.46	\$ 5,165.46
COP No. 083 – Digester Gas Piping Additional Supports 1 LS @ \$31,814.81	\$ 31,814.81
COP No. 084 – Aluminum Plate Cover Over Opening in Grating 1 LS @ \$4,150.40	\$ 4,150.40
COP No. 085 – Epoxy Grout Injection to Repair Leak Digester 2 1 LS @ \$3,765.40	\$ 3,765.64
TOTAL ADDITIONS:	\$285,787.21

Deductions

Unused Units from Completed SOV 244.36 UNIT @ \$750.00	\$183,267.50
TOTAL DEDUCTS:	\$183,267.50
TOTAL CHANGE:	\$102,519.71

Owner's Contingency Allowance

Original Allowance Total:	\$1,000,000.00
Previous Change Orders:	\$1,000,000.00
This Change (Decrease):	\$ 0.00
Revised Owner's Contingency Allowance:	\$ 0.00

CIP #SS7253
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Proposed Change and Basis for Payment

Original Contract Price:	\$21,922,400.00
Previous Change Orders:	\$ 416,746.58
This Change: (Increase)	\$ 102,519.71
Revised Contract Price:	\$22,441,666.29

Contractual Completion Date:

Contract Start Date: 8/31/2015
Interim Completion Date: 5/16/2018
Substantial Completion Date: 12/31/2019
Final Completion Date: 1/21/2020

Calendar Days added this Change: 93 days

Revised Interim Completion Date: Unchanged
Revised Substantial Completion Date: 4/2/2020
Revised Final Completion Date: 4/23/2020

This Change is Acceptable:

MB Kahn Construction Co., Inc.
(Kyle Benson)

By: Kyle Benson
Title: PROJECT MANAGER

Recommended for Approval: [Signature] Utility Construction Inspector
Lawrence Westbury

Recommended for Approval: N/A Sr. Utility Construction Inspector
Sam Catoe

Recommend for Approval: [Signature] Asst. City Engineer for Engineer Const.
Michael F. Sheu, P.E.

Recommend for Approval: [Signature] Asst. City Manager
Clint E. Shealy, P.E.

Approved: _____ City Manager
Teresa B. Wilson

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

7/5/20



Hazen and Sawyer
498 Seventh Avenue, 11th Floor
New York, NY 10018 • 212.539.7000

February 28, 2020

Mr. Lawrence Westbury
Construction Administrator, City of Columbia
1136 Washington Street
5th Floor Constr. Management Office
Columbia, SC 29217

Re: Cost Proposal Package No. 12

**SS7253 - Metro WWTP Improvements Anaerobic Digester Rehabilitation
H&S # 31059-016**

Dear Mr. Westbury:

Changes have been proposed to the Anaerobic Digester Rehabilitation Contract. Hazen has reviewed the proposals submitted by MB Kahn Construction and finds them acceptable.

The changes include:

- COP No. 069 – Digester Gas Compressor Control Modifications (RFP No. 026)
- COP No. 072 – Digester Gas Piping Modifications
- COP No. 073 – Pipe Insulation Modifications
- COP No. 074 – Digester Gas Line Ductwork Conflict
- COP No. 075 – HVAC Control Panel
- COP No. 077 – Isolation Valves for Inline Grinders
- COP No. 078 – Additional Concrete Paving
- COP No. 079 – Removal and Replacement of RCP
- COP No. 080 – Adverse Weather Days (Nov '19 through Feb '20)
- COP No. 081 – Concrete Curb Removal and Replacement
- COP No. 082 – Control Wiring for Boiler Building MAU
- COP No. 083 – Digester Gas Piping Additional Supports
- COP No. 084 – Aluminum Checker Plate to Cover Opening in Grating
- COP No. 085 – Epoxy Grout Injection to Repair Leak in Digester 2
- Credit Unused Units from Completed SOV Price Item

Total days added are 93.

If you have any questions, please contact me at (704) 357-3150. Very truly yours,

Tony Greiner, PE, CCM
Associate Vice President

31059-016

cc: M. Bridwell – Hazen

D. Wagoner – CW 2020

hazenandsawyer.com

Attachment: SS7253 MWWTP Anaerobic Digester Improvements CO#12 (6035 : Metro Wastewater Treatment Plant Anaerobic Digester



General Location of the Anaerobic Digester Project

SIMMON TREE LN

METRO LN



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia

- Sewer Manholes
- Sewer Pressurized Mains
- Sewer Gravity Mains



1 inch = 350 feet



Waste Water Treatment Plant

Prepared For:

Packet Pg. 456



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7548; Shady Lane Force Main Replacement, as requested by Columbia Water. Award to 4D Engineering in the amount of \$119,515.00. The firm is located in Lexington, SC.

REQUISITION NO.: R204762

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects Shady Lane Force Main Replacement (5529999-SS754801-658650). The original budget amount is \$119,515.00.

BUSINESS PROGRAM: Protege Only Project

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Protégé Only Project. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the Protégé and will provide project management, design, permitting, construction services, and project closeout at 90.5% (\$108,215.00) of the contract value.

The following subconsultant will provide additional services:

GEL Engineering of Lexington, SC will provide surveying services at 9.5% (\$11,300.00) of the contract value.

There were (20) responses to solicitation RFQ011-16-17-NMJ Category III Protégé Only Wastewater Collection System Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 900 - Full Time Construction Inspection

Task 1000 - Project Closeout

Task 1100 - Additional Services

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- FinalAgreement.SS7548 Shady Lane Force Main Replacement.4DEngineering (PDF)
- LocationMap.SS7548ShadyLaneForceMainReplacement (PDF)

4D Engineering
Shady Lane Force Main Replacement SS7548



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Category III Protégé Only Wastewater Collection System Projects.

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 4D Engineering, (hereinafter referred to as the “Consultant”), to provide technical consulting support for a sewer line replacement project for the City of Columbia, SC.

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

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

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

4D Engineering
Shady Lane Force Main Replacement SS7548

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 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 Nineteen Thousand, Five Hundred Fifteen Dollars and No/100 (\$119,515.00).

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 E hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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Shady Lane Force Main Replacement SS7548

C. Invoicing Procedure (See Exhibit G)

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

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

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)–

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. This is a Protégé led project in which the Protégé will provide 100% (less subconsultants).

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party

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beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

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

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- D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

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

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

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

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

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Shady Lane Force Main Replacement SS7548

- 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

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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

4D Engineering

Name: Charlie Deep
Title: Project Manager
Address: 603 South Lake Drive
Lexington, SC 29072
Phone: (803) 356-0909
Fax: N/A
Email: charlie@4dengr.com

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

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

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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

4D Engineering
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Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of 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.

4D Engineering
Shady Lane Force Main Replacement SS7548

- 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.

4D Engineering
Shady Lane Force Main Replacement SS7548

- 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 race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other

4D Engineering
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- forms of compensation, and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall incorporate these non-discrimination requirements 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, Exhibit D – Prime Business Information Statement, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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4D Engineering
Shady Lane Force Main Replacement SS7548

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

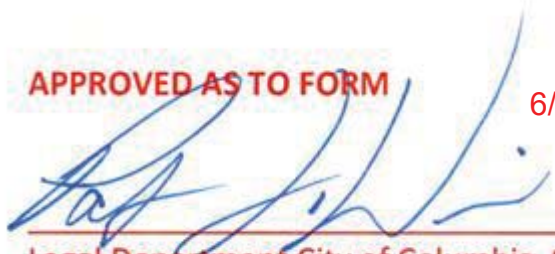
4D Engineering

Print: Name/Title

Signature

Date: _____

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APPROVED AS TO FORM 6/5/2020

Legal Department City of Columbia, SC

4D Engineering
Shady Lane Force Main Replacement SS7548

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Prime Business Information Statement

Exhibit E – Business Information Record for Subconsultants/Subcontractors

Exhibit F – Mentor Protégé Program Implementation Program

Exhibit G – Invoicing Procedures

Exhibit H – Prompt Payment Affidavit

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7548 Shady Lane Force Main Replacement

The services performed by 4D Engineering (Consultant) as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a sewer line replacement project, including evaluation of alternative alignments, and engineering services during design and construction for the project.

The Shady Lane Force Main Replacement project consists of the replacement of approximately 1,700 linear feet of 6-inch ductile iron and cast-iron force main located on Shady Lane in Columbia, SC. Shady Lane is a residential roadway adjacent to Lake Katherine to the west and Interstate 77 (I-77) to the east. The force main has been identified by the CITY as needing replacement from the Shady Lane Pump Station to the discharge of the force main at a manhole (24239MH) on Shady Lane.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate alternative routes for the force main, and perform engineering and design services for permitting, bidding, and construction.

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

- Public Relations
- Evaluation of Replacement Alternatives
- Engineering Services During Design and Permitting
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Protégé Program as this is a Protégé-Only project.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Maintain regular contact through the CITY's staff throughout the project.
- For Tasks 100 through Tasks 1000, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 1000

120 Coordination Meetings

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

- A kickoff meeting at the beginning of the project and monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 1000 and will include a 30-Percent Design Review Meeting. The Consultant will issue meeting minutes for each meeting. During Task 500, the Consultant will hold a progress meeting at the 60-percent and 90-percent design completion milestones. At the project milestones (30-, 60-, and 90-percent), the Consultant will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30-, 60-, and 90-percent, draft, final, and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be used by the CITY's review team during the design review meetings. A copy of these checklists will be provided by the CITY.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. Consultant shall attend, at a minimum, one public meeting (Columbia Water Quarterly Drop-In) that will occur at approximately the 30 percent design milestone. Consultant shall prepare design technical documents and materials for the meeting, including draft design plans. Consultant shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
 - Conduct one (1) public meeting prior to completing route selection (topics included are overview of project description and its purpose, schedule, properties effected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.)
- Consultant will use the CITY customer database to notify customers in the area by mailers to inform them of the type of work being conducted and who to contact with questions or concerns.
- Consultant will prepare all displays and handouts needed for the meeting(s).

150 Mentor-Protégé Program

Consultant will provide the following in compliance with the City of Columbia's Mentor-Protégé Program for a Protégé Only Project:

- Consultant will complete the City's Mentor Protégé Program Implementation Plan for Protégé Only project (Form 709po/pl).

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area and any applicable record drawings.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a tabletop type route analysis.
- Field Reconnaissance:
 - Based upon the tabletop analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative analysis including the following alternatives at a minimum:
 - Relocating the new force main within or adjacent to the existing force main alignment.
 - Relocating the new force main along a different alignment.
 - Rehabilitation of the existing force main with trenchless method such as pipe bursting

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the new force main in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

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

270 Preliminary Engineering Report (30% design submittal)

The Consultant shall prepare a Preliminary Engineering Report (PER) summarizing all work completed and outlining the recommended plan. The Consultant will submit a draft PER to the City and attend a meeting to discuss the City's comments. Following the meeting, the Consultant shall incorporate the City's comments and finalize the report. This submittal is considered the 30 percent design and this meeting is considered the 30 Percent Design Review Meeting.

Consultant shall identify all required easements as part of the PER and provide updates monthly after this meeting.

The PER should also include a conceptual level cost estimate of the recommended plan. At a minimum, the PER should consist of the following sections:

- **Section 1 – Background and Purpose**
 - Describes the study area, background, and project objectives
- **Section 2 – Alternative Analysis and Route Selection**
 - Consultant will identify all applicable alternatives for the force main replacement and conduct alternative analysis. Consultant will recommend an alternative that meets the project objective.
 - Consultant will evaluate the operation of the existing pump station and provide recommendations to maintain service to existing sewer customers during construction.
- **Section 3 – Costs**
 - Contains all alternative cost estimates as well as the cost estimate (including assumptions used in the estimate) of the recommended plan

TASK 300 – Survey and Utility Mapping

Consultant will provide surveying services to include the following:

310 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a minimum fifty (50) ft wide corridor along the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control

points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.

- Locate both horizontally and vertically (where appropriate) along the routes of the proposed pipeline, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. Where the force main is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the force main is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.

- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare all easement descriptions for all required permanent easements that will be required to construct the proposed force main. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing up to fourteen (14) easement exhibits (to cover all potential affected properties). An amendment will be issued if additional easement exhibits are required.

330 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. No Sub Surface Utility Engineering (SUE) is proposed for this project.

TASK 400 – Geotechnical Investigation

This service is not provided under this agreement as it is assumed to not be necessary for this project as the project will be occurring in a developed area and the force main is expected to be relatively shallow.

TASK 500 – Final Design

Upon approval of the PER, the Consultant will prepare the Contract Documents (design drawings and specifications) for the construction of the recommended plan. The design drawings will be survey-grade plans along with all required details. Consultant will also provide all necessary permit applications.

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new force main within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the project.

530 Project Plans and Specifications

Consultant will be responsible for the submittal of plans and specifications for the 60 and 90 percent design, draft Final and Final Bid Set which shall meet the following requirements:

Design Drawings

- Cover Sheet.
- General notes and legend.
- Detailed plan and profile drawings on 24" x 36" plan sheets.
- Relevant features impacting construction as located by the survey.
- Design and construction details.
- Sediment and erosion control details.
- Relevant environmental features.
- Traffic control plans.
- Existing pipe demolition/abandonment as needed
- By-pass pumping plan as needed

Specifications

Standard specifications templates will be provided by the City. The Consultant shall provide a list of specifications needed at the 60% milestone and drafts of all specification sections at the 90% milestone.

The Consultant will be expected to:

1. Modify the City Standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the City Standard Division 1 specification sections as necessary to accommodate the work and take full responsibility for all content of each section.
3. Modify the City Standard Division 2 specification sections as necessary to accommodate the work and take full responsibility for all content of each section.

The City will provide Division 0 specifications.

Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, a CD containing PDFs of the signed and sealed drawings, one-sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new force main in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - City of Columbia – Streets Division
 - City of Columbia – Stormwater

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) and bid-ready level (100%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 320 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin at the 30-percent phase and shall be submitted to the City at the 60-percent phase. Any rework of easement plats between the 30- and 60-percent phase will be at no cost to the City.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia and/or Richland County. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.
- Roadway Encroachment Permits: This scope assumes a City of Columbia will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.

- Other Permits: This scope does not include railroad encroachment permits, wetlands permits, or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

650 Permit Application Fees:

The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$350 of permit fees are anticipated. The estimated fees for permits are as follows:

- City of Columbia Stormwater Review Fee - \$150
- SCDHEC Wastewater Construction Permit Application Fee - \$200

The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), and attending the bid opening.
- Conformed documents incorporating all addenda items issued are also the responsibility of the Consultant.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

TASK 800 – Engineering Services During Construction

Consultant will assist the CITY with contract administration and provide part-time observation of the construction work. It is anticipated that the construction period for the project will be 4 months, 90 days for substantial completion and 30 days for final completion, for a total construction duration of 120 days. An increase in the construction schedule from this estimate may require an amendment to authorize additional construction services.

810 General Administration of Construction Contract

- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
 - c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.
 - d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
 - e) One (1) pre-construction meeting and four (4) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or

Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - This scope includes site visits for three (3) months (12-weeks) by the Project Engineer at 4 hours per week and three (3) months (12-weeks) by the field representative at 4 hours per week. If additional site visits are required, this contract will be amended to provide such additional services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system. The record drawings will be based on survey information provided by the Contractor.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O&M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

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

- Additional Surveying outside original scope or for Record Drawings.
- Geotechnical Investigation

- CCTV Inspection or other inspection method of existing gravity sewer lines or force main lines.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement
- Additional property research and easement exhibits, other than outlined herein.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional permitting (e.g. Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 620.
- Compensatory mitigation for wetlands impacts.
- Modifications to the design after 90% design review comments have been received.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

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ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES



Project: mspproj11
Date: Thu 2/27/20

Task

Split

Milestone

Summary

◆

Project Summary

External Milestone

◆

Inactive Milestone

◆

Manual Task

Manual Summary Rollup

Start-only

Deadline

Manual Progress

External Tasks

Inactive Task

Inactive Summary

Duration-only

Manual Summary

Finish-only

Progress

ID	Task Mode	Task Name	Duration	Start	Finish																																																								
1		Receive NTP	0 days	Wed 7/1/20	Wed 7/1/20																																																								
2		Project Kickoff Meeting	1 day	Wed 7/8/20	Wed 7/8/20																																																								
3		Preliminary Design	90 days	Wed 7/8/20	Tue 11/10/20																																																								
4		Due Diligence	30 days	Wed 7/8/20	Tue 8/18/20																																																								
5		Draft PER	30 days	Wed 8/19/20	Tue 9/29/20																																																								
6		City of Columbia Review	10 days	Wed 9/30/20	Tue 10/13/20																																																								
7		Final PER	20 days	Wed 10/14/20	Tue 11/10/20																																																								
8		Detailed Design	80 days	Wed 11/11/20	Tue 3/2/21																																																								
9		60% Design	30 days	Wed 11/11/20	Tue 12/22/20																																																								
10		City of Columbia Review	10 days	Wed 12/23/20	Tue 1/5/21																																																								
11		90% Design	30 days	Wed 1/6/21	Tue 2/16/21																																																								
12		City of Columbia Review	10 days	Wed 2/17/21	Tue 3/2/21																																																								
13		Permits & Easements	327 days	Wed 1/6/21	Thu 4/7/22																																																								
14		Easement Exhibits and City of Columbia Review	65 days	Wed 1/6/21	Tue 4/6/21																																																								
15		Easement Acquisition	262 days	Wed 4/7/21	Thu 4/7/22																																																								
16		Permit Submittals	10 days	Wed 3/3/21	Tue 3/16/21																																																								
17		Permits Review/Approval	67 days	Wed 3/17/21	Thu 6/17/21																																																								
18		Final Bid Documents	10 days	Fri 4/8/22	Thu 4/21/22																																																								
19		City of Columbia Procurement Bid Preparation	66 days	Fri 4/22/22	Fri 7/22/22																																																								
20		Project Bidding	24 days	Mon 7/25/22	Thu 8/25/22																																																								
21		Bid Evaluation/Award/Council Approval/NTP	44 days	Fri 8/26/22	Wed 10/26/22																																																								
22		Engineering Services During Construction	88 days	Thu 10/27/22	Mon 2/27/23																																																								
23		Project Closeout	64 days	Tue 2/28/23	Fri 5/26/23																																																								

Project: msproj11 Date: Thu 2/27/20	Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only		Manual Progress	
	Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline			
	Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Progress			

EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7548
Shady Lane Force Main Replacement

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$119,515. This includes \$81,020 of lump sum tasks, as well as \$38,495 of hourly/not-to-exceed (NTE) tasks (Tasks 320, 650, 800, and 1100). Hours noted below do not include subconsultant hours.

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

Task	Description	Hours	Subconsultants	Total
100	Evaluation and Design Phase Administration	88	\$0	\$13,400
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	106	\$0	\$13,600
300	Survey and Utility Mapping (Includes Tasks 310 and 330)	10	\$7,400	\$8,790
320	Property Research and Easement Exhibits (NTE)	10	\$3,900	\$5,290
400	Geotechnical Investigation	N/A	N/A	N/A
500	Final Design	226	\$0	\$28,830
600	Permits and Property	50	\$0	\$6,470
650	Permit Application Fees (NTE)	N/A	N/A	\$500
700	Bidding and Award	24	\$0	\$3,320
800	Engineering Services During Construction (Hourly/NTE)	172	\$0	\$21,840
900	Full Time Construction Inspection	N/A	N/A	N/A
1000	Project Closeout	52	\$0	\$6,610
1100	Additional Services (As requested by the City) (NTE)			\$10,865
	Total of Contract	738	\$11,300	\$119,515
	% of Contract to Subconsultants			9.5%
	% of Contract to Protégé			90.5%

EXHIBIT D - PRIME 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: 4D Engineering

Headquarters Address: 603 South Lake Dr
Lexington, SC 29972

Local Office Address, if applicable: Same as above

Phone No.: 803-356-0909 Fax No.: N/A

Email address: Janet@4DEng.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 46-1538715

DUNS Number: 078730532

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 you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? 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-responsive.*

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

Name/Title: Charles Deep / President

Phone Number: 803-917-2903

Form Completed by: [Signature]
Authorized Signature

04/10/20
Date

Attachment: Final Agreement.SS7548 Shady Lane Force Main Replacement.4DEngineering (6013 : SS7548 Shady Lane Force Main

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 the 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 Cod - See Key Below)
GEL Engineering	V016155	Surveying	\$11,300	9.5 %		
				%		
				%		
				%		
				%		
				%		

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 \$ 11,300

TOTAL CONTRACT AMOUNT: \$ 119,515

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

Business Name: - 4D Engineering

Representative Name/Title: Janet Deep / CEO

Date: 3/23/2020

Business Information for Subconsultants/Subcontractors- Continued

Attachment: Final Agreement.SS7548 Shady Lane Force Main Replacement.4DEngineering (6013 : SS7548 Shady Lane Force Main

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)****GEL Engineering, LLC**

Company Name

342 Riverchase Way

Physical Address

342 Riverchase Way

Mailing Address

Lexington, South Carolina 29072

City/State Zip Code + 4

(803) 908-4724

Phone number

(803) 321-3174

Fax number

Garren Mullinax

Primary Contact Name

Secondary Contact Name

Garren.Mullinax@gel.com

Primary Contact Email Address

Secondary Contact Email Address

57-0713831

Federal ID #

V016155

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 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- Protégé Project

Project Type: Protégé Only or Protégé Lead (Circle One)

Date: March 23, 2020

Project Number: SS7548

Protégé: 4D Engineering

Project Name: Shady Ln FM Replacement

Mentor: N/A

Duration of the Project: 13 months

Project Contract Amount: \$119,515

Protégé Amount: \$119,515

*If Protégé Lead project, a minimum 51% of contract to Protege.

Statement of Commitment: The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

1. What skills has the Protégé learned from their Mentor that will be utilized on this project?

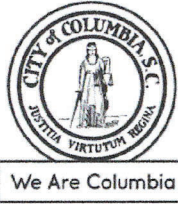
We have learned how City projects are structured and how to properly schedule the project so that we can perform each task on time and according to the scope and work plan.

2. What specific goals and milestones do you have for this project?

We plan to meet each milestone deliverable for this project and to provide the City with quality project options during the preliminary design phase of the project. We plan for the project to be successfully designed, permitted, and constructed, with no negative impact to the community. Our main goal for the project is for the City to be highly satisfied at the end of the project, which leads to further future work with the City.

3. List proposed manpower and resources required for the project. List primary point of contact.

Janet Deep will supervise the performance of the project from her role as CEO. Justin Waring will be the Project Manager and primary point of contact for the project. Charlie Deep will be the Client Service Manager and will be assisting with project management as well as QA/QC of the project. Other 4D staff will be utilized on the project as needed including CAD techs, design engineers, and construction inspectors.



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. What is the anticipated duration (in months) of each major phase of the project?

Design - 9 months
Construction - 4 months

5. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

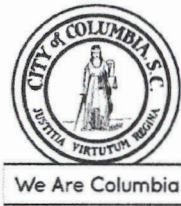
Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE	Percentage of Contact
GEL Engineering	803-908-4724	342 Riverchase	4D	\$11,300	N/A	9.5%

6. What capacity will the Mentor be used on this project?

We do not anticipate using our Mentor for this project. However, they are available to assist if the need arises.

7. List bonding capacity and insurance coverage, etc. (if applicable)

N/A



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

8. Do you currently have your WL or WP License (if applicable)?

N/A

9. Other Comments.

We appreciate the opportunity to work with the City on this project.

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 4D Engineering (Protege Firm) this 23 day of March 2020.
Corporate SEAL

By: [Signature]
Title: C.E.O.

ATTEST:
By: [Signature]
Title: President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 25 day of March, 2020.

By: Juliet M. Nelly
Title: Program Compliance Administrator

Exhibit G - 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 the 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 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 purchase is 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 H - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's 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

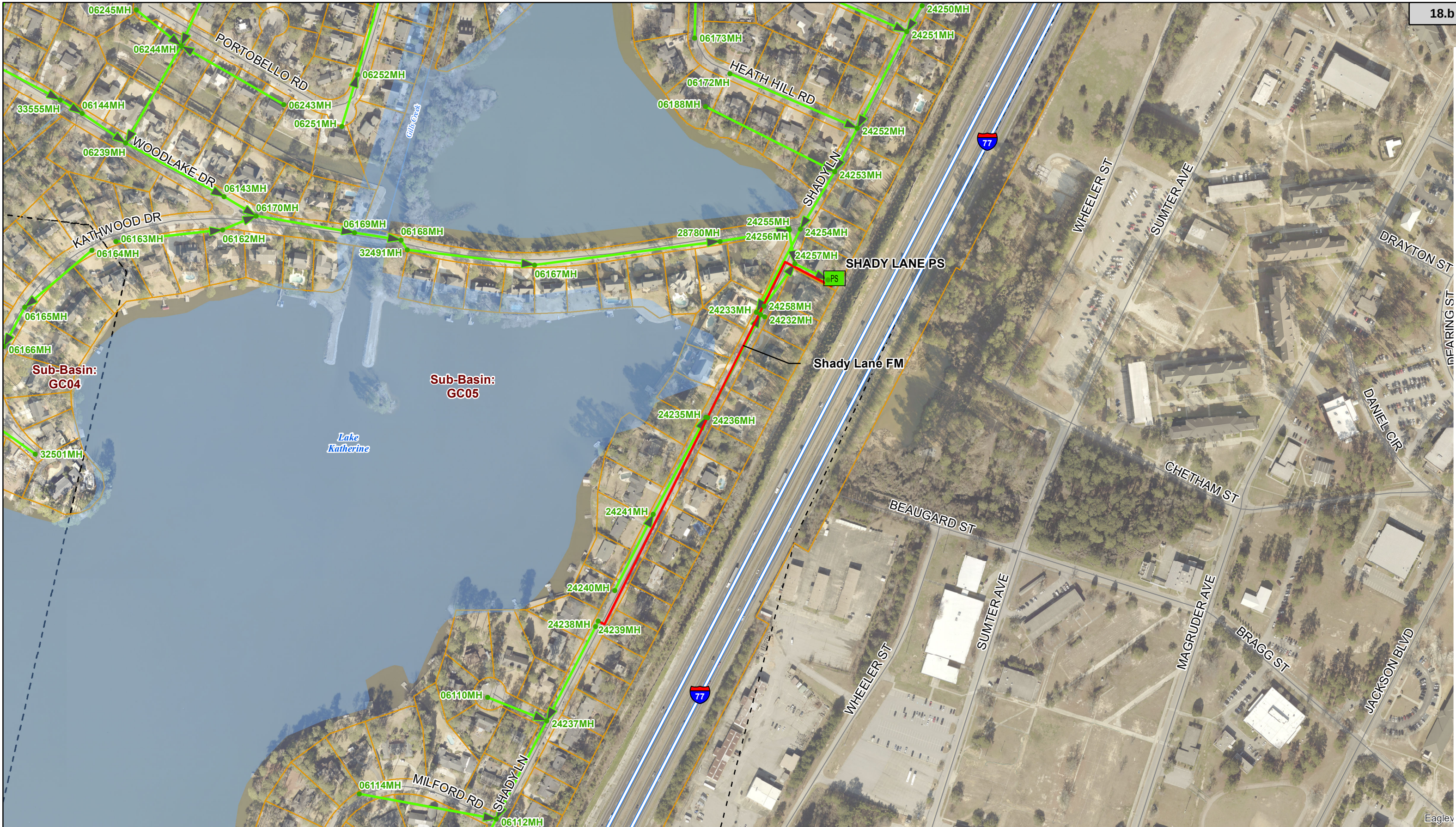
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20____.

Notary Public

Attachment: Final Agreement.SS7548 Shady Lane Force Main Replacement.4D Engineering (6013 : SS7548 Shady Lane Force Main



Attachment: Location Map.SS7548ShadyLaneForceMainReplacement (6013 : SS7548 Shady Lane Force Main Replacement)

Clean Water 2020 Columbia's Clear Vision For Clean Water  We Are Columbia MML: 12/6/2019 CW2020_Master\Production_Maps\ProjectLocation_Maps\GP	<table border="0"><tr><td>● Sewer Manhole</td><td>Basin Boundary</td></tr><tr><td>PS Sewer Pump Station (Active, City)</td><td>Tax Parcel</td></tr><tr><td>— Sewer Pressurized Mains (Active, City)</td><td></td></tr><tr><td>— Sewer Gravity Mains (Active, City)</td><td></td></tr></table>	● Sewer Manhole	Basin Boundary	PS Sewer Pump Station (Active, City)	Tax Parcel	— Sewer Pressurized Mains (Active, City)		— Sewer Gravity Mains (Active, City)		N  1 inch = 300 feet 0 175 350 Feet	CIP7548 Shady Lane Force Main Replacement Project Prepared For: Packet Pg. 509
● Sewer Manhole	Basin Boundary										
PS Sewer Pump Station (Active, City)	Tax Parcel										
— Sewer Pressurized Mains (Active, City)											
— Sewer Gravity Mains (Active, City)											



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7549; Woodlands Force Main Replacement, as requested by Columbia Water. Award to Highfill Infrastructure Engineering, PC in the amount of \$182,050.00. The firm is located in Columbia, SC.

REQUISITION NO.: R204763

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects Woodlands Force Main Replacement (5529999-SS7524901-658650). The original budget amount is \$182,050.00.

BUSINESS PROGRAM: Protege Only Project

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Protégé Only Project. Highfill Infrastructure Engineering, PC of Columbia, SC is the Protégé and will provide project management, design, permitting, construction administration services, and project closeout at 77.3% (\$140,650.00) of the contract value.

The following subconsultants will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide subsurface utility engineering services at 8.2% (\$14,950.00) of the contract value.

S&ME, Inc. of Columbia, SC will provide geotechnical services at 5.2% (\$9,500.00) of the contract value.

Summit Engineering Group, Inc. of Columbia, SC will provide surveying services at 9.3% (\$16,950.00) of the contract value.

There were (20) responses to solicitation RFQ011-16-17-NMJ Major/Minor Wastewater

Collection System Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 900 - Full Time Construction Inspection

Task 1000 - Project Closeout

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- Final Agreement SS7549 Woodlands Force Main Replacement (PDF)
- SS7549 Woodlands Force Main Location Map (PDF)

Highfill Infrastructure Engineering, PC
Woodlands Force Main Replacement – SS7549



AGREEMENT FOR PROFESSIONAL SERVICES

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

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 Highfill Infrastructure Engineering, PC, (hereinafter referred to as the "Consultant"), to provide technical consulting support for Woodlands force main replacement, including preliminary engineering services as well as engineering services during design and construction for the project for the City of Columbia, SC.

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

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

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

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4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier as provided herein, on April 1, 2022, or at such time the total compensation provided for herein is reached, whichever is later. 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* with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

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 Eighty-Two Thousand, Fifty Dollars and No/100 (\$182,050.00).
- 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 E hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

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

C. Invoicing Procedure (See Exhibit F)

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

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

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

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canceled checks (if requested), and the 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

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upon the business community partnering with the City in this important endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____	%
MBE	_____	%
WBE	8.2	%
LSA	_____	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. This is a Protégé Only project in which the Protégé will provide 100% (less subs).

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

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

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D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

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

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

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

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

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- 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 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

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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

Highfill Infrastructure Engineering, P.C.

Name: Dave Johnson, P.E.
Title: Senior Project Manager
Address: 1728 Main Street, Suite 210
Columbia, SC, 29201
Phone: 803-920-6209
Email: djohnson@hiepc.com

16. **CONSENT DECREE**

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

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- 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 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

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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 Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of 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

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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.

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- 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 race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, 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

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- applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall incorporate these non-discrimination requirements 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, Prime Business Information Statement forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

HIGHFILL INFRASTRUCTURE ENGINEERING, PC

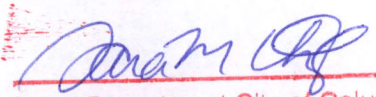
Print: Name/Title

Signature

Date: _____

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APPROVED AS TO FORM



Legal Department City of Columbia, SC

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Prime Business Information Statement

Exhibit E – Business Information Record for Subconsultants/Subcontractors

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

Exhibit H - MPP Implementation Plan

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EXHIBIT A SCOPE OF SERVICES

City of Columbia CIP # SS7549 Woodlands Force Main Replacement

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a force main replacement project, including preliminary engineering services as well as engineering services during design and construction for the project.

The project scope consists of engineering services for replacement of approximately 2,500 linear feet of 8-inch cast iron force main, which generally travels across a recreation area of the Rowan community before turning and running parallel with Southern Drive. The force main turns again at the corner of Southern Drive and Bluff Road then runs parallel with Bluff Road before discharging into a manhole near the intersection of Bluff Road and Mauney Street.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate alternative routes for the replacement of the existing force main and to perform engineering and design services for permitting, bidding, and construction of the selected alternative.

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

- Public Relations
- Evaluation of Force Main Replacement Alternatives
- Engineering Services During Design and Permitting
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as this is a Protégé-Only project.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and subconsultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact with the CITY's staff throughout the project.

- For Tasks 100 through Tasks 1000, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project, Primavera P6, or similar scheduling software. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by subconsultants in accordance with the City's invoicing procedures.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 1000

120 Coordination Meetings

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

- A kickoff meeting at the beginning of the project and monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 1000 and will include a 30-percent design review meeting. The Consultant will issue meeting minutes for each meeting. During Task 500, the Consultant will hold a progress meeting at the 60-percent and 90-percent design completion milestone. At the project milestones (30-percent, 60-percent and 90-percent), the Consultant will compile comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes One (1) sets of design and construction documents will be delivered for each submittal (60-percent, 90-percent, final and contract documents). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be used by the CITY's review team during the 30-Percent and 90-Percent design review meetings. A copy of these checklists will be provided by the CITY.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.

- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. Consultant shall attend, at a minimum, one public meeting (Columbia Water Quarterly Drop-In) that will occur at approximately the 30 percent design milestone. Consultant shall prepare design technical documents and materials for the meeting, including draft design plans. Consultant shall also have a computer with data accessible to show project area mapping, photos, etc. of the project area and will show the information upon request at the meeting.
 - Conduct one (1) public meeting prior to completing route selection (topics included are overview of project description and its purpose, schedule, properties effected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.)
- Consultant will use the CITY customer database to notify customers in the area by mailers to inform them of the type of work being conducted and who to contact with questions or concerns.
- Consultant will prepare all displays and handouts needed for the meeting.

150 Mentor-Protégé Program

Consultant will provide the following in compliance with the City of Columbia's Mentor-Protégé Program for a Protégé Only Project

- Consultant will complete the City's Mentor Protégé Program Implementation Plan for Protégé Only project (Form 709po/pl).

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table-top type route analysis.
- Field Reconnaissance:
 - Based upon the table-top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative route analysis including replacement by pipe bursting, open-cut excavation in-place, and/or open-cut excavation with parallel pipe for the following alternatives:
 - Locating the replacement force main within or adjacent to the existing force main easement (same general alignment as the existing force main).
 - Locating the replacement force main line along a different alignment.
 - Locating the replacement force main within or adjacent to the existing force main easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments,

- and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, pipe material, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the replacement force main in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

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

270 Preliminary Alternative Analysis and Preliminary Design Report

- Consultant will prepare a draft preliminary design report (in the form of a technical memo) documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost. Upon completion of review by the CITY, Consultant will incorporate any comments and finalize the preliminary design report for submission to the CITY. This submittal will be considered the 30-percent overall project completion review.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owner names from available GIS records.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 50-foot wide corridor of the selected final route. Relevant visual or physical features along the route will be surveyed including tree and bush lines, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not

included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes (top of lid and inverts for manholes identified by the Consultant), property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at each water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.

- The Consultant's surveyor will locate both horizontally and vertically (where appropriate) along the routes of each of the proposed water lines, exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; grand trees of sufficient size (hardwoods > 24"; pine > 30"; and ornamentals > 10") that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- Underground utilities as identified and marked in the field by the local utility locating service. This shall include, but not be limited to, electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Consultant's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that the service lines as identified can be properly located. The Consultant's surveyor will, at a minimum, contact SC811 at 1-800-721-7877 and CITY for field locating all underground utilities.
- State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and

identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.

- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum, topographic survey and cross sections will include up to a 50-foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the gravity sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare all easement descriptions for all required permanent easements that will be required to construct the proposed force main. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing up to seven (7) easement exhibits. An amendment will be issued if additional easement exhibits are required.

330 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of SC811. No Sub Surface Utility Engineering (SUE) is proposed for this project; however, up to six (6) Test Holes to determine utility depths and any necessary Level B SUE for the test holes shall be included in Task 1100.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will use S&ME for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to five (5) boring will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A minimum of two borings per each "bore & jack" location is required.

- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Sub-consultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the replacement force main within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the replacement of the existing force main adjacent to or crossing existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One (1) sets of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1" = 50' scale
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - Bypass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements

etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions. Consultant to modify standard Bid Form and Special Provisions section as needed to suit the work.

- Upon approval of the final submittal, Consultant will provide one (1) sets of contract documents, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the replacement force main in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control (SCDHEC)
 - Richland County - Stormwater
 - Richland County – Streets
 - South Carolina Department of Transportation - Streets

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items with the Preliminary Design Report and with the 60-percent, 90-percent and final submittal reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 320 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin at the 30-percent phase and shall be submitted to the City at the 60-percent phase. Any rework of easement plats between the 30- and 60-percent phase will be at no cost to the City.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by SCDHEC; work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.
- Wetlands Permit: No wetlands are anticipated in the construction corridor, and no wetland permitting is included.
- Roadway Encroachment Permits: This scope assumes a Richland County and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval an Encroachment Permit by Richland County and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.

- Railroad Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

650 Permit Application Fees:

The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$1,000 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Construction Permit - \$200
- Stormwater Permit Fees - \$750
- Other- \$50

This cost will cover all permit fees apart from any wetland mitigation fees and Railroad Crossing fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- Conformed documents incorporating all addenda items issued are also the responsibility of the Consultant.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes approximately 2,500 linear feet of 8-inch force main will be replaced within the same or alternative alignment, and where the existing 8-inch force main alignment differs it will either be removed or abandoned. After award of the

construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the force main replacement project will be four (4) months (120 calendar days) for substantial completion and thirty (30) days for final completion with construction duration of 150 calendar days. An increase in the construction schedule may require an amendment to authorize additional construction services. The anticipated construction period may require amendment upon selection of final replacement alternative and route.

- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
 - c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.
 - d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
 - e) One (1) pre-construction meeting and four (4) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable,

Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.

- Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
- Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - This scope includes site visits for four (4) months (16-weeks) by the Project Engineer for a total of forty (40) hours (approximately one (1) day per month) and four (4) months by the field representative for a total of one (1) day per week. If additional site visits are required, this contract will be amended to provide such additional services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O&M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD or flash drive. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services1110 General Task

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

- Additional force main replacement above the 2,500 linear feet identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Up to six (6) Test Holes to determine utility depths and any necessary Level B SUE for each test holes as referenced in Task 330.
- Wetland delineation and permitting
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with property owners and agencies beyond those scheduled in the agreement

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

EXHIBIT B
COMPENSATION

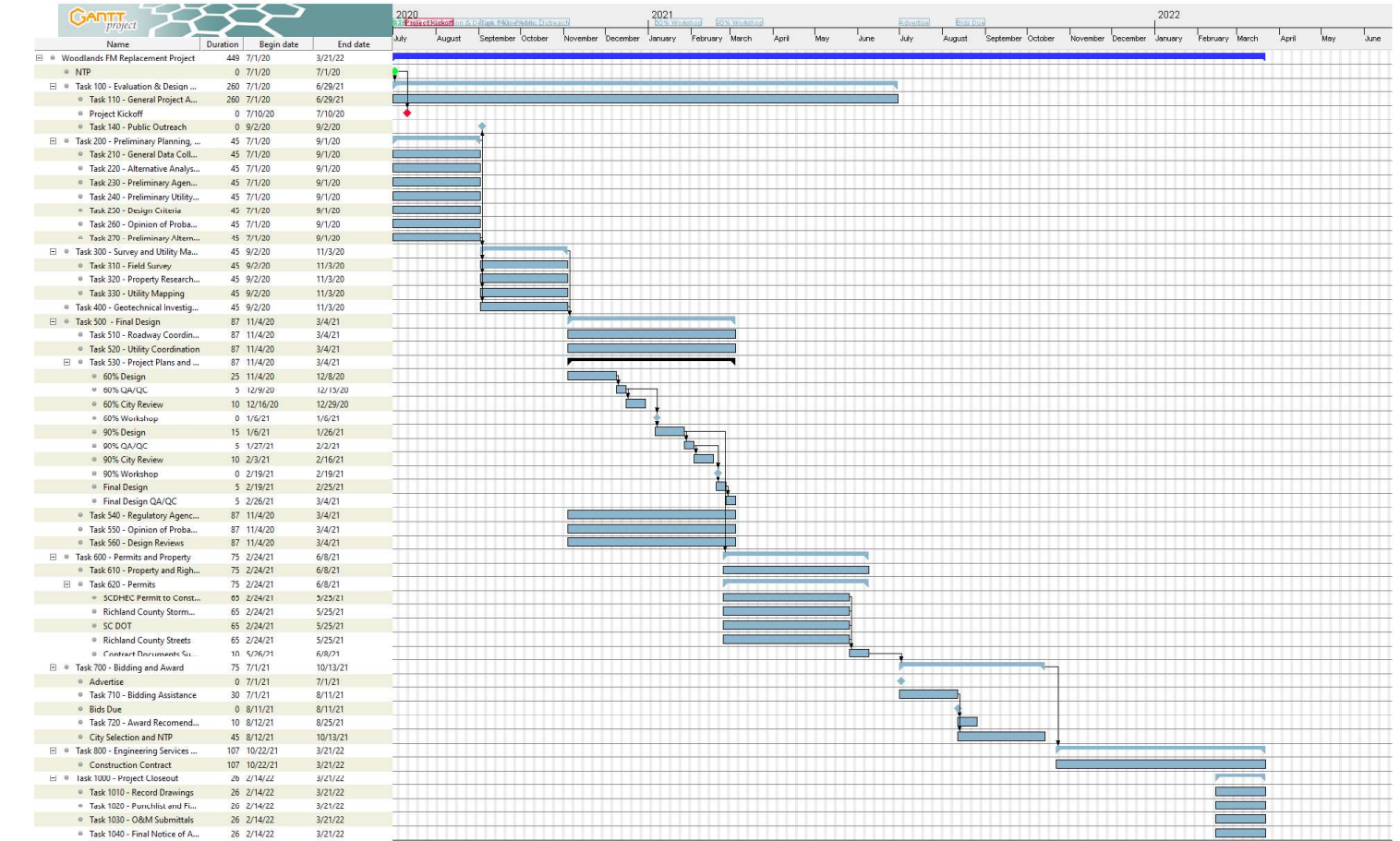
City of Columbia
CIP # SS7549
Woodlands Force Main Replacement

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$182,050.00. This includes \$112,550.00 of lump sum tasks, as well as \$69,500.00 of Not To Exceed tasks. Lump Sum (LS) and Not To Exceed (NTE) tasks are clearly labeled in the chart below.

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

Task	Description	Type	Hours	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS	145	\$0	\$21,800.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	135	\$0	\$17,800.00
300	Survey and Utility Mapping	LS	20	\$11,550.00	\$13,650.00
320	Property Research and Easement Exhibits	LS	10	\$5,400.00	\$6,150.00
400	Geotechnical Investigation	LS	10	\$9,500.00	\$10,650.00
500	Final Design	LS	175	\$0	\$23,700.00
600	Permits and Property	LS	50	\$0	\$7,800.00
700	Bidding and Award	LS	50	\$0	\$6,500.00
800	Engineering Services During Construction	NTE	410	\$0	\$49,500.00
900	Full Time Construction Inspector	N/A	N/A	N/A	N/A
1000	Project Closeout	LS	35	\$0	\$4,500.00
1100	Additional Services	NTE	45	\$14,950.00	\$20,000.00
	Total of Contract		1,085	\$ 41,400.00	\$182,050.00
	% of Contract to Subconsultants	22.7%			
	% of Contract to Protégé	77.3%			

EXHIBIT C - SCHEDULE FOR COMPLETION OF SERVICES



Ganttproject (2.8.10 Pilsen (build 2383))

ganttpn
3/4/20 - 1

EXHIBIT D - PRIME 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: Highfill Infrastructure Engineering, P.C.

Headquarters Address: 2703 Jones Franklin Road, Suite 201
Cary, NC 27518

Local Office Address, if applicable: 1320 Main Street, Suite 260
Columbia, SC 29201

Phone No.: 803-250-6214 Fax No.: 919-882-9762

Email address: rcox@hiepc.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 04-3791606

DUNS Number: 080560074

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 you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes ☐ or No ☒

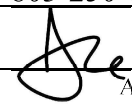
(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

***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-responsive.**

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

Name/Title: J. Ray Cox, Vice President

Phone Number: 803-250-6214

Form Completed by: 
 Authorized Signature

April 13, 2020

Date

Attachment: Final Agreement SS7549 Woodlands Force Main Replacement (6010 : SS7549 Woodlands Force Main Replacement)

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for the 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)
Civil Engineering Consulting Services, Inc. DUNS: 960785772 CAGE: 4L6V7	V013460	SUE	\$14,950.00	8.2 %	WBE, DBE, CDBE LBE	FB
S&ME, Inc. DUNS: 088162029 CAGE: 1RFW1	V009075	Geotechnical	\$9,500.00	5.2 %	N/A	N/A
Summit Engineering Group, Inc. DUNS: N/A CAGE: N/A	N/A	Surveying	\$16,950.00	9.3 %	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 \$** \$41,400.00**TOTAL CONTRACT AMOUNT: \$** \$182,050.00

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

Business Name: - Highfill Infrastructure Engineering, P.C.Representative Name/Title: David Johnson, PE, Senior Project ManagerDate: 3/25/2020**Business Information for Subconsultants/Subcontractors- Continued**

Attachment: Final Agreement SS7549 Woodlands Force Main Replacement (6010 : SS7549 Woodlands Force Main Replacement)

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)**

Civil Engineering Consulting Services, Inc.

Company Name

2000 Park Street, Suite 201, Columbia, SC 29201

Physical Address

2000 Park Street, Suite 201, Columbia, SC 29201

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(803) 779-0311

Phone number

()

Fax number

Theresa Hodge

Primary Contact Name

Lisa Alberghini

Secondary Contact Name

hodgeth@cecsinc.com

Primary Contact Email Address

alberghinil@cecsinc.com

Secondary Contact Email Address

57-0980593

Federal ID #

V013460

Vendor #

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

S&ME, Inc.

Company Name

134 Suber Road, Columbia, SC 29210

Physical Address

134 Suber Road, Columbia, SC 29210

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

(803) 561-9024

Phone number

()

Fax number

Matt Cooke

Primary Contact Name

John C. Lessley

Secondary Contact Name

mcooke@smeinc.com

Primary Contact Email Address

jlessley@smeinc.com

Secondary Contact Email Address

56-0791580

Federal ID #

V009075

Vendor #

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

Summit Engineering Group, Inc

Company Name

9601 Warren H. Abernathy Highway

Physical Address

9601 Warren H. Abernathy Highway

Mailing Address

Spartanburg, South Carolina 29301

City/State Zip Code + 4

(864) 949-1111

Phone number

(864) 949-1110

Fax number

Kevin E. Anderson, P.E.

Primary Contact Name

Rich Anderson

Secondary Contact Name

kanderson@summitengineeringgroup.com

Primary Contact Email Address

richanderson@summitengineeringgroup.com

Secondary Contact Email Address

26-2107527

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 F - 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 the 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 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 purchase order is required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's 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



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- Protégé Project

Project Type: Protégé Only or Protégé Lead (Circle One)

Date: March 25, 2020

Project Number: SS7549

Protégé: HIGHFILL

Project Name: Woodlands FM Replacement

Mentor: Black & Veatch

Duration of the Project: 20 Months

Project Contract Amount: \$182,050.00

Protégé Amount: 100% (less subs) \$182,050.00

*If Protégé Lead project, a minimum 51% of contract to Protege.

Statement of Commitment: The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

1. What skills has the Protégé learned from their Mentor that will be utilized on this project?

Project scoping and planning with CW2020 and updates and data management with CW2020 through SharePoint.

2. What specific goals and milestones do you have for this project?

Our goal is to complete this project with minimal time required by CW2020 and City staff. We have established milestones and deliverables in Exhibit A to the Agreement. We will meet these milestones by providing top-quality deliverables in the agreed-upon timeframe.

3. List proposed manpower and resources required for the project. List primary point of contact.

Manpower is detailed in Exhibit B to the agreement, and subconsultants are identified below and in Exhibit D. No other resources are required. Dave Johnson is our primary point of contact (803-920-6209; djohnson@hiepc.com).



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. What is the anticipated duration (in months) of each major phase of the project?

Preliminary Design Report - 2 months, Surveying, Mapping and Geotech - 2 months, Final Design - 5 months, Permitting - 3 months, Bidding and Award - 3 months, Construction and Closeout - 5 months

5. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE	Percentage of Contact
Summit Eng. Group	864-949-1111	See Sub Form	HIGHFILL	\$16,950.00		9.3%
CECS	803-779-0311	See Sub Form	HIGHFILL	\$14,950.00	WBE	8.2%
S&ME	803-5619024	See Sub Form	HIGHFILL	\$9,500.00		5.2%

6. What capacity will the Mentor be used on this project?

May call for periodic advice or monitoring of progress. Otherwise, protege only.

7. List bonding capacity and insurance coverage, etc. (if applicable)

HIGHFILL is fully insured to meet the City's requirements for consultants.



CITY OF COLUMBIA

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

8. Do you currently have your WL or WP License (if applicable)?

N/A - consulting services only

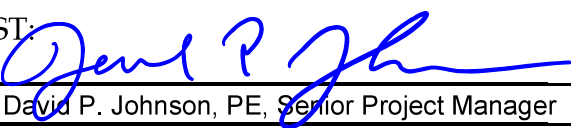
9. Other Comments.

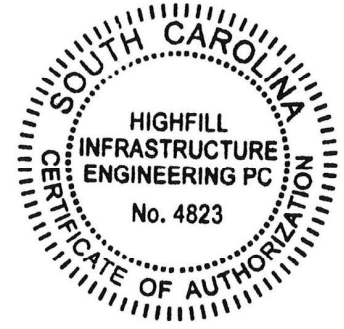
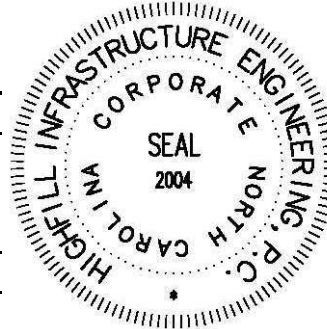
N/A

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 HIGHFILL (Protege Firm) this 25th day of March 2020.
Corporate SEAL

By: 
Title: J. Ray Cox, PE, Vice President

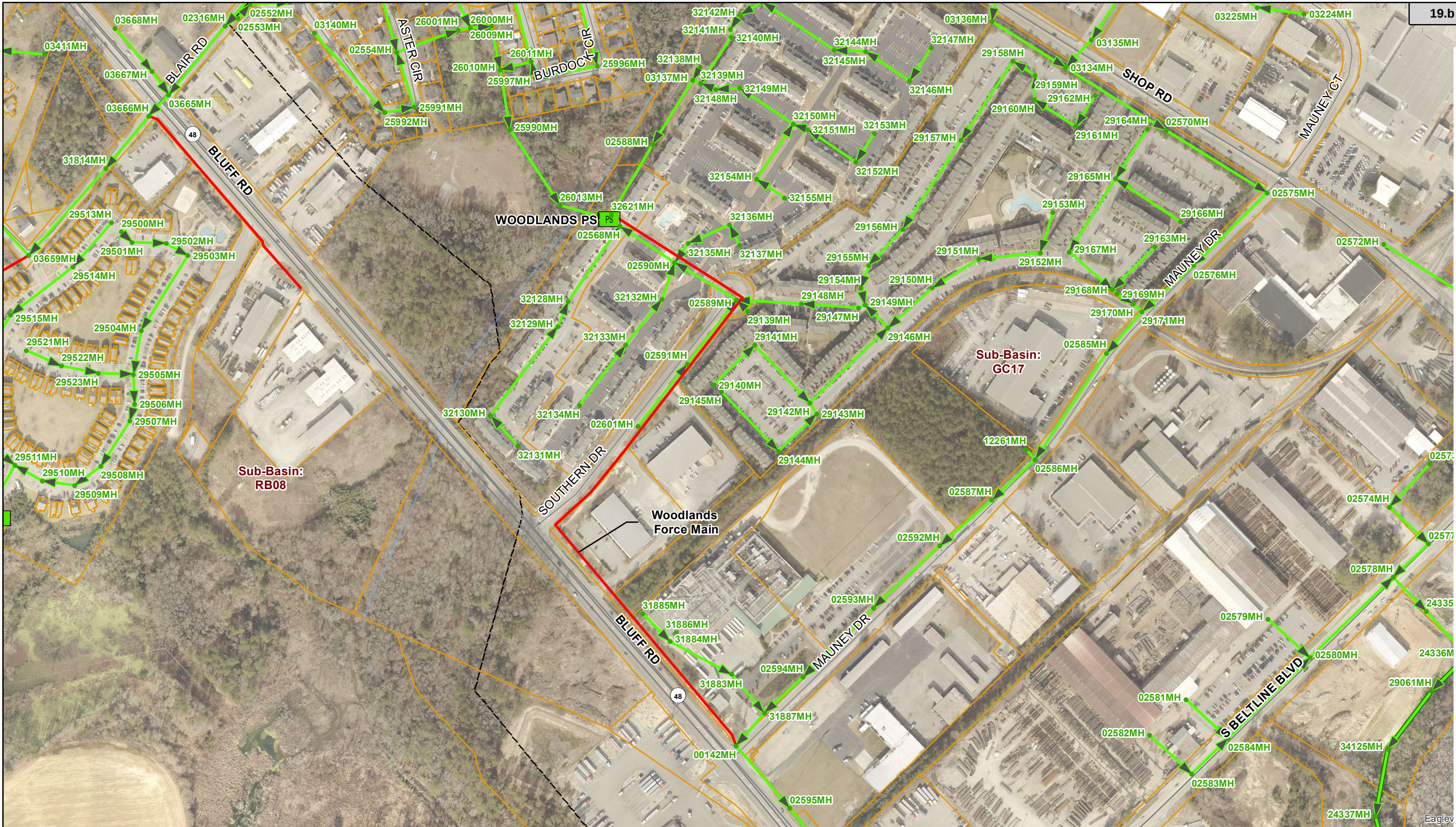
ATTEST:
By: 
Title: David P. Johnson, PE, Senior Project Manager



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 26 day of March, 2020.

By: 
Title: Program Compliance Administrator



  11/26/2019 CW2020_Master/Production_Maps/ ProjectLocation_Maps/CIP	● Sewer Manhole PS Sewer Pump Station (Active, City) — Sewer Pressurized Mains (Active, City) — Sewer Gravity Mains (Active, City)	 Basin Boundary Tax Parcel	 1 inch = 300 feet 0 175 350 Feet	CIP7549 Woodlands Force Main Replacement Project Prepared For: Packet Pg. 559



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #4 for Project SS7462; Investigation of the Crockett Road, Atlas Road, and Versch Lock Lift Stations, as requested by Columbia Water. Award to Constantine Engineering, Inc., in the amount of \$289,454.00. This firm is located in Columbia, SC.

REQUISITION NO.: R193673

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects, Crockett, Atlas, Versch Lift Stations (5529999-SS746201-658650) & (5529999-SS738420-658650). The original budget amount for this amendment is \$289,454.00. The total revised contract amount is \$351,954.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:
This is a Mentor Protégé Program Project. Constantine Engineering, Inc. of Columbia, SC is the Mentor and will provide final design and construction services at 66.0% (\$191,163.00) of the amendment amount of \$289,454.00. Rohadfox Construction Control Services, a Minority Business Enterprise of Columbia, SC, is the Protégé and will assist with design and construction administration services at 20.0% (\$57,891.00) of the amendment amount.

The following Subcontractors will provide additional services:

Steadman & Associates of Columbia, SC will provide surveying and preparation of easement plats at 3.3% (\$9,500.00) of the amendment amount.

Howard Engineering of Marietta, SC will provide electrical design services at 4.2% (\$12,200.00) of the amendment amount.

Terracon Consultants of Greenville, SC will provide geotechnical services, including soil borings and wetland permitting services at 4.8% (\$13,900.00) of the amendment amount.

K&P Engineering of Lexington, SC will provide structural design services at 1.7% (\$4,800.00) of the amendment amount.

The above referenced Amendment is to compensate Constantine Engineering for the additional final design and construction services for the rehabilitation of Crockett Road and Atlas Road Lift Stations, as well as the decommissioning of Versch Lock Lift Station through the installation of a new gravity sewer pipeline and two (2) force main relocations. It also extends the contract to October 7, 2022, and adds the following Sub-Consultants: Howard Engineering, Terracon Consultants, and K&P Engineering.

The revised contract price including Amendments 1 - 4 is \$351,954.00.

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 62,500.00
Amendment #1	\$ 0.00
Amendment #2	\$ 0.00
Amendment #3	\$ 0.00
Current Contract Total:	\$ 62,500.00
This Change Amendment #4: (cost increase; scope revision)	\$289,454.00
Revised Contract Price:	\$351,954.00

ATTACHMENTS:

- SS7462 CA #4 Legal Approved (PDF)
- SS7462 Final Schedule (PDF)
- SS7462 OBO CO Amendment (PDF)
- SS7462 Map (PDF)

Investigation of Crockett Road, Atlas Road, and Versch Lock Lift Stations
 Project Number: CIP SS7462
 RFQ011-16-17-NMJ
 Constantine Engineering

June 25, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Constantine Engineering (Engineer) dated November 13, 2018 (Agreement) to increase the funding; extend the contract to October 7, 2022; include additional subcontractors; and, revise original scope to include final design, permitting, and construction.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$62,500.00
Amendment #1	\$0.00
Amendment #2	\$0.00
Amendment #3	\$0.00
Current Contract Total:	\$62,500.00
This Change Amendment #4: (cost increase; scope revision)	\$289,454.00
Revised Contract Price:	\$351,954.00

This Change is Acceptable:

Name of Firm

Constantine Engineering

City of Columbia

Office of the City Manager

 Print Name

 Teresa Wilson, City Manager

 Signature

 Signature

 Date

 Date

 Witness

City of Columbia:

By:

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

 Date

By:

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

 Date

By:

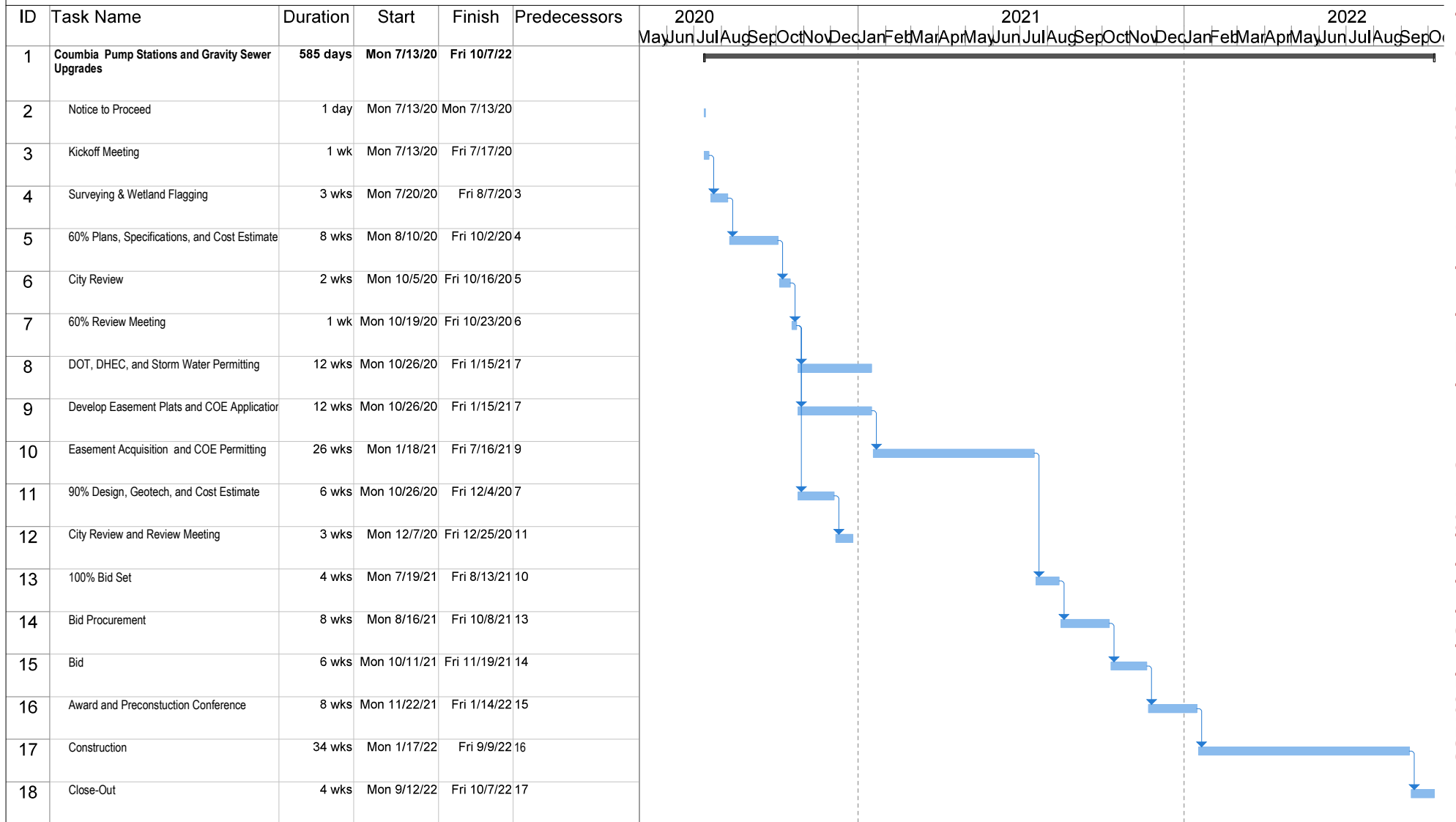
 Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

 Date

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

Rehabilitation of Crockett Road and Atlas Road Lift Stations and Replacement of Versch Lock Lift Station with Gravity Sewer (4/28/20)



OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment is 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.

Original Project Contract Amount: \$62,500 Original Protégé Amount: \$12,500

MPP Project #/Name: SS7462 Rehab of Crockett Road & Atlas Road Lift Change Order #: 4 (Ex: 01, 02)

Station & Replacement of Versch Lift Station with Gravity Sewer

Change Order/Amendment Amount: \$289,454

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

The proposed change order/Implementation Plan Addendum is necessary to perform engineering services through final design and construction because the original contract only included preliminary design services. Therefore, this increase in project scope requires additional funding.

Change Order/Amendment Type (Please check all that apply):

1. ☐ **No Cost** (Please sign and return form if no cost)
2. ☐ **Time Extension**
3. ☒ **Funding Increase** – (Please continue on to questions 3 A & B below)

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

- Amount of Change Order/Amendment to be received by the protégé: \$ 57,891
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Assist with design and construction administration services

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

N/A

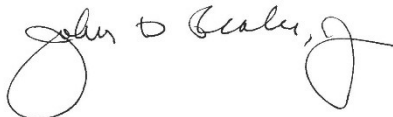
Attachment: SS7462 OBO CO Amendment (6041 : Constantine Engineering, Inc. SS7462 CA#4 Crockett Road, Atlas Road and Versch Lock Lift

4. Revised scope of work (If scope of work has changed, please indicate the changes in detail below):

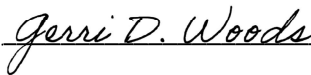
--Design phase
 --Survey and utility mapping
 --Property research and easement exhibits
 --Geotechnical investigation
 --Final design
 --Permits
 --Bidding and award
 --Services during construction
 --Project closeout
 --Additional services

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 The Constantine Group, Inc. (Mentor Firm) this 5 day of May, 2020.

By:  Title: Vice President

EXECUTED by Rohadfox Construction Control Services, Inc. (Protégé Firm) this 6 day of May, 2020.

By:  Title: Sr. Executive Vice President

OBO Statement for the change order/amendment:

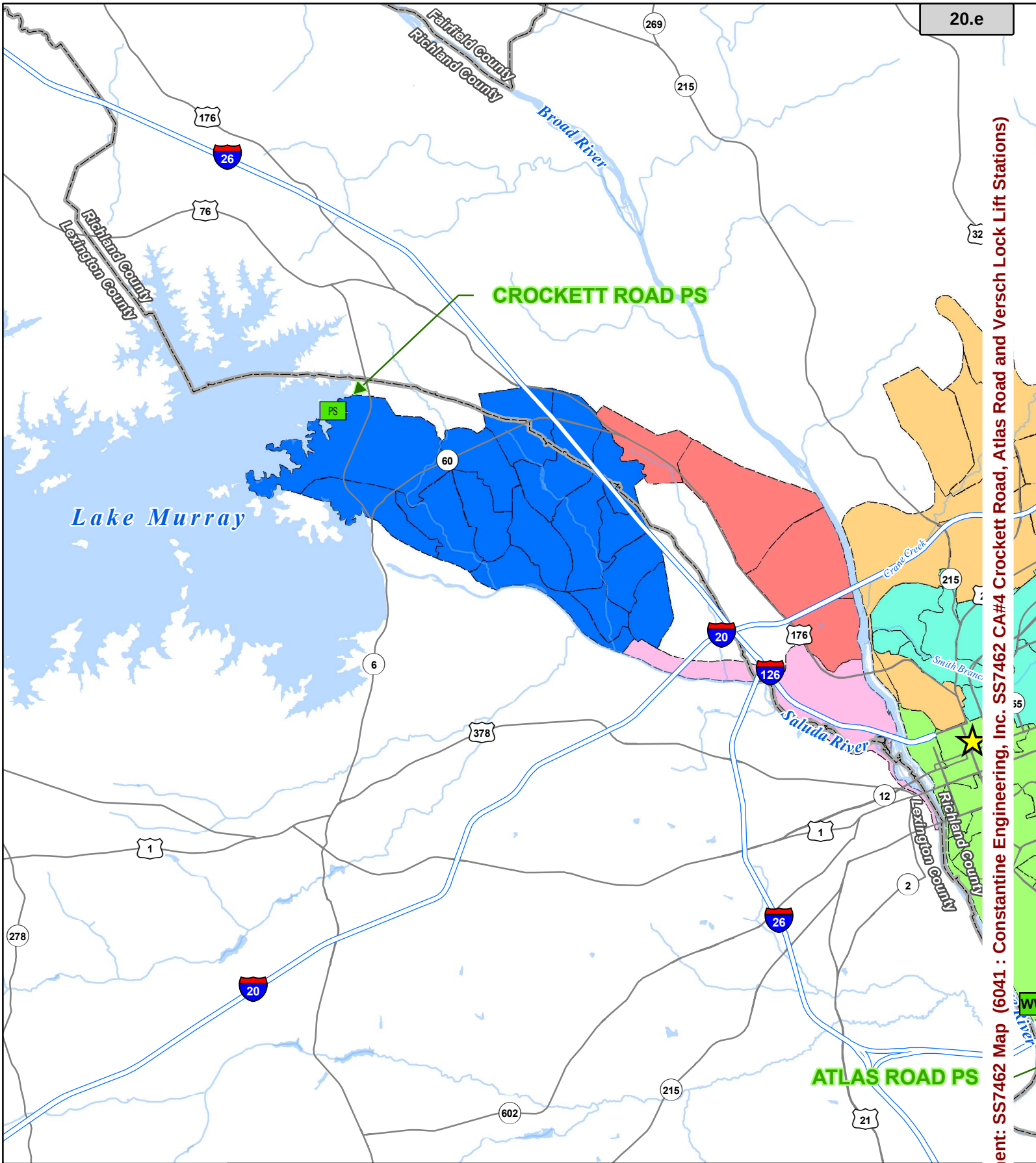
OBO has reviewed this time extension and funding Increase contract amendment. The original project contract amount was \$62,500.00, the original amount received by the protégé was \$12,500.00 or 20% of the original contract amount. The revised project contract amount to include, previous change orders and current change order is \$351,954.00. The protégé will receive \$70,391.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
15 day of May, 2020.

By:  Title: Program Compliance Specialist

Per the MPP Guidelines: The Mentor will maintain the Protege's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.

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



Attachment: SS7462 Map (6041 : Constantine Engineering, Inc. SS7462 CA#4 Crockett Road, Atlas Road and Versch Lock Lift Stations)

Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia

PCR: 7/17/2018
CW2020 Master/Production Maps/ProjectLocation Maps/CIP/SS7462

- ★ City Hall
- WWTP Metro WWTP
- PS Sewer Pump Station

- Broad River
- Crane Creek
- Gills Creek
- Rocky

Basin Boundaries



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract for Project SS750603; Gills Creek at Devine Street Sanitary Sewer Replacement. Award to Hammerhead Utilities, LLC in an amount not to exceed \$921,518.40, which includes contingency. This firm is located in Columbia, SC.

REQUISITION NO.: R204028

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 2015 Flood Recovery / FEMA Grant Control (2539999-SS750603-638400). The original budget amount is \$1,000,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a FEMA project for 2015 Flood Recovery.

Hammerhead Utilities, LLC of Columbia is the prime contractor and will be performing sanitary sewer replacement at 76.7% (\$642,244.00) of the total contract value.

The following subcontractors will be providing the following services:

Hammer Construction, a Minority Business Enterprise (W) of Columbia, SC, will be providing concrete placement and restoration at 3.8% (\$32,000.00) of the total contract value.

Sandlapper Surveying of Gilbert, SC will be providing surveying at 0.4% (\$3,500.00) of the total contract value.

Xylem Inc. of Summerville, SC will be providing bypass pumping at 19.1% (\$160,000.00) of the total contract value.

There were three (3) responsive and responsible bids submitted under Bid#059-19-20-DS. The total construction time allocated for this project is two hundred forty (240) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

The project scope of work includes: The construction of approximately 570 LF of new 8" PVC sanitary sewer along Gills Creek near the intersection of Devine Street and Rosewood Drive. The new sanitary sewer line will begin at existing Manhole 24306 and end at new Manhole 05257. The project includes two new manholes, rehabilitation of one manhole, a jack and bore crossing under Gills Creek, temporary sanitary sewer flow control, demolition, erosion control, accessories and other associated appurtenances.

Base Bid	\$837,744.00
Contingency 10%	\$ 83,744.40
Total (Not to Exceed)	\$921,518.40

ATTACHMENTS:

- SS7506 Gills Creek Agreement Legal Approved (PDF)
- Attachment 2 Bid Tabulation & Pg.1 of Solicitation (PDF)
- Attachment 4 Hammerhead Utilities BIR form (PDF)
- Attachment 3 Gill Creek PM Letter and Site Map (PDF)

Contract

City of Columbia, South Carolina

CIP # SS7506-02

Gills Creek at Devine Street Sanitary Sewer Replacement FEMA

BID059-19-20-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **HammerHead Utilities, LLC** with legal address and principal place of business at **11701 Broad River Road, Chapin SC 29036**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred ten (210)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **two hundred forty (240)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Eight Hundred Thirty-Seven Thousand, Seven Hundred and Forty-Four Dollars and Zero Cents (\$837,744.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be

on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete as determined for both periods of substantial completion and final completion.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the

General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Record of Negotiations.

9.2.6 Performance and Payment Bond.

9.2.7 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers" of the City of Columbia's Engineering Regulations.

9.2.8 Special Provisions.

9.2.9 Technical Specifications.

9.2.10 Site Map.

9.2.11 FEMA Terms and Conditions.

9.2.12 Drawings, numbered G01 - G03 and C01 - C06, inclusive and dated February 2020 (and Revised April 23, 2020).

9.2.13 Addenda numbers 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

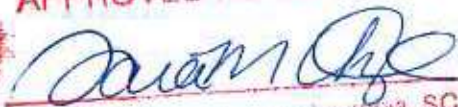
Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

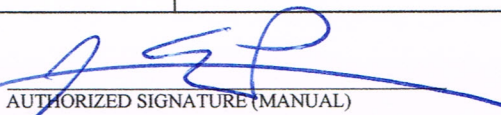
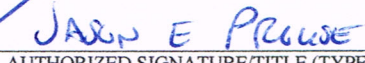
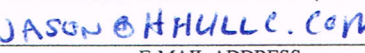
Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM

 Legal Department, City of Columbia, SC

Event Number	BID 059-19-20-DS Addendum 2	Organization	City of Columbia, SC
Event Title	Gills Creek at Devine Street Sanitary Sewer	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Debbie Scott
Event Type	IFBs	Email	Debbie.Scott@columbiasc.gov
Issue Date	5/20/2020 02:00:01 PM (ET)	Phone	
Close Date	6/10/2020 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
HammerHead Utilites, LLC	Columbia	SC	6/10/2020 09:07:04 AM (ET)	2	\$837,744.00
Shady Grove Construction, LLC	Irmo	SC	6/10/2020 09:11:12 AM (ET)	2	\$1,750,002.00
DS Utilities Inc	Little Mountain	SC	6/9/2020 03:17:02 PM (ET)	2	\$2,540,250.00

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

Submit Responses Online using the City of Columbia's online bidding system, https://columbiasc.ionwave.net Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT
Date: May 20, 2020	Bids will be opened at 9:30 A.M. ET on 06/10/20 and may not be withdrawn within 120 days after such date and time.
BID059-19-20-DS	
Bid Title: Gills Creek at Devine Street Sewer Replacement FEMA (SS7506-02)	
Vendor: HAMMERHEAD UTILITIES, LLC	
Vendor Mailing Address: PO Box 9614	
City-State-Zip: COLUMBIA, SC 29290	
Telephone No: 803-783-7033	
Fax No: 803-783-7035	
South Carolina General Contractor License Number: G118967	
General Contractor DUNS Number:	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.	
 AUTHORIZED SIGNATURE (MANUAL)  AUTHORIZED SIGNATURE/TITLE (TYPED)  E-MAIL ADDRESS General Conditions Electronic Bids: All bids must be submitted online at https://columbiasc.ionwave.net. Bids not submitted on the https://columbiasc.ionwave.net system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected. 1. EXECUTION OF BID: Bid must be submitted online by an authorized representative. 2. NO BID: If not submitting a bid, respond by indicating no-bid using https://columbiasc.ionwave.net and explain the reason in the space provided for comments. 3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that its bid is submitted. Bids which for any reason are not submitted timely will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of https://columbiasc.ionwave.net. Bid tabulations will not be provided by telephone. 4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of error calculating extended price, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate. E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City's Purchasing Agent.	

BID059-19-20-DS Gills Creek at Devine Street Sewer Replacement FEMA (SS7506-02)

Page 33 of 59

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, 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 LOCATION	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)
HAMMER CONSTRUCTION	COLUMBIA, SC	CONCRETE PLACEMENT + RESTORATION	\$32,000	3.62 %	MBE WBE	AF
SANDLAPPER SURVEYING	GILBERT, SC	SURVEYING	\$3,500	0.42 %		
XYLEM, INC	225 FARMINGTON RD SUMMERVILLE, SC 29486	BYPASS PUMPING	\$160,000	19.10 %		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 195,500.00

TOTAL CONTRACT AMOUNT: \$ 837,734.00

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

Business Name: HAMMERHEAD UTILITIES, LLC

Representative Name/Title: JASON PROUSE, CFO

Date: 6-10-20



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

June 29, 2020

Ms. Debbie Scott
Contract Procurement Specialist
City of Columbia – Department of Procurement & Contracts
1800 Main St., 2nd Floor #210
Columbia, SC 29201

Re: Bid Evaluation and Recommendation of Award
Bid# 059-19-20-DS
SS750602 Gills Creek at Devine St Sewer Replacement

Dear Ms. Scott,

Based on the bid tabulation review of the responsive bidders you provided on June 10, 2020, HammerHead Utilities appears to be the lowest responsible bidder. Therefore, we recommend that Procurement & Contracts award the contract to Hammerhead Utilities at their bid amount of \$837,744.00. A 10% owner's contingency of \$83,774.40 should be included for potential unknown conditions that could be discovered during construction. This would represent a total anticipated project amount of \$921,518.40.

Please note that HammerHead Utilities should have it noted in their contract to perform the substituted pneumatic hammer (in lieu of jack & bore) work underneath Gills Creek in line with Black & Veatch's email dated June 29, 2020 and attached with this letter.

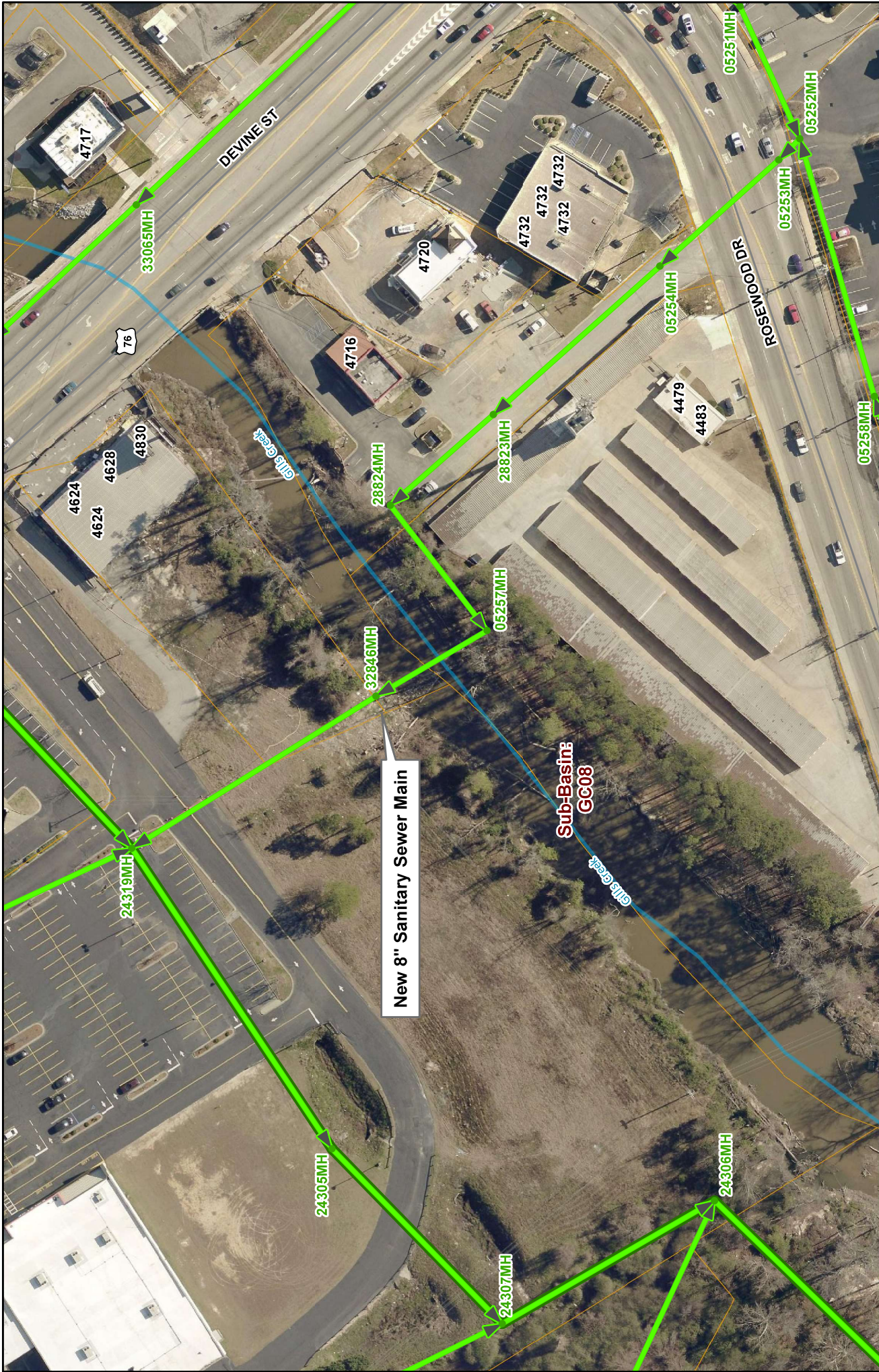
Please let me know if you have any questions.

Best Regards,

L. Maxwell Morgan, III, P.E.
Project Manager

ColumbiaSCWater.Net





SS750603 Gills Creek Sewer Replacement Project

1 inch = 100 feet

Legend

- Sewer Manholes
- Sewer Gravity Mains
- Sewer Gravity Mains (>= 15")
- Tax Parcels
- Basin Boundary

21.d

Attachment 3 Gill Creek PM Letter and Site Map (6031 : Gills Creek at Devine Street Sanitary Sewer Replacement FEMA (SS7506-))

Packet Pg. 578



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7535; Olympia Sanitary Sewer Rehabilitation & Relocation Project, as requested by Columbia Water. Award to Michael Baker International, Inc. in the amount of \$1,082,895.00. This firm is located in Columbia, SC.

REQUISITION NO.: R204813

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects Olympia Sewer Rehab/Reloc (5529999-SS753501-658650). The original budget amount is \$1,082,895.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Michael Baker International, Inc. of Columbia, SC is the Mentor and will provide project administration, field reconnaissance, survey, mapping, and construction administration services at 51.6% (\$558,394.00) of the contract value. Highfill Infrastructure Engineering, PC of Lexington, SC is the Protégé and will provide engineering services at 20.0% (\$216,896.00) of the contract value.

The following subconsultants will provide additional services:

Case Consulting, a Minority Business Enterprise of West Columbia, SC, will provide construction and project administration services at 2.0% (\$21,450.00) of the contract value.

GEL Solutions, LLC, of Charleston, SC will provide subsurface utility engineering services at 6.6% (\$71,000.00) of the contract value.

Hydrostructures of Cayce, SC will provide closed circuit television and sanitary sewer evaluation survey at 2.3% (\$25,000.00) of the contract value.

F&ME Consultants, LLC of Columbia, SC will provide geotechnical services at 7%

(\$75,405.00) of the contract value.

Steadman & Associates of Columbia, SC will provide surveying services at 10.6% (\$114,750.00) of the contract value.

There were (20) responses to solicitation RFQ011-16-17-NMJ Major/Minor Wastewater Collection System Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 1000 - Project Closeout

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- FinalAgreement.SS7535OlympiaSanitary (PDF)
- Location Map.SS7535OlympiaSanitarySewerRehab.MBI (PDF)

Michael Baker International, Inc.
SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ for Category II Minor Wastewater Collection System Projects.

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 Michael Baker International Inc., (hereinafter referred to as the "Consultant"), to provide technical consultant for the evaluation, rehabilitation or replacement of 6,000 LF of SS pipe within the defined area of Olympia Mills 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.

Michael Baker International, Inc.
SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project

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 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 i.e. One Million Eighty-Two Thousand, Eight Hundred Ninety-Five Dollars and No/100 (\$1,082,895.00).

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 E 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.

Michael Baker International, Inc.
SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project

C. Invoicing Procedure (See Exhibit F)

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the 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 sworn statement that it has complied with the prompt payment requirements. The Consultant

Michael Baker International, Inc.
SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project

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.

Michael Baker International, Inc.
SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>2</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

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

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party

Michael Baker International, Inc.
SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project

beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit I.

8. INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant 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.

Michael Baker International, Inc.
SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

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

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

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

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;

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- 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.

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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

Michael Baker International, Inc.

Name: John Walsh
Title: Project Manager
Address: 700 Huger Street
Columbia, SC 29201
Phone: (803) 254-2211
Fax: (803) 231-3849
Email: kyle@crager@mbakerintl.com

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

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

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- 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 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

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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 failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of 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

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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.

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- 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

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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, Prime Business Information Statement, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness	Teresa Wilson, City Manager	Date: _____

MICHAEL BAKER INTERNATIONAL, INC.

Print: Name/Title	Signature	Date: _____

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APPROVED AS TO FORM



Legal Department City of Columbia, SC

6/30/20

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Prime Business Information Statement

Exhibit E – Subconsultants/Subcontractor Business Information Record

Exhibit F – Invoicing Procedures

Exhibit G - Prompt Payment Affidavit

Exhibit H – Location Map

Exhibit I – MMP Implementation Plan

EXHIBIT A SCOPE OF SERVICES

CITY of Columbia CIP # SS7535 Olympia Sewer Relocation & Rehabilitation

The services performed by Michael Baker International (CONSULTANT) as a part of this project include providing technical engineering support to the CITY of Columbia (CITY) for a Sewer System Evaluation and Engineering Design along with Construction Drawings, permit coordination, and Construction Support Services of a portion of the CITY's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs). The investigations are intended to identify structural, operations and maintenance, and infiltration and inflow (I/I) related problems in the existing sewer trunk lines (05475MH to 33713MH and 05409MH to 27280MH). The Engineering Design will include rehabilitation/relocation of the above referenced trunk lines and a new collection system located in the existing streets' Right of Way to be connected to the trunk lines; all existing sanitary sewer laterals will be tied to the new collection pipes. The intent of this project is to meet the requirements of the Continuing Sewer Assessment Program (CSAP) and the Infrastructure Rehabilitation Program (IRP) which are components of the Consent Decree under which the CITY is performing this work.

In this scope and all associated attachments, the CITY and OWNER are synonymous. The term CONSULTANT refers to the firm performing the field services (ENGINEER OR SUBCONSULTANT) during the study and design phase. Contractor refers to the construction contractor during the construction phase in this scope.

The project area is identified in **Exhibit C**.

The project includes the collection of data for a portion of the CITY's collection system infrastructure for use in determining rehabilitation and replacement needs.

This Scope of Services specifically includes all the work outlined in the following specification sections (also attached as Exhibit E):

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

This project includes implementation of subsequent sewer system rehabilitation to address high priority problems that may lead to SSOs. This includes correcting structural and maintenance related defects and correcting sources of I/I. The rehabilitation implementation tasks include design of the rehabilitation of the sewer trunk lines and design of a new collector system, permit coordination, bidding services, construction Quality Assurance observation, and general services support during construction of the sewer rehabilitation and new construction, including project closeout.

The specifications and all associated requirements in Exhibit E shall apply throughout this Scope of Services, even if not specifically referenced. CONSULTANT to determine with OWNER where specific tasks within the specifications fall into the overall Scope of Service if not clearly defined.

The asset naming conventions are defined in the specifications. Please coordinate with the CITY before beginning work to verify naming conventions to be used throughout the project.

Task 100 – Project Management and Administration during Assessment, Design and Bidding

110 General Project Administration

CONSULTANT will manage the efforts of its project team members and sub-CONSULTANTS by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration, CONSULTANT will:

- Participate in design review and construction progress meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to CONSULTANT's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Provide monthly progress reports.
- CONSULTANT will invoice monthly and include amounts invoiced by sub-CONSULTANTS in accordance with the CITY's invoicing procedures.
- Project Administration will terminate at the completion of Task 700.

120 Coordination Meetings

Throughout design of the project, CONSULTANT will maintain regular contact with the CITY's staff. This is assumed to be 25 months for 30 meetings after the kickoff meeting. Progress meetings include:

- Monthly Progress meetings with CITY's Project Manager (24 meetings)
- Up to 6 utility coordination meetings during design (Task 240 & 520)

130 Project Management & Coordination with the CITY

- CONSULTANT will communicate with the CITY through a single point of contact, CONSULTANT's Project Manager.
- CONSULTANT will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- CONSULTANT will adhere to and update schedule as shown in Attachment C.
- CONSULTANT will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- The CONSULTANT shall be responsible for the implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. The CONSULTANT'S plan includes the following efforts:
 - CONSULTANT shall coordinate with the CITY to hold an initial public meeting at the completion of the PDR. The intent of this meeting will be to provide project information as well as sign up residents for CITY survey permission requests.
 - CONSULTANT shall coordinate with the CITY to hold a second public meeting at the completion of the 90 percent design milestone and the completion of easement exhibits. The intent of this meeting will be to provide project updates as well as sign up residents for CITY permanent and temporary construction easements.
- CONSULTANT shall name a single point of contact (SPOC) for Public Outreach efforts. This contact will be responsible for maintaining CITY customer interactions through the project. The SPOC will be responsible for impromptu meetings with land owners, fielding phone calls, responding to public questions, including those submitted to the CITY's Customer Care department, and serve as an extension of the CITY's public relations for the duration of the project. The SPOC will maintain a log of all interactions to be provided to the CITY as suitable intervals through the project.

150 Mentor-Protégé Program

CONSULTANT will provide the following in compliance with the CITY of Columbia's Mentor-Protégé Program:

- CONSULTANT will establish a Mentor-Protégé Agreement with HIGHFILL Engineering
- CONSULTANT will update the existing Mentor-Protégé Business Plan per the "CITY of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the CITY of Columbia for approval.

- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the CITY of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Meeting Summary for the pre-bid meeting
- Agenda and Meeting Summary for twenty-four (24) monthly progress meetings
- Meeting Summaries, with CITY review comments, from the two milestone review meetings
- Eight (8) Quarterly Mentor-Protégé Program Reports

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

210 General Data Collection, Field Recon and Coordination

- CONSULTANT will coordinate with the CITY to obtain existing utility mapping in the project area.
- CONSULTANT will obtain county tax map records for identifying property potentially affected by the project.
- CONSULTANT will obtain SCDOT, County and CITY maps for road and street right-of-way information.
- CONSULTANT will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed new sewer.
- CONSULTANT will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table-top type route analysis.
- Field Reconnaissance and Order of Operation):
 - The CONSULTANT shall first review all CCTV on existing lines recommended for rehabilitation previously collected and provided to MBI by the CITY of Columbia. These lines include approximately 6,000 LF of existing gravity sewers understood to be as shown on Exhibit C (05475MH to 33713MH and 05409MH to 27280MH). Upon review of this data, we will scope any needed new CCTV efforts for the purpose of covering any gaps in data in the sections of line scheduled for rehabilitation. It is anticipated that a field CCTV effort will be needed for all 6,000 LF for the

purpose of inspecting existing laterals in the sections of pipe scheduled for rehabilitation. The exact quantity of mainline CCTV needed during this phase will be established upon completion of review of existing data. For this reason, all planned CCTV efforts are budgeted on a unit price basis. The CONSULTANT agrees to issue an update to the CITY regarding the potential magnitude of CCTV efforts needed prior to releasing sub-CONSULTANTS for field work.

- Simultaneous to the CCTV effort, CONSULTANT will perform the table top analysis, field reconnaissance will be conducted on the identified routing alternatives for the proposed sewer relocations. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
- CONSULTANT will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, CONSULTANT will proceed with routing analysis for the proposed sewers as well as any potential reroutes of the existing trunk lines scheduled for rehabilitation. Location options for the relocated portions of new sewers as well as any relocated sections of the trunk sewers will be provided in the PDR. Routing analysis criteria shall include, at a minimum, the Design Criteria listed in Task 250.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, CONSULTANT will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required. These agencies include:
 - Richland County
 - South Carolina Department of Health & Environmental Control (SCHDEC)
 - South Carolina Department of Transportation (SCDOT), if applicable.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final layout selection, CONSULTANT will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- CONSULTANT will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the CONSULTANT and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable long-term solution.
- CONSULTANT will design the new gravity line in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the CONSULTANT will prepare an opinion of probable construction cost and update the project schedule. The cost opinions of the various alternatives will be included in the PDR.

270 Sanitary Sewer Evaluation Survey (SSES)

- Any SSES performed under this task will be for new efforts to augment previously collected data. As discussed in Task 210, the CONSULTANT will first review all SSES/CCTV data in the sections of trunk lines scheduled for rehabilitation for data gaps. Any new data collection efforts will be performed under this task and incorporated into the PDR.
- The sewer assessment to be conducted as a part of this project shall include manhole inspection, CCTV, along the existing sewer trunk line pipes scheduled for rehabilitation within the project area and all manholes associated with these pipes. CCTV inspection will be conducted on all CITY-owned pipes connecting to these manholes. It is estimated that the project area contains approximately 66 manholes associated with pipes that are proposed to be retained/rehabilitated, and 6,000 linear feet of sewer main that are proposed to be retained/rehabilitated. The CONSULTANT and all associated contractors are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.
- Information from all field inspections will ultimately be stored in the CITY's existing data management system. To facilitate this, during the course of the project, the CONSULTANT shall store and manage the data in accordance with the specifications. At the conclusion of the project, all data shall be submitted in a digital format following the requirements of the specifications and utilizing the electronic database formats given in the template files provided as part of various data collection specifications.
- A brief summary of the technical requirements for the listed field inspection and testing work is provided below. Further information on each evaluation method is provided in the specifications.
 1. **Gravity Sewer System Manhole Inspections** – Manhole inspections will be performed to verify the accuracy of the available mapping and to provide an opportunity for the mapping to be updated to reflect actual field conditions. This allows for field crews performing rehabilitation and/or replacement work to

begin working more quickly and eliminate confusion regarding system connectivity, identification numbers, etc. Manhole inspections also evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation recommendations.

Under this Scope of Services inspection crews will locate, open, and visually inspect approximately 66 manholes in the project area at the unit price noted in the fee schedule. The condition of the manholes will be assessed and an inspection report will be completed in accordance with the requirements set forth in the specifications.

Every reasonable effort shall be made to locate and inspect all manholes along the trunk lines. Individual manholes that cannot be found within 15 minutes should be sent to the CITY through the CITY Project Manager for assistance in locating these manholes. A GIS map with an aerial of the manholes that could not be found should be provided to the CITY. Additional manholes found during inspections over the amount estimated in the scope will be paid for out of client controlled contingencies.

If manholes in the area of the scope of work are found to be owned by an entity other than the CITY, field work should stop in this area and the CONSULTANT should coordinate with the CITY on how to proceed. At a minimum the GIS shall be updated to designate a different owner other than the CITY, as defined in the specifications.

Inspection crews will be expected to follow all reporting requirements and fill out all reporting forms listed in the NASSCO MACP handbook for Level 2 inspections.

Using this preliminary pipe survey information, pipes will be prioritized using the NASSCO Pipeline Assessment and Certification Program (PACP) system in a separate PACP database for zoom inspections. Any PACP codes assigned using zoom camera results will be noted as such as detailed in the specifications as the NASSCO standards were developed for CCTV inspection work. Pipes will also be identified as either

- a. satisfactory
- b. needs cleaning/root treatment
- c. needs further inspection, or needs repair/rehabilitation

Upon the completion of manhole inspections, a complete list of all manholes that were not found will be provided to the CITY in excel format, along with the reasoning, and loaded into SharePoint. This list will support the removal of manholes in the GIS that were found to not exist, or to help direct the CCTV either during design or construction (depending on the criticality and other factors) in order to find manholes that could not be found for other reasons (such as deep burial) to make the mapping as complete and accurate as possible.

CITY Project Manager and maintenance personnel will be notified of any defects needing immediate attention.

2. **Sanitary Sewer Television Inspection-** The CONSULTANT shall submit the CCTV plan for the primary trunk sewers to remain or be refurbished to the CITY for review and approval prior to proceeding with the CCTV. CCTV inspection shall consist of digital video recordings, digital photos and a NASSCO PACP database. Inspection logs shall also be provided. This scope assumes that all of the trunk sewer lines (6,000 linear feet) will be CCTV inspected at the unit price noted in the fee schedule. All sewers shall be cleaned before performing CCTV. This scope assumes that 10 percent of the sewer lines (600 linear feet) will require heavy cleaning (as defined in the specifications) before performing CCTV.

Manholes that could not be located, lines that seem to dead end, or other miscellaneous issues will be field investigated further during the construction phase of the project in order to provide the CITY with mapping as accurate as possible of the existing system.

- Defect tabulations shall include a quantification of structural defects and maintenance defects for manholes and. This task shall include preparation of a summary of identified sources of I/I to the sewer system organized by sub basins, or portions of sub basins, that indicates the specific types of defects found and the estimated quantity of I/I. This information shall be provided electronically to the CITY in a format that the CITY requires. Criteria for point repairs shall be developed jointly with the CITY and defects requiring point repairs shall be identified.
- For the trunk lines and associated manholes, each pipe shall be assigned an overall rating using the PACP quick score method and modified as directed by the CITY. Each manhole will be assigned an overall rating using the MACP quick score approach, as described in the scoring system to be provided by the CITY. The CONSULTANT will recommend assets for rehabilitation based on criteria developed jointly with the CITY. Criteria will include the structural and maintenance levels and other criteria that may increase priority including but not limited to: input from operations and maintenance staff, proximity to creeks, 100-year floodplain, historical SSOs, critical crossings such as major roadway, aerial and above ground crossings, railroad crossings, high profile areas, areas where force mains enter the system, and lines under or near buildings. The rating results shall be included in the draft PDR and also submitted separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Pre-Rehabilitation Condition Rating.
- The recommended rehabilitation approach will be determined based on the SSES information. The CONSULTANT is to evaluate multiple rehabilitation methods and make recommendations based on cost and other factors such as O&M, community impacts, CITY standards, etc. Information required for rehabilitation design will include pipes to be lined, pipes to be relocated, pipes to be burst, a list of sags observed, required point repairs, service lateral repairs,

manholes requiring lining, and other manhole and pipeline rehabilitation work as required

280 Preliminary Design Reviews

- CONSULTANT will prepare a report of findings and recommendations for review by the CITY.
 - CONSULTANT will conduct a draft PDR/replacement alternative progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
 - CONSULTANT will convene a final PDR/replacement alternative meeting with the CITY to present the results of the study and solicit feedback on the recommended alternative.

290 Preliminary Alternative Analysis and Engineering Report

- Upon approval by the CITY, CONSULTANT will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30-percent overall project completion review.
- After the completion of the Final PDR, CONSULTANT will provide the CITY copies of the report and meet with the CITY to review findings. Documentation of the review will be provided to the CITY by the CONSULTANT.

295 Data Management

Data management is an imperative aspect to any successful SSES. A centralized project database will be created to organize and manage the collected information, and will be imported into the CITY's GIS system. The data management task will include the following activities:

1. **Review and Update Existing Asset Information (GIS Mapping and System Connectivity)** – CONSULTANT to review and update existing GIS and provide updated information per specifications.
2. **Review of System Condition Information** – CONSULTANT will collect and review historical SSO information for the project area and will interview CITY operations staff for help in identifying problem areas. The CONSULTANT will conduct a field visit (windshield survey) of the project area to become more knowledgeable about the existing site conditions. Priority for the initial field visit shall be given to system components that include, at a minimum, pipes within close proximity to potentially inundated water bodies, pipes within the floodplain, and critical areas such as major road crossings, aerial crossings, and railroad crossings.
3. **Data Quality Control Review** – CONSULTANT will utilize the CITY approved database software and management tools to perform quality control and review of all data collected during the project. CONSULTANT to follow quality control

and continuity check requirements as specified in the specifications, in particular Section 00313 GIS Database Update for SSES Projects. Documentation of compliance with this plan is to be submitted with each milestone submittal (PDR, 60 percent, 90 percent, Final).

CONSULTANT shall submit ~~Smoke Testing, Dye Testing~~, CCTV, Manhole Inspection databases, GIS updates and associated data (including digital photographs, videos, and any other associated records) monthly or agreed upon schedule by the CONSULTANT and OWNER to the OWNER after a full Quality Control review. See specifications for additional information on these submittals. If the CITY determines through the Quality Control review that minor changes need to be made to the submittal, the CITY will only compensate the CONSULTANT for up to 75 percent of the value of the work invoiced with the remaining 25 percent paid upon the CITY's final acceptance of the submittal. The CITY will not pay for any rework.

OWNER to be provided with a final external hard drive by the CONSULTANT with the first monthly submittal to allow for subsequent monthly data submittals to be loaded throughout the project. Final external hard drive refers to the master hard drive that will be large enough to store all of the data collected for the duration of the project, and will become property of the OWNER upon completion of the project.

The CONSULTANT shall compile and submit to OWNER a sample complete database submittal and all associated data for detailed review before the first monthly data submittal. See specifications for additional information on the sample submittal and other submittal requirements.

CONSULTANT shall keep a digital log in either Excel or database format on SharePoint tracking all submittals received by CONTRACTOR, and all submittals made to OWNER. This shall include at a minimum:

Date received from CONTRACTOR, date of submittal to OWNER, what is included in submittal (this must be clear so that at the end of the project when all of the submittal data is loaded onto one drive each submittal can be clearly identified based on this information-this should include the type of information (i.e. videos, photos, etc.), and the associated areas and assets being included as defined in each database).

Upon conclusion of each type of testing/inspection the CONSULTANT shall submit a full final database and all associated data and files to the CITY to ensure completeness and allow for review before deeming them FINAL. Final database shall be submitted no later than the date of submittal of the draft Preliminary Design Report.

299 Task 200 Deliverables

- Memorandum to CITY to quantify field effort for concurrence prior to releasing work.

- Draft and Final Preliminary Design Report
- Meeting materials and notes for utility and regulatory agency meetings
- SSES Database on an external hard drive

Task 300 - Survey, Sewer Assessment and Utility Mapping

310 Field Survey

- CONSULTANT shall coordinate with CITY to send survey notification letters. CONSULTANT to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2011), International Foot
- Vertical datum shall be: NAVD 88
- The CONSULTANT intends to survey this project in two phases (A&B). First the CONSULTANT will perform survey within the limits of public right of way for the project area indicated in Exhibit 'C'. Phase A will also include survey along the lines scheduled for rehabilitation. This effort will require access to approximately 17 private properties. Phase B of the survey will perform survey within the limits of private property as needed to facilitate lateral reconnection to the proposed relocated sewer system. The following survey will be collected during Phase A:
 - The CONSULTANT's surveyor will complete field surveying for the project area indicated in Exhibit C limited to within R/W as well as the private properties necessary to properly survey the existing trunk lines schedule for rehabilitation. Relevant visual or physical features along the routes will be surveyed including significant, "specimen" or hardwood trees 12 inches in diameter and larger in fair or better condition, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. CONSULTANT's surveyor shall recover existing horizontal control monuments and establish GPS control points along the anticipated pipeline alignments. CONSULTANT's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. CONSULTANT's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals.
 - Locate both horizontally and vertically (where appropriate) all exposed structures, land features, property corners (as found), marked utilities, etc.,

such as, but not limited to, location of paved roads and driveways (w/type identified); sewer cleanouts, stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature. Additionally, the surveyor will identify existing structure Finished Floor Elevations (FFE) within an accuracy of +/-0.5' remotely without requiring access to private property.

- All underground utilities as identified and marked in the field by the local utility locating service or the CONSULTANT's Subsurface Utility Engineering sub-CONSULTANT shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the CONSULTANT's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The CONSULTANT's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the CONSULTANT's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.

The following survey will be collected during Phase B:

- The CONSULTANT's surveyor will complete field surveying for the private properties impacted by the proposed sewer relocations. This phase will be limited to the property survey necessary to facilitate lateral reconnection. Relevant visual or physical features along the new lateral routes will be surveyed including exact finished floor elevations (FFE), significant, "specimen" or hardwood trees 12 inches in diameter and larger in fair or better condition, sewer cleanouts, rock outcroppings, structures, fences, landscape features, etc. and will make detailed records for inclusion in field survey files. CONSULTANT's surveyor shall recover existing horizontal control monuments and establish GPS control points along the anticipated lateral alignments.

- From the survey data, the survey subcontractor shall prepare final 3-dimensional AutoCAD 2018 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation, along with a 3D surface of the existing topography.

320 Property Research and Easement Exhibits

- In consultation with CITY, the CONSULTANT's surveyor shall survey, research, and prepare all easement descriptions for all required easements that will be required to construct the proposed collector mains and lateral connections. Our preliminary investigations estimate that up to 20 new private property permanent easements will be needed for existing main line rehabilitation efforts. All exhibits shall be prepared in accordance with the standards of the CITY. This Scope of Services is based on preparing up to 20 permanent easement exhibits. A unit price will be established for both permanent and temporary easement exhibits. An amendment will be issued to reflect any changes in the number of exhibits needed after coordination with CITY Real Estate to determine the exact number of easements needed.

330 Utility Mapping

- The CONSULTANT will utilize GEL Geophysics for SUE services to provide utility information along the route of the project to determine utility facility locations and elevations.
- Initial SUE Data Collection (Quality Levels D and C)
 - Collect available utility mapping from known utility owners, public works facilities, and facility owners in the area to develop the Quality Level D project existing utility database.
 - Provide a visual inventory and survey of above-ground infrastructure will be collected. Quality Level C information will include items, such as manholes, valve boxes, fire hydrants, transformers, and other visible above-ground appurtenances. Collected data will be added to the project database to determine the general accuracy and completeness of the Level D data.
 - For Levels C and D, the horizontal limits will be a minimum of five feet outside of the existing rights-of-way (each side) along public roads/rights-of-way (as applicable) and a minimum of 50 feet centered on the proposed sewer line for the remainder of the project alignment. There will be no vertical limit, as Level C and D locations are based on available record drawings, maps, and the position of visible above-ground appurtenances.
- Follow-up SUE Data Collection (Quality Levels B & A)

- Following concurrence from CONSULTANT on areas requiring additional utility location detail, CONSULTANT will collect Quality Level B SUE utilizing GPR & EM technologies for the proposed approximate 11,000 linear feet of new relocated sewers.
- CONSULTANT will paint markings or pin flags in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in order to establish the trend of the line.
- CONSULTANT will then survey markings and flags for the purpose of creating a CAD deliverable to the design team in support of final design.
- Where depth of existing Level B locations appear to be in conflict with proposed sewer pipeline construction, the CONSULTANT will analyze for determination if a Level A pot hole is needed to determine exact depth, material and condition of the utility in conflict.
 - Budgetary estimate for up to fifteen (15) SUE Level A test holes will be included in the cost of the project. Ten (10) locations will be assumed to be in roadway pavement, and/or on-street parking / sidewalk and five (5) in grassed areas for the purpose of establishing a unit price on both. It is further assumed that traffic control will be required for the ten (10) test holes in roadway pavement.
 - The CONSULTANT will survey the locations of the Level A test holes for use in their work.

350 Task 300 Deliverables

- External Hard Drive of any SSES efforts completed under this task.
- 24x36 Hard Copy and digital PDFs of Survey & SUE base mapping.
- Survey file in AutoCAD Civil3D (electronic .dwg file)
- ASCII Text file with surveyed points with point number, locations, elevation, and description
- List of property owners for notification
- Easement Exhibits (20 permanent construction estimated)
- Database of results of any SSES investigations
- SUE-A test reports in pdf format

TASK 400 – Geotechnical Investigation

410 Field Investigation

- CONSULTANT will use F&ME CONSULTANTS, Inc. (FME) for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to twenty-five (25) Standard Penetration soil test borings

will be performed along the preferred routing to determine general soil conditions. Borings will be extended approximately five (5) feet below the planned invert elevation. FME will also perform up to twenty (20) auger probes along up to 5,000 LF of proposed new sewer collector pipe routes. Auger probes will be extended to approximately five (5) feet below the planned invert elevation with at least five (5) of the borings extended to auger refusal if refusal is not encountered above five (5) feet below the planned invert elevation. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project.

- It is assumed that borings will take place within the existing SCDOT and/or CITY of Columbia Right of Way.
- If borings are to be outside of the existing SCDOT and/or CITY of Columbia Right of Way, then permission to conduct surveying and soil borings will be obtained by the CITY. FME and CONSULTANT are responsible for providing a list of properties (with Parcel number, Owner Name & Address, Deed & Plat information) to the CITY in order to obtain permission to access private property.
- Trenchless “bore & jack” pipe installation will be required at six (6) existing roadway crossing locations. An additional SPT boring will be conducted at each “bore & jack” location.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Generally, the target boring depth for SPT borings and auger probes will be five (5) feet below the anticipated pipe invert elevation provided by the CONSULTANT. It is anticipated that rock will be encountered in some locations at or above anticipated invert elevations. Up to fifty (50) feet of rock coring is included to be used at FME’s discretion with concurrence from the CONSULTANT where auger refusal is encountered at or above the planned invert elevation.
- Rock cores may be obtained where auger refusal occurs above the anticipated sewer depth. Rock core samples will be obtained to determine the Rock Quality Designation (RQD) and rock recovery ratio (REC) to define the integrity and density of the rock. If rock coring occurs, then up to ten (10) rock core specimens will be selected for unconfined compressive strength testing.
- Selected soil and rock samples will be tested in a laboratory to determine physical engineering characteristics. Soil testing will be performed on twenty-five (25) soil boring samples to include moisture content, dry grain size, and

Atterberg limits. Rock core compressive strength testing may also be performed, if rock is encountered. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.

- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion drilling
 - Boring location plan
 - Subsurface exploration procedures
 - Encountered soils conditions
 - Subgrade preparation/earthwork recommendations including minimum relative density requirements
 - Anticipated excavation conditions, including difficult excavation and groundwater conditions
- FME will obtain SCDOT encroachment permit required to conduct exploration on SCDOT Right-of-Way. CITY will obtain right of entry for exploration that may be needed on private property.

420 Task 400 Deliverables

- Geotechnical Engineering Report

TASK 500 – Final Design

510 Roadway Coordination (CITY, Town, County, State, Federal)

- CONSULTANT will contact and meet as necessary with CITY, County, State and Federal agencies to determine design parameters for construction of the new transmission line within the roadway rights-of-way.
- CONSULTANT will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- CONSULTANT will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.

- CONSULTANT will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1"=30', 40', or 50' scale as appropriate
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Existing pipe demolition/abandonment
 - By-pass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, CITY procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, CONSULTANT will provide one set of 24"x 36" final bid plans, one set of 11"x17" final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided hard and digital copy of specifications and final cost estimate in hard copy and digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- CONSULTANT will contact and meet as necessary with CITY, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- CONSULTANT will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - Richland County – Stormwater
 - South Carolina Department of Transportation

550 Opinion of Probable Construction Cost and Schedule

- CONSULTANT will submit an opinion of the probable cost for the Project including
construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews.

560 Design Reviews

- CONSULTANT will conduct an Internal Technical Review using the CONSULTANT's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, CONSULTANT will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. CONSULTANT will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, CONSULTANT will make revisions as requested by the CITY. Documentation of the completed reviews will be provided to the CITY by the CONSULTANT. Following the technical reviews, CONSULTANT will make modifications to the construction documents.
- Upon approval by the CITY, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

570 Task 500 Deliverables

- Copy of the CONSULTANT's QA/QC Plan
- The 60% Completion Milestone Design Submittal
- The 90% Completion Milestone Design Submittal
- Opinions of Probable Construction Cost
- The 100% Design Bid Documents

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements. Plats for easement acquisition, if needed, will be provided as an additional service.

620 Permits

- DHEC Permit to Construct assuming existing 4- and 6-inch sewer mains are upgraded to 8-inch lines.
- Land Disturbance Permit: This scope assumes that the new collector sewer mains will be installed in SCDOT Right of Way, therefore coordination with SCDOT MS4 will be required. In addition, the lateral tie-ins of existing sewer services will require a Richland County / SCDHEC land disturbance permit and NOI.
- Wetlands Permit: This scope assumes no wetland delineation and no mitigation will be required.
- Roadway Encroachment Permits (SSES): This scope assumes an SCDOT Encroachment Permit will be required for SSES exploration of the existing trunk lines. The CITY of Columbia personnel or the SSES sub-CONSULTANT (Hydrostructures LLC) will be responsible for filing and maintaining the permit and any necessary traffic control to perform the work.
- Roadway Encroachment Permits: This scope assumes a CITY of Columbia and/or an SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, CONSULTANT will submit for review and approval for an Encroachment Permit by the CITY of Columbia and/or the SCDOT; work with the CITY of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the CITY of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for fees (no fees anticipated).
- Railroad Permits: This scope assumes no railroad crossing will be required for this project.

650 Permit Application Fees:

The CONSULTANT will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$1,500 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Construction Permit - \$350
- Stormwater Permit and Inspection Fees - \$850
- SCDOT Encroachment Permit - \$0
- Other - \$400

This cost will cover all permit fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY

TASK 700 – Bidding and Award

710 Bidding Assistance

- CONSULTANT will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening. CONSULTANT will develop any necessary responses or formal Addenda to the CITY to assist during the bidding phase.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

- CONSULTANT will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

730 Conformed Documents

- CONSULTANT will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The CONSULTANT will provide the CITY and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

740 Task 700 Deliverables

- Pre-bid Conference Agenda
- Addenda/ RFIs during Bidding
- Award Recommendation Letter
- Conformed Documents

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes that the Olympia 05 sewer trunk lines (approximately 6,000 linear feet) will be rehabilitated during construction and installation of

approximately 11,000 linear feet of new collector lines, 58 new manholes, and approximately 330 new sewer lateral lines.

- After award of the construction contract, CONSULTANT will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the utility relocation project will be fifteen (15) months. The CONSULTANT anticipates up to **25 hours** per week of inspection and construction coordination to facilitate contractor progress, assuming 5 working days per week. An increase in the construction schedule may require a Contract Amendment to authorize additional construction-related services.
- CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Services, CONSULTANT shall not supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, CONSULTANT will consult with and advise the CITY and act as its representative during the construction period. CONSULTANT will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through CONSULTANT. On behalf of the CITY, CONSULTANT will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) CONSULTANT will utilize the SharePoint document control system provided by the CITY. CONSULTANT will maintain a complete document file for the project. Documents to be maintained include, but are not limited to, correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - c) Attend a pre-construction meeting that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One (1) pre-construction meeting and fifteen (15) monthly progress meetings have

been budgeted. CONSULTANT will submit meeting minutes of these meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): CONSULTANT will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the CONSULTANT and reviewed with the CITY. CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: CONSULTANT will review testing results of tests required of the contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based upon on-site observations and review of the applications for payment with the accompanying data and schedules, CONSULTANT will review the amounts payable to Contractor on a monthly basis. CONSULTANT will then forward applications for payment to the CITY for payments due to Contractor from SCDOT.

830 Change Management

- Change Orders and Time Extensions: CONSULTANT will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY, CONSULTANT, or the Contractor, and revise Drawings and Specifications occasioned thereby. An

accurate listing of additional costs and credits as a result of change orders will be maintained by CONSULTANT. Upon receipt of a requested change order, CONSULTANT will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Final Inspections: CONSULTANT will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by CONSULTANT.

850 Periodic Construction Observation

- Construction Observation: CONSULTANT's Project Representatives will visit the site to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During CONSULTANT's visits, and on the basis of on-site observations, CONSULTANT will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
- This scope includes site visits for 15 months (65 weeks) at 5 hours weekly by the Project Manager and 20 hours per week by the Project Inspector. If additional site visits are required, this contract will be amended to provide such additional services. Total hours budgeted for Task 850 are 1,625. Should the project, SCDOT, or the CITY require hours in excess of that amount, an amendment will be required.

This Task 850 will be charged hourly and the CITY will be updated by the CONSULTANT on the status of these hours on a monthly basis as part of the monthly status report submitted

during monthly invoicing. This status report will include an updated schedule and project of effort needed to finish the project.

Task 900 – Full Time Construction Inspection

Not Used.

TASK 1000 – Project Closeout

1010 Record Drawings

- CONSULTANT will prepare record drawings in electronic format as approved by the CITY and in accordance with the CITY's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system. Record Drawings will be developed based upon As-Built drawings provided to the CONSULTANT by the Contractor. Final electronic drawing files shall be delivered in AutoCAD and/or Microstation format.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 Operations & Maintenance Submittals

- At the conclusion of the project, CONSULTANT will receive, review and transmit to the CITY with written comments, guarantees/warranties, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O& M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the CONSULTANT will provide

written notice to the CITY when the CONSULTANT deems the work to be complete and acceptable.

Task 1100 – Client Controlled Contingency for Additional Services

This task is reserved for additional services that may be determined by the CITY to be needed during the project related to this work. The use of this task is not authorized without direct written authorization by the CITY including a description of the additional work, price, and schedule as proposed by the CONSULTANT and agreed upon by the CITY.

1110 Additional Sanitary Sewer Evaluation Surveys (SSES)

- The following table provides a unit price for field services in the event additional manholes and/or sewer lines are identified to require SSES investigations. Unit prices include all tasks associated with these items in the scope as if they were originally included in the project scope, including project management, data review, recommendations, incorporation into plans, traffic control, heavy cleaning, and by-pass pumping.

Service	Unit	Unit Price
Manhole Inspection	EA	\$85
Zoom Camera Inspection	EA	\$35
Smoke Testing	Daily	\$1,875
CCTV	LF	\$x2.85/ Normal 4.85/Heavy Clean
Dye Testing	EA	\$1,200

- Anticipated efforts associated with the project as known at the time of scoping are encapsulated by Task 210 and Task 270.

1120 General Task

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

- Flood Study or Flood Impact Analysis.
- Additional meetings with agencies beyond those scheduled in the agreement.
- Additional property research, other than outlined herein.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional public meetings: CONSULTANT shall coordinate with the CITY to hold any additional public meetings felt necessary during the course of the project to aid in the solicitation of private property access, easements or to provide general public information. This task will be billed on a per meeting

basis. CONSULTANT effort to include solicitation of facilities, public contact, project maps or exhibits, and up to two staff to host the meeting for the duration.

- Wetlands delineation and/or the filing of a Nationwide 12 USACOE permit.

Task 1130 Additional Easement Exhibits

For additional permanent or temporary easement exhibits needed outside of the 20 anticipated under Task 320, MBI will charge an additional \$1,000.00 per final easement exhibit under the Client Controlled Contingency task of the contract.

For services rendered under Task 1100 - Additional Services, compensation to the CONSULTANT shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

EXHIBIT E

SSES SPECIFICATION SECTIONS (latest version at execution of agreement included by Reference)

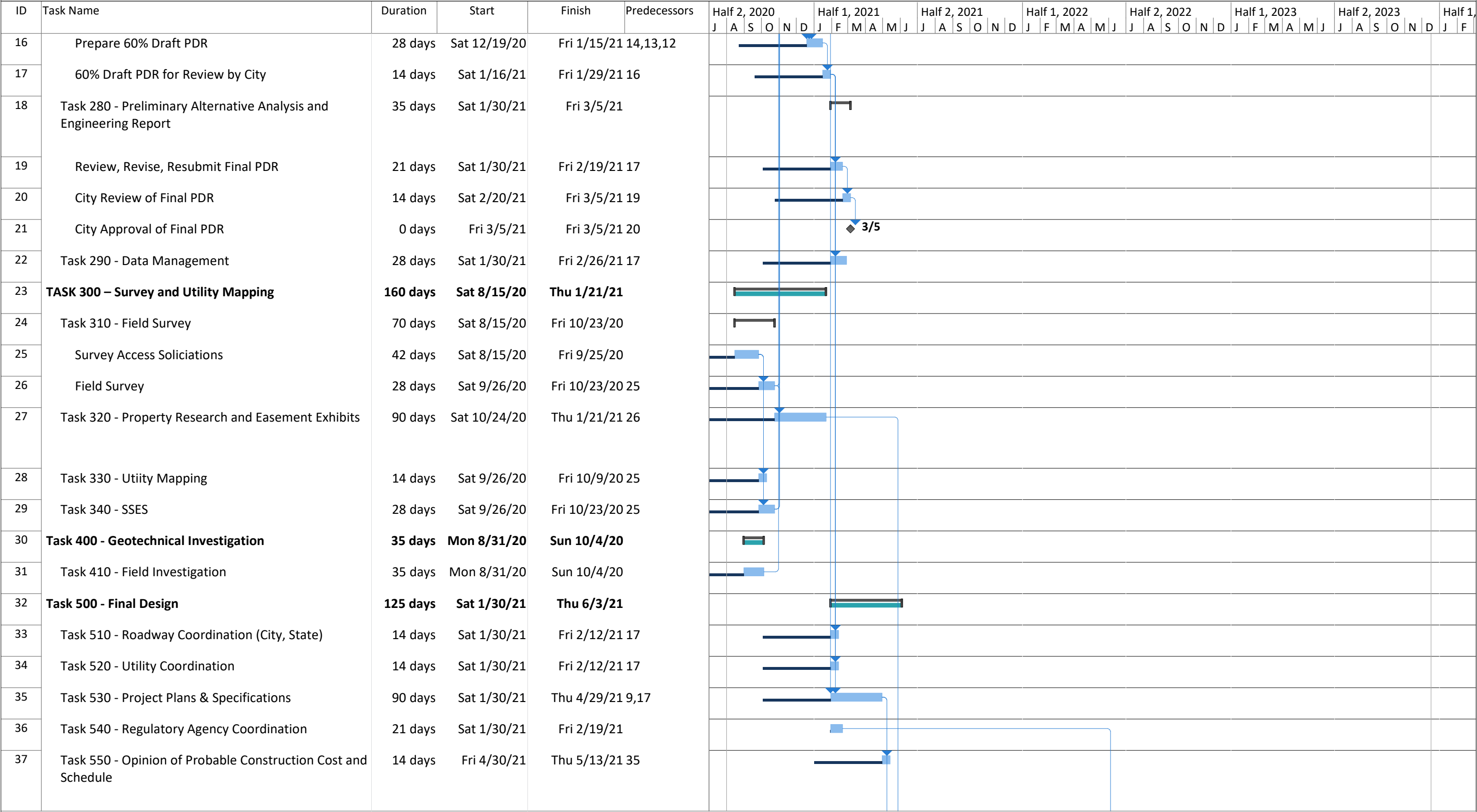
- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

City of Columbia
SS7535 - Olympia Sanitary Sewer Relocation & Rehabilitation
Initial Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Half 2, 2020					Half 1, 2021					Half 2, 2021					Half 1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023					Half 1, 2024		
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
1	Task 100 - Evaluation and Design Phase Administration	752 days	Sat 8/1/20	Mon 8/22/22																																							
2	Task 110 - General Project Administration (Kickoff to Award)	752 days	Sat 8/1/20	Mon 8/22/22																																							
3	Task 120 - Coordination Meetings (Design to Award)	752 days	Sat 8/1/20	Mon 8/22/22																																							
4	Task 130 - Project Management & Coordination with the CITY (Kickoff to Award)	752 days	Sat 8/1/20	Mon 8/22/22																																							
5	Task 140 - Public Outreach	752 days	Sat 8/1/20	Mon 8/22/22																																							
6	Task 150 - Mentor-Protégé Program	752 days	Sat 8/1/20	Mon 8/22/22																																							
7	Task 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis	217 days	Sat 8/1/20	Fri 3/5/21																																							
8	Task 210 - General Data Collection, Field Recon and Coordination	91 days	Sat 8/1/20	Fri 10/30/20																																							
9	Task 220 - Alternative Analysis and Route Selection	28 days	Sat 10/31/20	Fri 11/27/20	8,26,29,31																																						
10	Task 230 - Preliminary Agency Coordination and Meetings	14 days	Sat 11/28/20	Fri 12/11/20	9																																						
11	Task 240 - Preliminary Utility Coordination and Meetings	14 days	Sat 11/28/20	Fri 12/11/20	9																																						
12	Task 250 - Design Criteria	7 days	Sat 12/12/20	Fri 12/18/20	11																																						
13	Task 260 - Opinion of Probable Construction Cost and Schedule	3 days	Sat 12/12/20	Mon 12/14/20	11																																						
14	Task 265 - Sewer Assessment Results	28 days	Sat 10/24/20	Fri 11/20/20	29																																						
15	Task 270 - Preliminary Design Reviews	42 days	Sat 12/19/20	Fri 1/29/21																																							

Attachment: Final Agreement.SS7535OlympiaSanitary (6032 : SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project)

City of Columbia
SS7535 - Olympia Sanitary Sewer Relocation & Rehabilitation
Initial Project Schedule



Attachment: FinalAgreement.SS7535OlympiaSanitary (6032 : SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project)

City of Columbia
SS7535 - Olympia Sanitary Sewer Relocation & Rehabilitation
Initial Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Half 2, 2020 J A S O N D	Half 1, 2021 J F M A M J	Half 2, 2021 J A S O N D	Half 1, 2022 J F M A M J	Half 2, 2022 J A S O N D	Half 1, 2023 J F M A M J	Half 2, 2023 J A S O N D	Half 1, 2024 J F
38	Task 560 - Design Reviews	35 days	Fri 4/30/21	Thu 6/3/21									
39	60% Design Review	14 days	Fri 4/30/21	Thu 5/13/21 35									
40	90% Design Review	14 days	Fri 5/14/21	Thu 5/27/21 39									
41	100% Plans & Specifications	7 days	Fri 5/28/21	Thu 6/3/21 40									
42	Issue 100% Plans & Specifications to City	0 days	Thu 6/3/21	Thu 6/3/21 41									
43	Task 600 - Permits & Property	428 days	Fri 5/28/21	Fri 7/29/22									
44	Task 610 - Property and Right-of-Way Assistance	372 days	Fri 5/28/21	Fri 6/3/22									
45	Community Outreach/Public Meeting	7 days	Fri 5/28/21	Thu 6/3/21 27,40									
46	Easement Acquisition	365 days	Fri 6/4/21	Fri 6/3/22 45									
47	Task 620 - Permits	56 days	Sat 6/4/22	Fri 7/29/22 36,40,46									
48	Task 700 - Bidding & Award	77 days	Sat 6/4/22	Fri 8/19/22									
49	Task 710 - Bidding Assistance	56 days	Sat 6/4/22	Fri 7/29/22 46									
50	Task 720 - Award Recommendation	14 days	Sat 7/30/22	Fri 8/12/22 49,47									
51	Task 730 - Conform Documents, Issue for Constructor	7 days	Sat 8/13/22	Fri 8/19/22 50									
52	Notice to Proceed	0 days	Fri 8/19/22	Fri 8/19/22 51									
53	Task 800 - Engineering Services During Construction	448 days	Sat 8/20/22	Fri 11/10/23									
54	Task 810 - General Administration	448 days	Sat 8/20/22	Fri 11/10/23 52									
55	Task 1000 - Project Closeout	36 days	Sat 11/11/23	Sat 12/16/23									
56	Task 1010 - Record Drawings	14 days	Sat 11/11/23	Fri 11/24/23 54									
57	Task 1020 - Punch List and Final Inspection	28 days	Sat 11/11/23	Fri 12/8/23 54									
58	Task 1040 - Digital Submittals	14 days	Sat 11/25/23	Fri 12/8/23 56									
59	Task 1050 - Final Acceptance	7 days	Sat 12/9/23	Fri 12/15/23 58,57									
60	Project Completion	0 days	Sat 12/16/23	Sat 12/16/23 59									

Attachment: Final Agreement.SS7535OlympiaSanitary (6032 : SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project)

**EXHIBIT C
COMPENSATION
City of Columbia
CIP # SS7535
Olympia Sewer Relocation & Rehab
Sewer System Evaluation and Engineering Design**

Compensation for services provided under Tasks 1 through 7 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$1,082,895.00. This includes \$985,395.00 of lump sum tasks, an estimated \$96,000.00 of unit price tasks and \$1,500.00 direct reimbursable NTE for permitting fees. Lump Sum and Unit Price tasks are clearly labeled in the chart below.

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

Task	Description	Lump Sum, Unit Price, or Hourly	Subconsultants	Total
100	Project Management and Administration during Assessment, Design and Construction Administration	Lump Sum	\$15,600.00 (HIGHFILL ENGINEERING – MPP)	\$70,500.00
200	Preliminary Planning, Investigation	Lump Sum	\$36,900.00 (HIGHFILL ENGINEERING – MPP)	\$77,605.00
270	CCTV & Manhole Inspections	Unit Price	\$25,000.00 (Estimated) (Hydrostructures)	\$27,500.00
300	Survey, Sewer Assessment & Mapping	Lump Sum	\$7,500.00 (HIGHFILL ENGINEERING – MPP) \$114,750.00 (Steadman & Associates)	\$149,025.00
330	Subsurface Utility Engineering	Unit Price	\$71,000.00 (Estimated) (GEL)	\$78,100.00
400	Geotechnical Investigation	Lump Sum	\$75,405.00 (F&ME) \$7,540.00(HIGHFILL ENGINEERING - MPP)	\$89,400.00

500	Final Design	Lump Sum	\$42,600.00 (HIGHFILL ENGINEERING – MPP)	\$174,900.00
600	Permit Submittals	Lump Sum	\$4,500.00 (HIGHFILL ENGINEERING – MPP)	\$19,600.00
650	Permitting Fees – Direct Reimburse	NTE		\$1,500.00
700	Advertise & Bid Services	Lump Sum	\$6,150.00 (HIGHFILL ENGINEERING – MPP)	\$24,595.00
800	Construction Administration	Lump Sum	\$18,750.00 (HIGHFILL ENGINEERING – MPP) \$21,450.00 (CASE CONSULTING)	\$252,920.00
1000	Project Closeout	Lump Sum	\$1,950.00 (HIGHFILL ENGINEERING – MPP)	\$17,250.00
1100	Client Controlled Contingency			\$100,000.00
	Total of Contract		\$449,095.00	\$1,082,895.00
	% of Contract to Subconsultants		41.5%	
	% of Contract to Protégé		20.0%	

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

EXHIBIT D - PRIME 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: Michael Baker International

Headquarters Address: 500 Grant Street
Suite 5400
Pittsburgh, PA 15219

Local Office Address,
if applicable: 700 Huger Street
Columbia, SC 29201

Phone No.: 803-254-2211 Fax No.: 803-231-3849

Email address: kyle.crager@mbakerintl.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 25-1228638

DUNS Number: 080232628

Select One: X 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 X

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes or No X

(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: John Walsh / Office Executive

Phone Number: 803-231-4000

Form Completed by:



Authorized Signature

4/27/2020
Date

Attachment: Final Agreement.SS7535OlympiaSanitary (6032 : SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project)

EXHIBIT E - Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for the 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 Cod - See Key Below)
Highfill Infrastructure Engineering, PC DUNS #: 080560074 CAGE #: 7TNP3	V016533	Engineering	\$216,896	20%	MPP	FB
Hydrostructures, LLC 18-367-9690 CAGE 69123		SSSES/CCTV	\$25,000	2.3%		
GEL Solutions, LLC DUNS: 137405168 CAGE: 3RRZ1	V003193	SUE	\$71,000	6.5%		
Case Consulting DUNS: 167788608 CAGE: 4HDC8	V002775	Project Admin/Const ruction Admin	\$21,450	2%	MBE	BM
F&ME Consultants LLC (Sub to HIGHFILL) 043691631 / 7EXW6	V007172	Geotechnical	\$75,405	7%		
Steadman & Associates DUNS 861182988		Survey	\$114,750	10.6%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

BM – African American Male

HM – Hispanic American Male

AM – Asian American Male

FB – Non-Minority Female Owned

NF – Native American Female

BF – African American Female

HF – Hispanic American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ \$449,096.00

Attachment: FinalAgreement.SS7535OlympiaSanitary (6032 : SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project)

TOTAL CONTRACT AMOUNT: \$ \$1,082,895.00

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

Business Name: _ - Michael Baker International

Representative Name/Title: Kyle Crager, P.E. Project Manager

Date: 5-19-20

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Highfill Infrastructure Engineering, P.C.

Company Name

1320 Main Street, Suite #260

Physical Address

1320 Main Street, Suite #260

Mailing Address

Columbia, SC 29201-3266

City/State Zip Code + 4

803 920-6209
()

()

Phone number

Fax number

Dave Johnson, PE

Ray Cox, PE

Primary Contact Name

Secondary Contact Name

djohnson@hiepc.com

rcox@hiepc.com

Primary Contact Email Address

Secondary Contact Email Address

04-3791606

V016533

Federal ID #

Vendor #

Attachment: Final Agreement.SS7535OlympiaSanitary (6032 : SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project)

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

Hydrostructures

Company Name

126 Commerce Court

Physical Address

PO Box 1537

Mailing Address

Pittsboro, NC 27312

City/State Zip Code + 4

(919) 542-5002

Phone number

()

Fax number

Mike Ping

Gina Moore

Primary Contact Name

Secondary Contact Name

Mike.ping@hydrostructures.com

gina.moore@hydrostructures.com

Primary Contact Email Address

Secondary Contact Email Address

18-367-9690

7000255202

Federal ID #

Vendor #

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

GEL Solutions, LLC

Company Name

2040 Savage Road, Charleston, SC, 29407

Physical Address

Post Office Box 30712

Mailing Address

Charleston, SC 29417-0712

City/State Zip Code + 4

(843) 769-7379

Phone number

()

Fax number

Scott T. Smith

Primary Contact Name

Scott D. Carney, P.E.

Secondary Contact Name

sts@gel.com

Primary Contact Email Address

sdc@gel.com

Secondary Contact Email Address

57-0713831

Federal ID #

V003193

Vendor #

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

F&ME Consultants, Inc.

Company Name

1825 Blanding St

Physical Address

PO Box 1855 (29250)

Mailing Address

Columbia, SC 29201-3517

City/State Zip Code + 4

(803) 254-4540
Phone number

(803) 254 -4542
Fax number

Shawn C. Epps
Primary Contact Name

H. Andrew Whitfield
Secondary Contact Name

sepps@fmeconsultants.com
Primary Contact Email Address

awhitfield@fmeconsultants.com
Secondary Contact Email Address

61-1725606

V007172

Federal ID #

Vendor #

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

CASE Consulting,, Inc.

Company Name

840 Shull Street - Suite 210

Physical Address

Mailing Address

West Columbia, South Carolina 29169-6765

City/State Zip Code + 4

(803) 926.1600
Phone number

(803) 926.1610
Fax number

Calvin Wise

Primary Contact Name

Al Stevens

Secondary Contact Name

cwise@casecon.net

Primary Contact Email Address

Secondary Contact Email Address

20-5301065

Federal ID #

V002775

Vendor #

Attachment: FinalAgreement.SS7535OlympiaSanitary (6032 : SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project)

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

Steadman & Associates

Company Name

3101 Carlisle Street

Physical Address

Mailing Address

Columbia, SC 29205

City/State Zip Code + 4

(803) 799-4500

Phone number

()

Fax number

LaVerne Steadman

Primary Contact Name

Secondary Contact Name

lavernesteadman@sc.rr.com

Primary Contact Email Address

Secondary Contact Email Address

56-2117519

Federal ID #

Vendor #

Exhibit F - Invoicing Procedures

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. 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.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor, or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's 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

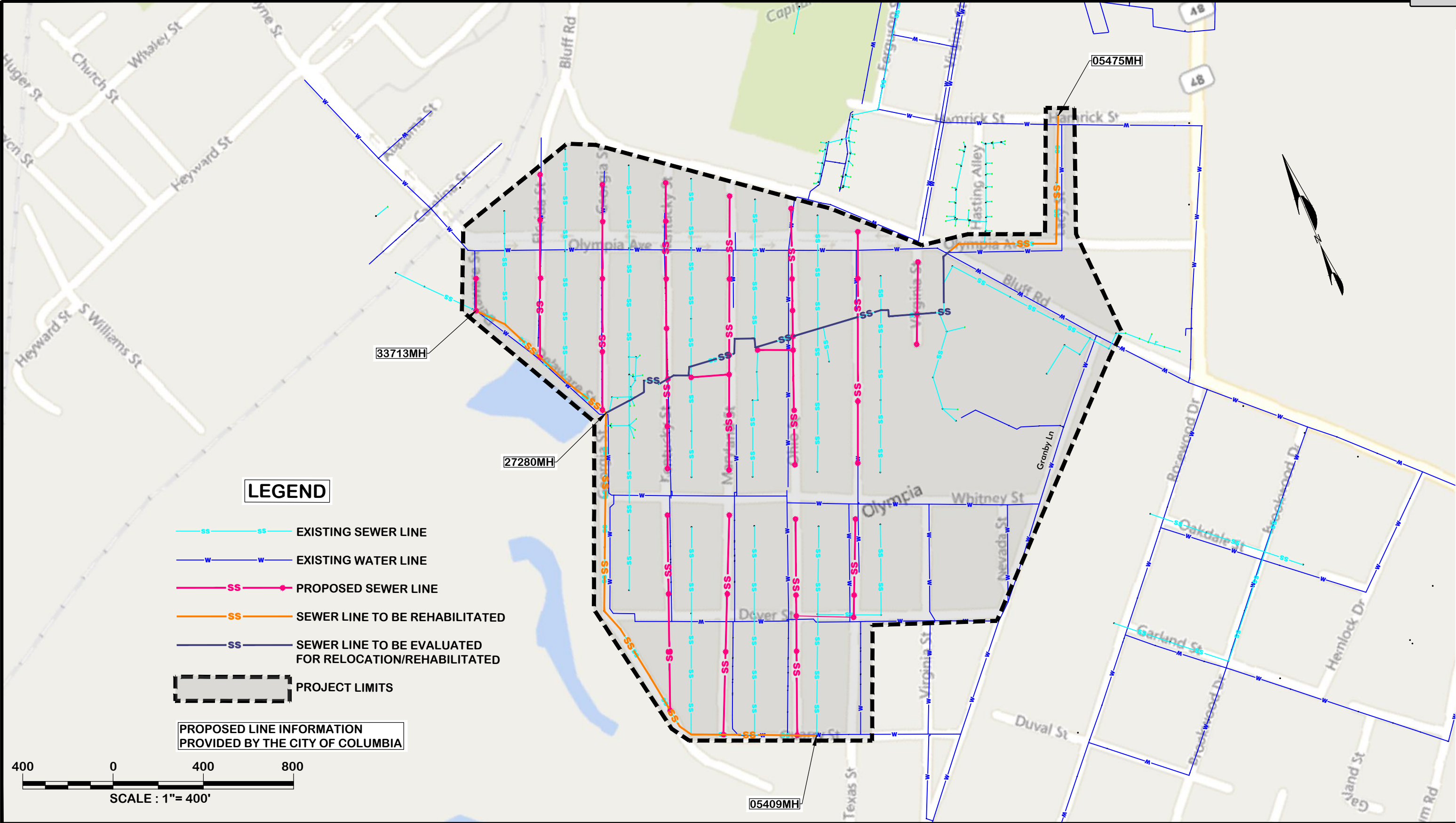
 Signature

 Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20____.

 Notary Public



W:\Marketing\Prospect Projects\2019\Olympia Sewer\Exhibit C.dwg Modified: Mar 18, 2020 - 2:39pm Plotted: Mar 18, 2020 - 2:42pm M:\acaulay

Michael Baker INTERNATIONAL	OLYMPIA VILLAGE SEWER REHABILITATION	PROJ. NO.	CIP: SS7535	EXHIBIT C
	PROJECT LIMITS	DATE	02-14-20	
		ATTACHMENT NO.	1	



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: 4-22-20 Project Number: SS7535
Mentor: Michael Baker International Project Name: Olympia Mills Sewer Rehab
Protégé: Highfill Infrastructure Engineering, PC Duration of the Project: 28 months
Project Contract Amount: 1,082,895.00 Protégé Amount: 216,896.00

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.*

A formal subconsultant agreement will be signed between Michael Baker International and Highfill Infrastructure Engineering, PC (HIE) clearly defining the scope of work HIE is to provide including the contract amount and schedule. HIE's role in the project is to primarily provide project administration, preliminary & final design assistance, permits and property assistance, and bidding/construction phase administration services.

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.*

This project will provide an opportunity for Highfill to have a roll in project management, preliminary planning, technical design, and construction phase services. All areas are identified as general goals for growth.

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

A schedule of deliverables will be established and agreed on by the M-P team. Milestone dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.



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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:

Key personnel includes Kyle Crager, P.E.

Protégé:

Key personnel includes Dave Johnson, P.E and Jordan Taylor, P.E. HIE has the equip/mat/insurance required.

Subcontractors:

FME, GEL, Steadman & Associates, Case Consulting & Hydrostructures

Special Arrangements:

FME will be a sub-consultant to HIE.

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

a. Description of Mentor's responsibilities:

Project administration; field reconnaissance; development of PDR; survey and mapping; establish design criteria; final design; bidding; construction administration services; project closeout



b. Description of Protégé's responsibilities on project:

Assist with project administration; survey and mapping; field reconnaissance; PDR; regulatory review; utility coordination; final design; bidding services; and construction administration services for the project.

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

Preparation of preliminary design report, progress meetings, and bid documents (drawings, specifications) for the project which the City will use to solicit bids from contractors.

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

Protégé will be utilized in all phases of the project. Anticipated duration of the project is twenty-eight (28) months.



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

Review progress for each deliverable with project meetings and calls during all phases of the project. Complete quarterly M-P reports.

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

Deliver final preliminary design, final design and bid documents for the project on time and on budget.
Gain experience providing technical design services.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Project meetings with design team will include:
Kickoff meeting; project review meetings; and conference calls to discuss coordination of tasks on a regular basis as needed to meet schedule.

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

Protégé will be paid on percent complete of lump sum tasks. 100% of lump sum will be paid on completion of final deliverable.
Invoice and payments to be made on a monthly basis.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
F&ME	(803)888-3972	3112 Devine Street Columbia, SC 29205	Highfill Infrastructure Eng	75,405		7.0%
Hydrostructures	(803)203-0778	1725 12th Street Cayce, SC 29033	MBI	25,000		2.3%
Steadman & Associates	(803)799-4500	3101 Carlisle St Columbia, SC 29205	MBI	114,750		10.6%
Case Consulting	(803)926-1600	840 Shull Street W Columbia, SC 29405	MBI	21,450	MBE	2.0%
GEL Geophysics LLC	(843)7697379	2040 Savage Rd Charleston, SC 29407	MBI	71,000		6.6%

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: \$216,896.00

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

Attachment: Final Agreement.SS7535OlympiaSanitary (6032 : SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project)



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Compliance Division
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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Michael Baker Intl (Mentor Firm) this 27th day of April, 2020.
Corporate SEAL

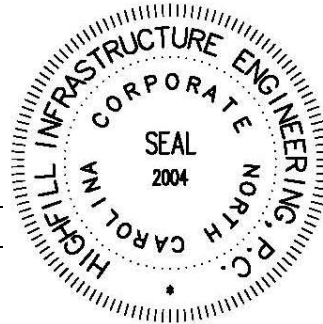
By: John Walsh, P.E.
Title: Office Executive



ATTEST:

By: Kyle Crager, P.E.
Title: Project Manager

EXECUTED by HIGHFILL (Protégé Firm) this 24th day of April, 2020.
Corporate SEAL
By: J. Ray Cox, P.E.
Title: Vice President



ATTEST:

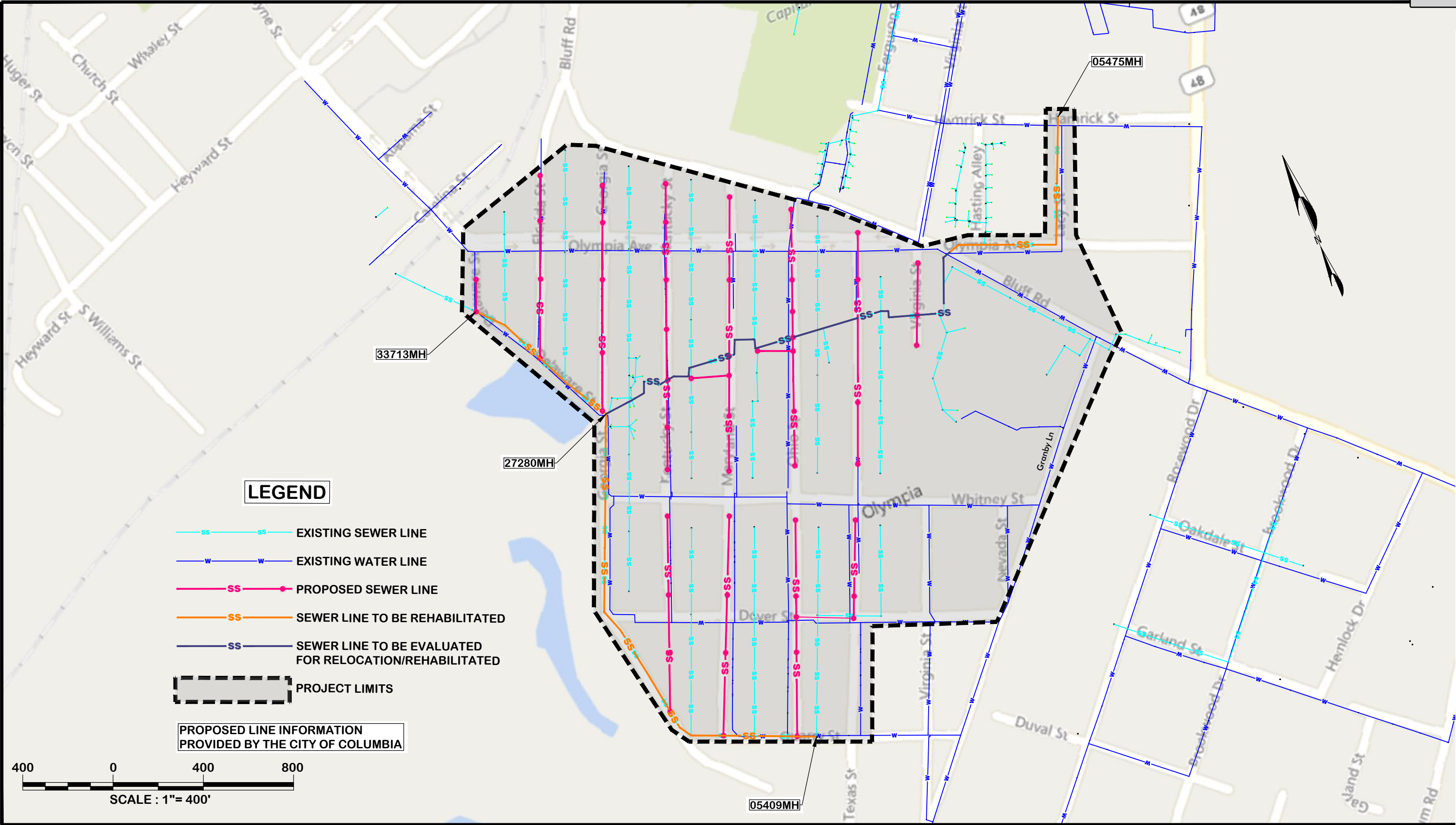
By: David P. Johnson, P.E.
Title: Project Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 28 day of April, 2020.

By: Juliet M. Nelly

Title: Program Compliance Administrator



W:\Marketing\Prospect Projects\2019\Olympia Sewer\Exhibit C.dwg Modified: Mar 18, 2020 - 2:39pm Plotted: Mar 18, 2020 - 2:42pm M:\acaulay

Michael Baker INTERNATIONAL	OLYMPIA VILLAGE SEWER REHABILITATION	PROJ. NO. DATE ATTACHMENT NO.	CIP: SS7535 02-14-20 1	EXHIBIT C
	PROJECT LIMITS			

Attachment: Location Map.SS7535OlympiaSanitarySewerRehab.MBI (6032 : SS7535 Olympia Sanitary Sewer Rehabilitation & Rehab Project)



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project WM3925; Rosewood Area Water System Improvements, as requested by Columbia Water. Award to Hussey Gay Bell in the amount of \$1,685,000.00. The firm is located in Columbia, SC.

REQUISITION NO.: R192580

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects Rosewood Area Waterline Replacement (5529999-WM392501-658650). The original budget amount is \$1,685,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Hussey Gay Bell of Columbia, SC is the Mentor and will provide survey, design, permitting, construction administration, and observation at 69.7% (\$1,173,900.00) of the contract value. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the Protégé and will provide design support at 20% (\$337,000.00) of the contract value.

The following subconsultant will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide subsurface utility engineering services at 10.3% (\$174,100.00) of the contract value.

There were (25) responses to solicitation RFQ001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects.

The service being provided will encompass the following:

I. Support Services

II. Survey Services

III. Design Services

IV. Permitting Services

V. Bid Phase Services

VI. Construction Phase Services

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- FinalAgreement.WM3925RosewoodAreaWaterSystemImprovements.HGB (PDF)
- SS3925 Location Map (PDF)

Hussey Gay Bell
Rosewood Area Water System Improvement – WM3925



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects.

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 Hussey Gay Bell, (hereinafter referred to as the "Consultant"), to provide professional engineering services for the replacement of the existing water lines in the Rosewood Neighborhood area 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** – This Agreement shall expire, unless terminated earlier as provided herein, on June 30, 2023, or at such time the total compensation provided

Hussey Gay Bell
Rosewood Area Water System Improvement – WM3925

for herein is reached, whichever is earlier. 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* with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

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 Million, Six Hundred Eighty-Five Thousand, Dollars and No/100 (\$1,685,000.00).
 - 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 E 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.

Hussey Gay Bell
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C. Invoicing Procedure (See Exhibit F)

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the 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

Hussey Gay Bell

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>30.3</u>	%
LSA	<u>N/A</u>	%

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

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

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party

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beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit H.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

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

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- D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.
10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
11. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
- The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.
12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

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- 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 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

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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

Hussey Gay Bell

Name: Kevin Strickland, PE
Title: Principal Engineer
Address: 1219 Assembly Street, Suite 300
Columbia, SC, 29201
Phone: (803) 799-0444
Email: kstrickland@husseygaybell.com

CONSENT DECREE – NON-APPLICABLE

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

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- 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 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

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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 Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of 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

Hussey Gay Bell

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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

Hussey Gay Bell
Rosewood Area Water System Improvement – WM3925

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 race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, 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, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall

Hussey Gay Bell
Rosewood Area Water System Improvement – WM3925

- incorporate these non-discrimination requirements 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, Exhibit D – Prime Business Information Statement, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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Hussey Gay Bell
Rosewood Area Water System Improvement – WM3925

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:
Witness	Teresa Wilson, City Manager	

HUSSEY GAY BELL

		Date:
Print: Name/Title	Signature	

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APPROVED AS TO FORM

6/5/2020

Legal Department City of Columbia, SC

Hussey Gay Bell
Rosewood Area Water System Improvement – WM3925

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Prime Business Information Statement

Exhibit E – Business Information Record for Subconsultants/Subcontractors

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

Exhibit H - MPP Implementation Plan

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HUSSEY GAY BELL*Established 1958*

March 31, 2020

Mr. Jason Shaw, PE
Water Engineer
City of Columbia
1737 Main Street
Columbia, SC 29201

**Re: City of Columbia, CIP #WM3925
Rosewood Area Water System Improvements
Professional Engineering Services Proposal**

Dear Mr. Shaw:

Hussey Gay Bell is pleased to submit this proposal to provide professional engineering services for the replacement of the existing water lines in the Rosewood Neighborhood area. The project is currently separated into three (3) phases as presented on an Exhibit in Appendix A. We have teamed with our protégé firm 4D Engineering, a Woman Business Enterprise (WBE), to provide a minimum of 20 percent of the project. A breakdown of subconsultant services and fees can be found in Appendix B - Subconsultants.

The scope of our services and cost for each division of work for all three (3) phases is as follows (excludes construction phase services for Phase 2 and Phase 3):

I. SUPPORT SERVICES

We do not anticipate that the following services will be necessary and are thereby excluded from this proposal:

1. Archaeological and Endangered Species Investigations
2. Property/Easement Acquisition Related Services – Legal Description
3. Environmental Site Assessments
4. Geotechnical Investigation
5. Wetlands Assessment/Delineation
6. Advertisement of project for bids
7. Publishing and distribution of Bid Documents

II. SURVEY SERVICES

The scope of our basic services shall include the following:

1. Establish a Survey Control Network referenced to the South Carolina State Plane Coordinate System (NAD 83-2011) and NAVD 88 Vertical Datum.

Topography and Mapping – Provide topographic route survey along the pipeline route shown on Exhibits in Appendix A. Along all roadways the survey limits will extend from right-of-way to right-of-way. The location of the following natural and man-made features will be surveyed and mapped: roadways, curb and gutter, ditches, swales, paved areas, sidewalks, buildings, canopies, decks, steps, signs, mailboxes, columns, walls, fences, guard rails, utility poles, guy wires, overhead utility lines, valves, meters, utility pedestals and trees (except scrubs). The horizontal location, rim elevation and pipe size of detectable storm and sanitary sewer structures will also be surveyed and mapped.

2. Property lines and R/W – Perform minimal research at the Richland County Court House and on the SCDOT plans on-line website to identify the location of the road rights-of-way. Field locate property corners as required to establish the location of the existing road rights-of-way. Adjacent parcel/property lines will be established utilizing information obtained from the Richland County GIS and will be very approximate. TMS Numbers and Property Addresses will be shown on the base map.

3. Floodplains and Floodway – Map floodplains and floodways including elevation data as available.

Surveying will commence once a conceptual alignment has been accepted by the City. Any changes to the conceptual alignment may result in additional surveying fees and can be provided at additional costs as approved by the CITY.

Phase 1 - \$161,400.00

Phase 2 - \$154,350.00

Phase 3 - \$148,250.00

Lump Sum Fee: \$464,000.00

B. Subsurface Utility Engineering (SUE)

Because of the anticipated complexity of existing underground utilities, we propose performing an ASCE standard Subsurface Utility Engineering (SUE) Quality Level B investigation and mapping of select areas of the project corridor, primarily at intersections.

The scope of this survey shall include the review of record drawings provided by the City and the surface marking of existing underground utilities to include gas, water, telecommunications and fiber optics.

The location of these utilities will then be field surveyed and added to the drawings. The geophysical equipment used will be sound detection and Ground Penetrating Radar (GPR). This higher level of utility mapping will facilitate more accurate utility locates.

SUE fee is for Level B mapping only.

Phase 1 - \$82,400.00

Phase 2 - \$94,000.00

Phase 3 - \$97,600.00

Lump Sum Fee: \$274,000.00

III. DESIGN SERVICES

A. Public Outreach

Hussey Gay Bell in coordination with the CITY will discuss logistics and provide/receive input for six public meetings - three for pre-design and three for pre-construction. Hussey Gay Bell will coordinate and assist the CITY as needed to secure a location as close to the project location as possible for both public meetings. The pre-design meeting will be held prior to the completion of any work. During this meeting the overall purpose of the project will be presented to the residents of the neighborhood as well as a detailed description of field work that will be required for the project design (i.e., Subsurface Utility Engineering (SUE) and topographic survey). The pre-construction meeting will be held at a date agreed upon by the City and will give notice well before the start of construction to the residents. This meeting will be conducted to provide information pertaining to the installation of the water lines, the project schedule (what areas will be affected and when), contact information in case any issues arise, and typical procedures taken to ensure the safety of the residents during construction. Hussey Gay Bell will assist the General Contractor as needed with notifying customers in the area by mailers to inform them of the type of work being conducted and who to contact with questions or concerns. Hussey Gay Bell will assist the CITY with displays and handouts needed for the meetings and will provide the CITY an excel spreadsheet utilizing the City's customer database and GIS to list impacted property owner's names and addresses.

B. Preliminary Engineering

Hussey Gay Bell will review optional corridors where pipeline installation may be beneficial (such as site restoration outside of the roadway versus pavement removal and replacement inside of roadway) and make recommendations so that the City may determine the preferred route. Our recommendations shall be based on minimizing cost to the project, maximizing accessibility to the water main, and minimizing impacts to residents and business owners. Once preferred alignments have been selected, Hussey Gay Bell will proceed with full design.

C. Contract Documents

Hussey Gay Bell shall prepare contract documents including water main plan & profile, water main details, traffic control plans, sediment and erosion control plans, phasing plans, and specifications.

As a part of this effort Hussey Gay Bell will:

- Design replacement water mains with connections to existing mains and service lines. Employ standard City details where appropriate.
- Profile water mains 12-inches in size and larger. Other profiles will be prepared as deemed necessary to depict the design intent.
- Prepare contract specifications utilizing front-end documents and technical specifications provided by the City.
- Prepare documents suitable for competitive bidding.

Key anticipated milestones are listed below:

1. Project Kickoff Meeting
2. Preliminary Design
3. Final Survey
4. 30% Submittal
5. 30% Review Meeting
6. 60% Submittal
7. 60% Review Meeting
8. 90% Submittal
9. 90% Review Meeting
10. 100% Submittal
11. Permitting Submittal
12. Bid Set Submittal
13. Bidding
14. Construction Period

D. Construction Cost Opinion

Hussey Gay Bell will prepare a 30%, 60%, 90% and final design opinion of probable construction cost and provide to the City for budgeting purposes.

Design Services Fee (A thru D)

Phase 1 - \$225,000.00

Phase 2 - \$212,000.00

Phase 3 - \$206,000.00

Lump Sum Fee: \$643,000.00

IV. PERMITTING SERVICES

This task shall include consultations with and submittal of permit applications to the following agencies:

- A. SCDHEC – Construction Permit Application-Water Facilities
- B. City of Columbia – Stormwater/MS4 - Notice of Intent by delegated review process
- C. Richland County – Stormwater/MS4 – Notice of Intent by delegated review process
- D. City of Columbia – Encroachment Permit - Traffic and Roadway Division
- E. SCDOT – Encroachment Permit

Phase 1 - \$17,500.00

Phase 2 - \$17,500.00

Phase 3 - \$22,500.00

Lump Sum Fee: \$57,500.00

All fees required by regulatory authorities have been excluded and are assumed to be paid for by the City.

V. BID PHASE SERVICES

This service includes assembling of bid documents, attend pre-bid conference, prepare necessary addenda, answer questions by bidders and suppliers, attend and assist with bid opening, evaluate the bids and make recommendation for award. City will publicly advertise project for bidders and publish / distribute bid documents.

Phase 1 - \$22,000.00

Phase 2 - \$22,000.00

Phase 3 - \$22,000.00

Lump Sum Fee: \$66,000.00

VI. CONSTRUCTION PHASE SERVICES

The duration of Construction Phase Services for Phase 1 will be eighteen (18) months. The duration of Construction Phase Services and fees associated with Phase 2 and 3 will be determined at a later date. The costs associated with Phase 1 will be based on the attached hourly rate schedule.

A. Construction Overview – (Phase 1 Only)

This service shall include as follows: conduct pre-construction and monthly construction progress meetings, change order review and recommendations, pay request review and approvals, answer RFI's, resolve field issues that may arise during construction, submittals to SCDHEC to obtain permits to operate for multiple sections of the water main, preparation of record drawings using survey information provided by the contractor's surveyor, final permit to operate and project closeout.

Hourly Rate Fee Allowance: \$120,000.00

B. Construction Observation – (Phase 1 Only)

Hussey Gay Bell will provide part-time construction observation for the duration of the construction. One inspector shall be assigned to the project for an average of 8 hours per week.

Hourly Rate Fee Allowance: \$60,500.00

March 31, 2020

We appreciate the opportunity to provide our services to City of Columbia and look forward to a successful project. Please do not hesitate to contact us if you have any questions.

Sincerely,

HUSSEY GAY BELL



Kevin F. Strickland, PE
Principal

Enclosures: Appendix A – Overall Phase Exhibit
 Appendix B – Subconsultants
 Appendix C – Schedule
 Appendix D – Mentor/Protégé Implementation Plan

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

			2020												2021															
			June		July		August		September		October		November		December		January		February		March		April		May		June		July	
Project Kickoff																														
Survey and SUE																														
30%Design																														
City approval																														
60 %Design																														
City Approval																														
90% Design																														
City Approval																														
Final Documents																														
Bid																														
Contract Award																														
Construction (Phase 1)																														

			2021												2022															
			August		September		October		November		December		January		February		March		April		May		June		July		August		September	
30% Design																														
City approval																														
60 %Design																														
City approval																														
90% Design																														
City approval																														
Final Documents																														
Bid																														
Contract Award																														
Construction (Phase 1)																														
Construction (Phase 2)																														
Construction (Phase 3)																														

			2022												2023															
			October		November		December		January		February		March		April		May		June		July		August		September		October		November	
Construction (Phase 1)																														
Construction (Phase 2)																														
Construction (Phase 3)																														

			2023												2024															
			December		January		February		March		April		May		June															
Construction (Phase 3)																														

Phase 1	
Phase 2	
Phase 3	

EXHIBIT C - COMPENSATION

23.a

Mr. Jason Shaw, PE
Rosewood Area Water System Improvements Page 8 of 8

March 31, 2020

PROFESSIONAL ENGINEERING FEE SUMMARY

Rosewood Area Water System Improvements

SURVEY SERVICES

- Survey	\$ 464,000
- SUE	\$ 274,000

DESIGN SERVICES

\$ 643,000

SURVEY/DESIGN FEE TOTAL

\$ 1,381,000

PERMITTING SERVICES

\$ 57,500

BID PHASE SERVICES

\$ 66,000

CONSTRUCTION PHASE SERVICES (Phase 1)

- Construction Overview (Allowance)	\$ 120,000
- Construction Observation (Allowance)	\$ 60,500

TOTAL PROFESSIONAL SERVICES FEE

\$ 1,685,000

PROTÉGÉ FEE

\$ 337,000

20% of Total Professional Services Fee;
Included in Total Professional Services Fee

Attachment: Final Agreement.WM3925RosewoodAreaWaterSystemImprovements.HGB (6016 : WM3925 Rosewood Area Water System

EXHIBIT D -PRIME 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: Hussey Gay Bell & DeYoung, Inc. Consulting Engineers of SC

Headquarters Address: 329 Commercial Drive, Suite 200
Savannah, GA 31406

Local Office Address, if applicable: 1219 Assembly Street, Suite 300
Columbia, SC 29201

Phone No.: 803-799-0444 Fax No.: 803-799-1499

Email address: kstrickland@husseygaybell.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 57-0892238

DUNS Number: 808673086

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 you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes ___ or No ___

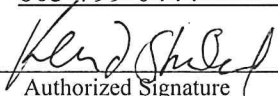
(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

*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-responsive.

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

Name/Title: Kevin F. Strickland, PE - Principal

Phone Number: 803-799-0444

Form Completed by: 
 Authorized Signature

5-12-20

Date

Exhibit E -Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for 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)
4D Engineering DUNS #:078730532 CAGE #:6UC92	V013293	Design Support	N/A	20%	WBE SBE LBE	FB
CECS DUNS #:960785772 CAGE #:4L6V7	V013460	SUE	N/A	10.3%	WBE SBE	FB
				%		
				%		
				%		
				%		

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 \$511,100

TOTAL CONTRACT AMOUNT: \$1,686,000

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

Business Name: Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC

Representative Name/Title: Kevin F. Strickland, PE - Principal

Date: May 12, 2020

Attachment: Final Agreement. WM3925 Rosewood Area Water System Improvements. HGB (6016 : WM3925 Rosewood Area Water System

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

4D Engineering
Company Name

603 South Lake Drive
Physical Address

603 South Lake Drive
Mailing Address

Lexington, SC 29072
City/State Zip Code + 4

(803) 356-0909 N/A
Phone number Fax number

Ms. Janet Deep Mr. Charlie Deep
Primary Contact Name Secondary Contact Name

janet@4dengr.com charlie@4dengr.com
Primary Contact Email Address Secondary Contact Email Address

46-1538715 V013293
Federal ID # Vendor #

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

Civil Engineering Consulting Services
Company Name

2000 Park Street, Suite 201
Physical Address

2000 Park Street, Suite 201
Mailing Address

Columbia, SC 29201
City/State Zip Code + 4

(803) 779-0311 (803) 779-0528
Phone number Fax number

Ms. Mary Catherine Khoury Raad Mr. Paul H. Raad
Primary Contact Name Secondary Contact Name

raadck@cecsinc.com raadph@cecsinc.com
Primary Contact Email Address Secondary Contact Email Address

57-0980593 V013460
Federal ID # Vendor #

Exhibit F - 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 the 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 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 purchase is required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's 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



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: March 30, 2020 Project Number: WM3923
Mentor: Hussey Gay Bell Project Name: Rosewood Water Improve
Protégé: 4D Engineering Duration of the Project: 4 years
Project Contract Amount: \$1,685,000.00 Protégé Amount: \$337,000.00

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.

The Protégé will receive a minimum of 20% of the overall contract, and will be responsible for completing the scope associated with this portion of the contract. The Mentor and Protégé will work together to complete design, permitting, and construction administration and observation services on this project.

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.*

Protégé will gain experience with community water line replacement projects on a large scale. The goal is to translate this experience into opportunities for future work.

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.*

Once the project is complete Protégé will use their experience on this project to be included in the company's resume for winning future work.



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:

Mentor will provide the Project Manager, Project Engineer, design support staff, construction inspector, survey team and required equipment.

Protégé:

Protégé will provide internal Project Manager, Project Engineer, design support staff, and construction inspector.

Subcontractors:

CECS will provide an internal Project Manager, support staff, and field crew for subsurface utility engineering.

Special Arrangements:

None

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

a. Description of Mentor's responsibilities:

Mentor will provide survey, design, permitting, construction administration and observation, and overall project management including direction of protégées services.

b. Description of Protégé's responsibilities on project:

Protégé will assist with design, permitting, construction administration and observation.

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

All work performed by Protégé will be in partnership with Mentor.

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

The project will be broken down into three phases. The intent is for the Protégé to be utilized on all three phases, which will overlap each other. The initial estimated duration of all phases combined is four years. The anticipated duration of each phase is as follows: Phase 1 - 28 months, Phase 2 - 33.5 months, Phase 3 - 42.5 months.



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?

The team will have regular meetings to discuss the effectiveness of the program and make adjustments as necessary to assure a successful outcome.

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

The team's goals are to provide the City a project on time and on-budget and are as defined in the scope and schedule of the contract.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Progress reporting/meetings will be conducted on a routine basis of no less than once per month and will correspond with City progress/review meetings.

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

Payment schedule and financial terms will match that included in the Mentor's contract with the City 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

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Civil Engineering Consulting Services	(803) 779-0311	2000 Park St. Columbia, SC 29201	Todd Carwell, P.E. (HGB)	\$174,100	WBE	10.3%

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: \$337,000
 Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Hussey Gay Bell (Mentor Firm) this 31st day of March 2020
Corporate SEAL

By: *Ken Z. Stuhl*
Title: Principal

ATTEST:

By: *Harren S. Salyer*
Title: Office Manager

EXECUTED by 4D Engineering (Protégé Firm) this 30 day of March, 2020
Corporate SEAL

By: *[Signature]*
Title: C.E.O.

ATTEST:

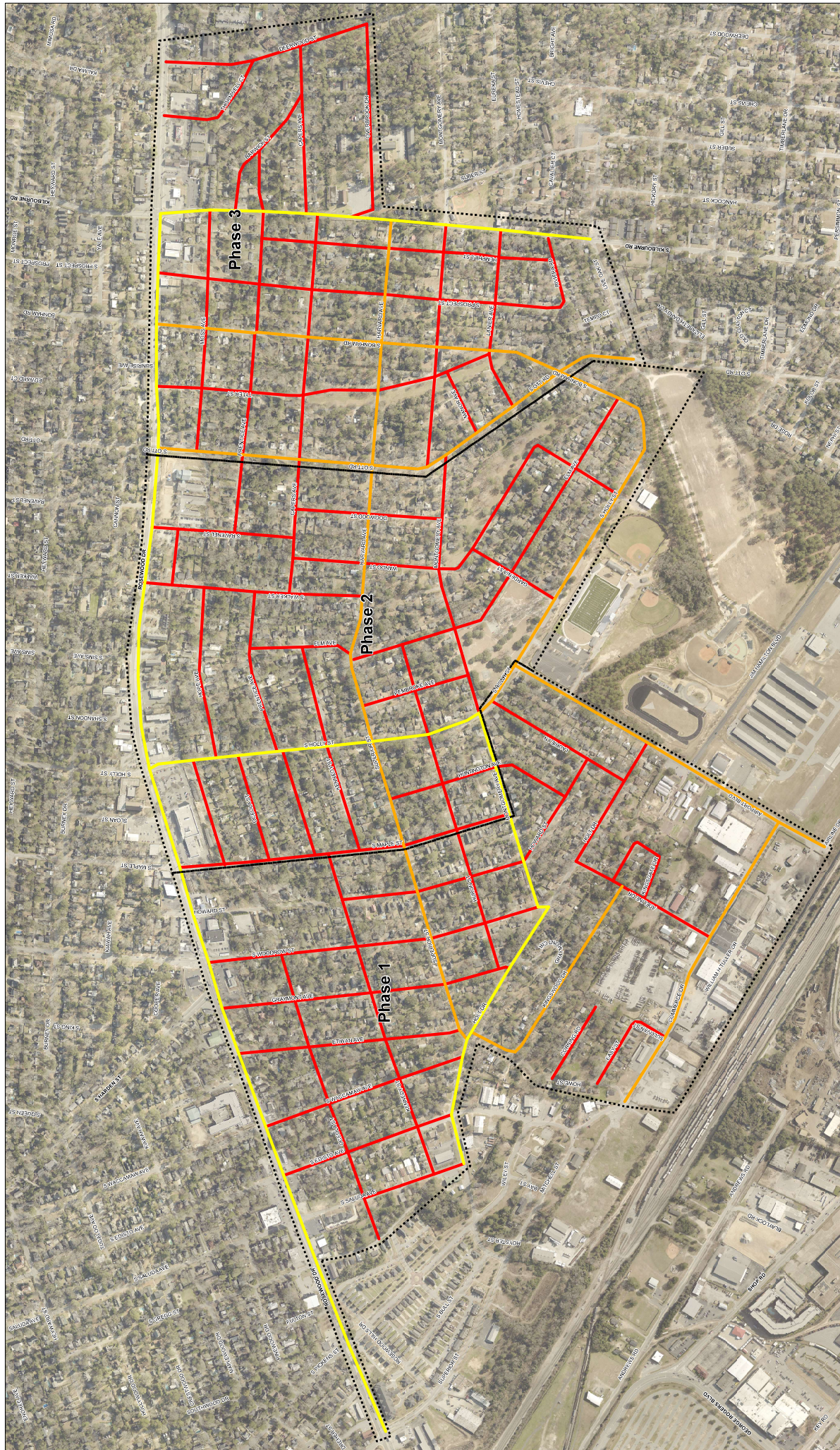
By: *[Signature]*
Title: President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 1
day of April, 2020.

By: *Juliet M. Nelly*

Title: Program Compliance Administrator



**WM3925
Rosewood Area Water
System Improvements**



Phase Boundary

Water Main

8" Water Main

12" Water Main

6" Water Main





We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #3 for Project SD832502; Shandon Drainage Study Phase II, as requested by Columbia Water. Award to Cox & Dinkins in the amount of \$2,304,740.00. This firm is located in Columbia, SC.

REQUISITION NO.: R194706

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Improvement Capital Project Control Shandon Phase 2 (5549999-SD832502-658650). The original budget amount for this contract amendment is \$2,304,740.00. The total revised contract amount is \$2,685,060.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Cox and Dinkins of Columbia, SC is the Mentor and will provide the final design, bidding, award administration, and construction administration for the improvements proposed in the Shandon Drainage Study Phase II at 67.0% (\$1,543,728.00) of the amendment amount. PCEG, LLC, a Minority Business Enterprise (W) of Irmo, SC, is the Protégé and will provide engineering, design, and construction administration services at 23.3% (\$537,012.00) of the requested amendment amount.

The following subcontractors will provide additional services:

F&ME Consultants of Columbia SC will provide geotechnical engineering services at 2.4 (\$55,000.00) of the amendment amount.

LCK, LLC of Columbia, SC will provide cost estimating services at 1.4% (\$32,000.00) of the amendment amount.

Survey and Mapping, LLC of Columbia, SC will provide subsurface utility engineering at

3.5% (\$80,000.00) of the amendment amount.

PCS, LLC, a Minority Business Enterprise (W) of Columbia, SC, will provide Certified Erosion Prevention Sediment Control Inspector (CEPSCI) / Stormwater Pollution Prevention Plan (SWPP) services at 0.9% (\$20,000.00) of the amendment amount.

Pace Engineering, LLC of Columbia, SC will provide FEMA permitting services at 1.0% (\$22,000.00) of the amendment amount.

JMT of West Columbia, SC will provide FEMA permitting at 0.7% (15,000.00) of the amendment amount.

The above referenced Amendment is to compensate Cox and Dinkins for final design and construction administration duties for the Shandon Phase II Project. The revised contract price including Amendments 1 - 3 is \$2,685,060.00.

Proposed Change and Basis for Payment:

Original Contract Price:

\$356,920.00

Amendment #1 (cost increase/addition):

\$23,400.00

Amendment #2 (no cost time extension):

\$00.00

Current Contract Price:

\$380,320.00

This Change Amendment #3 (cost increase/change in scope):

\$2,304,740.00

Revised Contract Price:

\$2,685,060.00

ATTACHMENTS:

- Exhibit A Scope of Services(PDF)
- SD8325 Agreement Legal Approvoed (PDF)
- SD8325 Project Schedule (PDF)
- Exhibit D Subconsultants (PDF)
- SD8325 OBO IPA Amendment 3 (PDF)
- SD8325 PS IMP Plan Amendment (PDF)
- Attachment to MPP Mentor Protege Fees for All Phases FINAL MT (PDF)
- Shandon Drainage Map (PDF)

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # SD8325
Shandon Phase II – East and West Watershed Drainage Improvements

Introduction

The services performed as a part of this Scope of Service include providing professional consulting to the City of Columbia (CITY) for the final design, bidding and award administration, and construction administration for the improvements proposed in the Shandon Rosewood Phase 2 Drainage Study completed by Cox and Dinkins. The study identified flooding areas within the Shandon-Rosewood watershed and recommended proposed improvements to alleviate this flooding. The improvements consist of new infrastructure in two watersheds, the East Watershed Improvements (EAST) and the West Watershed Improvements (WEST).

The EAST improvements generally consist of approximately 7,000 linear feet of new storm drainage piping ranging from 18” in diameter to 72” in diameter. The project also includes relocation of existing sewer mains and the repair of impacted roadways, sidewalks, and driveways. Streets impacted are: Ravenel, Wheat, Wilmot, Duncan, Monroe, Heyward, Cannon, Rosewood, Ott, Moss, Prentice, Capers, Tyler, Harvard, Montgomery, Manor, Lanier, S Bonham, Tempo, Live Oak. The scope also includes the fill of an existing ditch and the installation of 300 linear feet of dual 72” pipes (final size to be determined by engineering design). The ditch is in an A/E flood zone but not in a floodway. The project will require temporary water lines to be installed and this is included in the scope. This includes above ground temporary mains and service connections. The permanent replacement of water mains is not included in this scope, although it is understood that this project may take place concurrently under a different scope and fee agreement.

The WEST improvements generally consist of approximately 5,200 linear feet of new storm drainage piping ranging from 15” in diameter to 48” in diameter. The project also includes relocation of existing sewer mains and the repair of impacted roadways, sidewalks, and driveways. Streets impacted are: Maple, Monroe, Heyward, S. Holly, Burney, Rosewood, Prentice, Elm, Kennedy, Superior, Harvard, Shamrock, Wando, Montgomery, S Bonham, S. Ott. The project will require temporary water lines to be installed and this is included in the scope. This includes above ground temporary mains and service connections. The permanent replacement of water mains is not included in this scope, although it is understood that this project may take place concurrently under a different scope and fee agreement.

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

- Land Surveying
- Geotechnical Engineering
- Utility Coordination
- Engineering Design and Permitting
- Right-of-Way Acquisition Support
- Bidding Phase Support
- Construction Phase Services
- Project Closeout and Record Drawings

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Palmetto Consulting Engineering Group (PCEG) as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

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

120 Coordination Meetings

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

- Kickoff meeting with homeowners at the beginning of design.
- Five meetings with individual homeowners as necessary
- Kickoff meeting with City of Columbia staff
- Pre-construction meeting with homeowners prior to construction
- Pre-construction meeting with contractor and City of Columbia staff

- Monthly Progress meetings with CITY's Project Manager for duration of project through construction. This is assumed to be 42 months for 42 meetings.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will provide CITY documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will use and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- Public meetings are addressed in Scope section 120

150 Mentor-Protégé Program

Consultant and PCEG will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with PCEG.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the SCDOT to obtain roadway improvement plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.

- Consultant will contact other utilities in the areas outside of the roadway plans as needed that can be determined from field observation for mapping and location information that may impact alignment of the proposed storm drainage.
- Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Consultant and CITY will finalize planned storm drainage routing.

220 Alternative Analysis

- Cox and Dinkins will analyze inlet capacity and roadway spreads within the project area. The intersections that show no flooding in the 10-year, 24-hour storm event will not be analyzed. The model has already considered inlet capacities so it can be reasonably assumed that inlets are adequate in these areas. Cox and Dinkins will study the inlets in areas that do show flooding in the 10-year, 24-hour storm event. This will generally be accomplished by analyzing the inlet with the largest contributing area in each subwatershed as defined by the study. Cox and Dinkins will estimate runoff to the inlet by estimated percent impervious areas, grass areas, and times of concentration and compare the 10-year, 24-hour peak flow to available published data for the various inlet capacities. Cox and Dinkins will also look at the 2-year, 24-hour peak rate spread on the roadway by estimating roadway slopes and widths. If the inlet with the estimated largest contributing area meets these design criteria, that watershed's inlet capacities will be deemed sufficient and no further analysis will be completed in that watershed. If it is not sufficient, then further analysis and recommendations will be made to demonstrate how the above design criteria could be met in that watershed. If the analysis determines additional pipes, inlets, or other infrastructure are necessary, Cox and Dinkins will inform the City staff with a general narrative. The deliverable for this task is a narrative explaining means and methods of analysis, a general narrative of how to address any inadequate inlet capacities, and a spreadsheet or table showing the results of the analysis.
- Cox and Dinkins will design up to 10 new inlets, design the modifications of up to 10 existing inlets, and design up to 1,500 LF of new pipe (18"-24") as a part of this Task.

230 Preliminary Agency Coordination and Meetings

- Upon finalizing the route, Consultant will contact known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Consultant will hold preliminary utility coordination meetings with City water and sewer staff and other utilities affected by the project.

- Consultant will coordinate any conflicts with other utilities, easements, encroachments, and design.

250 Establishing Design Criteria

SECTION NOT USED – DESIGN CRITERIA HAS BEEN ESTABLISHED BY THE REPORT

260 Opinion of Probable Construction Cost and Schedule

SECTION NOT USED – COST AND SCHEDULE HAS BEEN ESTABLISHED BY THE REPORT

270 Preliminary Design Reviews

SECTION NOT USED – PRELIMINARY DESIGN HAS BEEN ESTABLISHED BY THE REPORT

280 Preliminary Alternative Analysis, Prior Rights Assessment, and Engineering Report

SECTION NOT USED – ALTERNATIVE DESIGN OPTIONS HAVE BEEN ESTABLISHED BY THE REPORT

TASK 300 – Survey and Utility Mapping

310 Field Survey

- Consultant shall use the “knock and ask” method of accessing private property. If a property owner is not cooperate with the Consultant’s survey crews, Consultant shall coordinate with CITY to send survey notification letters if necessary. CITY will be responsible for sending the letters to property owners of concern. Consultant will provide the addresses for properties where access is needed.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83
- Vertical datum shall be: NAVD 88

- The Consultant's surveyor will complete field surveying along an approximately 12,200-foot long corridor with a width that varies as necessary to provide enough information to design the project. Relevant visual or physical features along the route will be surveyed, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, approximate property boundaries/right-of-ways, and other observable existing utilities and physical features. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at channel crossings along the proposed pipeline alignments. The surveyor will locate wetland and jurisdictional flagging in and around Devil's Ditch. The flagging will be established by the CITY'S wetlands biologist.
- Locate both horizontally and vertically exposed and visible structures and utilities, land features, property corners (as required), and marked utilities, such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; trees of sufficient size that require protection according to applicable sections of City of Columbia's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- Consultant shall in areas where utility information is needed obtain underground utilities as identified and marked in the field by the local utility locating service or by the Consultant's Subsurface Utility Engineering sub-consultant. This shall include, but not be limited to, electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Consultant's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. The Consultant's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating underground utilities.
- State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and

used for design purposes. This information shall be included in the electronic file and survey drawings.

320 Property Research and Easement Exhibits

- Property Research and Easement Exhibits will be provided as part of this scope. In consultation with CITY, the Consultant shall survey, research, plat, and prepare easement descriptions for required permanent easements that will be required to construct the proposed relocations. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing 40 easement exhibits. Consultant will prepare each easement exhibit for a fee of \$500. The fee for this task shall be adjusted based on the total number of easement exhibits produced. Each easement exhibit assumes one set of major revisions as directed by the CITY's attorney. However, Cox and Dinkins will make minor revisions as necessary.
- Cox and Dinkins will complete boundary surveys and plats for those properties that City of Columbia will purchase as a result of this project. This Scope of Services is based on preparing 10 boundary survey plats of properties up to 2-acres each. Consultant will prepare each plat for a fee of \$600. The boundary surveys will be Class A surveys and not ALTA surveys.

330 Utility Mapping

- Based upon the process described in Task 520 Utility Coordination, the CITY and Consultant will mutually agree upon locations and quantities for Level A and Level B SUE to be completed.
- The Consultant will utilize SAM, LLC for SUE services to provide additional Level A or Level B utility information along the route of the project to determine utility facility elevations if necessary.
- Level A: Up to (15) test holes shall be included in the cost of the project. The total of (15) locations will assume (5) test holes in grassed areas. It is further assumed that traffic control will be required for the up to number (10) test holes in roadway pavement. The CITY will be charged on an "each" basis; the cost depending whether each test hole is in pavement or in grass and if traffic control is required. The fee for each test hole in grass is \$1,500 and the fee for each test hole in pavement requiring traffic control is \$1,800. The fee for this task shall be adjusted based on the total number of test holes required. The Consultant will seek permission from the CITY prior to increasing the number of test holes.
- Level B: Up to 20,000 linear foot of utility designation shall be included in the cost of the project. The CITY will be charged on a "per linear foot" basis. The cost per linear foot is \$3.85. The fee for this task shall be adjusted based on the total linear foot required and mutually agreed upon by CITY and Consultant.
- Lane closures: Up to 5 lane closures for 1 day each. The cost per lane closure per day is \$1,500.

340 Geotechnical Survey

- The Consultant will survey the locations of the geotechnical borings in Task 400 for use by the design team.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- CONSULTANT will utilize F&ME for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to (20) borings of 20' each will be performed along the preferred routing to determine general soil conditions. The fee for each boring is \$1,700 in non-traffic controlled areas and \$3,800 in traffic controlled areas. This information will primarily be used to locate the water table in areas where the design team is concerned that dewatering of trenches is necessary. The geotechnical consultant will also deliver boring logs for each boring location.
- Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Sub-consultant will obtain SCDOT and City permits required to conducting investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the facilities within the roadway rights-of-way.
- Consultant will apply for encroachment permits where necessary.
- Consultant will coordinate final design with the requirements of roadway encroachment permits.

520 Utility Coordination

- Consultant will provide the utility companies with the conceptual plans prepared as a part of the study. The Consultant will request as-builts, record drawings, and mapping of utilities in the vicinity of the proposed improvements.

- Consultant shall hold a meeting with the CITY to discuss the provided data and the Consultant and CITY will utilize the data to mutually agree upon where SUE services are needed. SUE services are described in Task 330.
- Consultant and CITY will mutually determine where utilities must be relocated, temporarily or permanently. Consultant will inform the utilities and request sketches and schedules of relocations, temporary or permanent. Consultant will request prior rights documentation if the utility will claim prior rights.
- Consultant will provide the above documentation to the CITY for approval.
- The CITY acknowledges that some utilities may be nonresponsive or may provide incomplete or inaccurate information. The CITY also acknowledges that some utility facilities may be unmapped or unknown and therefore may not be discovered until during construction activities.

530 Not Used

540 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Cover Sheet
 - Key plan for plan and profile sheets
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 50-scale
 - Consultant will produce the plans in AutoCAD.
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100% submittal, CONSULTANT will provide one set of final bid plans, CD containing PDF's of the signed and sealed drawings, and a one sided copy of unbound specifications. CITY staff will also require seven full-size hardcopy sets of final plans.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new storm drainage lines in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - City of Columbia – Streets Division
 - City of Columbia - Stormwater
 - South Carolina Department of Transportation
 - Richland County
 - Army Corps of Engineers
 - FEMA

560 Opinion of Probable Construction Cost and Schedule

Once design is complete, Cox and Dinkins will update the Construction Cost and Schedule that was developed as a part of the study.

570 Design Reviews.

- Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records, but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.

- The Consultant will notify the CITY of how many easements are expected to be necessary as early as is convenient upon NTP.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Upon CITY approval of the 60% design plans, Consultant will prepare and submit easement exhibits. See Task 320 for detail.
- Acquisition of rights-of-way, easements, or property will be the responsibility of the CITY.

620 Permits

- **Stormwater Permit:** The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the CITY. The CITY is responsible for fees.
- **Wetlands Permit:** The CITY has provided a Jurisdictional Determination and wetlands permit for the work. The Consultant will retain a wetlands biologist to send in final plans for the work and to negotiate required mitigation or fees, if any are necessary. The Consultant and their wetlands biologist will coordinate the submittal of permits and permitting process. The CITY will be responsible for any permitting fees, mitigation costs, or other costs associated with approval.
- **Roadway Encroachment Permits:** This scope assumes a City of Columbia and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for fees (no fees anticipated).
- **Railroad Permits:** This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

- Wastewater Permits: This scope includes submission of wastewater permits to construct and wastewater permits to operate for any relocated wastewater mains.
- FEMA Permit: Per our discussions with City Staff, this scope of services assumes that the CLOMR-F/LOMR-F process can be utilized to permit the fill of Devil's Ditch and the installation of twin pipes. That process is generally described below:

Phase 1 – CLOMR-F filed during the design and permitting process

- Preparation of FEMA MT-1 forms.
- Endangered Species Assessment (ESA) as required by FEMA.
- Preparation of a report summarizing the results.
- Preparation of a flood map showing the existing and proposed flood zone boundaries.
- Coordination with FEMA and the City of Columbia for approval.
- Payment of FEMA fee up to \$700.00.

Phase 2 – LOMR-F filed after construction is complete

- Complete as-built topographic survey.
- Preparation of FEMA MT-1 forms.
- Preparation of a report summarizing the results.
- Preparation of a flood map showing the final flood zone.
- Coordination with FEMA and the City for approval.
- Payment of FEMA fee up to \$700.00.

TASK 700 – Bidding and Award

710 SECTION NOT USED

720 Bidding Assistance

- Consultant will answer all requests for information or clarification from prospective bidders.
- Consultant will attend pre-bid meeting.

730 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

TASK 800E – Engineering Services During Construction

Construction Phase service tasks are broken out by watershed in the event that the City bids the improvements in each watershed separately. TASK 800E and its sub-tasks describe scope of services for the EAST watershed, assuming construction of approximately 7,000 linear foot of storm drainage line and other infrastructure as described in the Introduction of this document.

810 General Administration of Construction Contract

- a. Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services phases, Consultant shall record all observations to the assigned construction management project coordinator. Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- b. Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the City Construction Coordinator during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - As City's representative for the duration of the construction Contract, all communications to and from the contractor shall go through the City Construction Coordinator. Working directly with the City, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City;
 - Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Meetings included in this scope of services are:
 - o One (1) pre-construction meeting.
 - o Construction progress meetings – these meetings will occur concurrently with the monthly meetings described in Task 120.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents and act as initial interpreter of the requirements of the Contract Documents.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance. Construction materials testing will be provided by the CITY.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order,

Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- The Consultant is not providing construction materials testing under the scope of this contract.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination.

850 Periodic Construction Observation

- Construction Observation: Consultant will visit the site weekly (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Consultant will provide a weekly progress report that contains: photographs, work completed during the previous week, anticipated work to be completed within the following week, documentation of weather days, documentation of requests of information from the contractor to the CITY or to the consultant.
- Consultant will provide weekly CEPSCI/SWPPP inspections during the weekly site visits.

TASK 800W – Engineering Services During Construction

Construction Phase service tasks are broken out by watershed in the event that the City bids the improvements in each watershed separately. TASK 800W and its sub-tasks describe scope of

services for the WEST watershed, assuming construction of approximately 5,000 linear foot of storm drainage line and other infrastructure as described in the Introduction of this document.

810 General Administration of Construction Contract

- a. Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services phases, Consultant shall record all observations to the assigned construction management project coordinator. Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- b. Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the City Construction Coordinator during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - As City's representative for the duration of the construction Contract, all communications to and from the contractor shall go through the City Construction Coordinator. Working directly with the City, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City;
 - Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Meetings included in this scope of services are:
 - o One (1) pre-construction meeting.
 - o Construction progress meetings – these meetings will occur concurrently with the monthly meetings described in Task 120.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents and act as initial interpreter of the requirements of the Contract Documents.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance. Construction materials testing will be provided by the CITY.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and revise Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the

manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- The Consultant is not providing construction materials testing under the scope of this contract.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination.

850 Periodic Construction Observation

- Construction Observation: Consultant will visit the site weekly (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Consultant will provide a weekly progress report that contains: photographs, work completed during the previous week, anticipated work to be completed within the following week, documentation of weather days, documentation of requests of information from the contractor to the CITY or to the consultant.
- Consultant will provide weekly CEPSCI/SWPPP inspections during the weekly site visits.

TASK 900 – Full Time Construction Inspection

Full Time Construction Inspection is not included in this scope.

TASK 1000E – Project Closeout

Project Closeout Phase service tasks are broken out by watershed in the event that the City bids the improvements in each watershed separately. TASK 1000E and its sub-tasks describe scope of services for the EAST watershed, assuming construction of approximately 7,000 linear foot of storm drainage line and other infrastructure as described in the Introduction of this document.

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The contractor shall be responsible for providing the consultant record surveys signed and sealed by a Professional Land Surveyor licensed in the state of South Carolina. The record drawings will include surveyed field data of storm drainage structures, inverts, tops, rims, inlets, and other features. The record drawings will also include manhole inverts and tops for relocated wastewater mains. The final record drawings will be delivered in electronic format on a DVD.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- No O& M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

1060 SCDHEC Permits to Operate

- Consultant will submit for permits to operate for relocated wastewater mains.

TASK 1000W – Project Closeout

Project Closeout Phase service tasks are broken out by watershed in the event that the City bids the improvements in each watershed separately. TASK 1000W and its sub-tasks describe scope of services for the WEST watershed, assuming construction of approximately 5,000 linear foot of storm drainage line and other infrastructure as described in the Introduction of this document.

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The contractor shall be responsible for providing the consultant record surveys signed and sealed by a Professional Land Surveyor licensed in the state of South Carolina. The record drawings will include surveyed field data of storm drainage structures, inverts, tops, rims, inlets, and other features. The record drawings will also include manhole inverts and tops for relocated wastewater mains. The final record drawings will be delivered in electronic format on a DVD.

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- See Task 840 of this agreement.

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- No O & M submittals are anticipated on this project.

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- The final record drawings will be delivered in electronic format on a DVD.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

1060 SCDHEC Permits to Operate

- Consultant will submit for permits to operate for relocated wastewater mains.

TASK 1100 – Additional Services

Change of Design Criteria

Should the City decide to change the design criteria for the project, Consultant shall be compensated for the additional analysis and revisions to plans.

1110 General Task

The below items are not included in this scope for this project, but the CITY may choose to amend this Agreement so that Consultant may furnish additional services such as those listed below (but not limited to):

- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Professional engineering services related to additional or extended design, bidding, and construction services.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Easement acquisition.
- Additional Public Outreach beyond what was provided for in Scope of Services
- Wetlands Delineation or Permitting

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

RESPONSIBILITIES OF THE OWNER

The CITY agrees to perform the following:

- Review progress plans in a timely manner.
- Coordinate and conduct any public outreach deemed necessary by the CITY.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Coordinate quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.
- Retain an attorney, right-of-way agent, or the City Attorney for acquisition of Rights-of-way and easements.
- Upon CITY acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

APPROVED AS TO FORM

Legal Department City of Columbia, SC

7/8/20

Contract Amendment #3

SD8325 Shandon Drainage Study Phase II
RFQ004-17-18-SL
Cox and Dinkins

June 25, 2020

Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and Cox and Dinkins (Engineer) dated February 25, 2019 (Agreement) to increase funding for final design and construction administration duties, and add new subcontractors to the contract.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$356,920.00
Amendment #1 (cost increase/addition):	\$23,400.00
Amendment #2 (no cost time extension):	\$00.00
Current Contract Price:	\$380,320.00
This Change Amendment #3 (cost increase/change in scope):	\$2,304,740.00
Revised Contract Price:	\$2,685,060.00

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

Cox and Dinkins

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

Signature

Signature

Date

Date

Witness

Recommended by:

By: _____
Dana Higgins, P.E., LEED, Director of Engineering Date

By: _____
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water Date

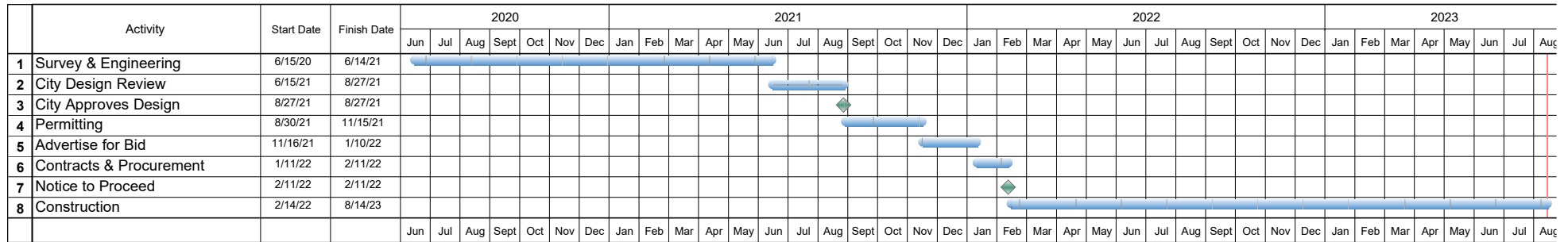
By: _____
Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent Date

Attachment: SD8325 Agreement Legal Approved (6057 : Cox and Dinkins SD8325 Shandon Drainage Study Phase II CA#3)



Conceptual Schedule (draft)

Shandon Storm Drainage Improvements Exhibit C - Project Schedule



Both the cost and schedule duration of Property and Right of Way Acquisitions, and all associated processes and activities, are excluded.

SUBCONSULTANT BUSINESS INFORMATION

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.

Project: Shandon Drainage Phase II – Surveying, Engineering, Construction Administration

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDI Approved Yes or No
F&ME Consultants 3112 Devine Street Columbia, SC 29205 DUNS: 043692631 CAGE Code: 7EXW6	Mr. Shawn Epps 803-254-4540	Geotechnical Engineering	\$55,000	2.3%	SBE	
LCK, LLC 1301 Gervais Street Suite 601 Columbia, SC 29201 DUNS: 13106472 CAGE Code: 5KGZ7	Mr. Dale Stigamier 803-401-4317	Cost Estimating	\$32,000	1.4%	SBE	
PCEG, LLC 108 Oak Park Dr. A Irmo, SC 29063 DUNS: 132082020	Mrs. Marguerite McClam 803-932-2300	Engineering, Design, Construction Administration	\$537,012	23.3%	SBE, DBE, WBE	
Survey and Mapping, LLC 6904 N. Main St. Columbia, SC 29203 DUNS: 867203556 CAGE Code: 02CY0	Mr. Mark Attaway 803-764-1902	Subsurface Utility Engineering	\$80,000	3.5%	N/A	
PCS, LLC 18 Mallet Hill Ct Columbia, SC 29223 DUNS: 080550576	Mrs. Dana Moore Pruitt 803-609-4292	CEPSCI/SWPPP Inspections	\$20,000	0.9%	SBE, DBE, WBE	yes
Pace Engineering, LLC PO Box 7561 Columbia, SC 29202 DUNS: 184129807	Mr. Gerald Lonon 803-467-2853	FEMA Permitting	\$22,000	0.9%	SBE	

Attachment: Exhibit D Subconsultants (6057 : Cox and Dinkins SD8325 Shandon Drainage Study Phase II CA#3)

JMT 3973 Southeastern Way West Columbia, SC 29169 DUNS: 056278633 CAGE Code: 1B2K5	Mr. John Collum 803-765-0070	Wetlands Permitting	\$15,000	0.6%	N/A	

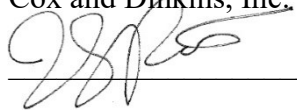
TOTAL: \$761,012.00

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

Business Name:

Cox and Dinkins, Inc.

Representative Name / Title:



Partner

Date:

May 18, 2020

Attachment: Exhibit D Subconsultants (6057 : Cox and Dinkins SD8325 Shandon Drainage Study Phase II CA#3)

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment is 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.

Original Project Contract Amount: \$356,920 **Original Protégé Amount:** \$0.00

MPP Project #/Name: SD8325 – Shandon Phase II **Change Order #:** 03 (Ex: 01, 02)

Change Order/Amendment Amount: \$2,304,740.00

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

The original project was a comprehensive study to determine how to mitigate drainage issues in the Shandon and Rosewood areas. This amendment is for the actual surveying, engineering design, construction plans, and construction administration services to deliver the storm drainage improvements as determined by the study. This is an entirely different scope of services.

Change Order/Amendment Type (Please check all that apply):

1. ☐ **No Cost** (Please sign and return form if no cost)
2. ☐ **Time Extension**
3. ☒ **Funding Increase** – (Please continue on to questions 3 A & B below)
 - A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)
 - Amount of Change Order/Amendment to be received by the protégé: \$ 537,012.00
 - Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Engineering design, development of construction plans and technical specs, construction administration, and other related services.

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

N/A

4. Revised scope of work (If scope of work has changed, please indicate the changes in detail below):

The original project was a comprehensive study to determine how to mitigate drainage issues in the Shandon and Rosewood areas. This amendment is for the actual surveying, engineering design, construction plans, and construction administration services to deliver the storm drainage improvements as determined by the study.

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 Cox and Dinkins, Inc. (Mentor Firm) this 15th day of May 2020
By: Hersa Dinkins Title: President

EXECUTED by Palmetto Consulting Engineering Group, Inc. (Protégé Firm) this 15th day of May 2020
By: H. Mangunite McLean Title: President

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase amendment. The original project contract amount was \$356,920.00, the original amount received by the protégé was \$0.00 or 0.0% of the original contract amount. The revised project contract amount to include, previous change orders and current change is \$2,304,740.00. The protégé will receive \$537,012.00 or 23.3% of the revised total contract amount

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this 16 day of June, 2020.

By: Juliet M. Nelly Title: Program Compliance Administrator

*Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.

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

Attachment: SD8325 OBO IPA Amendment 3 (6057 : Cox and Dinkins SD8325 Shandon Drainage Study Phase II CA#3)



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 10/22/18

Project Number: CIP#SD8325

Mentor: Cox and Dinkins, Inc.

Project Name: Shandon Drainage Study Phase II

Protégé: Palmetto Engineering Consulting Group

Duration of the Project: 9 months

Project Contract Amount: \$356,920.00

Protégé Amount: \$0.00 for this task order

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.

This initial phase of the project is a drainage study only. Mentor and Protégé both agree that it would be difficult to subcontract a portion of this task order from Mentor to Protégé as it mainly involves working daily in a complex software model. It is expected that the drainage study and software model will be utilized to recommend specific projects to improve drainage in the Shandon/Rosewood area. Through discussions with City engineering staff, it is expected that our mentor/protégé team will be hired to complete the engineering design for these projects in the future. The Mentor does expect to subcontract significant portions of these projects to the Protégé (including possibly an entire design project) in order to meet the goals of the mentor/protégé program. The Protégé will have the opportunity to complete engineering design and construction documents for these projects with the Mentor providing QC/QA.

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.*

The Mentor will subcontract engineering tasks or projects to the Protégé so that the Protégé can provide design services. The Mentor will provide QC/QA to assist the Protégé. If provided the opportunity, the Mentor will subcontract adequate services to the Protégé to meet the goals stated throughout the entirety of our on-call storm drainage contract.



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

For the entirety of the on-call storm drainage contract, the Mentor will:

- Provide 20% of scope and fees to the Protégé per the agreement
- Provide QC/QA of Protégé's plans and production materials and hold meetings to discuss - findings and areas of improvement.
- From task order to task order monitor progress/development of plans and production materials.
- Provide CAD resources and support to the Protégé

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 responsibility:

- Senior project management and QC/QA
- Project management and project engineers
- Survey crews and equipment
- Swim XP drainage modeling software
- AutoCAD Civil 3D design software
- All necessary computers/hardware
- Insurance in accordance with City of Columbia requirements

Protégé:

- Project management and project engineers
- AutoCAD Civil 3D design software
- All necessary computers/hardware
- Insurance in accordance with City of Columbia requirements

Subconsultants:

- Geotechnical engineers and equipment necessary for infiltration and ground water testing
- Cost consultants and expertise and software necessary for cost analysis



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Special Arrangements:

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

a. Description of Mentor's responsibilities:

- The initial study phase will be performed entirely by the Mentor
- Later phases including engineering designs will be a joint effort of Mentor and Protégé
- Mentor will provide all surveying for all phases
- Mentor will provide QC/QA for all phases of projects
- Construction administration of future phases will be a joint effort of Mentor and Protégé

b. Description of Protégé's responsibilities on project:

- Engineering design and construction plans for later phases/specific projects
- Construction administration

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

- Engineering design and construction plans for later phases/specific projects
- Construction administration

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

Study Phase: 9-months

Engineering phase: 2-years (Protégé utilized)

Construction phase: TBD (Protégé utilized)

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

Regularly scheduled meetings

QC/QA of plans and construction documents

Assessment of subcontracting goals (20%) at each assignment to make sure that goals for the overall contract are on track.

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

20% Protégé utilization over the contract

Possibly one project where design is completely performed by the Protégé (QC/QA by Mentor)



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9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Quarterly over the life of the contract.
Monthly during active design projects.
Other key milestones are to be determined.

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

Protégé will invoice Mentor by the end of each month during an active design project.
Mentor will pay protégé within 14 days of receipt of payment by the City of Columbia.
Mentor will monitor total contract amount and Protégé total contract amount during the on-call contract to ensure that the goals of the program are met.

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subconsultant's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
F&ME Consultants	803-254-4540	3112 Devine Street Columbia, SC 29205	Cox and Dinkins	\$39,500	No	11.1%
LCK	803-401-4200	1301 Gervais Street Columbia, SC 29201	Cox and Dinkins	\$25,000	No	7.0%



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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: \$0.00 for this phase, Mentor will make every effort to subcontract at least 20% to Protégé over the entire contract.

-PROTEGE AMOUNT WILL MEET MIN. REQ. for total contract value in DESIGN PHASE
Percentage of Contract: 0% for this phase, Mentor will make every effort to subcontract at least 20% to Protégé over the entire contract.

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 Cox and Dinkins (Mentor Firm) this 4th day of June, 2019.
Corporate SEAL

By: Gene Shunkin
Title: Pres.

ATTEST:
By: [Signature]
Title: Senior Engineer

Palmetto Consulting Engineering Group, Inc.

EXECUTED by _____ (Protégé Firm) this 4th day of June, 2019.
Corporate SEAL
By: J. Margate McCl...
Title: President

ATTEST:
By: Tena Stende
Title: Witness



CITY OF COLUMBIA

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Phone: 803-545-3049 Fax: 803-545-4130

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 6 day of JUNE, 2019.

By: Juliet M. Kelly

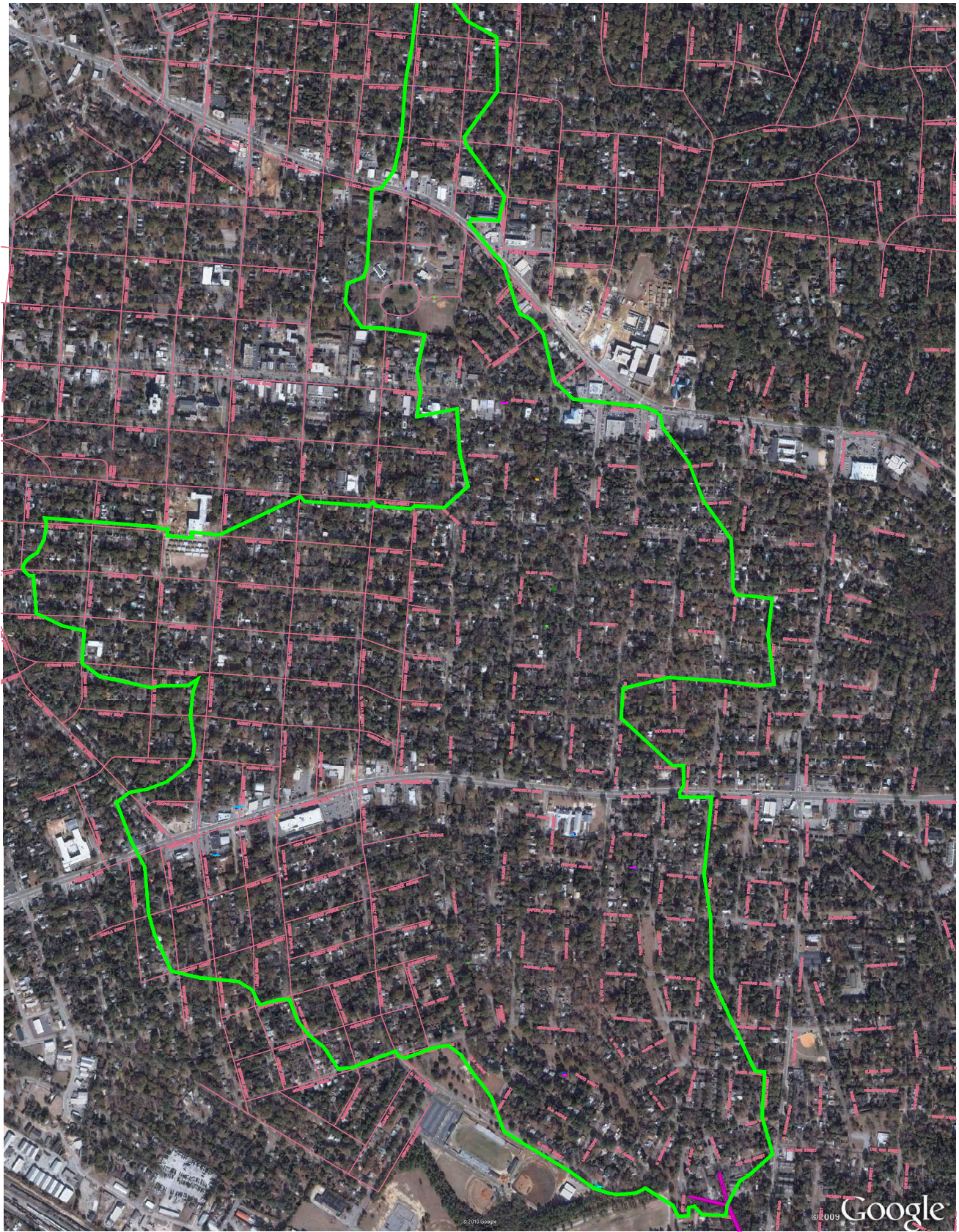
Title: Compliance Administrator

*Change of sub. from Cumming to LCK

Mentor/Protégé Fees for All Phases

Attachment to MPP Implementation Plan

	<u>Total Fee</u>		<u>PCEG Fee</u>	
Study Phase	\$	380,320.00	\$	-
Design Phase	\$	2,304,740.00	\$	537,012.00
	\$	2,685,060.00	\$	537,012.00
				20.0%



Attachment: Shandon Drainage Map (6057 : Cox and Dinkins SD8325 Shandon Drainage Study Phase II CA#3)

PROJECT: SHANDON DRAINAGE STUDY PHASE 2 LOCATED IN THE CITY OF COLUMBIA HIGHLAND COUNTY, SOUTH CAROLINA		<table border="1"><thead><tr><th>DATE</th><th>ISSUE DATES / REVISIONS</th></tr></thead><tbody><tr><td>10/30/18</td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></tbody></table>	DATE	ISSUE DATES / REVISIONS	10/30/18																				 CERTIFICATE OF AUTHORIZATION SEAL OCTOBER 2018	 COX AND DINKINS, INC. 224 BELTLINE BLVD. COLUMBIA, SC 29205 803-545-2400 803-545-2405 Fax: 803-733-8674 Email: cdinfo@coxanddinkins.com	PREPARED FOR: CITY OF COLUMBIA DEPARTMENT OF UTILITIES & ENGINEERING 1136 WASHINGTON STREET P.O. BOX 147 COLUMBIA, SC 29201-73147 803-545-2400 Fax: 803-733-8674
DATE	ISSUE DATES / REVISIONS																										
10/30/18																											

© (P)1408 Rosewood Shandon Drainage\DRAWINGS\SHANDON DRAINAGE BASIN-Presentation UPDATED 05-13-11.dwg, Plotted By: SNL, Plotted: Oct 30, 2018 - 12:21pm

SCALE: 1"=300'

N



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS736301; Smith Branch Sewer/Sub Basin 03 Sewer System Evaluation Study and Rehabilitation, as requested by Columbia Water. Award to North American Pipeline Management (NAPM), Inc. in an amount not to exceed \$8,018,967.00, which includes contingency. This firm is located in Greenville, SC.

REQUISITION NO.: R203016

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects, Capital Project Costs (5529999-SS736301-658650). The original budget amount is \$8,565,579.00.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:
This is a Local Business Enterprise (LBE) and a Columbia Disadvantaged Business Enterprise (CDBE) project. The CDBE goal for this project is 20%. NAPM will be performing sewer rehab work at 56% (\$4,124,183.00) of the total contract value.

The following subcontractors will be providing the following services:

L.A. Barrier & Son, a CDBE and Minority Business Enterprise (W) of Lexington, SC will be providing trucking, asphalt, and flowable fill at 20% (\$1,426,514.00) of the total contract value.

Granite Inliner of Tucker, GA will be providing CIPP lining at 15% (\$1,062,581.00) of the total contract value.

BLD Services of Kenner, LA will be providing CIPP Point Repairs and Lateral CIPP at 6% (\$448,150.00) of the total contract value.

Culy Contracting of Winchester, IN will be providing Manhole Rehab at 3% (\$228,542.00) of the total contract value.

There were four (4) responsive and responsible bids submitted under Bid041-19-20-BF. The total construction time allocated for this project is three hundred sixty (360) consecutive calendar days from the commencement date as defined in the Notice to Proceed to substantial completion with an additional thirty (30) consecutive calendar days to final completion for a total construction time of three hundred ninety (390) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

Base Bid	\$ 7,289,970.00
Contingency 10%	\$ 728,997.00
Total (Not to Exceed)	\$ 8,018,967.00

ATTACHMENTS:

- Smith Branch Contract Approved (PDF)
- NAPM BIR form SS7363 (PDF)
- Bid Tabulation SS7363 (PDF)
- Compliance Memo (PDF)
- SS7363 Map (PDF)

CONTRACT

City of Columbia, South Carolina

SS7363

SB03 Sewer System Evaluation Study & Rehabilitation CDBE (REBID)

BID041-19-20-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and North American Pipeline Management, Inc. with legal address and principal place of business at 12 E. Montclair Avenue, Greenville, SC 29609, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Columbia Water.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be three hundred sixty (360) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of three hundred ninety (390) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Seven Million Two Hundred Eighty-Nine Thousand, Nine Hundred Seventy Dollars and Zero Cents (\$7,289,970.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

City of Columbia, SC
8/07/2017

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications, Part 16 Specifications for Water Distribution System, Materials, and Construction, Part 17 Specifications for Sanitary Sewers, Part 20 Specifications for Sodding, Fertilizing and Seeding all of the City of Columbia's Engineering Regulations, and the Columbia Disadvantaged Business Enterprise (CDBE) Policy.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Appendix A: Pipeline Rehabilitation Treatments.

9.2.10 Location Map

9.2.11 Drawings, numbered G-1 through G-4, numbered D-1 through D-3, numbered C-1 through C-8, all-inclusive and dated December 17, 2019.

9.2.12 Addenda numbers 1 to 7, inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

City of Columbia, SC
8/07/2017

BID 041-19-2020-BF SB03 Sewer System Evaluation Study & Rehabilitation (SS7363) CDBE (REBID)
Page 38 of 65

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)
Granite Inliner 1902 Tucker Industrial Rd Tucker, GA 30084 (130734267 & 3VYS8)	N/A	CIPP Lining	1,062,581.00	15 %	N/A	N/A
LA Barrier & Son 115 Barrier Ln Lexington, SC 29073 (036259281 & 0V530)	V000047	Trucking, Asphalt, Flow Fill	1,426,514.00	20 %	WBE CDBE	FB
BLD Services 2424 Tyler St Kenner, LA 70062 (618038462 & 5B5X9)	N/A	CIPP Point Repairs, Lateral CIPP	448,150.00	6 %	N/A	N/A
Culy Contracting 5 Industrial Park Dr Winchester, IN 47394 (078386630 & 6Q2B3)	N/A	MH Rehab	228,542.00	3 %	N/A	N/A
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 3,165,787.00 (43% Subcontracted / 20% CDBE)

TOTAL CONTRACT AMOUNT: \$ 7,289,970.00

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

Business Name: North American Pipeline Management, Inc.

Representative Name/Title: Dorelly A. Herford, President

Date: 4/21/2020

Event Number	041-19-20-BF Addendum 7	Organization	City of Columbia, SC
Event Title	SB03 Sewer System Evaluation Study & Reh	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommendati	Event Owner	Brenda Faison
Event Type	IFBs	Email	brenda.faison@columbiasc.gov
Issue Date	3/6/2020 02:07:28 PM (ET)	Phone	
Close Date	4/21/2020 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
North American Pipeline Manag	Marietta	GA	4/21/2020 10:10:14 AM (ET)	1	\$7,289,970.00
mcclam & associates inc	little mountain	SC	4/21/2020 10:38:29 AM (ET)	1	\$8,493,611.50
IPR Southeast LLC (Allyson Jones)	Stone Mountain	GA	4/21/2020 10:39:24 AM (ET)	1	\$8,518,027.00
Vortex Services, LLC.	Greenville	SC	4/21/2020 10:49:43 AM (ET)	1	\$9,353,750.00

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



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

FROM: Brenda Faison, Contract Specialist II
Department of Procurement and Contracts

DATE: April 30, 2020

SUBJECT: PROJECT: BID041-19-20-BF – Smith Branch 03 Sewer System Evaluation Study and Rehabilitation (SS7363) CDBE REBID

Bids for this project were opened publicly at 11:00 A.M., April 21, 2020.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent *responsive* low bidder is North American Pipeline Management, Inc. of Greenville, SC at \$7,289,970.00.

Please review for Columbia Disadvantaged Business Enterprise Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

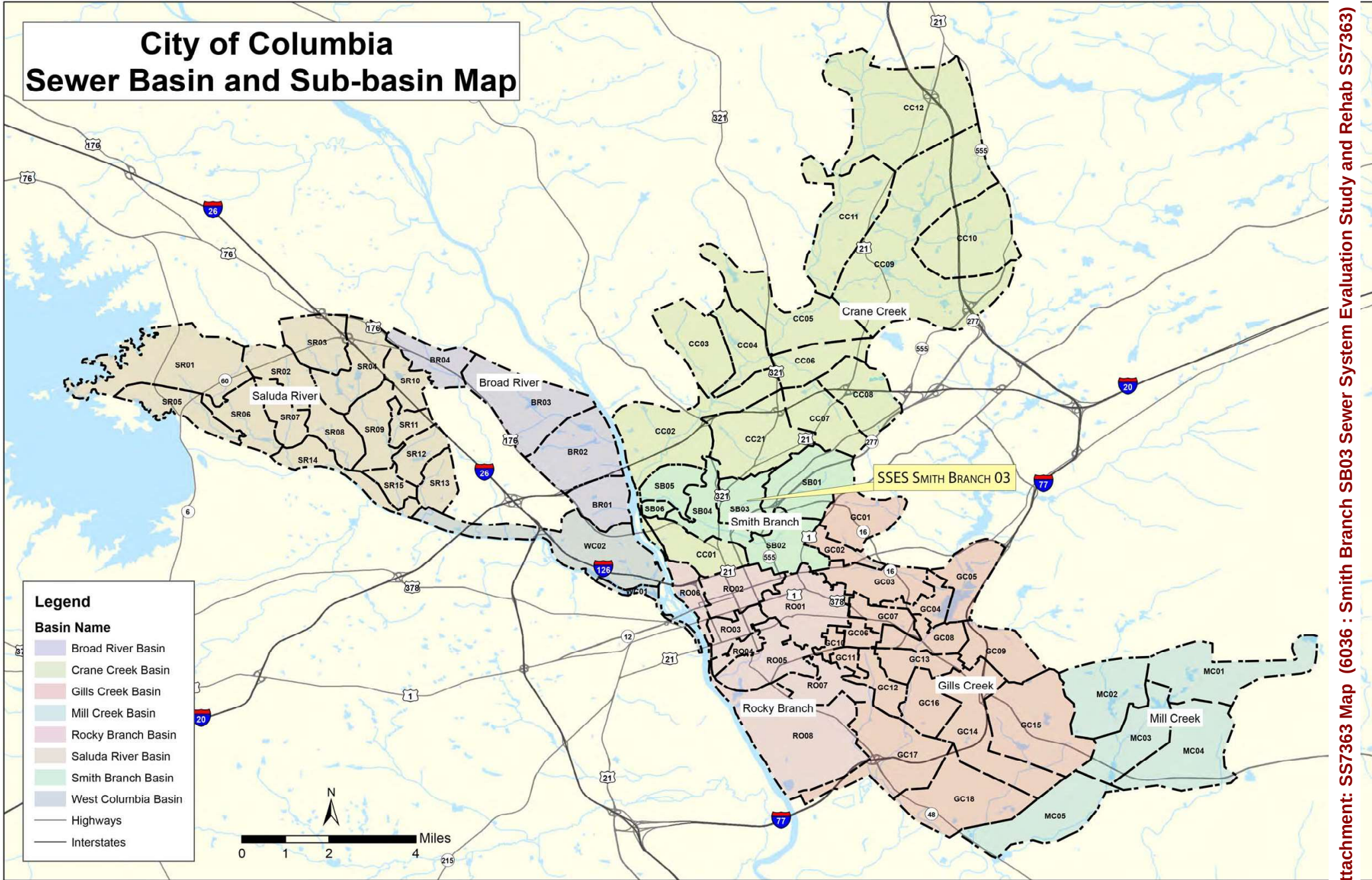
Review Approved: Juliet M. Nelly
Juliet Nelly, Compliance Administrator

DATE: 5/1/2020

*The 20% CDBE goal was met by North American Pipeline Management, Inc. at 20%.

Attachment: Compliance Memo (6036 : Smith Branch SB03 Sewer System Evaluation Study and Rehab SS7363)

City of Columbia Sewer Basin and Sub-basin Map





We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS733702; East Rocky Branch Sanitary Sewer Improvements Phase II, as requested by Columbia Water. Award to S. J. Louis Construction Co., Inc. in an amount not to exceed \$17,839,800.00, which includes contingency. This firm is located in Rockville, MN.

REQUISITION NO.: R203705

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: CIP Improvement Fund / Water and Sewer Capital Project (5529999-SS733702-658650). Additional funding is coming from Unforeseen and Miscellaneous Projects (5529999-SS728801-658650) in the amount of \$438,152.00. The original budget amount is \$17,401,648.00.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

S. J. Louis Construction Co., Inc., the prime contractor, will be performing sanitary sewer improvements at 95.7% (\$15,524,000.00) of the total contract value. This project was bid as a Columbia Disadvantaged Business Enterprise program project. Due to the urgency of the project as a result of regulatory compliance, the City Manager does not recommend applying the CDBE goals.

The following subcontractors will be providing the following services:

L.A. Barrier & Sons, Inc. of Lexington, SC, a Minority Business Enterprise (W), will be providing hauling/disposal services at 4.0% (\$650,000.00) of the total contract value.

Asphalt Paving & Maintenance Co., Inc. of West Columbia, SC will be providing asphalt services at 0.3% (\$44,000.00) of the total contract value.

There were five (5) responsive and responsible bids submitted under Bid044-19-20-DS. The total construction time allocated for this project is seven hundred thirty (730) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

The project scope of work includes: The installation of approximately 2,430 LF of 42" DIP gravity sewer, approximately 4,400 LF of 36" DIP gravity sewer, and forty-two (42) manholes.

Base Bid	\$16,218,000.00
Contingency 10%	\$1,621,800.00
Total (Not to Exceed)	\$17,839,800.00

ATTACHMENTS:

- Attachment 1 Contract approved by Legal (PDF)
- Attachment 2 Bid Tab & Pg.1 of Solicitation (PDF)
- Attachment 4 Compliance Approval & Bus. Info Record (PDF)

Contract

City of Columbia, South Carolina

SS7337-02

East Rocky Branch Sanitary Sewer Improvements Phase II CDBE

Bid044-19-20-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **S.J. Louis Construction, Inc.**, with legal address and principal place of business at **1351 Broadway Street West, P.O. Box 459, Rockville, MN 56369**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER

2.1 The Project has been designed by **Hussey Gay Bell**, who will act as Engineer in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **six hundred seventy (670)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **sixty (60)** consecutive calendar days to final completion for a total construction time of **seven hundred thirty (730)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Sixteen Million Two Hundred Eighteen Thousand Dollars and Zero Cents (\$16,218,000.00)**.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications" and Part 17 "Specifications for Sanitary Sewers", all of the City of Columbia's Engineering Regulations.

9.2.7 Columbia Disadvantaged Business Enterprise (CDBE) Policy.

9.2.8 Special Provisions.

9.2.9 Project Specification Manual.

9.2.10 Site Map.

9.2.11 Drawings, numbered G-001 – G-003 and C-001 – C-013, inclusive and dated December 2019.

9.2.12 Addenda numbers 1 to 4, inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

Owner

City of Columbia, SC

BY

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date:

Date:

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

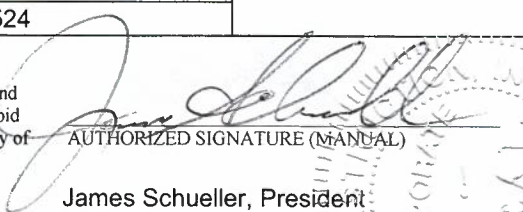
APPROVED AS TO FORM


Legal Department City of Columbia, SC

Event Number	BID044-19-20-DS Addendum 4	Organization	City of Columbia, SC
Event Title	East Rocky Branch Sanitary Sewer Improver	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Debbie Scott
Event Type	IFBs	Email	Debbie.Scott@columbiasc.gov
Issue Date	4/2/2020 05:08:33 PM (ET)	Phone	
Close Date	5/13/2020 09:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
S.J. Louis Construction, Inc.	Rockville	MN	5/13/2020 08:31:10 AM (ET)	1	\$16,218,000.00
Ruby-Collins, Inc.	Smyrna	GA	5/13/2020 08:25:14 AM (ET)	1	\$19,423,910.00
mcclam & associates inc	little mountain	SC	5/13/2020 08:40:38 AM (ET)	1	\$22,709,435.50
Don Moorhead Construction, In	Belton	SC	5/13/2020 08:50:06 AM (ET)	1	\$23,387,881.00
Kiewit Infrastructure South Co.	Peachtree City	GA	5/13/2020 08:28:44 AM (ET)	1	\$26,438,475.00

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

Submit Responses Online using the City of Columbia's online bidding system, https://columbiasc.ionwave.net Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: April 2, 2020	Bids will be opened at 9:00 A.M. ET on 05/06/20 and may not be withdrawn within 60 days after such date and time.	BID 044-19-20-DS	
Bid Title: East Rocky Branch Sanitary Sewer Improvements Phase II (SS7337-02) CDBE		Reason For N/A No Bid:	
Vendor: S.J. Louis Construction, Inc.			
Vendor Mailing Address: 1351 Broadway Street West, PO Box 459			
City-State-Zip: Rockville, MN 56369			
Telephone No: 320-253-9291			
Fax No: 320-253-3533			
South Carolina General Contractor License Number: G109524			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.  AUTHORIZED SIGNATURE (MANUAL) James Schueller, President AUTHORIZED SIGNATURE/TITLE (TYPED) Estimators@SJLouis.com E-MAIL ADDRESS			
General Conditions			
Electronic Bids: All bids must be submitted online at https://columbiasc.ionwave.net. Bids not submitted on the https://columbiasc.ionwave.net system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected. 1. EXECUTION OF BID: Bid must be submitted online by an authorized representative. 2. NO BID: If not submitting a bid, respond by indicating no-bid using https://columbiasc.ionwave.net and explain the reason in the space provided for comments. 3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that its bid is submitted. Bids which for any reason are not submitted timely will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of https://columbiasc.ionwave.net. Bid tabulations will not be provided by telephone. 4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of error calculating extended price, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate. E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City's Purchasing Agent.			



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator

FROM: Debbie Scott, Procurement Contract Specialist,
Department of Procurement and Contracts

DATE: May 15, 2020

SUBJECT: Bid#044-19-20-DS East Rocky Branch Sanitary Sewer Improvements Phase II
(SS7337-02)

Bids for this project were opened publicly at 9:00 a.m., May 13, 2020 by teleconference.

The bids submitted for this project were in participation with the CDBE and LBE Programs. The CDBE participation goal for this project was 20%. The apparent *responsive* low bidder is S. J. Louis Construction, Inc. of Rockville, Minnesota \$16,218,000.00.

Please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Upon completing your review, please sign below indicating that a compliance review has been made and return to me.

Thank You.

Juliet M. Nelly
Juliet Nelly, Compliance Administrator

Date: 6/19/2020

BID 044-19-20-DS East Rocky Branch Sanitary Sewer Improvements Phase II (SS7337-02) Page 36 of 63
CDBE

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)
L.A. Barrier & Sons Inc.	V000047	Hauling/ Disposal	\$650,000	4 %	DBE	FB
Asphalt Paving & Maint. Co., Inc.	7000100641	Asphalt	\$44,000	.27 %	N/a	N/a
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 694,000.00

TOTAL CONTRACT AMOUNT: \$ 16,218,000.00

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

Business Name: S.J. Louis Construction, Inc.

Representative Name/Title: John Pennekamp, Vice President

Date: May 13, 2020



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-056 An Ordinance to Authorize the Renewal and Extension of the Letter of Credit Securing the \$81,860,000 Original Principal Amount of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, and to Approve the Form and Terms of, and Authorize the Execution of, a First Amendment to Letter of Credit and Reimbursement Agreement and other Agreements as Necessary or Desirable; and Other Matters Related Thereto

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

PURPOSE:

First reading approval was given on June 16, 2020.

ATTACHMENTS:

- 2020-056 Renewal Extension \$81,860,000 WW Sewer System Revenue Bonds Series 2009 (PDF)

HISTORY:

06/16/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-056

AN ORDINANCE TO AUTHORIZE THE RENEWAL AND EXTENSION OF THE LETTER OF CREDIT SECURING THE \$81,860,000 ORIGINAL PRINCIPAL AMOUNT CITY OF COLUMBIA, SOUTH CAROLINA, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2009, AND TO APPROVE THE FORM AND TERMS OF, AND AUTHORIZE THE EXECUTION OF, A FIRST AMENDMENT TO LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT AND OTHER AGREEMENTS AS NECESSARY OR DESIRABLE; AND OTHER MATTERS RELATED THERETO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Findings and Determinations. The Council hereby finds and determines:

A. 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 laws of this State.

B. Pursuant to Section 5-5-10, Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"), the City has selected the Council-Manager form of government and is governed by a Council composed of a Mayor and six council members which constitute the governing body of the City.

C. Pursuant to the General Bond Ordinance No. 93-43 enacted by the City Council of the City (the "Council") on May 21, 1993, as amended (as so amended, the "General Bond Ordinance"), including as amended and supplemented particularly by the Fifth Supplemental Ordinance No. 2007-072 enacted by the Council on September 19, 2007 and Seventh Supplemental Ordinance No. 2009-83 enacted by the Council on August 19, 2009 (collectively, the "Supplemental Ordinances" and, together with the General Bond Ordinance, the "Bond Ordinance"), the City has heretofore issued its \$81,860,000 original principal amount City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, all of which are presently outstanding (the "2009 Bonds").

D. Payment of the principal and interest on the 2009 Bonds is presently secured by a letter of credit (the "Letter of Credit") issued in 2015 by Sumitomo Mitsui Banking Corporation (the "Bank"), acting through its New York Branch; however, the Letter of Credit is scheduled to expire by its terms on August 31, 2020.

E. The City received a proposal from the Bank (the "Proposal") to renew and extend the Letter of Credit for an additional five-year period on substantially the same terms as the Letter of Credit. The administrative staff of the City has evaluated the Proposal and determined that it is the most beneficial in terms of several factors, including pricing, cost and term. Upon advice of its financial advisor and bond counsel, the City believes it is now in the best interest of the City for the Council to approve the renewal and extension of the Letter of Credit, as described in the Proposal.

Section 2. Approval of Proposal. The Proposal to renew and extend the Letter of Credit is hereby ratified, accepted and approved. In the event of a conflict in the terms and provisions of the Proposal and this Ordinance, the Reimbursement Agreement, the First Amendment (as such terms are defined herein) and any other amendments or documents authorized hereunder

(collectively, the “Other Documents”), the terms and provisions of this Ordinance, the First Amendment and the Other Documents shall prevail.

Section 3. Approval of First Amendment to Reimbursement Agreement. The form, terms and provisions of the First Amendment to Letter of Credit and Reimbursement Agreement, between the City and the Bank, a copy of which is attached as Exhibit A (the “First Amendment”), be and is hereby approved. The Mayor or the City Manager, or either one of them acting alone, be and is hereby authorized, empowered and directed to execute, acknowledge and deliver the First Amendment in the name and on behalf of the City, and thereupon to cause the First Amendment to be delivered to the Bank. The Mayor or the City Manager, or either one of them acting alone, with advice from the City Attorney and the City’s bond counsel, be and is hereby delegated the authority to approve such changes in the form, terms and provisions of the First Amendment as may be appropriate. The execution of the First Amendment shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of First Amendment attached as Exhibit A.

Section 4. Authorization. The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the Finance Director, or any one of them acting alone, and the City Clerk (as applicable) are fully empowered and authorized to take such further action and to negotiate, execute and deliver or consent to such additional documents as may be reasonably requested by the Bank or by one or more Paying Agents, Registrars, Custodians, Remarketing Agents and Tender Agents (as such terms are defined in the Bond Ordinance) to effect the delivery of the First Amendment in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the Finance Director, or any of them acting alone, shall approve, is hereby fully authorized. The authorization conferred herein shall extend to and include, but not be limited to, the documents and certificates reasonably expected to be necessary for the closing thereof, including, but not limited to, fee letters, remarketing supplements, federal tax certificates, a general certificate of the City, any designation of City representatives, amendments to the remarketing agreement, tender agent agreement, continuing disclosure undertakings or disclosure dissemination agent agreements and such other documents required to be executed in connection therewith. The Council hereby ratifies, confirms and approves the actions of the Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the Finance Director heretofore undertaken with regard to the matters authorized herein.

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. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings, to the extent of such conflict, are hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Section 7. Effective Date. This Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of _____,
2020.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

First Reading: _____, 2020

Second Reading: _____, 2020

EXHIBIT A**FIRST AMENDMENT TO LETTER OF CREDIT
AND REIMBURSEMENT AGREEMENT****FIRST AMENDMENT TO LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT**

This First Amendment to Letter of Credit and Reimbursement Agreement (this "*Amendment*") dated [____], 2020 (the "*First Amendment Effective Date*"), is between the CITY OF COLUMBIA, SOUTH CAROLINA (the "*Issuer*") and SUMITOMO MITSUI BANKING CORPORATION, acting through its New York Branch, and its successors and assigns (the "*Bank*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

W I T N E S S E T H

WHEREAS, the Issuer and the Bank have previously entered into the Letter of Credit and Reimbursement Agreement dated as of August 26, 2015 (as amended, restated, supplemented or otherwise modified to date, the "*Agreement*"), pursuant to which the Bank issued the Irrevocable Transferable Direct-Pay Letter of Credit No. LG/MIS/NY-085889 dated August 25, 2015 (the "*Letter of Credit*"), originally issued in the aggregate amount not to exceed \$83,178,731.00, supporting the Issuer's Waterworks and Sewer System Revenue Bonds, Series 2009 (the "*Bonds*");

WHEREAS, pursuant to Section 7.1 of the Agreement, the Agreement may be amended by a written amendment thereto, executed by the Issuer and the Bank; and

WHEREAS, the Issuer has requested that the Bank extend the Stated Expiration Date and make certain other amendments to the Agreement, and the Bank has agreed to extend the Stated Expiration Date and make such other amendments to the Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 3 hereof, the Agreement shall be amended as follows:

1.01. The definition of the defined term "*Stated Expiration Date*" set forth in Section 1.1 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

"Stated Expiration Date" means August 29, 2025, or any extension of such date, as agreed to by the Bank and the Issuer in accordance with Section 2.1 hereof.

1.02. Article I of the Agreement is hereby amended by the addition of the new defined term “*Confidential Information*” to be inserted in its appropriate place in the alphabetical sequence and to read as follows:

“*Confidential Information*” means any confidential information regarding the Issuer, the Bank or any affiliate of the Bank including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

1.03. Section 5.1 of the Agreement is hereby amended by adding thereto a new paragraph (m) to appear in the appropriate alphabetical sequence and to read as follows:

(m) Waiver of a Future Right to Immunity. In the event that after the date hereof the Issuer becomes entitled by law to invoke immunity with respect to any *ex contractu* actions arising from its contractual obligations under this Agreement and the Fee Letter and such law allows the Issuer to waive its right to immunity with respect thereto, the Issuer hereby agrees to waive such right to claim immunity on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to in any suit, action or proceedings relating to this Agreement or the Fee Letter in the courts of any jurisdiction and no such immunity (whether or not claimed) may be attributed to the Issuer or its revenues or asset.

1.04. Section 7 of the Agreement is hereby amended by adding thereto a new Section 7.14 to appear in the appropriate numerical sequence and to read as follows:

7.14. EMMA Postings. In the event the Issuer files with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“*EMMA*”) this Agreement or any description of the materials thereof or notice of any agreement to any covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant to a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “*Rule*”) (each such posting, an “*EMMA Posting*”), the Issuer shall (i) provide the Bank with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Issuer acknowledges and agrees that although the Bank may request review, edits or redactions of

such materials prior to filing, the Bank is not responsible for the Issuer's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule.

SECTION 2. REQUEST FOR EXTENSION OF STATED EXPIRATION DATE.

The Issuer hereby requests that the Bank extend the Stated Expiration Date to August 29, 2025, and the Bank agrees to such request and will deliver to the Paying Agent an Extension Amendment to the Letter of Credit substantially in the form attached hereto as Exhibit A to effectuate such extension.

SECTION 3. CONDITIONS PRECEDENT.

This Amendment shall become effective on the First Amendment Effective Date subject to the satisfaction of or waiver by the Bank of all of the following conditions precedent (such satisfaction to be evidenced by the Bank's execution and delivery of this Amendment):

3.01. Delivery by the Issuer to the Bank of an executed counterpart of this Amendment.

3.02. Receipt by the Bank of (i) a closing certificate of the Issuer and (ii) a certificate of the Issuer, certifying the names and true signatures of the officers of the Issuer authorized to sign this Amendment.

3.03. Payment directly to Chapman and Cutler LLP, legal counsel to the Bank within thirty (30) days of receipt of an invoice therefrom, of its reasonable legal fees and expenses in an amount not to exceed \$10,000.

3.04. Payment to the Bank of an amendment fee of \$5,000 pursuant to paragraph (b)(2) of the Fee Letter.

3.05. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Bank and its counsel.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE ISSUER.

4.01. The Issuer hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Issuer contained in Section 4 of the Agreement and in each of the Financing Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date and except that the representations contained in Section 4(f) of the Agreement shall

be deemed to refer to the most recent financial statements of the Issuer delivered to the Bank pursuant to Section 5.1(a)(i) of the Agreement).

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

4.02. In addition to the representations given in Section 4 of the Agreement, the Issuer hereby represents and warrants as follows:

(a) The execution, delivery and performance by the Issuer of this Amendment and the performance by the Issuer of the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Issuer.

(b) No further authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Issuer of this Amendment or the performance by the Issuer of the Agreement, as amended hereby.

(c) This Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the Issuer, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

SECTION 5. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *PROVIDED* THAT THE DUTIES AND OBLIGATIONS OF THE ISSUER UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF SOUTH CAROLINA, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf

copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the First Amendment Effective Date.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

[Signature Page to First Amendment to Reimbursement Agreement]

SUMITOMO MITSUI BANKING CORPORATION, acting
through its New York Branch

By: _____
Name: _____
Title: _____

EXHIBIT A

EXTENSION AMENDMENT

[____], 2020

Regions Bank, as Paying Agent (the “Beneficiary”)
[1010 Gervais Street, 2nd Floor
Columbia, South Carolina 29201]

Attention: _____
 Telephone: _____
 Email: _____

Ladies and Gentlemen:

Reference is made to Irrevocable Transferable Direct-Pay Letter of Credit No. LG/MIS/NY-085889 dated August 25, 2015 (the “*Letter of Credit*”), established by us in your favor as Beneficiary related to the Waterworks and Sewer System Revenue Bonds, Series 2009, issued by the City of Columbia, South Carolina (the “*Issuer*”). We notify you that, in accordance with the terms of the Letter of Credit and the Letter of Credit Reimbursement Agreement, dated as of August 26, 2015, between the Issuer and the Bank, the Stated Expiration Date (as defined in the Letter of Credit) has been extended to August 29, 2025.

This amendment must be attached to the Letter of Credit and is made a part thereof.

SUMITOMO MITSUI BANKING CORPORATION, acting
 through its New York Branch

By: _____
 Name: _____
 Title: _____

[Signature Page to First Amendment to Letter of Credit and Reimbursement Agreement]



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2020-058 Authorizing the City Manager to execute Amendment No. 6 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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

First reading approval was given on June 16, 2020.

ATTACHMENTS:

- 2020-058 6th Amended Restated Agreement Baker&Baker (Little Red Schoolhouse) (PDF)

HISTORY:

06/16/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-058

Authorizing the City Manager to execute Amendment No. 6 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 _____, 2020, that the City Manager is authorized to execute the attached Amendment No. 6 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

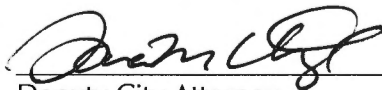
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**AMENDMENT NO. 6 TO AMENDED AND RESTATED
AGREEMENT OF SALE AND PURCHASE**

THIS AMENDMENT NO. 6 TO AGREEMENT OF SALE AND PURCHASE (this "Amendment No. 6") is made and effective this ____ day of _____, 2020 (the "Amendment No. 5 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 Third 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; 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.

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. 6 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. 6 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.

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, Seller and Purchaser have each executed this Amendment No. 6 as of the date of execution set forth below its signature, with the last of such dates being the Amendment No. 6 Effective Date.

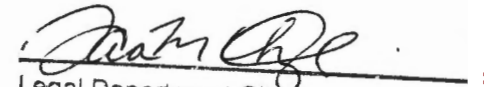
SELLER:

CITY OF COLUMBIA

By: _____
 Name: Teresa Wilson
 Title: City Manager

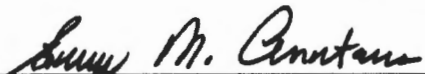
Date: _____, 2020

APPROVED AS TO FORM


 Legal Department City of Columbia, S

PURCHASER:

BAKER AND BAKER REAL ESTATE DEVELOPERS, LLC

By: 
 Name: Steven M. Anastasion
 Title: Manager

Date: June 8th, 2020



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-057 Authorizing the City Manager to execute an Agreement Regarding the Use of the Segra Park Capital Fund between the City of Columbia and Hardball Capital, LLC for the planned multi-use entertainment facility in the Bull Street Development

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

First reading approval was given on June 16, 2020.

ATTACHMENTS:

- 2020-057 Segra Park Capital Fund Use Agreement(PDF)

HISTORY:

06/16/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-057

Authorizing the City Manager to execute an Agreement Regarding the Use of the Segra Park Capital Fund between the City of Columbia and Hardball Capital, LLC for the planned multi-use entertainment facility in the Bull Street Development

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Agreement Regarding Use of the Segra Park Capital Fund, or on a form to be approved by the City Attorney, between the City of Columbia and Columbia Fireflies, LLC d/b/the Columbia.

Requested by:

Assistant City Manager Gentry

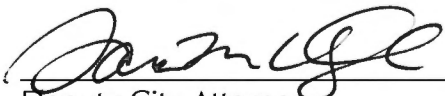
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Agreement Regarding Use of Segra Park City Capital Fund

This agreement ("Agreement") is entered into between the parties ("Parties"), the City of Columbia, South Carolina (the "City") and Columbia Fireflies, LLC d/b/a the Columbia Fireflies (the "Team") regarding the matters addressed herein.

WHEREAS, the City and Hardball Capital, LLC ("Hardball"), the manager of Team, entered into a Venue License Agreement on April 8, 2014 (the "VLA") with respect to the venue currently known as Segra Park (the "Venue"), located at 1640 Freed Street, Columbia, South Carolina, 29201; and,

WHEREAS, the VLA, in Article IV, Section D(1), creates a maintenance and improvement fund (the "City Capital Fund") with revenue generated in, from or in connection with the Venue and with the primary purpose of assuring that "the Venue remains a first-class multi-use entertainment facility and an asset to downtown Columbia and the surrounding community for at least the life of this Agreement"; and,

WHEREAS, Article IV, Section D(4) of the VLA states that the use of the City Capital Fund shall be for City Obligations (which are defined in the VLA as "actual, direct, out-of-pocket costs of all maintenance, repairs and replacements [related to the Venue] for which [the City] is responsible as set forth as set forth on Exhibit IV(C) [to the VLA]") or other capital improvements approved by the City, but at no time shall these funds be used for payment of debt service on bonds or other obligations issued by or on behalf of the City; and,

WHEREAS, on January 30, 2016 and with the City's consent the rights and responsibilities to manage, operate and maintain the Venue pursuant to the VLA were assigned by Hardball to Team; and,

WHEREAS, Team has held games and events drawing approximately 1.2 million patrons to the Venue in the first four years of operation, has operated and maintained the Venue in a first-class fashion, has been a strong partner in the Columbia community and is in full compliance with all of its obligations under the VLA; and

WHEREAS, circumstances beyond the Parties control have caused Major League Baseball to suspend (and will likely cause Major League Baseball to cancel) the 2020 Minor League Baseball season, and health and safety concerns have caused the Venue to be shut down and will cause the Venue to continue to remain closed or to operate in a greatly reduced capacity, causing great strain to the operations of Team; and,

WHEREAS, the Parties wish to assure that City and Team continue their successful partnership for the remaining years of the VLA and beyond, and that the Venue continues to be maintained and operated in a first-class fashion both now and in the future; and,

WHEREAS, Team is pursuing opportunities to create special events at the facility utilizing COVID-19 safety protocols in order to maximize utilization of the Venue during these unprecedented times; and,

WHEREAS, expenses specifically associated with support of special events (such as staffing, janitorial, set up/tear down, etc.) scheduled at the Venue will not be included in expenses to be paid via the City Capital Fund but those expenses necessary for maintenance of the Venue independent of special events (such as field maintenance, utilities, elevator maintenance, HVAC maintenance, fire alarm and suppression system, etc.) are allowable as expenses to be paid via the City Capital Fund; and,

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

1. From the date of this Agreement through sixty days after the resumption of regularly scheduled Minor League Baseball games at the Venue or June 30, 2021 whichever occurs first, Team shall be permitted to utilize the funds in the City Capital Fund for the benefit of the Venue--specifically for maintenance costs in connection with the Venue, Venue utilities payments and debt service payments (regularly scheduled principal and interest) related to the Team's contribution into the Venue; provided, however, that at no time shall these funds be used for payment of debt service on bonds or other obligations issued by or on behalf of the City. Team shall submit an accounting of the eligible expenses monthly to the City Manager for reimbursement from the City Capital Fund and the City shall provide that reimbursement for these permitted uses.
2. The monthly eligible expenses are estimated to range from Forty Thousand and No/100 (\$40,000.00) Dollars to Fifty Thousand and No/100 (\$50,000.00) Dollars but will vary from month to month, based on maintenance needs and other costs of the Venue.
3. The City and Team agree that the City Capital Fund will not be allowed to be reduced below Four Hundred and No/100 (\$400,000.00) Dollars unless and until both parties agree to such.
4. The Team acknowledges funds used from the City Capital Fund will be returned to the City Capital fund during the term of the VLA, either by means of installments or through future maintenance activities intended to be covered through the City Capital Fund per the terms of the VLA, Exhibit IV(C).
5. Per Article IV, Section D(2), City shall have no obligation to contribute to the City Capital Fund other than the revenue generated in, by, through or in connection with the Venue per the VLA. All funds in the City Capital Fund have been, and will continue to be (unless the City specifically agrees otherwise) generated from the Venue and/or Team's operation thereof or obligations under the VLA.
6. All other rights and responsibilities of the Parties under the VLA shall remain in full force and effect.

This Agreement is effective as of the date of the last signature herein below.

Columbia Fireflies, LLC
1640 Freed Street
Columbia, South Carolina 29201

City of Columbia, South Carolina
Post Office Box 147
Columbia, South Carolina 29217

By: _____
John E. Katz, President
Date: _____

By: _____
Teresa B. Wilson, City Manager
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-049 Granting an encroachment to 401 Heyward Street, LLC for the use of the right of way area of the 400 and 500 blocks of Heyward Street for the installation and maintenance of landscaping and irrigation adjacent to 401, 425, 501, and 525 Heyward Street, Richland County TMS#08816-12-13, 08816-12-14, 08816-13-14, and 08816-13-15

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2020-049 encroach 400-500 blks Heyward Street (PDF)

ORDINANCE NO.: 2020-049

Granting an encroachment to 401 Heyward Street, LLC for the use of the right of way area of the 400 and 500 blocks of Heyward Street for the installation and maintenance of landscaping and irrigation adjacent to 401, 425, 501, and 525 Heyward Street, Richland County TMS#08816-12-13, 08816-12-14, 08816-13-14, and 08816-13-15

WHEREAS, 401 Heyward Street, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 400 and 500 blocks of Heyward Street adjacent to 401, 425, 501, and 525 Heyward Street, Richland County TMS#08816-12-13, 08816-12-14, 08816-13-14, and 08816-13-15, for the installation and maintenance of 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 _____, 2020, that Grantee is hereby granted the right to use the right of way areas of the 400 and 500 blocks of Heyward Street adjacent to 401, 425, 501, and 525 Heyward Street, Richland County TMS#08816-12-13, 08816-12-14, 08816-13-14, and 08816-13-15 for the installation and maintenance of landscaping and irrigation, as shown on the attached drawings.

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 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 the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Landscaping to be maintained by property owner.

4. Existing irrigation should not spray 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.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

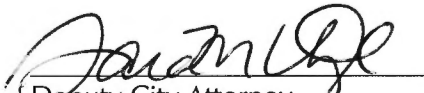
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-049**



**400 AND 500 BLOCKS OF HEYWARD STREET
ADJACENT TO 401, 425, 501, AND 525 HEYWARD STREET
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 401, 425, 501, and 525 Heyward Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation
Applicant:	401 Heyward St., LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray 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.
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CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Be cautious of tree roots while working in the area. Root damage can significantly impact health and structure of the existing trees. Keep materials, equipment and other debris out of the tree zone. If there are any city tree root issues, please contact Forestry and Beautification.
Land Development	Recommend approval.

Fire	Recommend approval.
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Attachment: 2020-049 encroachment 400-500 blks Heyward Street (6006 : Ordinance No.: 2020-049 encroachment 400 & 500 blks Heyward Street)

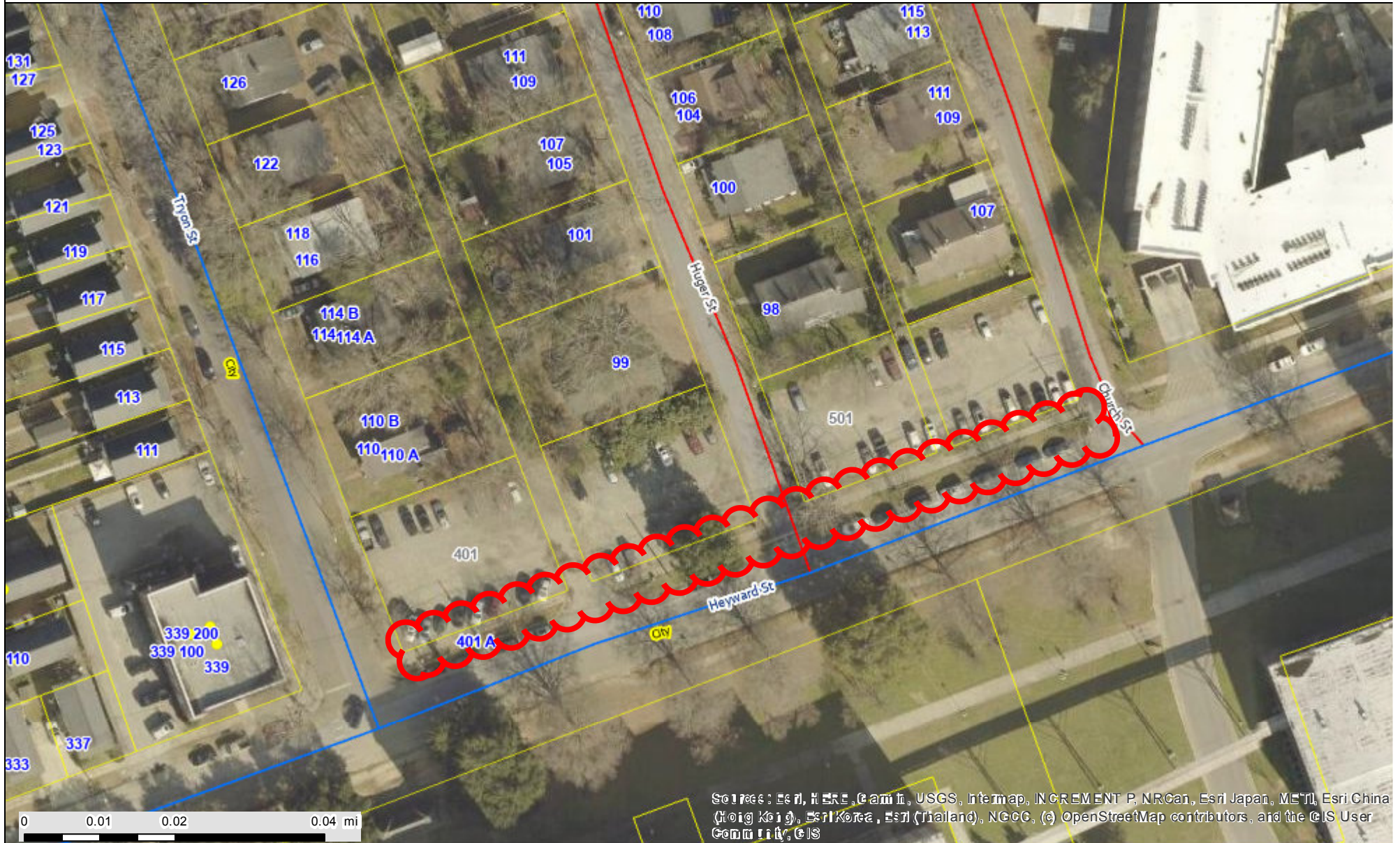
City of Columbia

Heyward St. Encroachments

30.a



Monday, February 17, 2021



Attachment: 2020-049 encroach 400-500 blks Heyward Street (6006 : Ordinance No.: 2020-049 encroach



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.



Packet Pg. 770

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 803-343-8779; 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: 1-21-2020 Property Owner: 401 Heyward Street, LLC
 Applicant's Name if different from Property Owner: Garvin Design Group
 Contact Information: Telephone Number: 803-212-1032 Fax Number: _____
 Mailing address: 1209 Lincoln Street E-mail address: arogerson@qarvindesigngroup.com
 Business Name/Development Name for Encroachment: Heyward Street Apartments
 Encroachment type: Wall Fence Columns Steps X Irrigation System X Landscaping _____ Driveway _____ Pavers _____ Sidewalk/Walkway
 Planters _____ Awning _____ Underground Utilities _____ Other: _____

Dimensions (height/width/length): Underground irrigation piping and landscaping along Heyward Street within
 (i.e. 6'x42' wooden privacy fence; the R.O.W. to be maintained by the property owner.
 two 12'x4'x3' concrete steps)

Construction material: _____

☐ **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

Johnathan Chambers
 John Fellows
 Brian Cook
 Jerry Thompson
 Fanessa Pinckney
 Amy Moore
 Robert Harkins
 Denny Daniels
 Robert Anderson
 Robert Sweat
 David Brewer
 Sara Hollar
 John Hooks
 Chip Timmons
 David Koon
 John David Spade
 LR: 7/2014

DEPARTMENT

Development Services (Land Development)
 Development Services (Planning)
 Development Services (Zoning)
 Development Services (Building Inspections)
 Development Services (Permits)
 Development Services (Historic Preservation)
 Development Services (Plans Review)
 Utilities & Engineering (Construction Management)
 Public Works (Administration)
 Public Works (Street Division)
 Public Works (Traffic Engineering)
 Public Works (Forestry & Beautification)
 Public Works (Solid Waste)
 Risk Management
 Fire Department
 Parking Services

PHONE

803-545-3333
 803-545-3222
 803-545-3332
 803-545-3420
 803-545-3420
 803-545-3222
 803-545-3420
 803-545-3400
 803-545-3780
 803-545-3790
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 803-545-3701
 803-545-3070

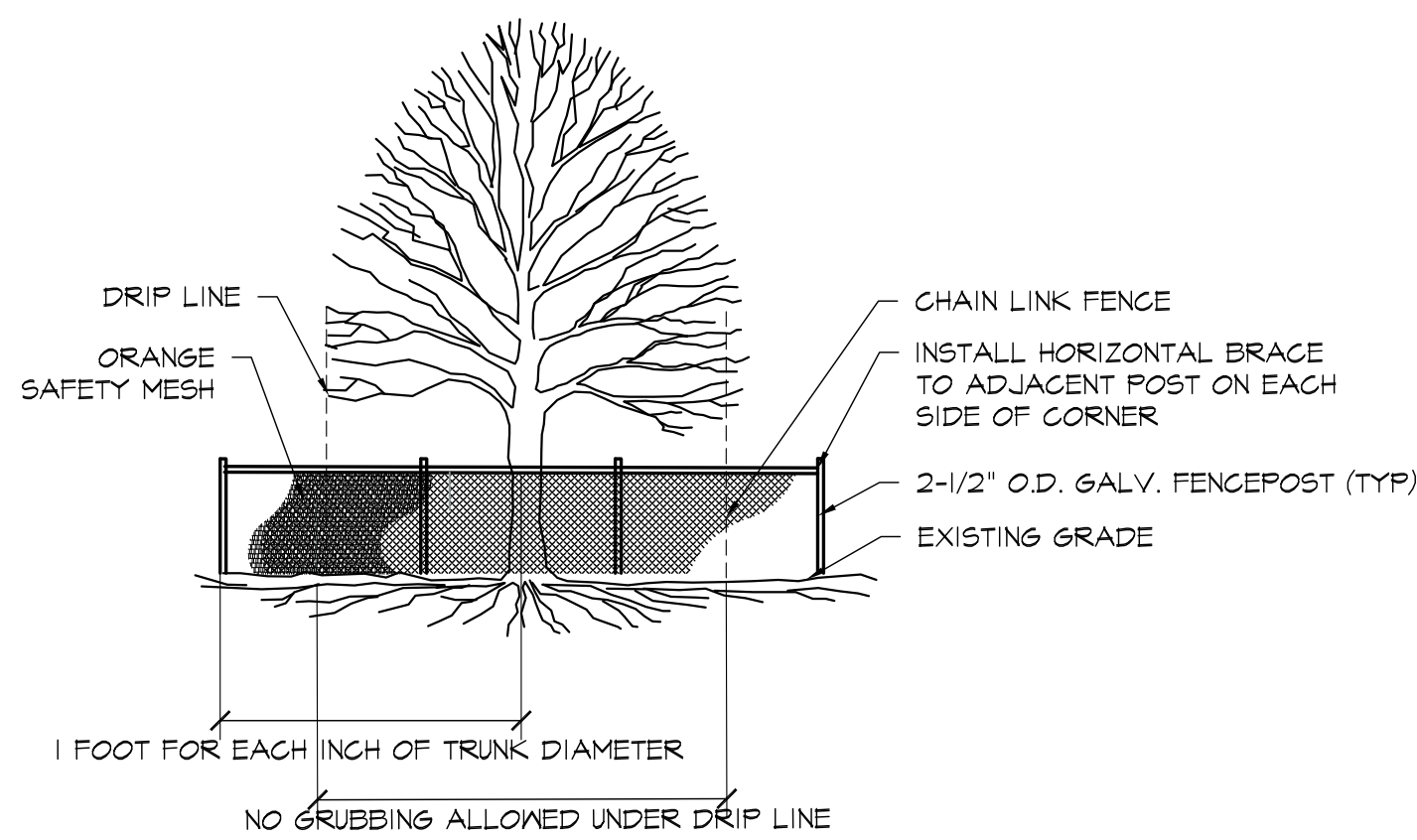
FAX

803-343-8779
 803-733-8647
 803-733-8647
 803-733-8699
 803-733-8699
 803-733-8647
 803-733-8647
 803-988-8199
 803-733-8648
 803-545-3785
 803-733-8648
 803-733-8648
 803-733-8245
 803-401-8839
 803-733-8523

E-MAIL

jechambers@columbiasc.net
 jsfellows@columbiasc.net
 kbcook@columbiasc.net
 jlthompson@columbiasc.net
 fcpinckney@columbiasc.net
 aemoore@columbiasc.net
 rlharkins@columbiasc.net
 jddaniels@columbiasc.net
 raanderson@columbiasc.net
 rgswaatt@columbiasc.net
 ddbrewer@columbiasc.net
 sehollar@columbiasc.net
 jphooks@columbiasc.net
 catimmons@columbiasc.net
 cldgkoon@columbiasc.net
 spade@columbiasc.net

Attachment: 2020-049 encroach 400-500 blks Heyward Street (6006 : Ordinance No.: 2020-049 encroach 400 & 500 blks Heyward Street)



NUMBER	PLANT NAME	DBH	CONDITION	ACTION
1	OAK	18"	75 % GOOD	REMAIN
2	OAK	36"	75 % GOOD	REMAIN
3	MAGNOLIA	56"	25 % GOOD	REMOVE PER CONDITION
4	SYCAMORE	36"	50 % GOOD	REMOVE FOR CONSTRUCTION

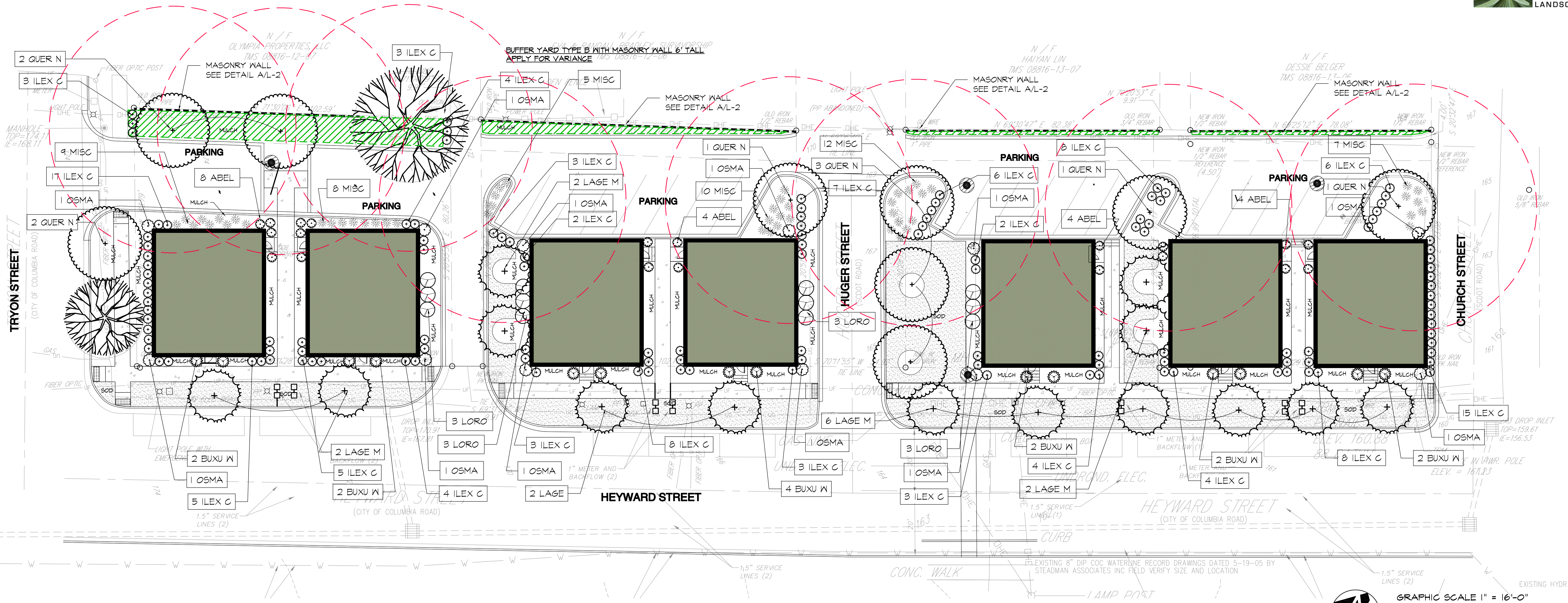
Legend for tree marking symbols:

- TO BE REMOVED
- TO BE PRESERVED & PROTECT
- TREE NUMBER
- TREE PROTECTION FENCE SEE DETAIL



TREE PROTECTION FENCING

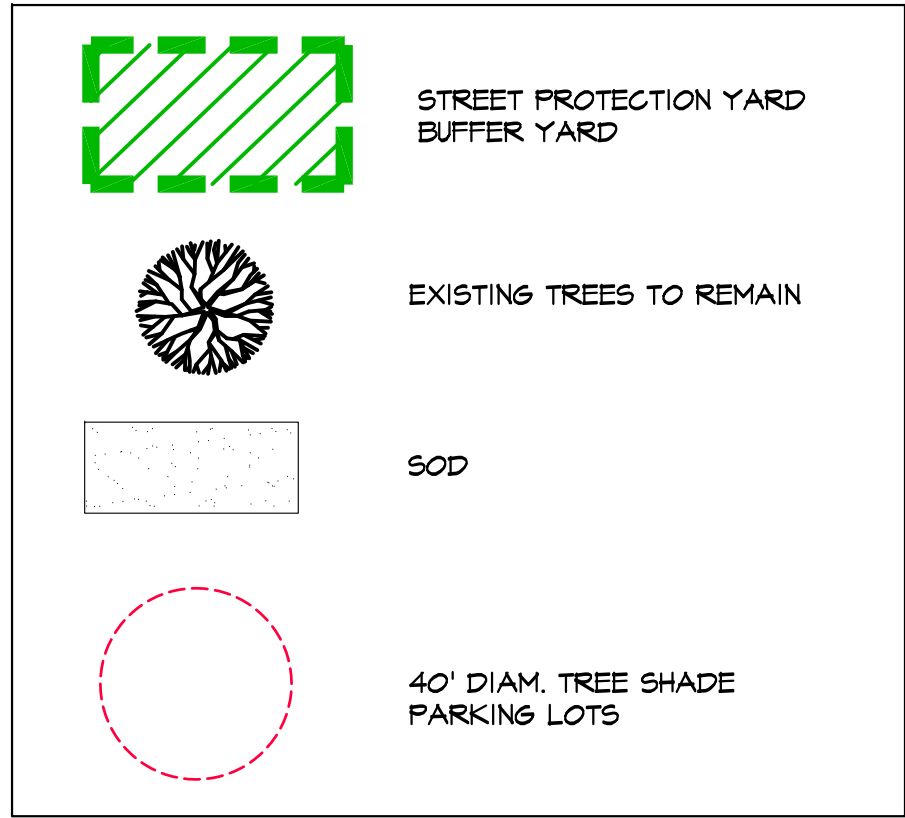
NOT TO SCALE



PLANT LIST

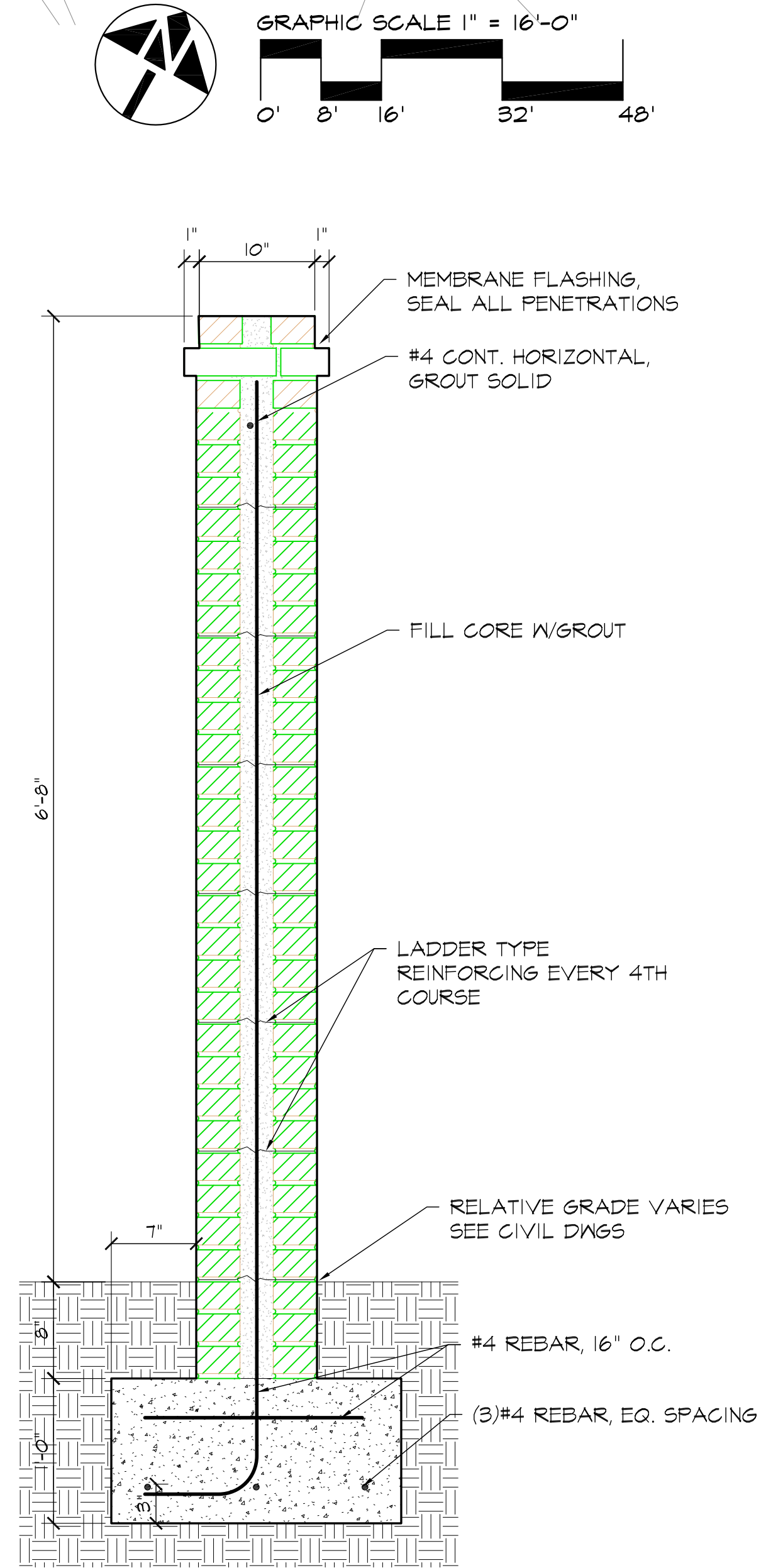
ABBR.	BOTANICAL NAME	COMMON NAME	CALIFER	SPREAD	MINIMUM HEIGHT	BALL DIA.	NO. GANES	COMMENTS	QTY.
LAGE M	LASERSTROEMIA MUSKOGEE	MUSKOGEE CRAWPEMYRTLE	2' EA.	4'-6'	10'-12'	28"	3 MIN	MATCHING, SPECIMEN	14
QUER N	QUERCUS NUTTALLI	NUTTALL OAK	3'	6'	12'	32"	1	MATCHING, SPECIMEN	4
ABEL S	ABELIA X GRANDIFLORA 'SHERWOOD'	'SHERWOOD' ABELIA		15"	12"	3 GAL.	3-5	PLANT 3' O.C.	20
BUXU W	BUXUS MICROPHYLLA 'WINTERGREEN'	WINTERGREEN BOXWOOD		6'-8"	12"	3 GAL.	3-5	AS SHOWN	14
ILEX C	ILEX CORNUTA 'CARISSA'	CARISSA HOLLY		15'-18"	12"	3 GAL.	3-5	PLANT 3' O.C.	117
LORO	LOROPETALUM CHINENSE	LOROPETALUM		24"	24"	3 GAL.	3-5	AS SHOWN	12
MISC	MISCANTHUS SINENSIS	MAIDEN GRASS		18"	18"	3 GAL.	3-5	PLANT 3' O.C.	51
OSMA	OSMANTHUS FRAGRANS	FRAGRANT TEA OLIVE		24"	24"	3 GAL.	3-5	PLANT 4' O.C.	12
SOD	EREMOCHLOA OPHIOIDES	CENTPEDE GRASS						WELL ROOTED	5,910 SF

LEGEND



Density Factor Calculation Worksheet

City of Columbia Tree Credits					
Type of Development	Commercial or Residential Subdivision				
TOTAL SITE	0.481 ACRES				
REQUIRED UNITS (DFS)	20.43 DFS UNITS				
TREES SAVED (EDF)					
Quantity	Tree Species	Softwood?	Health	Tree Caliper	Units Credits
1	Oak		75%	18 in	6.4 6.3
1	Oak		75%	36 in	42.6 42.0
			100%	Choose D.B.H.	0.0 0.0
			100%	Choose D.B.H.	0.0 0.0
			100%	Choose D.B.H.	0.0 0.0
			100%	Choose D.B.H.	0.0 0.0
			100%	Choose D.B.H.	0.0 0.0
			100%	Choose D.B.H.	0.0 0.0
			100%	Choose D.B.H.	0.0 0.0
			100%	Choose D.B.H.	0.0 0.0
2			100%	Choose D.B.H.	0.0 0.0
					Total Credits 38.25
GRAND TREES REMOVED					
Quantity	Hardwood Tree Species	Health	Tree Caliper	Units	Credits
1	Magnolia	50%	36	41.6	40.8
	Sycamore	50%	36	42.6	21.3
		100%	Choose D.B.H.	0.0	0.0
		100%	Choose D.B.H.	0.0	0.0
		100%	Choose D.B.H.	0.0	0.0
Quantity	Softwood Tree Species	Health	Tree Caliper	Units	Credits
		100%	Choose D.B.H.	0.0	0.0
		100%	Choose D.B.H.	0.0	0.0
		100%	Choose D.B.H.	0.0	0.0
		100%	Choose D.B.H.	0.0	0.0
		100%	Choose D.B.H.	0.0	0.0
2			100%	Choose D.B.H.	0.0 0.0
					Total Credits 62.1
TREES PLANTED					
Quantity	Tree Species	Softwood?	Tree Caliper	Units	Credits
9	Oak		3 in	1.5	15.5
14	Crape Myrtle		2 in	1.0	14.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
23			Choose Caliper	0.0 0.0	
					Total Credits 27.5
Required Units/Acre (DFS)	20.43				
Additional Units from Grand Tree Removal	62.10				
Total Required Credits (RDF)	82.53				
Existing/Saved Credits (EDF)	38.3				
Planted Credits	27.5				
Proposed Credits	65.75				
REMAINDER	-16.8				



PRELIMINARY
NOT FOR CONSTRUCTION

A
L-4
MASONRY WALL DETAIL
SECTION

SCALE 1"=10'-0"

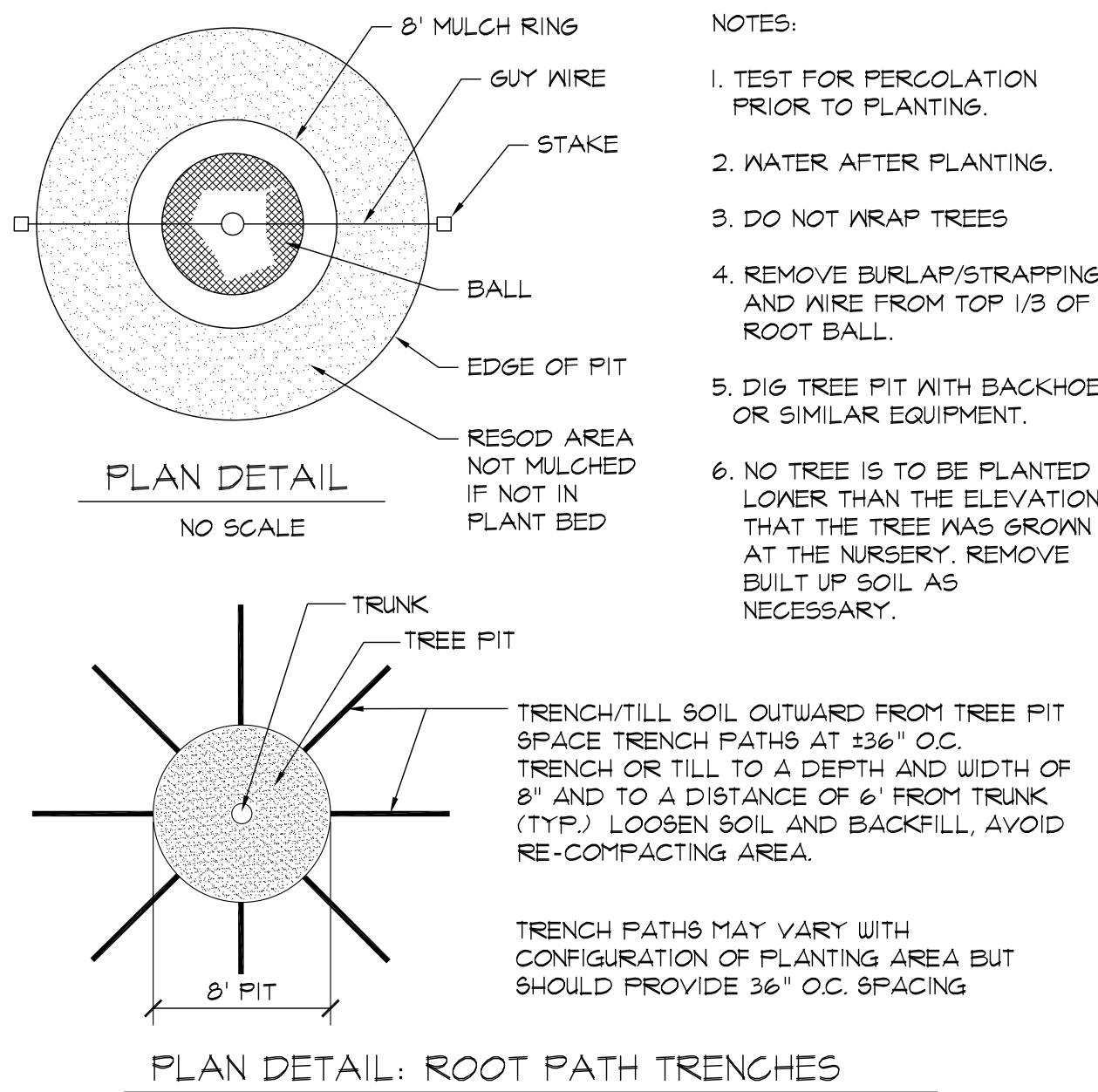
PROJECT TITLE
HEYWARD ST APARTMENTS

Columbia, SC 29201

DRAWN BY:
CHECKED BY:

DRAWING TITLE
PLANTING PLAN,
DFC WORKSHEET

PROJECT NO.
1527.19
DATE
12.05.19
DRAWING NO.
L-2

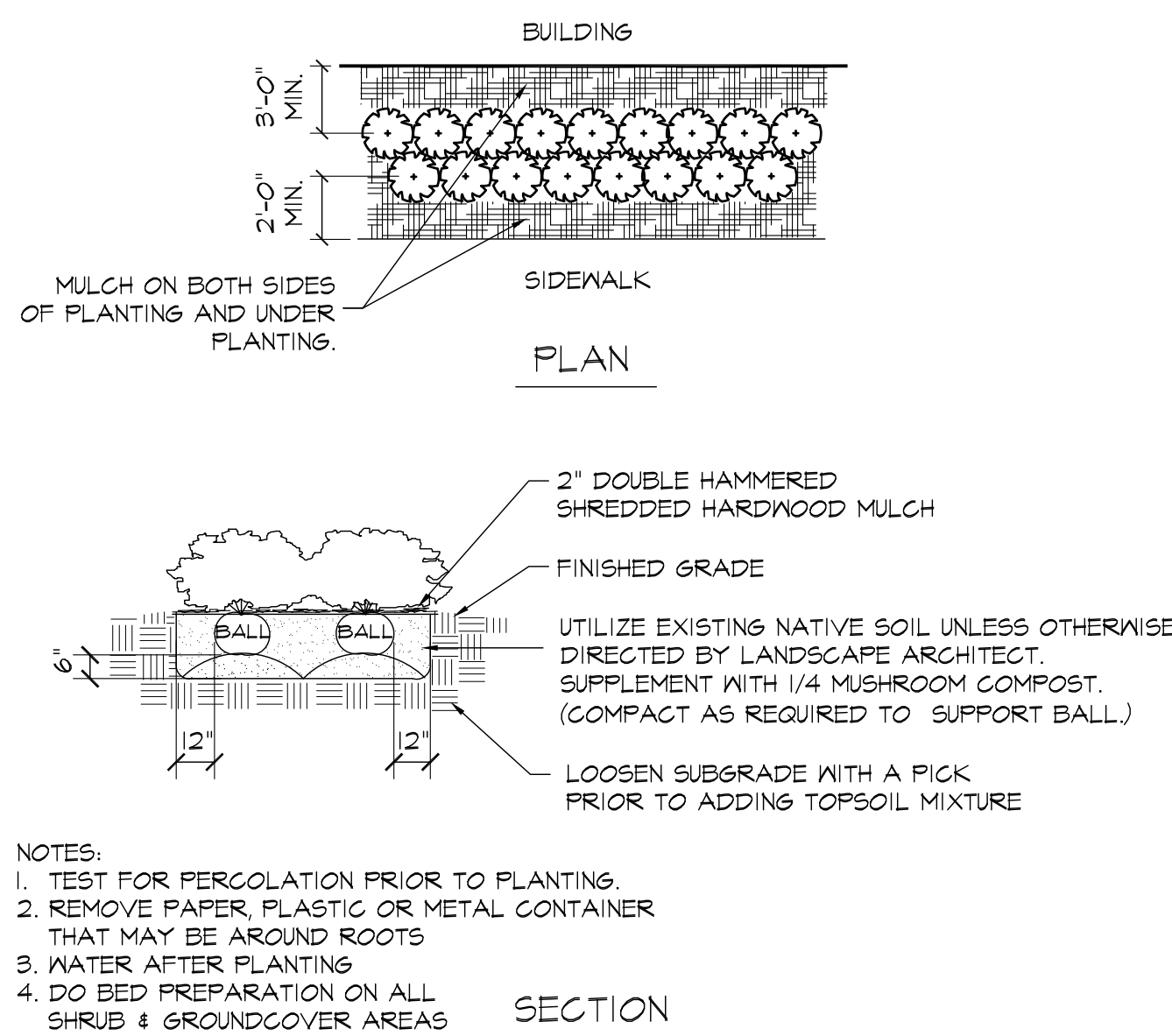
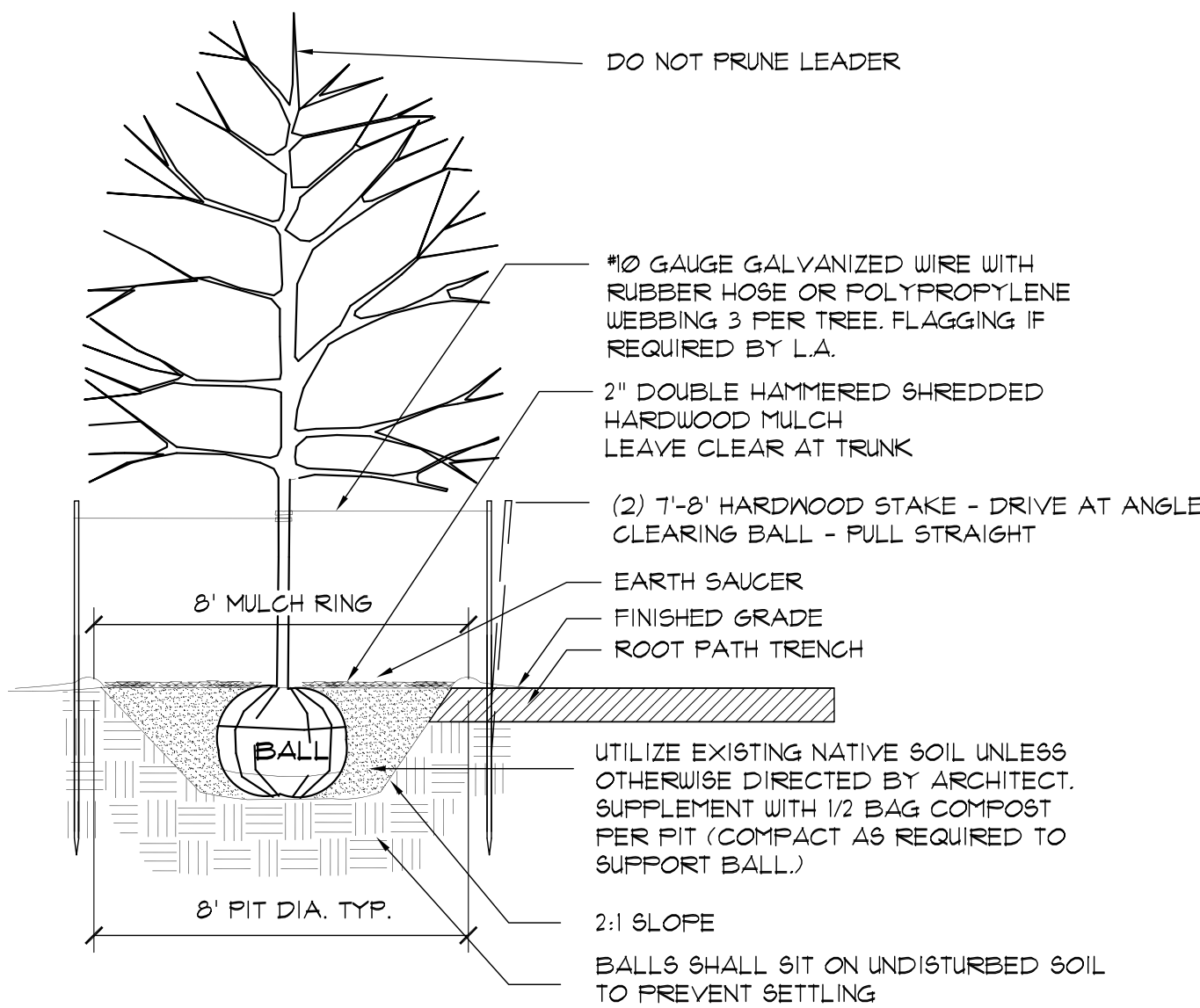


A
L-3

TREE PLANTING AND STAKING

SECTION

NOT TO SCALE



B
L-3

SHRUB PLANTING

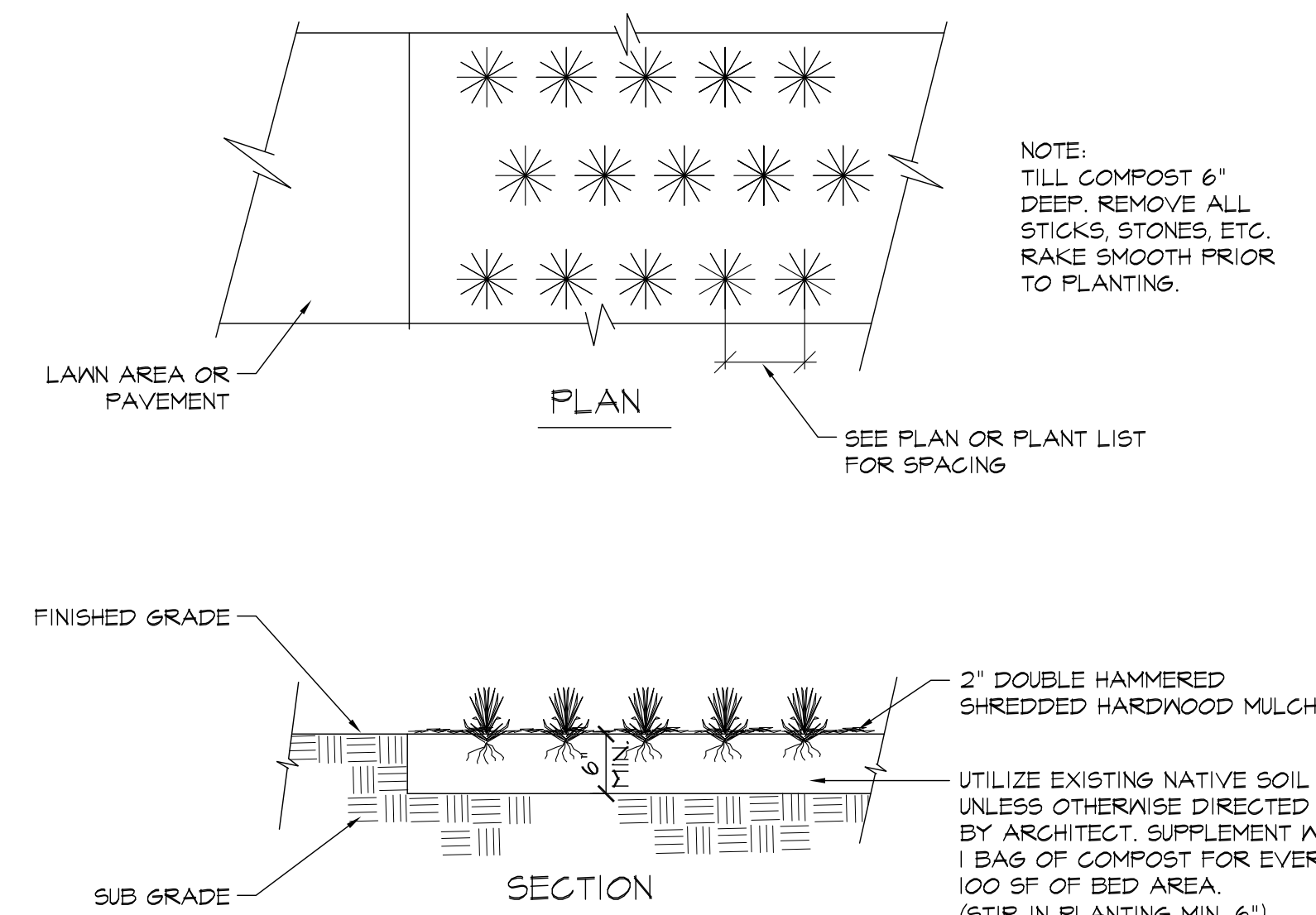
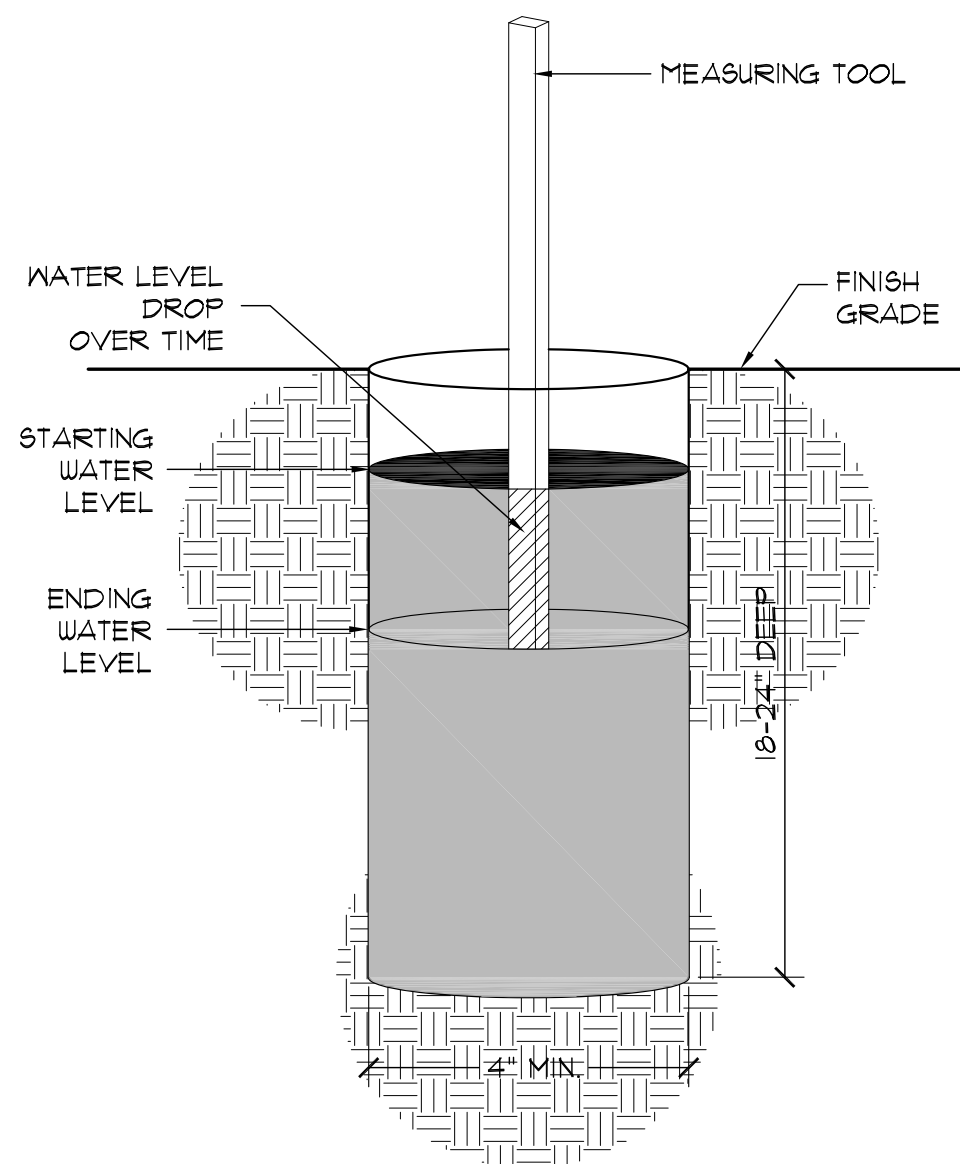
NOT TO SCALE

INSTRUCTIONS FOR PERFORMING A PERCOLATION TEST

1. WITH A SHOVEL OR POSTHOLE DIGGER, DIG HOLE 18" TO 24" DEEP. HOLE DIAMETER SHOULD BE A MINIMUM OF 4 INCHES. THE DIAMETER OF THE HOLE SHOULD BE UNIFORM FROM TOP TO BOTTOM WITH THE BOTTOM BEING FLAT.
2. FILL HOLE WITH WATER TO THE TOP AND LET STAND FOR AT LEAST AN HOUR TO PRE-WET THE SOIL.
3. REFILL HOLE TO WITHIN A COUPLE INCHES OF THE TOP. DON'T OVERFLOW THE HOLE.
4. TO AID IN MEASUREMENT, PLACE A STICK ACROSS THE TOP OF THE HOLE AND USE A RULER OR MEASURING TAPE TO MARK PERIODIC DROPS IN WATER LEVEL.
5. ALLOW THE HOLE TO DRAIN FOR AT LEAST ONE HOUR. A LONGER PERIOD OF TIME (2 TO 3 HOURS) WILL GIVE A MORE ACCURATE READINGS OF AVERAGE PERCOLATION RATES.
6. DETERMINE AVERAGE DROP IN WATER LEVEL PER HOUR AND REFER TO THE TABLE BELOW TO INTERPRET RESULTS.

HOW TO INTERPRET RESULTS	
IF WATER LEVEL IN HOLE DROPS...	SITE IS...
LESS THAN ONE-HALF INCH PER HOUR	POORLY DRAINED AND SUITED TO WET -SITE SPECIES
ONE HALF-INCH TO ONE INCH PER HOUR	MODERATELY WELL DRAINED AND ACCEPTABLE FOR MANY SPECIES INCLUDING WET SITE SPECIES
MORE THAN ONE INCH PER HOUR	WELL DRAINED AND SUITABLE FOR ALL SPECIES INCLUDING SENSITIVE SPECIES

PERCOLATION TEST HOLE



C
L-3

TYPICAL GROUNDCOVER PLANTING

NOT TO SCALE

D
L-3

PERCOLATION TEST

ISOMETRIC

NOT TO SCALE

GENERAL NOTES

1. EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT THE SITE. STAKE-OUT BY THE CONTRACTOR AND ADJUSTMENT BY THE LANDSCAPE ARCHITECT IS ABSOLUTELY NECESSARY.
2. LOCATIONS OF THOSE UTILITIES SHOWN ARE APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE FAILURE TO DO SO. CONTACT PALMETTO UTILITY PROTECTION SERVICE AT 1-888-121-1811 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.
3. CONTRACTOR SHALL INFORM LANDSCAPE ARCHITECT IF PROPOSED DESIGN IS IN CONFLICT WITH EXISTING OR PROPOSED UTILITIES. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION TO ADJUST PROPOSED DESIGN OR UTILITIES AS NECESSARY TO RESOLVE CONFLICTS.
4. BASE PLAN DATA DERIVED FROM SITE SURVEY. PROVIDED BY _____ DATED _____

PLANTING NOTES

1. PLANTS LABELED NIC ARE NOT IN CONTRACT AND ARE NOT A PART OF THIS PHASE OF WORK.
2. REQUIREMENTS FOR THE MEASUREMENTS, BRANCHING, GRADINGS, QUALITY, BALLING AND SPREADING OF PLANTS IN THE PLANT LIST GENERALLY FOLLOWS OR EXCEEDS A CODE OF STANDARDS CURRENTLY RECOMMENDED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. IN THE AMERICAN STANDARD FOR NURSERY STOCKS. SEE THE PLANT LIST FOR MORE RESTRICTIVE REQUIREMENTS.
3. ALL PLANTS SHALL HAVE A WELL FORMED HEAD WITH MINIMUM CALIFER, HEIGHT AND SPREAD OF THE SIDE BRANCHES AS SHOWN ON THE PLANT LIST. TRUNKS SHALL BE UNDAMAGED AND SHAPE SHALL BE TYPICAL OF THE SPECIES.
4. MEASUREMENT OF CONIFER HEIGHT SHALL INCLUDE NOT MORE THAN FIFTY (50) PER CENT OF THIS YEARS' VERTICAL GROWTH (TOP CANDLE).
5. THE LANDSCAPE CONTRACTOR IS HEREBY NOTIFIED OF THE EXISTENCE OF UNDERGROUND UTILITIES WITHIN THE LIMITS OF THE PROJECT AREA. THE CONTRACTOR SHOULD VERIFY THE EXACT LOCATION OF ALL UTILITY LINES PRIOR TO COMMENCEMENT OF DIGGING OPERATIONS.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR STAKING AND LAYOUT OF PLANTING ON THIS PROJECT. THE LANDSCAPE ARCHITECT OR OWNER SHALL BE ADVISED WHEN STAKES ARE READY FOR INSPECTION ON VARIOUS PLANTING AREAS. ALL LAYOUT WORK SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO OPENING ANY PLANTING PITS.
7. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO VERIFY THAT EACH EXCAVATED TREE OR SHRUB PIT WILL PERCOLATE (DRAIN) PRIOR TO ADDING TOPSOIL AND INSTALLING TREES OR SHRUBS. THE CONTRACTOR SHALL DO PERCOLATION TEST AS DETAILED ON DETAIL D11-3. THE OWNER OR LANDSCAPE ARCHITECT SHALL VERIFY ACCURACY AND EFFECT OF PERCOLATION TESTING. IF THE SOIL AT GIVEN AREA DOES NOT DRAIN PROPERLY, A PVC DRAIN OR GRAVEL SUMP SHALL BE INSTALLED OR THE PLANTINGS RELOCATED.
8. SHOULD THE LANDSCAPE CONTRACTOR ENCOUNTER UNSATISFACTORY SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PAN, STEAM OR OTHER UTILITY LINES OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS, HE MUST ADVISE THE LANDSCAPE ARCHITECT IN WRITING OF THE CONDITIONS PRIOR TO INSTALLING THE PLANTS. OTHERWISE, THE LANDSCAPE CONTRACTOR WARRANTS THAT THE PLANTING AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF THE PLANTS TO BE INSTALLED.
9. PLANTING PITS FOR TREE AND SHRUBS SHALL BE PREPARED AS PER DETAILS.
10. DOUBLE HAMMERED SHREDDED HARDWOOD MULCH SHALL BE APPLIED TO ALL SHRUB BEDS BY THE CONTRACTOR. BEDS SHALL BE TREATED WITH PREEMERGENT HERBICIDE BY THE CONTRACTOR BEFORE MULCH IS APPLIED. SHREDDED HARDWOOD MULCH SHALL BE TWO INCHES DEEP. A SAMPLE OF SHREDDED HARDWOOD MULCH SHALL BE PRESENTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
11. ALL TREES ARE TO BE STAKED IMMEDIATELY AFTER PLANTING AS DETAILED. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF STAKING HOSES, ETC. AT THE END OF THE ONE YEAR GUARANTEE PERIOD.
12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP THE SITE AT THE COMPLETION OF THE PROJECT AND SHALL MAINTAIN THE SITE IN A REASONABLY NEAT AND CLEAN STATE THROUGHOUT THE INSTALLATION PROCESS. STREETS AND PAVED AREAS SHALL BE CLEANED REGULARLY TO REMOVE CONSTRUCTION MATERIALS AND OTHER DEBRIS RESULTING FROM WORK OF THE PROJECT.
13. PLANTS SHALL BE GUARANTEED FOR THE DURATION OF ONE (1) FULL YEAR AFTER THE FINAL ACCEPTANCE OF THE PLANTING BY THE OWNER AND SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. ANY PLANT NOT IN A HEALTHY AND VIGOROUS STATE AT THE END OF THE GUARANTEE PERIOD SHALL BE REPLACED AT NO COST TO THE OWNER. PLANTS SEVERELY DAMAGED BY VANDALS ARE NOT SUBJECT TO REPLACEMENT BY THE CONTRACTOR DURING THE ONE YEAR GUARANTEE PERIOD.
14. REPLACEMENTS OF DEAD OR UNSATISFACTORY MATERIAL SHALL BE MADE AS SPECIFIED IN THE PLANT LIST. THE OWNER OR LANDSCAPE ARCHITECT SHALL INSPECT REPLACED PLANTS WHEN ALL REPLACEMENTS HAVE BEEN MADE. REPLACEMENTS ARE TO BE ALIVE AND IN A HEALTHY CONDITION WHEN THE REPLACEMENTS ARE COMPLETE, AND SHALL BE SUBJECT TO A ONE (1) YEAR GUARANTEE FROM THE DATE OF SATISFACTORY REPLACEMENT.
15. NO EXCAVATION OR PLANTING PIT SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT.
16. PLANT MATERIAL QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR REFERENCE ONLY AND THE CONTRACTOR IS RESPONSIBLE FOR THE ACTUAL PLANT MATERIAL QUANTITIES. DISCREPANCIES BETWEEN QUANTITIES SHOWN ON THE PLANTING PLAN AND THOSE IN THE PLANT LIST SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION. IF CLARIFICATION OF DISCREPANCIES FROM THE LANDSCAPE ARCHITECT IS NOT POSSIBLE, THEN QUANTITIES SHOWN ON THE PLANTING PLAN SHALL TAKE PRECEDENCE.





We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-051 Granting an encroachment to South Carolina Automobile Dealers Association for the use of the right of way area of the 1400 block of Pulaski Street for the installation and maintenance of a brick retaining wall adjacent to 1410 Pulaski Street, Richland County TMS#09009-10-02

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2020-051 encroach 1410 Pulaski Street (SCADA) (PDF)

ORDINANCE NO.: 2020-051

Granting an encroachment to South Carolina Automobile Dealers Association for the use of the right of way area of the 1400 block of Pulaski Street for the installation and maintenance of a brick retaining wall adjacent to 1410 Pulaski Street, Richland County TMS#09009-10-02

WHEREAS, South Carolina Automobile Dealers Association (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1400 block of Pulaski Street adjacent to 1410 Pulaski, Richland County TMS#09009-19-02, for the installation and maintenance of a concrete sidewalk measuring approximately five (5') feet in width and one hundred forty-five (145') feet in length, landscaping, and irrigation as shown on the attached drawings.

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way areas of the 1400 block of Pulaski Street adjacent to 1410 Pulaski Street, Richland County TMS#09009-10-02, for the installation and maintenance of a concrete sidewalk measuring approximately five (5') feet in width and one hundred forty-five (145') feet in length, landscaping, and irrigation as shown on the attached drawings.

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 construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Landscaping to be maintained by property owner.

4. Existing irrigation should not spray 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.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

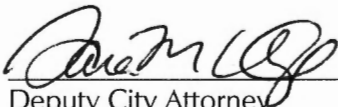
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-051**



**1400 BLOCK OF PULASKI STREET
ADJACENT TO 1410 PULASKI STREET
SIDEWALK**

Subject Property:	Right-of-way adjacent to 1400 Pulaski Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a concrete sidewalk
Applicant:	South Carolina Automobile Dealers Association
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete sidewalk measuring approximately five (5') feet in width and one hundred forty-five (145') 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. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray 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
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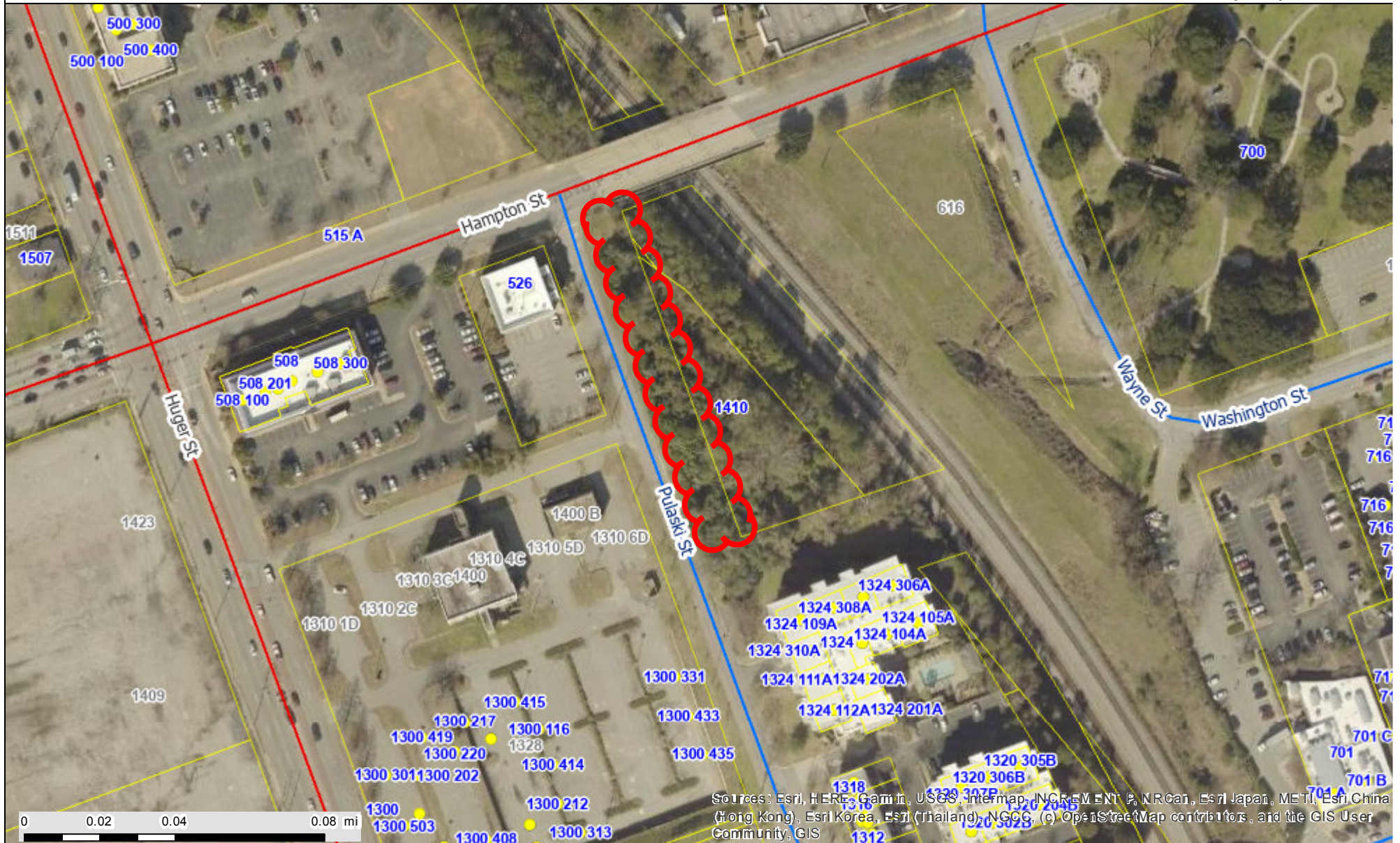
CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Be cautious of tree roots while working in the area. Root damage can significantly impact health and structure of the existing trees. Keep materials, equipment and other debris out of the tree zone. If there are any city tree root issues, please contact Forestry and Beautification.

Land Development	Recommend approval.
Fire	Recommend approval.

31.a

Attachment: 2020-051 encroachment 1410 Pulaski Street (SCADA) (6007 : Ordinance No.: 2020-051 encroachment



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.

Packet Pg. 780

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

31.a

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 mail at jechambers@columbiasc.net; fax at 803-343-8779; 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: **5-04-2020** Property Owner: **SC Automobile Dealers Association**
 Applicant's Name if different from Property Owner: _____
 Contact Information: Telephone Number: **803-252-0205** Fax Number: _____
 Mailing address: **1410 Pulaski St. Columbia, SC 29201** E-mail address: **simms@scada.com**
 Business Name/Development Name for Encroachment: **Pulaski St. Auto Parking Lot**
 Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☒ Irrigation System ☒ Landscaping ☒ Driveway ☐ Pavers ☒ Sidewalk/Walkway
☐ Planters ☐ Awning ☐ Underground Utilities Other: **Storm Drainage and Retaining Wall**

Dimensions (height/width/length): **5' wide sidewalk (Approximately 145' long) and 87' wide driveway**
 (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps)

Construction material: **Concrete (Sidewalk) & Heavy Duty Bituminous Pavement (Driveway)**

☐ **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: _____

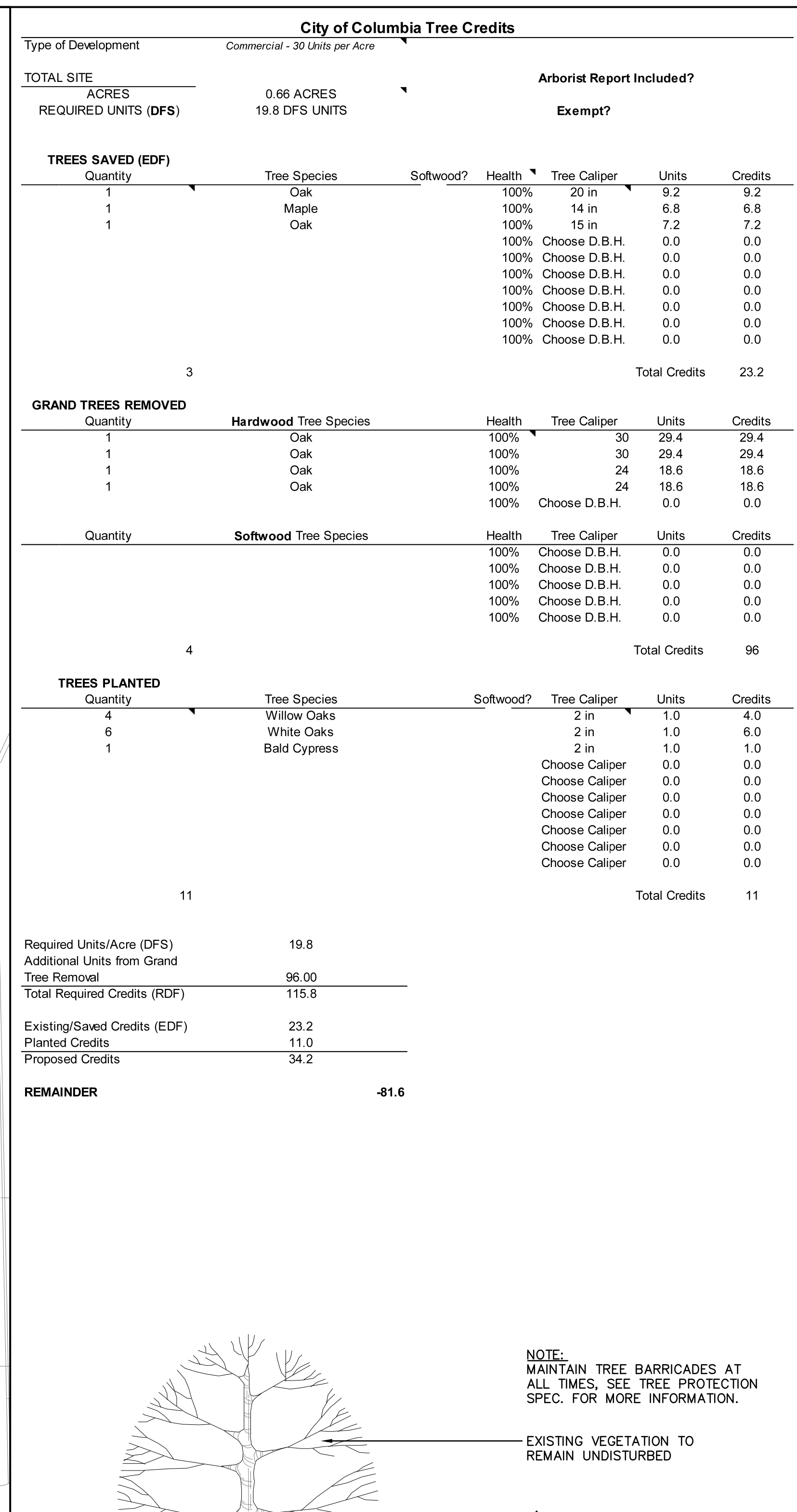
I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

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	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014



A. - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING DAMAGE TO EXISTING TREES LOCATED ALONG ACCESS AND HAUL ROADS, AND ADJACENT TO, OR WITHIN BUILDING CONSTRUCTION SITES AND MATERIAL AND EQUIPMENT STORAGE AREAS. THOSE TREES TO BE SAVED SHALL BE FLAGGED BY THE LANDSCAPE ARCHITECT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

B. - CONTRACTOR WILL PROVIDE NECESSARY BARRICADES AND FENCING SO AS TO DIVERT AND DIRECT VEHICULAR AND PEDESTRIAN TRAFFIC AWAY FROM TREES. THE BARRICADES AND FENCING TYPE SHALL BE AS SHOWN ON THE CIVIL CONSTRUCTION DOCUMENTS.

C. - MATERIALS SHALL NOT BE STORED, NOR VEHICLES PARKED WITHIN THE DRIP-LINE OF THE TREES UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT OR OWNER.

D. - VEHICLES AND EQUIPMENT SHALL NOT BE DRIVEN OVER EXPOSED ROOTS AND ROADS SHALL NOT BE LOCATED WITHIN THE DRIP-LINE OF TREES UNLESS APPROVAL IS OBTAINED FROM THE LANDSCAPE ARCHITECT.

E. - ALL TREES INTENDED TO BE SAVED WHICH HAVE BEEN DAMAGED DUE TO CONSTRUCTION PRACTICES, SHALL BE INSPECTED AND TREATED BY A CERTIFIED ARBORIST AT THE CONTRACTOR'S EXPENSE.

F. - NO CUTTING OR FILLING OF EXISTING GRADE, TRENCHING, OR PRUNING SHALL OCCUR UNLESS SPECIFICALLY DIRECTED BY THE CONSTRUCTION DOCUMENTS, OR THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT AND OWNER.

FERTILIZATION

FERTILIZE THE DRIP-LINE OF ALL TREES WITH A BALANCED FERTILIZER AT THE RATE OF 2 POUNDS OF NITROGEN PER 1000 SQUARE FEET. FERTILIZATION SHALL BE THE "DEEP ROOT FEEDING" METHOD AND SHALL BE APPLIED DURING SPRING AND FALL BY A CERTIFIED ARBORIST.

INSECT AND DISEASE CONTROL

ALL TREES SHALL BE INSPECTED ON A SEMI-ANNUAL BASIS FOR INSECT AND DISEASE INFESTATION. ANY NOTED INFESTATIONS SHALL BE TREATED WITH AN APPROVED PESTICIDE AS PER MANUFACTURER RECOMMENDATIONS.

PRUNING

TREES SHALL BE INSPECTED YEARLY BY A CERTIFIED ARBORIST AND PROPERLY PRUNED AS REQUIRED. ALL WEAK GROWTH SHALL BE REMOVED. ALL BRANCHES OVER 1" DIAMETER SHALL BE REMOVED BY THE DOUBLE CUT METHOD AND TREATED AS NECESSARY TO PREVENT INFECTION. NEVER TOP OR SHEAR EXISTING TREES.

SOIL

THE EXISTING SOIL SHALL BE TESTED AT REGULAR INTERVALS BY A QUALIFIED SOILS LABORATORY. SOIL AMENDMENTS SHALL BE ADDED AS DIRECTED BY THE LABORATORY TO ENSURE THE PROPER SOIL PH.

NOTE:
 MAINTAIN TREE BARRICADES AT ALL TIMES, SEE TREE PROTECTION SPEC. FOR MORE INFORMATION.

EXISTING VEGETATION TO REMAIN UNDISTURBED

4' HIGH ORANGE POLYETHYLENE LAMINAR SAFETY NETTING SECURED TO POST AND CROSSBAR WITH WIRE

WOODEN POSTS

EXISTING GRADE

ROOT ZONE TO BE PROTECTED

4'-0"

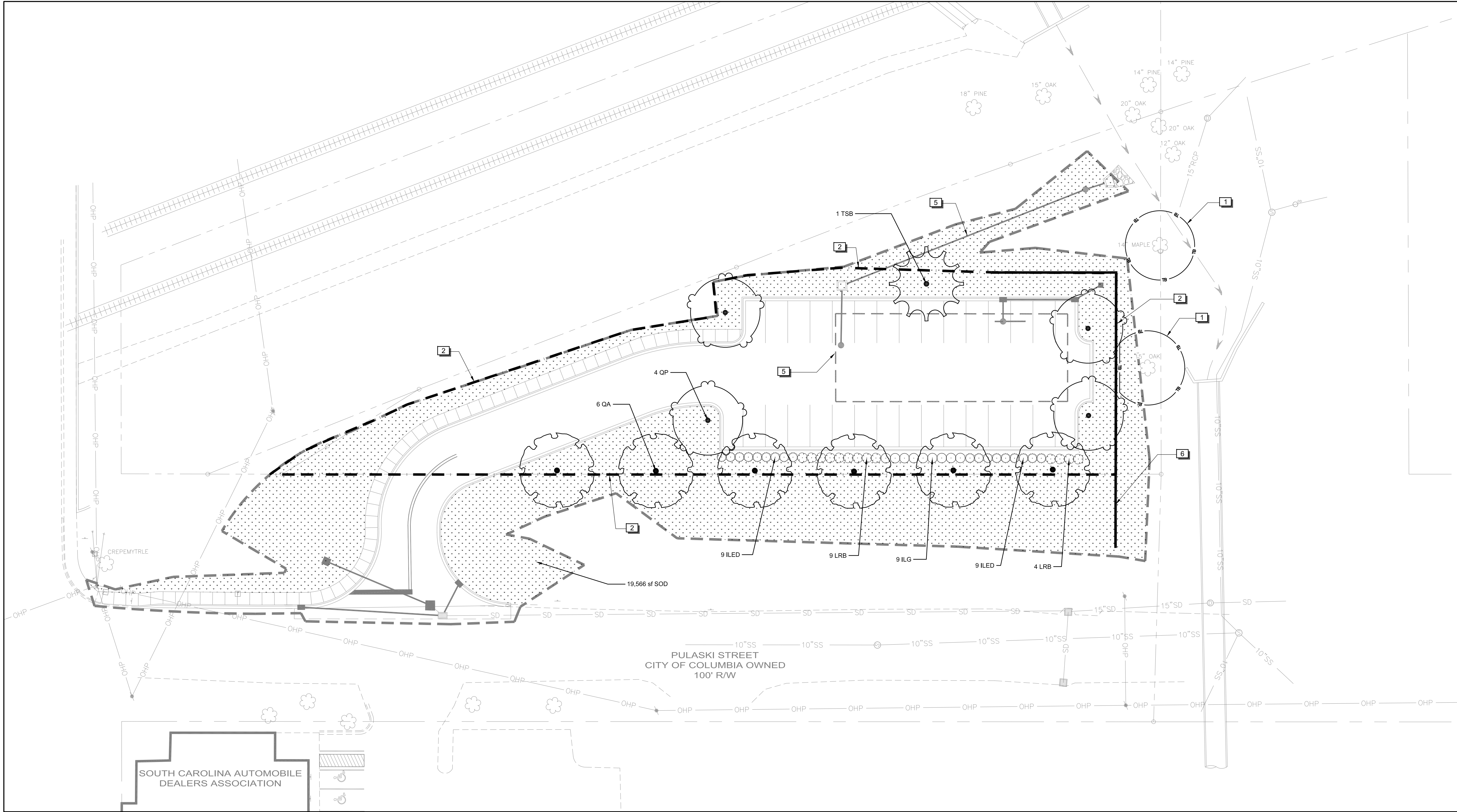
1'-0"

NOTES:

1. ALL TREE PROTECTION BARRICADES MUST HAVE TWO HORIZONTAL CROSS RAILS.
2. BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES AND GRAND TREES. THE TREE PROTECTION ZONE EXTENDS ONE FOOT IN RADIUS FROM THE TREE FOR EACH ONE INCH OF TREE DIAMETER (MEASURED AT FOUR AND ONE-HALF FEET ABOVE GROUND LEVEL) OR ONE-HALF THE TREE'S HEIGHT, WHICHEVER IS GREATER.

No.	REVISION	DATE

Mar 25, 2020 -- 2:49pm -- S:\Projects\19741 Pulaski Auto drawings\Civil\20-03-12\19741.LP.dwg



GENERAL PLANTING NOTES

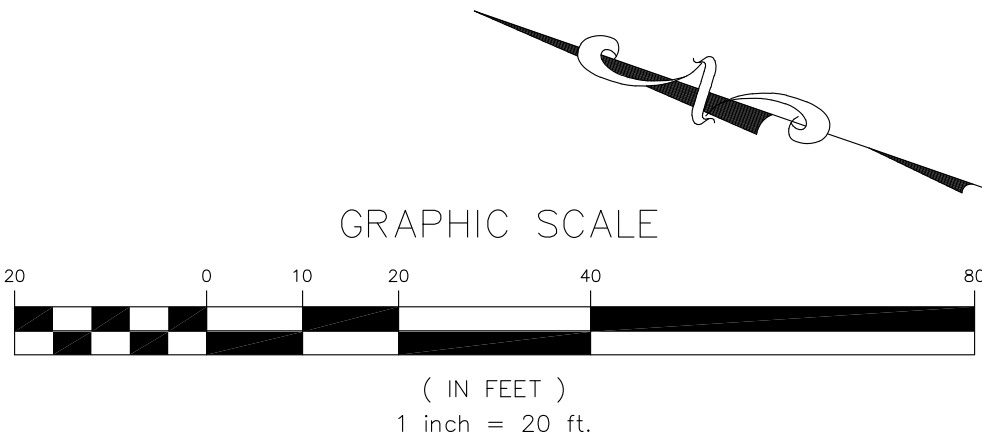
1. INSTALL METAL EDGING IN ALL AREAS WHERE PLANT BEDS ARE ADJACENT TO LAWN AREAS AS WELL AS ALL TREES LOCATED IN LAWN AREAS.
2. THE CONTRACTOR SHALL LOCATE ALL PROPOSED & EXISTING UTILITIES PRIOR TO THE BEGINNING OF WORK. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO UTILITIES THAT ARE DISTURBED AS A RESULT OF THE WORK.
3. THE CONTRACTOR SHALL MAINTAIN ALL GRASSED AREAS, INCLUDING THE REPAIR OF EROSION AREAS, UNTIL GRASS HAS REACHED THE LEVEL OF FINAL ACCEPTANCE & THROUGHOUT THE MAINTENANCE CONTRACT PERIOD IF APPLICABLE.
4. ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION SHALL BE REPAIRED, GRADED, & GRASSED AT THE CONTRACTORS EXPENSE.
5. ALL TREE BARRICADES SHALL BE MAINTAINED AROUND THE DESIGNATED TREES AT ALL TIMES. ALL WORK IN THOSE AREAS SHALL BE DONE BY HAND.
6. PROVIDE EROSION CONTROL DEVICES WHERE EROSION KEEPS OCCURRING (SEE CIVIL PACKAGE FOR SITE EROSION CONTROL PLAN).
7. ALL PLANT BEDS SHALL RECEIVE (1) ONE BALE OF PINE NEEDLE MULCH PER 60 SQ. FT. TO A DEPTH OF 4".
8. CONTRACTOR SHALL RE-SPREAD EXISTING TOPSOIL STOCKPILED ON SITE, AND SHALL PROVIDE SUPPLEMENTAL TOPSOIL AS NEEDED. REFER TO SPECIFICATIONS FOR MORE DETAILED INFORMATION.
9. ALL PLANT BEDS SHALL RECEIVE A WEED INHIBITOR ("PREEN" OR EQUAL).

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	TREE PROTECTION FENCE – SEE DETAIL ON SHEET L1.1 FOR DETAIL AND MORE INFORMATION.
2	IRRIGATION LIMITS – SEE IRRIGATION NOTES ON SHEET L3.1 AND SPECIFICATIONS FOR MORE INFORMATION.
3	LIMITS OF DISTURBANCE – SEE CIVIL DRAWINGS FOR MORE INFORMATION.
4	TREES TO BE REMOVED – SEE CIVIL DRAWINGS FOR MORE INFORMATION.
5	UNDERGROUND DETENTION – SEE CIVIL DRAWINGS FOR MORE INFORMATION.
6	SEGMENTAL RETAINING WALL – SEE CIVIL DRAWINGS FOR MORE INFORMATION.

LANDSCAPE REQUIREMENTS

- 1) CITY REQUIREMENTS: VEHICULAR SURFACE AREA (PARKING LOT) INTERIOR PLANTINGS (17–419)
 - ONE SHADE TREE AND EIGHT SHRUBS FOR EVERY 3,200 SQUARE FEET.
 - 12,940 TOTAL SQUARE FEET OF VUA / 3200 = 4.04 TREES REQUIRED (11 TREES SHOWN).
 - EVERY PARKING SPACE MUST BE WITHIN 40' OF THE TRUNK OF A SHADE TRE.
- 2) STREET PROTECTIVE YARD – A LANDSCAPE STRIP ADJACENT TO THE RIGHT OF WAY.
 - ONE SHADE TREE FOR EVERY 40' OF STREET FRONTAGE.
 - 30"–36" EVERGREEN SCREEN ALONG VSA AREA (24" HT. AT INSTALLATION).



No.	REVISION	DATE

7436 BROAD RIVER ROAD
SUITE 212
IRMO, SC 29063
803.781.3141
ADCENGINEERING.COM

ADC
ENGINEERING

A/E SEAL

SOUTH CAROLINA REGISTERED PROFESSIONAL ARCHITECT
No. 892
JAMES W. GRIFFIN, AIA

A/E SEAL

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
No. 00253
JAMES W. GRIFFIN, P.E.

PROJECT TITLE

PULASKI ST AUTO PARKING LOT
526 HAMPTON ST
COLUMBIA, SC

DRAWING TITLE

LANDSCAPE
PLAN

DRAWN BY
FWG

CHECKED BY
FWG

FILE:

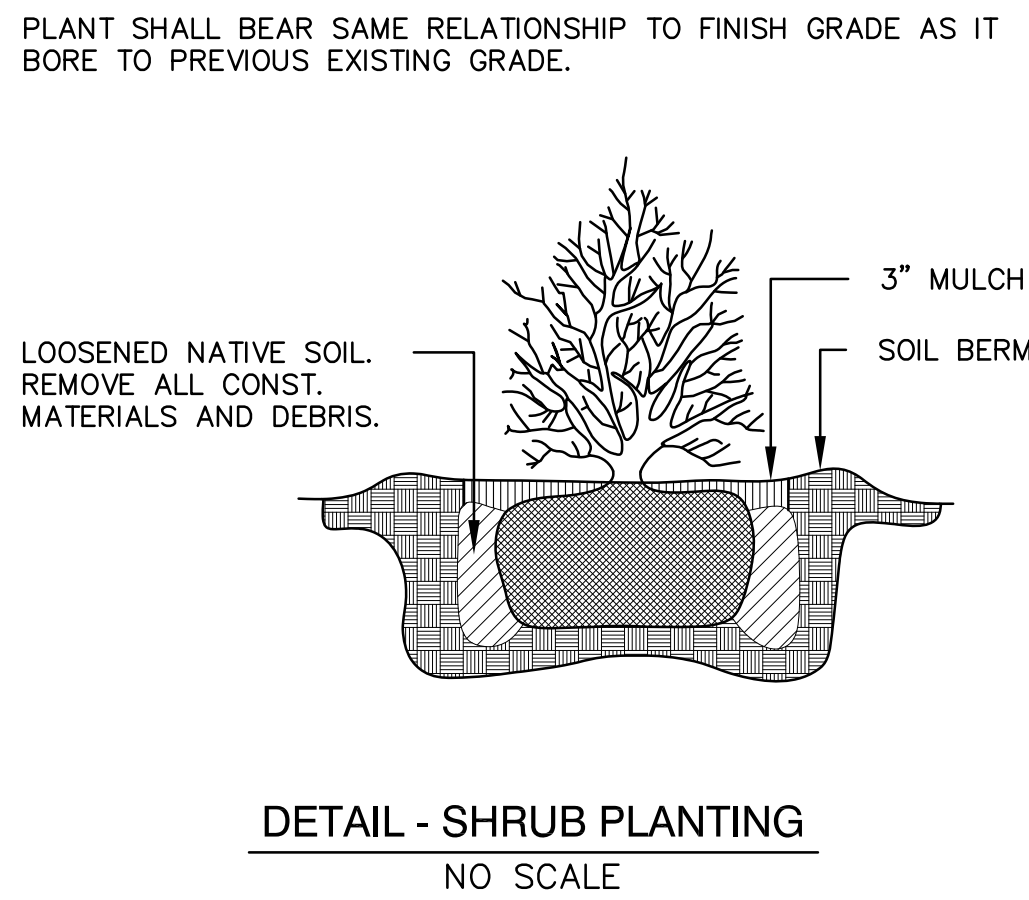
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PROJECT NO.
19-741

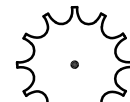
DATE
20 MARCH 2020

DRAWING NO.
L2.1



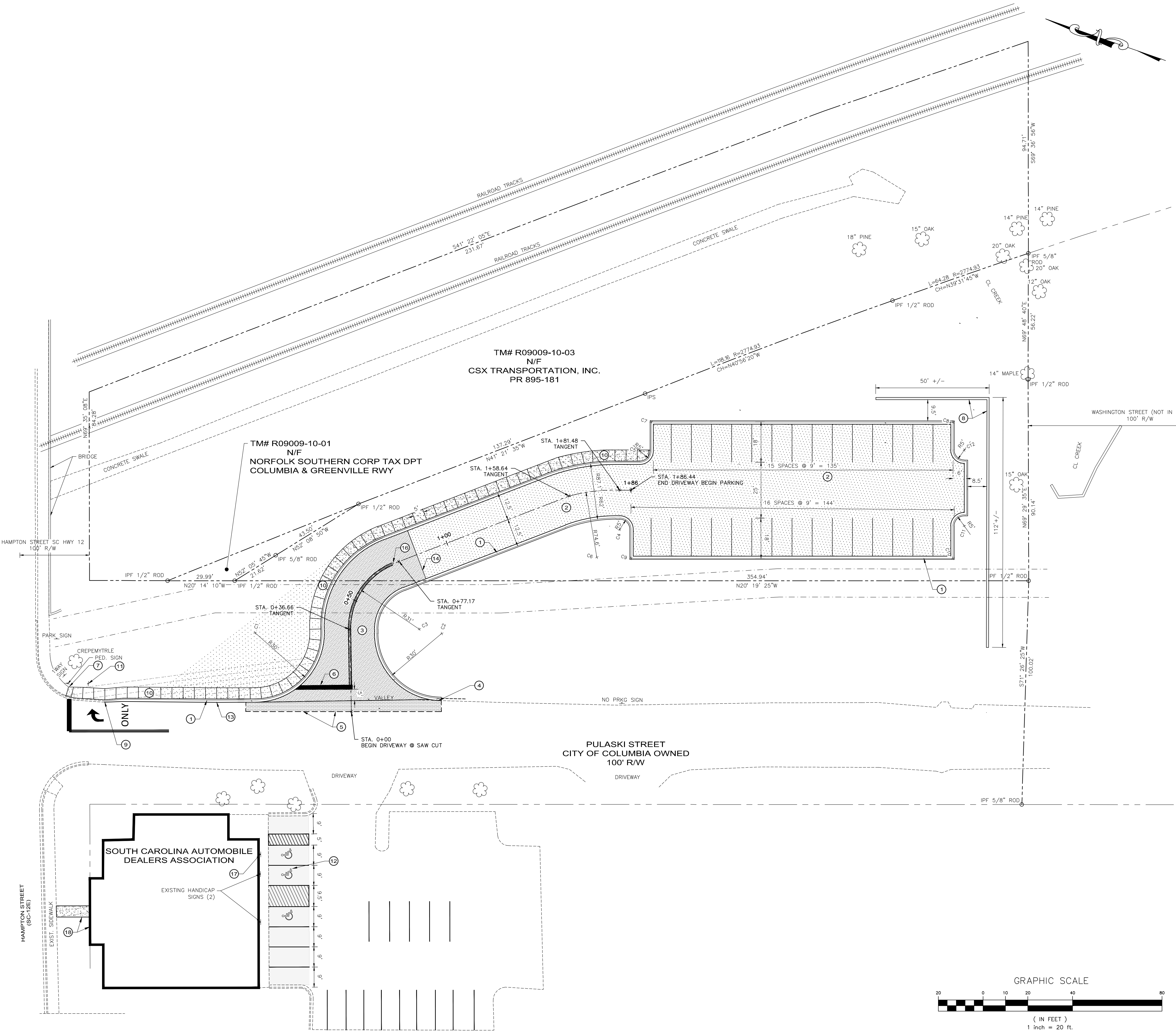
1. THE CONTRACTOR IS ADVISED TO VISIT THE SITE AND VERIFY FIELD CONDITIONS.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE BUILDING CODES. THE CONTRACTOR SHALL OBTAIN ALL LICENSES AND PERMITS REQUIRED FOR THE PERFORMANCE OF HIS WORK.
3. ALL PLANT BEDS SHALL BE MULCHED WITH A MINIMUM OF 3" MULCH. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE FROM NEW CONSTRUCTION.
4. QUANTITIES LISTED ARE AN ESTIMATE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR MUST VERIFY COUNT FROM PLAN. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. COMPENSATION BY OWNER SHALL NOT BE IN ORDER FOR MISCALCULATIONS. SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL OF LANDSCAPE ARCHITECT AND OWNER.
5. EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT SITE. STAKE OUT BY CONTRACTOR AND FIELD ADJUSTMENT BY LANDSCAPE ARCHITECT ARE ABSOLUTELY NECESSARY.
6. ALL PLANT MATERIAL SHALL BE GUARANTEED BY CONTRACTOR FOR A MINIMUM PERIOD OF ONE YEAR FROM DATE OF COMPLETION AND ACCEPTANCE BY OWNER.
7. THE LOCATION OF ALL ABOVE GROUND AND BELOW GROUND UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. DAMAGE TO UTILITIES AND PERSONAL INJURY AS A RESULT OF THE FAILURE TO DETERMINE AND/OR RESPECT UTILITY LOCATIONS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. UTILITY LOCATIONS ARE NOT SHOWN ON THESE PLANS.

1. THE CONTRACTOR IS ADVISED TO VISIT THE SITE AND VERIFY FIELD CONDITIONS.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE BUILDING CODES. THE CONTRACTOR SHALL OBTAIN ALL LICENSES AND PERMITS REQUIRED FOR THE PERFORMANCE OF HIS WORK.
3. ALL PLANTED AREAS SHALL BE IRRIGATED BY AN AUTOMATIC LANDSCAPE IRRIGATION SYSTEM. SYSTEM SHALL BE DESIGNED BY IRRIGATION CONTRACTOR. SHOP DRAWINGS SHALL BE SUBMITTED TO LANDSCAPE ARCHITECT FOR APPROVAL.
4. LANDSCAPE IRRIGATION SYSTEM SHALL BE INSTALLED ON SEPARATE WATER METER. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE APPLICATION, PAYMENT OF NECESSARY FEES, AND COORDINATION OF METER INSTALLATION WITH LOCAL UTILITY AND GENERAL CONTRACTOR / OWNER. IRRIGATION CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE IRRIGATION SYSTEM WITH THE GENERAL CONTRACTOR.
5. PIPE SLEEVES SHALL BE INSTALLED BY IRRIGATION CONTRACTOR AS NECESSARY. COORDINATE WITH GENERAL CONTRACTOR.
6. IRRIGATION TIME CLOCK LOCATION SHALL BE COORDINATED WITH ARCHITECT AND LANDSCAPE ARCHITECT.
7. ALL CATEGORIES OF EQUIPMENT (E.G. - VALVES, HEADS, ETC.) SHALL BE OF A SINGLE MANUFACTURER.
8. PROVIDE MINI-CLICK (OR APPROVED EQUAL) RAIN SENSOR AND INTEGRATE WITH CONTROLLER.
9. EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT SITE. STAKE OUT BY CONTRACTOR AND FIELD ADJUSTMENT ARE ABSOLUTELY NECESSARY.
10. IRRIGATION SYSTEM SHALL BE MAINTAINED AND GUARANTEED BY CONTRACTOR FOR A MINIMUM PERIOD OF ONE YEAR FROM DATE OF COMPLETION AND ACCEPTANCE BY OWNER.
11. THE LOCATION OF ALL ABOVE GROUND AND BELOW GROUND UTILITIES IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. DAMAGE TO UTILITIES AND PERSONAL INJURY AS A RESULT OF THE FAILURE TO DETERMINE AND/OR RESPECT UTILITY LOCATIONS IS THE SOLE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. UTILITY LOCATIONS ARE NOT SHOWN ON THESE PLANS.
12. CONTRACTOR SHALL PROVIDE 3 COPIES OF SYSTEM AS BUILTS TO OWNER UPON COMPLETION.

PLANT SCHEDULE						
CANOPY TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	QA	QUERCUS ALBA / WHITE OAK	FIELD GROWN	2" CAL. MIN.	10' HT. MIN.	6
	QP	QUERCUS PHELLOS / WILLOW OAK	FIELD GROWN	2" CAL. MIN.	10' HT. MIN.	4
	TSB	TAXODIUM DISTICHUM 'SHAWNEE BRAVE' TM / BALD CYPRESS	FIELD GROWN	2" CAL. MIN.	10' HT. MIN.	1
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	FIELD2	FIELD3	QTY
	ILED	ILEX CORNUTA 'DWARF BURFORD' / DWARF BURFORD HOLLY	CONTAINER	24" HT. MIN.	Ⓢ 4' O.C.	18
	ILG	ILEX GLABRA / INKBERRY HOLLY	CONTAINER	24" HT. MIN.	Ⓢ 4' O.C.	9
	LRB	LOROPETALUM CHINENSE RUBRUM 'BURGUNDY' / BURGUNDY LOROPETALUM	CONTAINER	24" HT. MIN.	Ⓢ 4' O.C.	13
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	CONT	FIELD2	FIELD3	QTY
	SOD	CYNODON DACTYLON / BERMUDA GRASS	SOD			19,566 SF

No.	REVISION	DATE

Attachment: 2020-051 encroachment 1410 Pulaski Street (SCADA) (6007 : Ordinance No.: 2020-051 encroachment 1400 Pulaski Street)



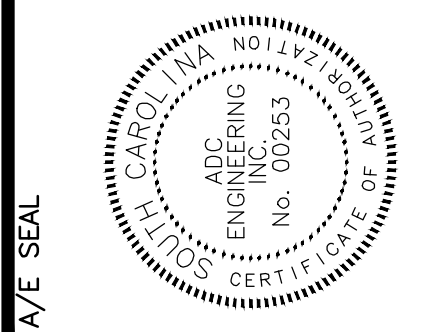
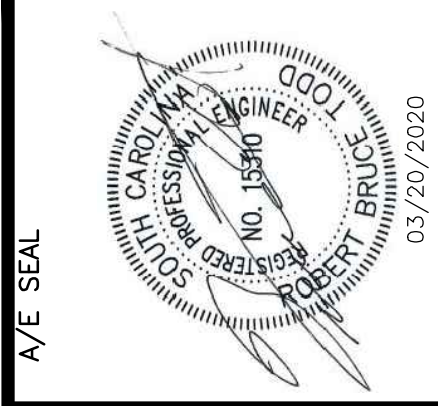
LEGEND		
NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		BUILDING
N/A		LIGHT POLE
		CURB AND GUTTER
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS SURFACE
		LIGHT DUTY BITUMINOUS SURFACE
		PAVEMENT SEAL
	N/A	KEY NOTE REFERENCE

- ### GENERAL NOTES
- SEE SHEET C1.1 FOR ADDITIONAL GENERAL NOTES.
 - ALL STRIPPING WITHIN THE CITY OF COLUMBIA R/W TO BE THERMOPLASTIC PER SCDOT REQUIREMENTS.
 - ALL PARKING LOTS STRIPING SHOWN SHALL BE PERFORMED BY CONTRACTOR USING TRAFFIC MARKING PAINT. PAINT SHALL BE SHERWIN-WILLIAMS "TWO-MART" TRAFFIC MARKING PAINT OR GLIDDEN TRAFFIC MARKING PAINT SHALL BE APPLIED IN TWO COATS AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL PARKING LOT STRIPES TO BE 4" WIDE (WHITE). ALL STRIPING ASSOCIATED WITH HANDICAP PARKING SHALL BE 4" WIDE (BLUE). ALL STRIPING ASSOCIATED WITH FIRE LANE AND LETTERING TO BE 4" WIDE (RED).
 - ALL RADII ARE 5' UNLESS OTHERWISE INDICATED.
 - ALL DIMENSIONS ARE MEASURED TO THE FACE OF CURB, EDGE OF PAVEMENT OR FACE OF BUILDING UNLESS OTHERWISE INDICATED.
 - ALL ISLAND STRIPING TO BE 2" O.C. AT 45° ANGLE WITH 4" WIDE STRIPES. COORDINATE WITH GENERAL NOTE 3.

- ### KEY NOTES
- NEW 18" CURB & GUTTER.
 - NEW LIGHT DUTY ASPHALT PAVEMENT SEE DETAIL 3/C5.1
 - NEW HEAVY DUTY ASPHALT PAVEMENT SEE DETAIL 5/C5.1
 - TRANSITION/CONNECT CURB TO EXISTING "ASPHALT TURNUP" AT ASPHALT VALLEY SWALE.
 - INSTALL NEW ASPHALT PAVEMENT FLUSH WITH SAWCUT EDGE.
 - STOP BAR -- SEE DETAIL 4/C5.1
 - CONNECT NEW SIDEWALK FLUSH WITH EXISTING MATCHING SECTION.
 - NEW SEGMENTAL BLOCK WALL -- SEE DETAILS ON C5.3 AND C5.4. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVALS
 - CONNECT NEW CURB AND GUTTER FLUSH WITH EXISTING MATCHING SECTION.
 - NEW 4" THICK, 3000 PSI CONCRETE SIDEWALK, BROOM FINISH
 - RELOCATED STOP SIGN
 - SEAL EXISTING PARKING BAY AND RESTRIPE AS INDICATED. SEE HANDICAP PARKING STRIPING DETAILS
 - INSTALL FACE OF GUTTER FLUSH WITH SAWCUT EDGE OF ASPHALT.
 - END HEAVY DUTY ASPHALT PAVEMENT AT PROPERTY LINE PROJECTED PERPENDICULAR TO DRIVEWAY AS INDICATED.
 - INSTALL 6"x18" WIDE CONCRETE BAND AS INDICATED.
 - END DOUBLE YELLOW LINES AT RADIUS TANGENT AS INDICATED
 - MOUNT NEW HANDICAP SIGNS ON WALL AT 60" ABOVE GRADE.
 - REMOVE EXISTING RAILING ON EXISTING PORCH BETWEEN CENTER COLUMNS AND POUR NEW 5' SIDEWALK FLUSH WITH PORCH. CONNECT TO EXISTING SIDEWALK ALONG HAMPTON STREET. REMOVE SHRUBS AS NEEDED AT PORCH TO ACCOMMODATE NEW SIDEWALK.

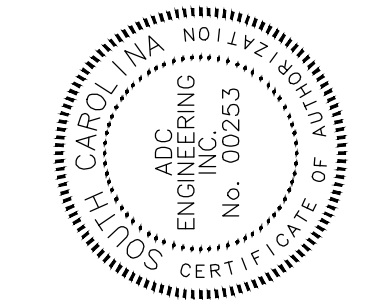
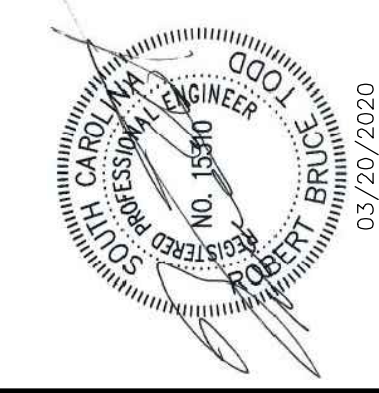
- ### SPECIAL PARKING NOTE
- THE PARKING LOT IS PRIMARILY BEING INSTALLED TO SUPPORT THE SOUTH CAROLINA AUTO DEALERS ASSOCIATION.
 - THERE ARE A TOTAL OF 66 PARKING SPACES COUNTING THE NEW PARKING LOT AND THE EXISTING. THEREFORE, A TOTAL OF THREE HANDICAP SPACES ARE REQUIRED.
 - THERE ARE TWO EXISTING HANDICAP PARKING AT THE EXISTING BUILDING TO MEET ADA CODE MINIMUM

COORDINATE SCHEDULE			
COORDINATE	DESCRIPTION	NORTHING	EASTING
C1	RADIUS	789023.65	1986402.91
C2	RADIUS	788945.28	1986431.61
C3	RADIUS	788955.32	1986429.93
C4	RADIUS	788886.83	1986502.88
C5	RADIUS	788890.53	1986538.83
C6	RADIUS	788892.08	1986487.61
C7	CORNER	788890.36	1986552.78
C8	CORNER	788763.75	1986599.62
C9	CORNER	788877.63	1986492.45
C10	CORNER	788742.60	1986542.46
C11	RADIUS	788742.93	1986557.77
C12	RADIUS	788754.72	1986589.64



PULASKI ST AUTO PARKING LOT
526 HAMPTON ST
COLUMBIA, SC

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PROJECT NO. 19-741	SITE PLAN					
DATE 20 MARCH 2020	DRAWING NO. C2.1					



PULASKI ST AUTO PARKING LOT
526 HAMPTON ST
COLUMBIA, SC

GRADING
AND
DRAINAGE
PLAN

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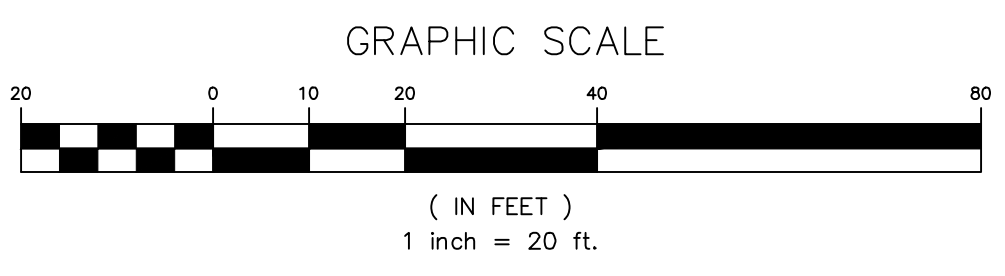
PROJECT NO. 19-741
DATE 20 MARCH 2020
DRAWING NO. C3.1

LEGEND		
NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE BUILDING
N/A		TREE
	N/A	CONTOUR
	N/A	SPOT ELEVATION
	N/A	FIRE HYDRANT
	N/A	LIGHT POLE
	N/A	TOP OF WALL
	N/A	BOTTOM OF WALL - SOUTH
	N/A	BOTTOM OF WALL - NORTH
	N/A	WATER MAIN/SERVICE
		STORM DRAIN LINE w/STRUCTURE
		SANITARY SEWER LINE w/MANHOLE
		SANITARY SEWER CLEANOUT
	N/A	CHAIN LINK FENCE
	N/A	KEY NOTE REFERENCE
	N/A	RIP RAP PROTECTION

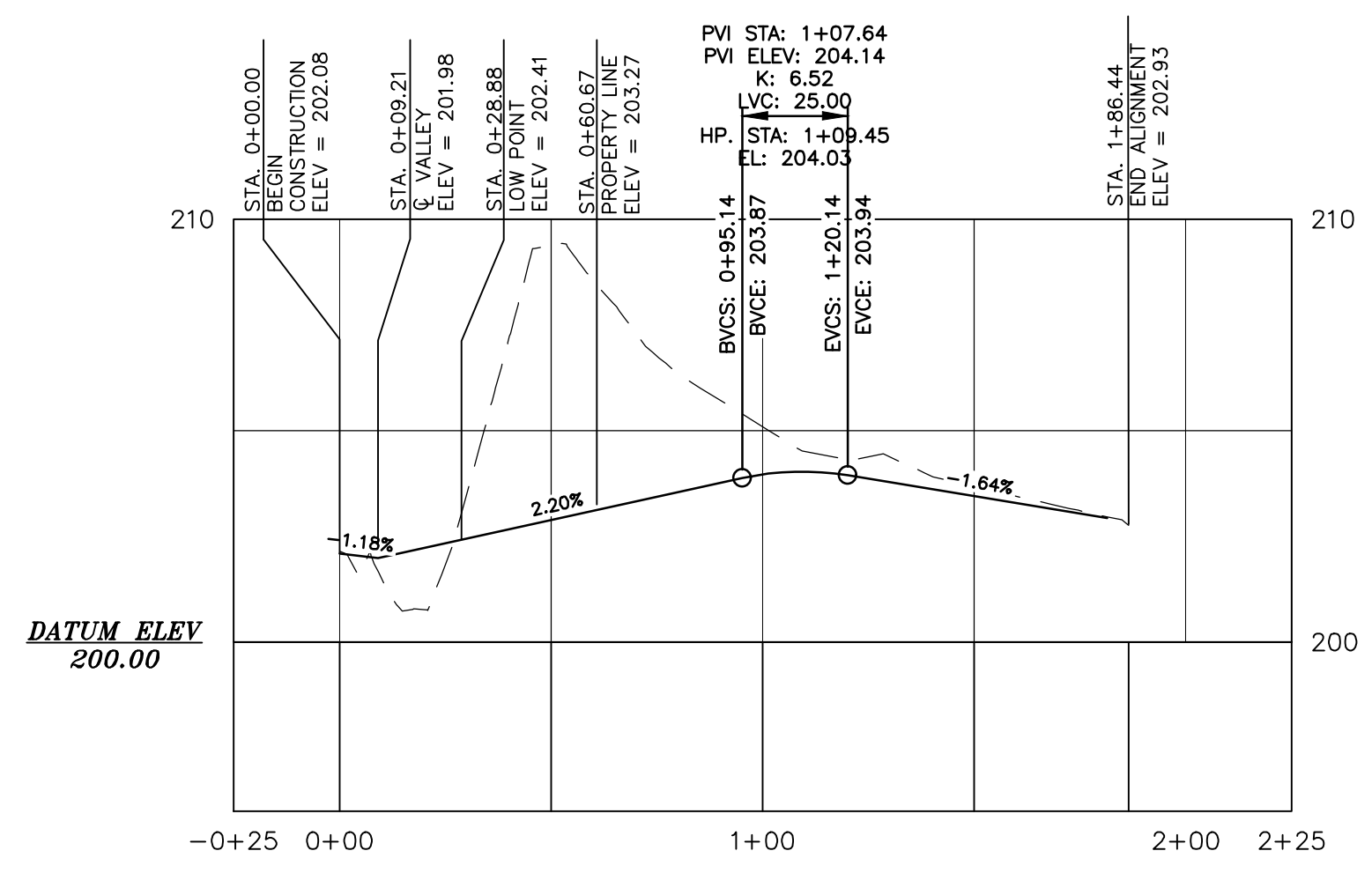
- ### GENERAL NOTES
1. VERIFY ALL FIELD CONDITIONS PRIOR TO CONSTRUCTION AND/OR DEMOLITION AND REPORT ANY DIFFERENCE IN SITE CONDITIONS FROM THE DRAWINGS TO THE ENGINEER IMMEDIATELY.
 2. PROMPTLY INFORM THE ENGINEER OF ANY ERROR OR DISCREPANCY DISCOVERED IN THESE DRAWINGS OR SPECIFICATIONS OR CONFLICT BETWEEN THE DRAWINGS OR SPECIFICATIONS.
 3. ALL DEMOLITION DEBRIS SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND SPECIFICATIONS, LATEST REVISION.
 4. EXISTING UTILITIES SUCH AS WATER, SEWER, GAS, ELECTRICAL, FIBER, CABLE, ETC. ARE PRESENT IN THE AREA. THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED PRIOR TO CONSTRUCTION AND ANY AND ALL DAMAGES RESULTING FROM THE FAILURE TO DO SO SHALL BE REPAIRED AT NO EXPENSE TO THE OWNER. CONTACT PALMETTO UTILITY PROTECTION SERVICE (PUPS) AND OTHER LOCAL AND REGIONAL UTILITY COMPANIES AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION FOR LOCATION OF UTILITIES.
 5. KEEP ALL ROADS ADJACENT TO THE SITE CLEAN DURING CONSTRUCTION.
 6. IF AFTER FINAL CONSTRUCTION IS COMPLETED AND THE ENGINEER DETERMINES THAT LOW AREAS OR "BIRD BATHS" EXIST IN PAVED AREAS, THE CONTRACTOR SHALL CORRECT THEM AT NO EXPENSE TO THE OWNER.
 7. REPAIR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES AT NO ADDITIONAL COST TO THE OWNER.
 8. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN THE LIMITS OF DISTURBANCE SHOWN ON THE EROSION CONTROL PLANS.

- ### GRADING NOTES
1. DURING CONSTRUCTION AND UNTIL TURF IS ESTABLISHED, USE THE SILT FENCE STORM INLET SEDIMENT TRAP SHOWN ON DETAIL SHEET AROUND ALL INLETS AND PLACE AND MAINTAIN SILT FENCES AS REQUIRED TO PREVENT EROSION AND SEDIMENTATION RUNOFF.
 2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING WORK. CONTRACTOR SHALL VERIFY LOCATION AND AVAILABILITY OF ALL UTILITIES AFFECTING THE PROJECT ON AND OFF THE SITE.
 3. THE CONSTRUCTION OF ALL STREETS & DRAINAGE FACILITIES SHALL BE GOVERNED BY CITY OF COLUMBIA STANDARD SPECIFICATIONS & SCOD STANDARD SPECIFICATIONS LATEST EDITION.
 4. CONTRACTOR SHALL USE THE INLET SEDIMENT PROTECTION ON ALL INLETS UNTIL THE AREA DRAINING TO THE INLET HAS BEEN STABILIZED.
 5. ALL FILL AREAS TO BE COMPACTED AS RECOMMENDED IN THE GEOTECHNICAL REPORT AND OR SPECS.
 6. CONTRACTOR TO INSTALL ADDITIONAL EROSION CONTROL MEASURES AS REQUIRED BY CITY OF COLUMBIA OR SCDEH.
 7. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING ALL UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY CONSTRUCTION.
 8. CONTRACTOR TO REPAIR ANY DAMAGE DONE TO EXISTING PAVEMENT, FENCING, ETC. DUE TO CONSTRUCTION ENTIRELY AT THEIR EXPENSE.
 9. CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY FROM CONSTRUCTION AREAS. CONTRACTOR TO DAILY REMOVE MUD/SOIL FROM PAVEMENT AS REQUIRED.
 10. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
 11. ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
 12. ALL STORM WATER PIPING TO BE CAMERA INSPECTED A MIN. 30 DAYS AFTER INSTALLATION TO INSURE PROPER INSTALLATION. PROVIDE COPY OF DVD TO ENGINEER AND OWNER FOR REVIEW. REPAIR ANY PIPE NOT PROPERLY INSTALLED AT NO ADDITIONAL COST TO OWNER.
 13. ALL STORM WATER DETENTION SYSTEMS, OUTLET STRUCTURES, AND PIPING TO BE SURVEYED BY A REGISTERED LAND SURVEYOR AND SENT TO ENGINEER TO VERIFY DESIGN CONFORMANCE AND PREPARATION FOR FINAL PROJECT CLOSEOUT WITH CITY OF COLUMBIA AND SCDEH.

- ### KEY NOTES
- ① STRAIGHT GRADE BETWEEN 204 CONTOUR(NEW) AND 203 CONTOUR(EXISTING).
 - ② INSTALL RIP RAP FROM END OF HEADWALL APRON TO BOTTOM OF CREEK.
 - ③ GRADE FOR POSITIVE DRAINAGE IN AREA INDICATED
 - ④ CONNECT RETAINING WALL FOUNDATION DRAINS INTO STRUCTURE D4. SEE SEGMENTAL BLOCK WALL DETAILS.

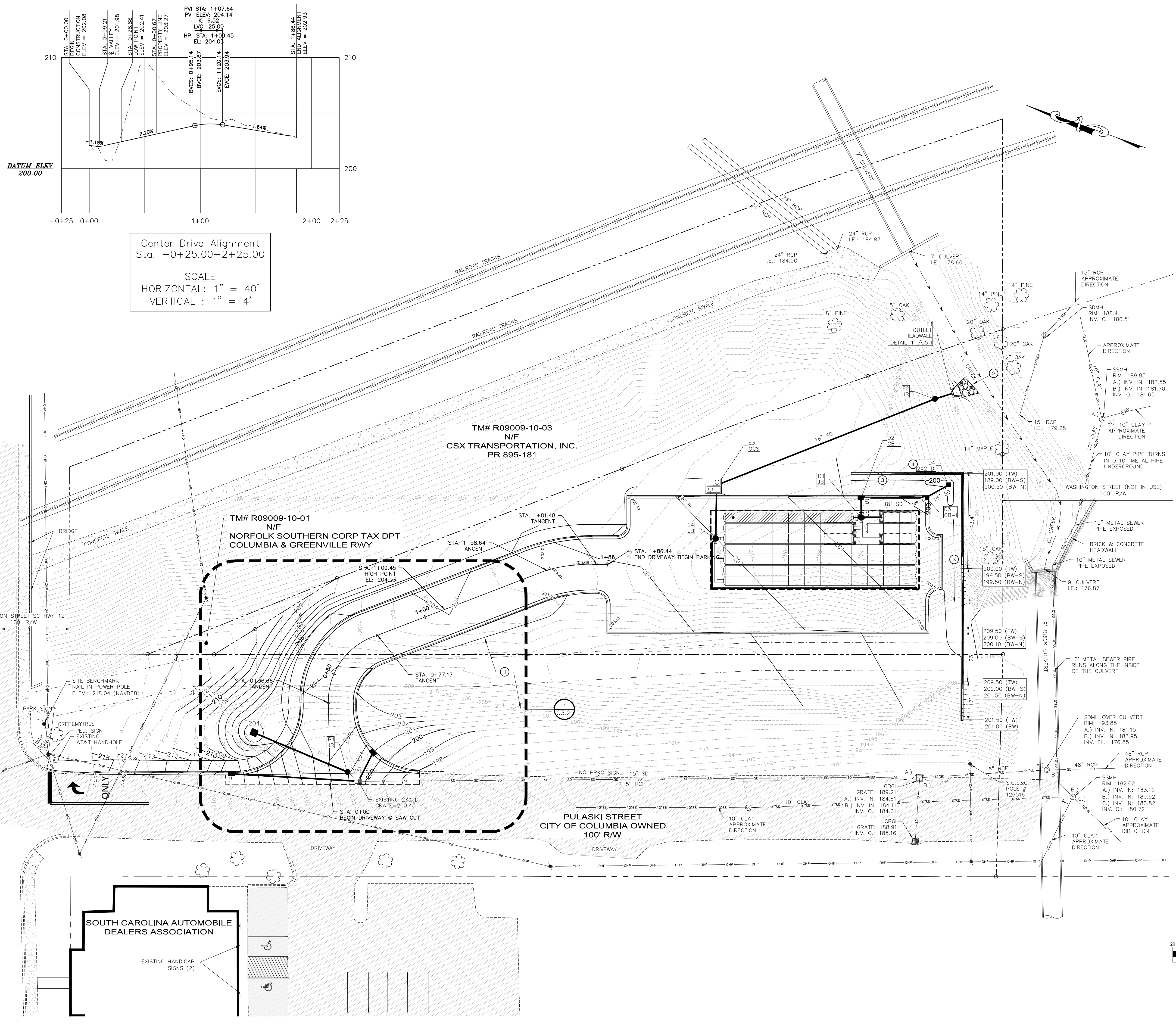


No.	REVISION	DATE



Center Drive Alignment
Sta. -0+25.00-2+25.00

SCALE
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 4'





We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: **Ordinance No.: 2020-069 Granting MCImetro Access Transmission Services Corp., it's Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together**

ATTACHMENTS:

- 2020-069 MCImetro (Verizon) (PDF)

ORDINANCE NO.: 2020-069

Granting MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation ("Company") has requested consent of the City of Columbia to use the streets and public places of the municipality to construct, install, maintain, and operate its facilities for use in providing telecommunications services to its customers within the municipality for its own business purposes and profit; and,

WHEREAS, other telecommunications providers either have or are likely to seek a similar consent; and,

WHEREAS, it is the policy of the municipality to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunication services, subject to the duty and authority of the municipality to manage its streets, public property and rights-of-way, and to require fair and reasonable compensation from telecommunications providers for the use thereof on a competitively neutral and nondiscriminatory basis and to publicly disclose the amount of such compensation; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2020, as follows:

Section 1: As used in this ordinance, the word "Company" means MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation existing under the laws of the State of South Carolina and duly authorized to do business in South Carolina, its successors and assigns.

Section 2: As used in this ordinance, the word "Municipality" means the City of Columbia, South Carolina.

Section 3: As used in this ordinance, the term "Telecommunications Services" has the meaning and definition given to that same term by S.C. Code Ann. Sections 58-9-10 and 58-9-2200 (1) (1999), which includes operation and/or provision of access to transmission facilities and infrastructure for the transmission of voice, data, text, sound, and video using wired telecommunications networks, and 47 USC 153; provided, however, for purposes of this ordinance, the term "Telecommunications Services" does not include cable television. Cable television services may only be provided in the municipal limits pursuant to a separate franchise pursuant to 42 USC 542.

Section 4: The non-exclusive right, power and authority are hereby granted and vested in the Company to construct, install, maintain, and operate in, over, under, and upon the streets, alleys, bridges, rights-of-way and other public places of the Municipality, its lines, poles, antennas, wires, cables, cabinets; conduits, converters, equipment and other telecommunications facilities and to use those facilities to render Telecommunication Services to its customers within the corporate limits of the Municipality.

Section 5: Prior to the commencement or continuation of any construction or operation in the corporate limits of the Municipality, the Company shall be duly authorized to do business in South Carolina and shall have received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission or the Federal Energy Regulatory Commission. Evidence that such authority has been acquired or that it is not required will be filed with the Municipality.

Section 6: All work upon the streets and public places of the Municipality shall be in accordance with all applicable standards, codes, and ordinances, and will be done under the general supervision of the Mayor and Council of the Municipality. The city has a preference that all new construction will, wherever practicable and economically feasible, be placed underground; however, service lines, cables and/or equipment will be allowed to be placed aboveground if other existing service lines, cables and/or equipment in that area are installed aboveground. Any necessary aboveground construction will, wherever practicable, utilize existing utility poles. No street, alley, bridge, right-of-way or other public place used by the Company shall be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the Municipality, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default thereof, the Municipality may make such repairs after providing notice to Company and charge the reasonable cost thereof to and collect the same from the Company. The Company shall defend and save the Municipality harmless from all liability or damage (including judgments, decrees, court costs, and defense costs) arising out of the Company's operations within the corporate limits of the Municipality, the exercise of the privileges granted to the Company by this ordinance, or the acts or omissions of the Company's employees, contractors, or agents, unless said liability or damage results from the negligence or willful misconduct of the Municipality, its employees, officers, contractors, or agents. Notwithstanding the foregoing, Company shall not be liable for damages, including but not limited to, delay damages, in the event Company suffers a force majeure or other event beyond its control.

Section 7: In consideration of the grant of authority to utilize the streets and public places of the Municipality for the provision of Telecommunication Services, and in accordance with applicable laws and ordinances, the Company shall pay such lawful franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the Municipality. The Company shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Municipality. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunication Services shall be substantially modified by subsequent legislation or court decision, the provisions herein contained may be brought into conformity with the changes in the applicable law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on providers of Retail Telecommunications Services presently contained in said statute shall be removed or modified, the Municipality will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such applicable South Carolina and federal law as may then govern.

Section 8: Except as specifically provided herein, or otherwise mandated by law, the privilege granted to the Company by this ordinance does not exempt or excuse the Company from the police power and all other lawfully imposed municipal authority and laws including, but not limited to, those relating to zoning, permitting, traffic control, construction and excavation, planning, aesthetics, and the environment.

Section 9: The non-exclusive franchise and consent granted by this ordinance shall be in force and effect for an initial term of two (2) years, and thereafter may be renewed by mutual agreement of both parties in accordance with applicable laws and regulations. On or about the first anniversary of the grant of this franchise, upon the request of Municipality, Company and Municipality shall meet and review the terms of this Ordinance, and any concerns or issues raised in respect thereof, and negotiate in good faith any modifications as the parties may determine, in good faith, are necessary to address such concerns or issues with such consent for modification not unreasonably withheld.

Section 10: This franchise and consent ordinance is subject to the Constitution and laws of the State of South Carolina. In conforming this ordinance to the requirements of S.C. Code Ann. Section 58-9-2200 et. seq. as enacted by the General Assembly of South Carolina in 1999, the Municipality does not concede

or imply that the General Assembly has the authority to restrict by general law the powers denied to the General Assembly and reserved to the municipalities of South Carolina by Article VIII Section 15 of the Constitution of South Carolina.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT
Attachment: 2020-069 MCImetro (Verizon) (6054 : Ordinance No.: 2020-069 MCImetro (Verizon))



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-067 Authorizing the City Manager to execute an Intergovernmental Agreement between the City of Columbia and the Columbia Housing Authority for Environmental Studies

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-067 Columbia Housing Authority IGA for Environmental Studies (PDF)

RESOLUTION NO.: R-2020-067

*Authorizing the City Manager to execute an Intergovernmental Agreement
between the City of Columbia and the Columbia Housing Authority for
Environmental Studies*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020,
that the City Manager is authorized to execute the attached Intergovernmental Agreement
between the City of Columbia and the Columbia Housing Authority for Environmental
Studies, or on a form approved by the City Attorney, for the terms and conditions therein
contained.

Requested by:

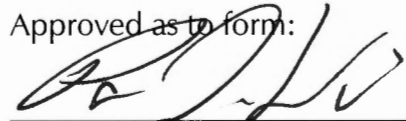
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “Agreement”) is entered into by and between the Housing Authority of the City of Columbia, SC (herein called “Columbia Housing”) and the City of Columbia, SC (herein called the “City”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

RECITALS

WHEREAS, federal regulations require an Environmental Review for various projects and activities to be undertaken with funding from the U.S. Department of Housing and Urban Development (HUD) in accordance with 24CFR Part 58; and

WHEREAS, Columbia Housing administers programs and activities subject to the Environmental Review process including Public Housing Programs under Section 9 of the United States Housing Act of 1937 (the “Act”) and Housing Choice Voucher Programs under Section 8 of the of the Act; and

WHEREAS, specific statutory authority requires Responsible Entities (RE) to assume environmental responsibilities and the City of Columbia is classified by HUD as a Responsible Entity and Columbia Housing is not classified by HUD as an RE; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the parties hereby agree as follows:

1. **Assumption Authority** – The City of Columbia is a HUD Responsible Entity because it receives assistance directly from HUD. As a HUD Responsibility Entity, the City is required to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD under the National Environmental Policy Act (NEPA). The assumption of these responsibilities is required through execution of a grant agreement and/or legally binding document with HUD.
2. **Environmental Review Documentation Package** – Columbia Housing will be responsible for securing all required Environmental Assessment documentation from a licensed and certified Environmental Consultant. The EA documentation shall include a Phase I Environmental Study and Phase II Studies as applicable. The package to be provided shall also include documentation submitted to and responses from entities responsible for compliance with all laws and authorities under NEPA. These include laws and authorities related to Historic Properties; Floodplain Management and Wetland Protection; Coastal Zone Management; Sole Source Aquifers; Endangered Species; Wild and Scenic Rivers; Air Quality; and Farmlands Protection. The City of Columbia is responsible for completion of the Tribal Consultation. Columbia Housing will prepare the Tribal Consultation package and send via email to the City of Columbia for review, signature and mailing to the appropriate Tribes. Columbia Housing will provide a complete package inclusive of the HUD Environmental Review Project Information worksheet (OMB No. 2506-0177), along with Related Law and Authority worksheets documenting compliance with the environmental requirements listed at 24 CFR 50.4 and 58.5-6. Columbia Housing will deliver two (2) single sided hard copies bound in a 3-ring binder and one (1) copy via jump drive.

3. **Environmental Review Process** – Upon receipt of the documentation package from Columbia Housing, the City shall determine if the project or activity is exempt or categorically excluded under 58.34 or 58.35. If the project or activity is not exempt or categorically excluded, the City shall proceed with the Environmental Assessment the documentation package provided by Columbia Housing and make a Finding of No Significant Impact (FONSI) or a Finding of Significant Impact. Columbia Housing will utilize Appendix A – Environmental Review Policies and Procedures Community Development Department (Updated June 2020). The City shall publish all required notices including the FONSI notice and the Notice of Intent to Request Release of Funds (NOI-RROF) in accordance with the required timelines for public comment and finalize the Environmental Review upon expiration of the public comment period. Columbia Housing will reimburse the City of Columbia for all costs associated with publication of the above mentioned notices. The RROF and all applicable supporting documents shall be submitted by the City of the HUD Columbia Field Office who shall finalize the Environmental Review process and provide an approved RROF. The City shall complete this process via the HUD Environmental Review Online System (HEROS) if so directed by HUD.
4. **Costs** – Columbia Housing shall be responsible for all costs associated with the Environmental Review process. Columbia Housing shall procure and pay directly all third-party consultant or other costs associated with the preparation of the Environmental Review Documentation Package detailed in #2 above. Columbia Housing will pay the City a flat fee of \$610.00 for each completed EA. Should the City of Columbia find edits, the Environmental Review will be returned to Columbia Housing for correction. Any edits after the 2nd revision will require an additional fee of \$41.00 per hour. Upon completion of each environmental review, the City shall invoice Columbia Housing and said invoice shall be paid within thirty days of receipt. Total amount over three-year period should not exceed Twenty Five Thousand Dollars (\$25,000).
5. **Time of Performance:** The effective date of this contract shall be the date the parties sign and complete execution of the contract and the Notice to Proceed. The expected engagement of the contract shall be three (3) years from the date of complete execution of the contract, unless extended by the Community Development Department.

IN WITNESS WHEREOF, Columbia Housing and the City are signing this Agreement on the dates indicated below their signatures.

**HOUSING AUTHORITY OF THE CITY OF
COLUMBIA, SC**

By: _____

Name: Ivory N. Mathews

Its: Interim Chief Executive Officer

Date: _____

CITY OF COLUMBIA

By: _____

Name: Teresa Wilson

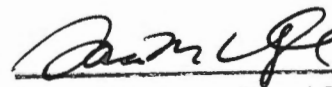
Its: City Manager

Date: _____

Appendices:

Appendix A – Environmental Review Policies and Procedures Community Development Department
(Updated June 2020)

APPROVED AS TO FORM



Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-069 Authorizing the purchase of a 0.21 acre (9044.50 SF) alleyway located on the southern side of Blossom Street, Richland County TMS#11307-03-10 (p) from Edens Properties, LLC; CF#251-115, East Rocky Branch, Phase I Sanitary Sewer Improvements; CIP Project #SS7337-01; CF#250-421

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-069 Purchase 0.21 ac alleyway Blossom St (PDF)

RESOLUTION NO.: R-2020-069

Authorizing the purchase of a 0.21 acre (9044.50 SF) alleyway located on the southern side of Blossom Street, Richland County TMS#11307-03-10 (p) from Edens Properties, LLC; CF#251-115, East Rocky Branch, Phase I Sanitary Sewer Improvements; CIP Project #SS7337-01; CF#250-421

WHEREAS, the subject property is located on the southern side of Blossom Street in the Wales Garden neighborhood near Rocky Branch and is being acquired to be used for the construction of a replacement sanitary sewer outfall line for the East Rocky Branch, Phase I sanitary sewer improvement project; and,

WHEREAS, the property owner, Edens Properties, Inc., has proposed acquisition of the subject property in lieu of granting an easement for the referenced project. The owner has accepted the City's offer to acquire the subject property for the appraised value of Nine Thousand Eight Hundred and No/100 (\$9,800.00) Dollars; and,

WHEREAS, approval is recommended by the Director of Engineering; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, for and in consideration of the sum of Nine Thousand Eight Hundred and No/100 (\$9,800.00) Dollars to be paid to the Seller, the City Manager is hereby authorized to execute all closing documents approved by the City Attorney necessary to consummate the acquisition of 0.21 acres (9044.50 SF), more or less comprising an alleyway located on the southern side of Blossom Street.

The referenced property is shown on a plat dated December 13, 2019, prepared by the City of Columbia, David S. Sharpe, S.C. R.L.S. #10509, for the City of Columbia, South Carolina and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #251-115. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

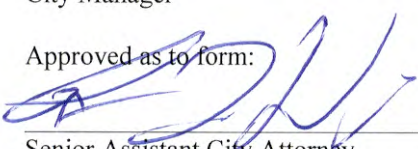
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced
Final Reading

[illegible]



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-070 Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2020-2021

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-070 Midlands Housing Alliance (2025 Main St) (PDF)

RESOLUTION NO.: R-2020-070

Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2020-2021

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Agreement between the City of Columbia and The Midlands Housing Alliance, Inc., or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Three Hundred Twenty-five Thousand and No/100 (\$325,000.00) Dollars, Two Hundred and Fifty Thousand and No/100 (\$250,000.00) Dollars of which to be used exclusively for security services, equipment, criminal background and outstanding warrant checks on all clients and Seventy-five Thousand and No/100 (\$75,000.00) Dollars to be used as general operating funds to cover expenses as determined by MHA for the operation of its facility at 2025 Main Street for the fiscal year 2020-2021. (*Funding source: 1018410*)

Requested by:

City Manager _____

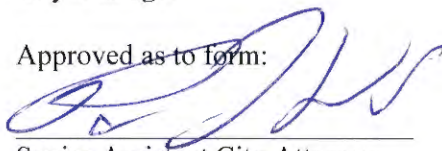
Mayor _____

Approved by:

City Manager _____

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk _____

Introduced:

Final Reading:

DSTATE OF SOUTH CAROLINA)
) AGREEMENT BETWEEN THE CITY OF COLUMBIA
) AND THE MIDLANDS HOUSING ALLIANCE, INC.
COUNTY OF RICHLAND) (2025 Main Street, Columbia, SC)

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Three Hundred and Twenty-Five Thousand and No/100 (\$325,000.00) Dollars to The Midlands Housing Alliance, Inc. (hereinafter "MHA") in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and MHA agree as follows:

The City agrees to provide financial assistance to the Midland Housing Alliance (hereinafter "MHA") up to the amount of Three Hundred and Twenty-Five Thousand and No/100 (\$325,000.00) Dollars for the City's fiscal year 2020-2021 in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina (the "facility"), subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for MHA to receive such funding:

The term of this Agreement will commence on July 1, 2020, and will end on June 30, 2021.

a) MHA agrees that it will make a good faith effort to secure financial assistance from Richland and Lexington County, funding in an amount equal to or substantially similar to the City of Columbia's funding and provide documentation of request and amount awarded.

b) Two Hundred Fifty Thousand and No/100 (\$250,000) Dollars of City funds shall be used by MHA exclusively for security services, equipment, and criminal background and outstanding warrant checks on all clients. Seventy-Five Thousand and No/100 (\$75,000) Dollars will be used as general operating funds to cover expenses as determined by MHA; and,

c) MHA and the Columbia Police Department leadership shall hold regularly scheduled meetings with representatives from neighborhood associations, the Columbia Downtown Business Improvement District, area churches or any other person or entity expressing a desire to attend to discuss public safety, issues related to the operation of the facility, and homelessness concerns. Copies of meeting minutes, meeting agenda or meeting notice should be submitted along with payment reimbursement request and,

d) The MHA CEO or designated representative will attend the Downtown Neighborhoods Coalition monthly meeting on the first Friday of every month to discuss any homeless issue and,

e) Columbia City Council will appoint a representative from the Coalition of Downtown Neighborhoods Association and one At-large City Councilmember or a designee to the MHA's Board of Directors and each appointee shall have full voting rights; and,

f) MHA will provide to the City MHA's FY20-21 budget with designated fund sources prior to City funding being released to MHA; and,

g) MHA will provide the City with such information as the City may request to demonstrate to the City's satisfaction that MHA has adequate funding to fully operate its facility during its fiscal year excluding the funding provided by the City prior to funding being released; and,

h) MHA will not accept registered sex offenders at its facility for beds and will make registration records from the facility available on an on-going basis to community safety officers looking for certain individuals; and,

- i) MHA will provide to the Community Development Department as requested, and no less than annually and no later than July 31st, the following information:
 - a. Data as requested by the department on Transitions clients that is submitted to HMIS registration.
 - b. Reports in regard to how Transitions is addressing the Six (6) Homeless Response Goals as adopted by City Council:
 - ☐ Coordinate the response to poverty with other agencies
 - ☐ Bring humanity to the response to poverty
 - ☐ Leverage the power of the community in responding to poverty
 - ☐ Institutionalize accountability for providers
 - ☐ Meet the unique needs of the individual in need
 - ☐ Address downtown impacts

j) If all terms, conditions and contingencies having been met, the City will fund MHA in four quarterly installments as reimbursement for the expense of security criminal background, outstanding warrant checks, and general operating costs incurred by MHA in the prior quarter and are subject to the appropriation of such funds by Columbia City Council. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for security, criminal background and outstanding warrant checks on all clients, or other general operating expenses, make a partial reimbursement or make no reimbursement at all.

MHA acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. MHA also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

If MHA ceases its operations and/or services at the property, the City shall have the right of first refusal to purchase the property at a price and upon such terms and conditions as the parties may negotiate and mutually agree. MHA will provide the City with written notification of its decision to cease operations and/or services at the property. Within thirty (30) days of receipt of the written notification, the City shall exercise the right of first refusal to purchase the property

by giving written notice to MHA requesting that the parties commence with negotiations as to price and terms and conditions of purchase.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If MHA fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to MHA of such termination.

If this Agreement is terminated, neither party shall have nor owe any further obligations to the other after the effective date of termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the MHA will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

In the case of the City:

Mayor
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:

City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

In the case of the MHA:

Chief Executive Officer
The Midlands Housing Alliance, Inc.
2025 Main Street
Columbia, South Carolina 29201

The City and the MHA, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. MHA agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or his designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either MHA 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 provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by MHA or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

CITY OF COLUMBIA

By: _____
Teresa B. Wilson
Its: City Manager

Date: _____

Witnesses as to the MHA:

The Midlands Housing Alliance, Inc.

By: _____
Craig J. Currey
Its: Chief Executive Officer

Date: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-071 Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center for Fiscal Year 2020-2021

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-071 UWM Regional Inclement Weather Center Service Agreement (PDF)

RESOLUTION NO.: R-2020-071

Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center for Fiscal Year 2020-2021

BE IT RESOLVED by the Mayor and City Council this __ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Inclement Weather Center Service Agreement with the United Way of the Midlands, or on a form to be approved by the City Attorney, for the operation of the Inclement Weather Center for the fiscal year 2020-2021, the total compensation for such services shall not exceed Four Hundred Eight Thousand Eight Hundred Nineteen and 10/100 Dollars (\$408,819.10) Dollars.

(Funding Source: 1018410 638302)

Requested by:

City Manager _____

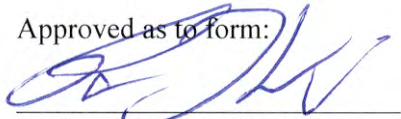
Mayor _____

Approved by:

City Manager _____

ATTEST:

Approved as to form:


Senior Assistant City Attorney

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **INCLEMENT WEATHER CENTER SERVICE AGREEMENT**

THIS INCLEMENT WEATHER CENTER SERVICE AGREEMENT (this "Agreement") is entered into by and between the City of Columbia, South Carolina, a political subdivision of the State of South Carolina (the "City") and United Way of the Midlands, a South Carolina nonprofit corporation ("UWM").

NOW, THEREFORE, in consideration of the premises, the mutual commitments made in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Engagement of UWM; Consent to Subcontracting.

(a) The City hereby engages UWM to assist the City with the operation of the 2020-2021 Inclement Weather Center (the "Center"). UWM agrees to provide in a commercially reasonable manner (either directly or through subcontractors) the services set forth in Appendix A. UWM acknowledges that UWM and its subcontractors will make reasonable efforts to stay within the Center Budget. The City agrees to pay UWM for the costs attributable the operation of the Center up to Four Hundred Eight Thousand Eight Hundred Nineteen and 10/100 Dollars (\$408,819.10) (the "Contract Fee"). In the event that UWM's costs to operate the Center exceed the Contract Fee due to unforeseeable and/or unanticipated events, such as but not limited to unexpected periods of extreme weather, City staff will work in good faith with UWM, in accordance with section 4(a) to request from Council those additional costs above the Contract Fee. UWM's duties with respect to the Center shall be strictly limited to those duties expressly set out in this Agreement.

(b) The City has requested UWM to assist the City by operating the Center according to the terms of this Agreement. The City recognizes and acknowledges that UWM is a nonprofit organization. UWM recognizes that the City is a municipal corporation and is required by law to comply with constitutional guidelines concerning the separation of church and state matters, including the First Amendment's prohibition against establishing religion. Accordingly, in operating the Center, UWM and its subcontractors will comply with all applicable laws regarding the separation of church and state and the establishment of religion.

(c) The City acknowledges that UWM may not have the staffing or infrastructure necessary for providing all of the services set forth in Appendix A. The City accordingly consents to UWM's subcontracting of any of those services to other providers approved by the City.

2. Term. The term of this Agreement will commence on the Effective Date, and will end on June 30, 2021 (the "Term").

3. Understandings of UWM and the City. In entering into this Agreement, agreeing to the funding limit established by City council for the performance of such duties, and agreeing to the scope of services set out in Appendix A, UWM has made and relied upon the following understandings:

(a) The number of persons staying at the Center will not exceed two hundred forty (240) per night (and in no event will exceed the capacity established by the fire marshal (or otherwise by law) for the physical structure of the Center.

(b) The Center will be operated from November 1, 2020 through March 31, 2021 from 5:45 p.m. until 7:15 a.m. only on those days when the Center Leader determines that weather conditions indicate the Center should be opened to guests for the night, as required by the standards set forth in **Appendix A**. Any extension of the Center's operations beyond March 31, 2021 must be mutually agreed to in writing by the City Manager, as authorized by City Council, and the CEO of UWM. Any costs attributable to the operation of the Center after March 31, 2021 are not included in the Contract Fee.

4. Payment to UWM.

(a) On the Effective Date, the City shall provide advanced funding for the operations of the Center during the months of November, based upon the Center Budget. Thereafter, the City shall fund the operations of the Center on a monthly basis by a payment made thirty (30) days in advance of the beginning of the operational month, based upon the Center Budget. UWM shall submit a monthly reconciliation of costs to the City no later than twenty (20) days after the end of each month of the Term, and subsequent advances from the City shall be adjusted accordingly. In the event that UWM projects that the Contract Fee will be insufficient to cover the costs of operating the Center through March 31, 2021, UWM will immediately notify the City of such projected shortfall. After the Center has operated for sixty-five (65) days, UWM and the City shall assess the budget and operations of the center to evaluate funding levels for the remainder of the Center operations period.

(b) The services and facilities to be provided by the City will be provided at the sole expense of the City and shall be in addition to any amounts paid to UWM by the City pursuant this Agreement.

5. Confidentiality. All of the reports, information, data, records or documents of any kind containing medical or health care-related information about Center residents, prepared or assembled by UWM (or any subcontractor) under this Agreement shall be maintained as required to comply with the Health Insurance Portability and Accountability Act (HIPAA). UWM and any subcontractors will maintain such records for a period of not less than three (3) years after receipt of final payment under this Agreement. In the event that UWM or its subcontractors providing services to the Center receive media and/or public inquiries regarding the Center or operations under this Agreement, UWM shall immediately notify the City and shall coordinate any response to such inquiries with the City.

6. Amendments. The parties may amend this Agreement at any time provided that such amendment is executed in writing, signed by a duly authorized and empowered representative of both organizations and approved (i) in the case of the City, by the City Manager, as authorized by City Council or (ii) in the case of UWM, by UWM's CEO or the executive committee of UWM's board of directors.

7. Assignment. Although UWM may subcontract certain services to other contractors, UWM may not assign the entire Agreement without the prior written consent of the City.

8. Termination of Agreement.

(a) Termination by the City. The City may terminate this Agreement in the event of (i) the failure by the City Council to appropriate funds in its budget to pay UWM for operation of the Center; or (ii) the failure by UWM to perform any of its obligations required by this

Agreement, which failure is not corrected within fifteen (15) days after having been notified of such deficiency by the City.

(b) Termination by UWM. UWM may terminate this Agreement in the event of (i) the failure by the City to timely pay any portion of the Contract Fee, Excess Costs, or Additional Opening Costs; or (ii) the failure by the City to perform any other obligations required by this Agreement, which failure is not corrected within fifteen (15) days after having been notified of such deficiency by UWM.

(c) Termination by Either Party. Either party has the right to terminate this Agreement, with or without cause, at any time, upon fifteen (15) calendar days' prior written notice to the other party.

In the event this Agreement is terminated for any reason prior to the end of the Term, UWM shall be entitled to actual costs incurred in the operation of the Center through the date of termination, plus the costs of any prepaid expenses related to operation of the Center.

9. Interest of UWM. UWM covenants that UWM presently has no interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement.

10. Equal Employment Opportunity and Nondiscrimination in Services. In carrying out its obligations under this Agreement, UWM will not discriminate against any guest or prospective guest of the Center because of race, creed, color, religion, ancestry, sex, national origin, sexual orientation, disability or other handicap, age, or marital status. UWM will post in conspicuous places, available to employees and applicants for employment, any notices required to be provided by the federal or state government setting forth the provisions related to nondiscrimination. UWM will state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. UWM will incorporate these requirements into all subcontracts for work in fulfillment of this Agreement.

11. Severability. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein, then such invalidity, illegality, or unenforceability will in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which will be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

12. Compliance with Laws. In performing its obligations hereunder, UWM and its subcontractors will comply with all applicable federal, state and local laws and ordinances.

13. Personnel. UWM has secured, or will secure, directly or indirectly, all trained and qualified personnel needed for performance of the services required of UWM under this Agreement.

14. Representations by City. The City makes the following affirmative representations as the basis for the undertakings on UWM's part herein contained:

(a) The City is a political subdivision of the State of South Carolina and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of South Carolina, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The City has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the City.

15. Representations by UWM. UWM makes the following affirmative representations as the basis for the undertakings on the City's part herein contained:

(a) UWM is a nonprofit corporation duly formed under the laws of the State of South Carolina and exempt from tax as an entity described in Section 501(c)(3) of the Internal Revenue Code, with full legal right, power, authority, adequate funding and financial ability to enter into and perform its obligations under this Agreement.

(b) UWM has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by UWM.

16. Third Party Beneficiary. Nothing contained in this Agreement will be construed to confer upon any other party, the rights of a third party beneficiary, except as may be otherwise specifically provided for herein.

17. Giving of Notice. All notices and other communications required or permitted under this Agreement shall be deemed given and received if delivered in person, by overnight delivery service, or by first-class United States mail, postage prepaid and certified. Any notice shall be delivered to the parties as follows:

The City:
City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:
City Attorney
City of Columbia
P.O. Box 667
Columbia, SC 29202

And to:
Community Development
UWM Contract Administrator
City of Columbia
1225 Lady Street, Ste. 102
Columbia, SC 29201

UWM:
United Way of the Midlands
1818 Blanding Street
Columbia, SC 29201
Attn: CEO

The City and UWM, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

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

19. Status of UWM. UWM and its subcontractors will perform its/their duties and obligations hereunder for the City in the capacity of an independent contractor. The performance by UWM or any subcontractor of any function, duty or responsibility as an agent of the City will not in any manner affect the status of UWM or subcontractor as an independent contractor under this Agreement.

20. No Partnership. Nothing contained in this Agreement is intended or will be construed to create a partnership or joint venture between the City, including any successors or assigns of the City, and UWM, including any subcontractors, successors or assigns of UWM.

21. Approvals of City. Any approvals required from the City will be deemed given if provided by the City Manager or her designated representative.

22. Insurance. UWM shall procure and shall maintain during the Term, 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 Agreement, to adequately protect UWM or the subcontractor, as the case may be, from any claims or damages including bodily injury or death, which may arise from them during 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 - UWM shall procure and shall maintain during the Term, Workers Compensation Insurance for all employees to be engaged in work at the Center under this Agreement, and in case any work is sublet, UWM shall require the subcontractor to similarly provide Worker Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by UWM's Worker Compensation Insurance. UWM 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.
- Liability Insurance - UWM shall procure and maintain during the Term insurance against claims for any injuries to persons or damages to property that may arise from or in connection with the performance of the work by UWM, its agents, or representatives, employees or subcontractors. The City shall be named as additional insured on all liability insurance policies carried by UWM. A copy of the policy shall be submitted to the City prior to opening the Center.
 - Commercial General Liability Insurance - Coverage in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate for bodily injury, personal injury, and property damage, naming the City as an additional insured.
 - Automobile Liability Insurance - \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

- Abuse and Molestation Insurance - Coverage either through a separate policy on included with the Commercial General Liability policy, in an amount of coverage not less than \$1,000,000.00.
- Professional Liability Insurance - If UWM will be providing case management and/or counseling services, coverage in an amount not less than \$1,000,000.00.

23. Force Majeure. Notwithstanding any provision to the contrary, neither party will be deemed to be in default for failing to perform any of its duties hereunder, if such failure is the result of any labor dispute, act of God, natural disaster, act of terrorism, armed conflict, inability to obtain labor or materials, governmental restrictions or any other event that is beyond the party's reasonable control. The party shall not be liable for any injury or damage suffered by the other party as a result of such failure or interruption. Each party shall in good faith continue providing services after a failure or interruption as soon as possible or renegotiate the terms of this Agreement.

24. Entire Agreement. This Agreement is the entire agreement among the parties with respect to the matters contemplated hereby and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature.

26. Final Acceptance of Terms. This agreement is subject to and contingent upon final approval by City Council.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date of the last signature herein below.

WITNESSES:

CITY OF COLUMBIA

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

UNITED WAY OF THE MIDLANDS

BY: _____
Sara Fawcett
Chief Executive Officer
Title: _____
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

APPENDIX A

Overall Budget Request

Line Item	2020-21 Proposed Budget	Notes
Midlands Housing Alliance	\$ 240,488.00	To provide staff and services at IWC and Outreach for the full contract year. Budget increased to accommodate increased staff costs. See detailed budget attached.
Salvation Army	\$ 48,057.85	To provide a hot dinner meal and light breakfast at IWC. Budget increased to accommodate increased costs for food and transportation. See detailed budget attached.
Transportation	\$ 33,951.00	COMET request is \$37,176 but is in process of bidding vendors so quote is preliminary until process is complete. Previous vendor, Community Pastor Care, is willing to offer services FY 20-21 at previous rate of \$40,000. COMET's request increased to add additional services hours and add costs for oversight and police at COMET Central. See detailed budget attached.
Security	\$ 47,822.25	For security at the IWC. See attached for rates. Rates increased by vendor. Service levels remained the same. See detailed budget attached.
Contingency for expanded sheltering out of season	\$ 3,500.00	Budgeting for up to five nights of expanded operations out of season due to severe weather (ex - hurricanes) or if 80 budgeted days is exceeded. Note - does not include transportation or security. Funds are reimbursable based on use.
United Way of the Midlands Oversight and Reporting	\$ 35,000.00	Vendor management and financial and programmatic reporting.
Totals	\$ 408,819.10	

IWC vendor budgets are included following this section.

APPENDIX A

Midlands Housing Alliance

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Assistant IWC Manager (Outreach)	\$ 37,500.00	1 full-time equivalent (FTE), exempt employee with a bachelor degree in social work or human services related field
Assistant IWC Manager (Emergency)	\$ 38,500.00	1 full-time equivalent (FTE), exempt employee with a bachelor degree in social work or human services related field
Additional Outreach Staff	\$ 960.00	2 part-time individuals @ \$12.00/hour X 2 hours/day X 20 contracted days for the IWC season during days when the IWC is not open
Additional Support Staff	\$ 9,400.00	10% of time for the Transitions VP of Programs and 5% of time for the Transitions VP of Operations
Staff Supervision Costs	\$ 44,038.00	See breakdown attached worksheet (Fringe included in the worksheet calculations)
Fringe Benefits @ 21%	\$ 16,162.00	FICA, employer share of health insurance, employer retirement match
Total Salaried Personnel Expenses:	\$ 146,560.00	

<u>Contract Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
IWC Manager	\$ 15,000.00	1 contracted individual to coordinate and lead all IWC efforts under the direct supervision of the Transitions VP of Programs
IWC House Managers	\$ 16,200.00	2 contracted individuals (1-First Shift, 1-Second Shift) @ \$13.50/hour X 7.5 hours/day X 80 contracted days for the IWC season
IWC House Assistants	\$ 21,600.00	3 contracted individuals from a total pool of 11 contracted individuals (2-First Shift, 1-Second Shift) @ \$12.00/hour
Custodial/Housekeeping Services	\$ 7,200.00	Contracted services @ \$10.00/hour X 8 hours/day X 90 days (5 extra days before the season starts and 5 days after the season ends)
Laundry Services	\$ 10,060.00	Estimate of 400 loads @ \$25.15/load
Holiday Pay	\$ 1,500.00	Estimate for additional half-time pay for Thanksgiving Day and Christmas Day
Total Contract Personnel Expenses:	\$ 71,560.00	

Operating Expenses		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
General Liability Insurance	\$ 600.00	Estimate for four months of coverage (\$150.00/month @ 4months)
Worker's Comp Insurance	\$ 4,343.00	Estimate based on total salaries/100 X \$2.75
Auto Insurance	\$ 400.00	Estimate for four months of coverage on vehicle used for laundry services (\$100.00/month @ 4 months)
Fuel	\$ 525.00	Estimate for putting gas in vehicle used for laundry services (\$25.00/week @ 21 weeks)
Professional Development	\$ 650.00	Estimate for necessary staff training (13 staff persons @ \$50.00/person)
Human Resources Expenses	\$ 2,800.00	Estimate for background checks, drug screenings, registry checks, payroll processing services, employee/employer tax reporting
Supplies	\$ 2,000.00	Estimate for janitorial supplies, health & safety supplies, personal hygiene supplies, tissue, equipment, linen, bed covers, towels
Lot Clean-Up	\$ 1,050.00	Estimate for lot grading, grass cutting, tree trimming, and shrub pruning
Total Operating Expenses:	\$ 22,368.00	

Total 2020-2021 Season Expenses:	\$ 240,488.00
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Salvation Army	
BUDGET LINE ITEM	Proposed Budget 2020-2021
Staff	6,320.62
Paper Products	2,102.75
Food	31,874.48
Transportation	7,760.00
Total	48,057.85

Transportation

Request from the COMET. Note, the COMET is bidding internal vendors and can provide a final quote in March. The previous IWC vendor, Community Pastor Care, is willing to also provide services at \$40,000.

Days	Number of Days	Hours Per Day	Total Hours	Cost Per Hour	Total Cost
Evenings/Mornings	80	3.32	265.60	\$ 85.00	\$ 23,951.00
Start-up, Insurance, Oversight	n/a	n/a	n/a	n/a	\$ 10,000.00
Total	80	3.32	265.60		\$ 33,951.00

Security Request from G4S

1, unarmed guard in place when the shelter opens at 5:45 p.m. through 7:30 a.m. = 13.75 hours/night

1, unarmed guard in place when shelter opens at 5:45 p.m. through 11:45 p.m. = 6 hours/night

19.75 hours @\$29.71 for 77 nights = \$45,181.48

19.75 hours @ \$44.57 for 3 potential holidays = \$2,640.77

Total for 80 days between November 6th and March 31st = **\$47,822.25**



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-072 Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2020-2021

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-072 USC Housing First Agreement (PDF)

RESOLUTION NO.: R-2020-072

Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2020-2021

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020 that the City Manager is authorized to execute the attached Professional Services Agreement between the City of Columbia and the University of South Carolina, or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars for the fiscal year 2020-2021 in support of the University's partnership with the Columbia Housing Authority to operate the Housing First Program.

(Funding source: 1018410/638303).

Requested by:

City Manager _____

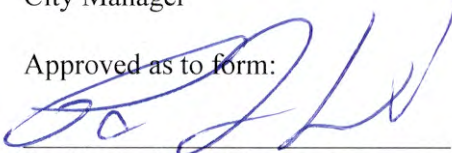
Mayor _____

Approved by:

City Manager _____

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk _____

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF RICHLAND) AGREEMENT BETWEEN THE CITY OF COLUMBIA
 AND THE UNIVERSITY OF SOUTH CAROLINA
 (Supportive Housing Services)

WHEREAS, the University of South Carolina Supportive Housing Services (hereinafter "USC") provides resources to develop comprehensive housing strategies following the national model of Housing First for meeting the housing and service needs of eligible chronically homeless individuals by providing housing units and supportive services within the City limits of Columbia; and,

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars to USC for use by its Housing First program, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and USC agree as follows:

The City agrees to provide financial assistance to USC up to the amount of Two Hundred Twenty-Nine Thousand and Five No/100 (\$229,500.00) Dollars for the City's fiscal year 2020-2021 in conjunction with the operation of its Housing First program, subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for USC to receive such funding:

1. The term of this Agreement will commence on July 1, 2020, and will end on June 30, 2021.
2. Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars of City funds shall be used by USC exclusively for support of its partnership with the Columbia Housing Authority to operate the Housing First Program.
3. USC will provide supportive services assistance to eligible Housing First clients to assist them in establishing and maintaining stable, permanent housing, develop job skills, and access mainstream resources.
4. USC will provide to the City USC's Housing First FY20-21 budget with designated fund sources prior to City funding being released to USC.
5. USC will provide the City with such information as the City may request to demonstrate to the City's satisfaction that USC has adequate funding to fully operate the Housing First program during its fiscal year independent of the funding provided by the City prior to funding being released.
6. USC will provide to the City's Community Development Department, no less than once a year, the data and information indicated below that Community Development requires to complete any government reporting. Drawdown for payment of eligible expenses shall be made against the line item budget specified in Attachment 1, herein, in accordance with the performance and the approval of requests for payment.
 - a. data as requested by the Community Development Department n Housing First clients that is submitted to HMIS registration.
 - b. reports in regard to how the Housing First Program is addressing the Six (6) Homeless Response Goals as adopted by City Council:
 - Coordinate the response to poverty with other agencies
 - Bring humanity to the response to poverty

- Leverage the power of the community in responding to poverty
 - Institutionalize accountability for providers
 - Meet the unique needs of the individual in need
 - Address downtown impacts
7. If all terms, conditions and contingencies having been met, the City will fund USC in monthly installments as reimbursement for the expenses as previously stated. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for providing clients with safe and affordable housing and supportive services to promote greater self-sufficiency and improve the quality of their lives.

USC acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. USC also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If USC fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to USC of such termination.

If this Agreement is terminated without cause, neither party shall have nor owe any further obligations to the other after the effective date of termination.

In the event of termination by the City, the City will be responsible for reasonable non-cancelable debts incurred by USC in fulfillment of this Agreement prior to termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the USC will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

As to the City:	Mayor City of Columbia P.O. Box 147 Columbia, SC 29217	As to USC:	University of South Carolina c/o Daniel Christmus 1600 Hampton Street, Suite 414 Columbia, SC 29208
With a copy to:	City Manager City of Columbia P.O. Box 147 Columbia, SC 29217		Kristen S. Connors, LMSW Director Department of Internal Medicine Supportive Housing Services 1325 Laurel Street Columbia, SC 29201

The City and USC, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. USC agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or her designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either USC 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 provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall be effective as of the date of the last signature herein below.

Witnesses as to City:

CITY OF COLUMBIA

By: Teresa B. Wilson
Its: City Manager
Date: _____

Witnesses as to USC:

THE UNIVERSITY OF SOUTH CAROLINA

By: _____
Print Name: _____
Its: Sponsored Program Administrator
Date: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

ATTACHMENT 1
USC Housing First Budget
FY 7/1/2020-6/30/2021

	AMOUNT	FTE
SUPPORTIVE SERVICES		
Outreach Worker	\$22,333	0.55
Housing Case Manager	\$37,813	1.00
Licensed Professional Counselor	\$31,490	0.67
Licensed Professional Counselor	\$6,096	0.12
Medical Adherence Support	\$7,120	0.20
Program Assistant	\$2,618	0.05
Director	\$8,131	0.13
Fringe	\$40,702	
Support group food/supplies	\$1,200	
Rent/Utilities	\$18,000	
24 Hour on Call Mobile Phone	\$480	
Office Supplies/Postage	\$1,315	
Transportation	\$3,800	
Travel/Training	\$1,300	
Housewares for move-ins	\$1,800	
HOUSING		
Housing Coordinator	\$26,261	0.75
Fringe	\$7,353	
CHA Administrative Costs	\$2,353	
USC ADMINISTRATIVE COSTS (5% of adjusted direct costs)	\$9,335	
TOTAL YEAR BUDGET	\$229,500	

Attachment: R-2020-072 USC Housing First Agreement (6048 : Resolution No.: R-2020-072 USC Housing First Agreement)

Licensed Professional Counselor \$31,490 (.67 FTE)
 Licensed Professional Counselor \$6,096 (0.12 FTE)
 Medical Adherence Support \$7,120 (0.20 FTE)
 Program Assistant \$2,618 (0.05 FTE)
 Director \$8,131 (.13 FTE)
 Fringe \$40,702

Support group food/supplies \$1,200
 Rent/Utilities \$18,000
 24 Hour on Call Mobile Phone \$480
 Office Supplies/Postage \$1,315
 Transportation \$3,800
 Travel/Training \$1,300
 Housewares for move-ins \$1,800

HOUSING

Housing Coordinator \$26,261 (0.75 FTE)
 Fringe \$7,353
 CHA Administrative Costs \$2,353

USC ADMINISTRATIVE COSTS (5% of adjusted direct costs) \$9,335

TOTAL YEAR BUDGET \$229,500



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-073 Authorizing the City Manager to execute a Professional Services Extension Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands for Fiscal Year 2020-2021

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-073 UWM Regional Coordination of Homeless Services (PDF)

RESOLUTION NO.: R-2020-073

*Authorizing the City Manager to execute a Professional Services Extension Agreement
between the City of Columbia and the United Way of the Midlands for the Regional
Coordination of Homeless Services in the Midlands for Fiscal Year 2020-2021*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Professional Services Extension Agreement with the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands, or on a form to be approved by the City Attorney, for the fiscal year 2020-2021, the total compensation for such services shall not exceed Eighty-Nine Thousand Four Hundred Thirty-Two and No/100 (\$89,432.00) Dollars.

(Funding Source: 1018410 638306)

Requested by:

City Manager _____

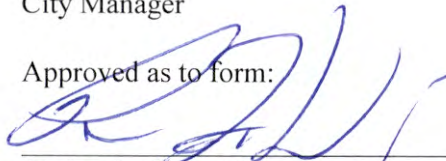
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Attachment: R-2020-073 UWM Regional Coordination of Homeless Services (6049 : Resolution No.: R-2020-073 UWM Regional Coordination of

APPENDIX A

FY 2020-21 Regional Coordination Budget

Line Item	2020-21 Proposed Budget	Notes
Program staff	\$65,932.00	Partial funding for two staff positions plus fringe for coordination of outreach, meal share, frequent offender initiative and homeless youth programs. .75 FTE Homeless Services Coordinator plus fringe .30 FTE Youth Program Manager plus fringe
Travel assistance	\$8,500.00	To provide travel assistance for people to reach their home communities.
United Way of the Midlands Oversight and Reporting	\$15,000.00	To support accounting and administrative reporting and oversight.
	\$89,432.00	

APPENDIX A

Proposed tasks under City Scope of Services	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
	7/1/20-9/30/20	9/30/20-12/31/20	1/1/21-3/31/21	4/1/21-6/30/21
Develop programs for unaccompanied youth				
Implement Juvenile Justice Jeopardy to improve youth interaction with law enforcement				
Convene a youth advisory board to inform program planning from a youth perspective				
Continue research agenda into youth homeless prevalence, contributing factors, and improvements to service levels.				
Coordinate with justice and health systems				
Coordinate requests for street engagement				
Coordinate street outreach and implement housing placement based on vulnerability				
Connect Columbia Police to providers such as youth services, meal share, and street outreach.				
Coordinate housing placement of veterans experiencing homelessness				
Coordinate meal sharing programs				
Continue to add providers to meal share convenient agreement and improve meal scheduling and collaboration				
Update Meal Share Action Plan				
Employment and training promotion				
Implement a plan to fill gaps in employment, job training, and resume coaching services through virtual programs (due to COVID)				
Implement a travel voucher program				
Secure vendor to implement home community travel program				
Implement program, track and report results				
Coordinate 2020 Annual Homeless Count (including a youth-specific portion)				
Secure county level coordinators and volunteers				
Implement 2021 Count				
Final report				



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-075 Authorizing the City Manager to execute a Sixth Lease Amendment between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 13,647 square feet located in the basement of 1225 Lady Street

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities, Planning Together

ATTACHMENTS:

- R-2020-075 6th Amendment to 1225 Lady Street Lease (PDF)

RESOLUTION NO.: R-2020-075

Authorizing the City Manager to execute a Sixth Lease Amendment between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 13,647 square feet located in the basement of 1225 Lady Street

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Sixth Lease Amendment, or on a form approved by the City Attorney, between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 13,647 square feet of office space located in the basement of 1225 Lady Street.

(Funding Code: 1018701 636300)

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Attachment: R-2020-075 6th Amendment to 1225 Lady Street Lease (6062 : Resolution No.: R-2020-075 6th Lease Amendment - 1225 Lady

SIXTH LEASE AMENDMENT

THIS SIXTH LEASE AMENDMENT (the “**Amendment**”), made by and between **FIRST-CITIZENS BANK & TRUST COMPANY**, a North Carolina banking corporation, as successor by merger with First Citizens Bank and Trust Company, Inc. (herein called “**Landlord**”), and **THE CITY OF COLUMBIA**, a municipality in the State of South Carolina (herein called “**Tenant**”).

WITNESSETH:

WHEREAS, Landlord is the owner of that certain commercial office building located at 1225 Lady Street, in the City of Columbia, Richland County, South Carolina (the “**Building**”); and

WHEREAS, Landlord and Tenant entered into that certain Office Lease Agreement dated May 8, 2007, (the “**Initial Lease**”) pursuant to which Landlord leases to Tenant the Demised Premises being more particularly described in the Lease; and

WHEREAS, the Initial Lease was previously amended by First Amendment to Lease dated June 6, 2007, Second Amendment to Lease dated on or about August 2, 2007, Third Amendment to Lease dated August 20, 2011, Fourth Amendment to Lease dated May 31, 2017, and Fifth Amendment to Lease dated October 30, 2019 (collectively the “**Prior Amendments**” and together with the Initial Lease the “**Lease**”); and

WHEREAS, Tenant has exercised its right to terminate the Lease prior to the scheduled expiration date as of the Early Expiration Date but only as to a portion of the Demised Premises; and

WHEREAS, Tenant has requested and, pursuant to the terms and conditions set forth herein, Landlord agrees to release a portion of the Demised Premises from the terms and conditions of the Lease; and

WHEREAS, Landlord and Tenant agree to modify the Lease by this Amendment to memorialize: (i) the portion of the Demised Premises and Building which Tenant will continue to occupy under the terms of the Lease, and (ii) to make such other changes to the Lease as set forth herein; and

WHEREAS, capitalized terms used but not defined in this Amendment shall have the meanings prescribed to them in the Lease.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings of the parties as set forth herein and in the Lease, Five and no/100 (\$5.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agree as follows:

1. The above-stated recitals are incorporated herein as if repeated verbatim.
2. **Demised Premises.** As of the Effective Date, the Demised Premises which is leased to Tenant under the Lease is (described in Article A of the Lease, as previously amended) is comprised of the portion of the Building and that contains 34,221 rentable square feet located on the first (1st) and second (2nd) floor(s) and the basement of the Building. As of the Release Date (defined below), and subject to the terms and conditions set forth herein, the Demised Premises shall be reduced to 13,647 rentable square feet located only in the basement of the Building. The Demised Premises that shall remain subject to the terms and conditions of the Lease, as adjusted hereby, shall be as approximately shown on the floor plan attached hereto as Exhibit “A” and incorporated herein by reference. As of the Release Date, all references in the Lease to the Demised Premises shall thereafter refer to the Demised Premises as adjusted herein, together with the non-exclusive rights to the Common Areas as described below.
3. **Release.** As of 11:59 PM (Eastern) on July 14, 2020 (the “**Release Date**”), Tenant shall have no further claim to the portion of the Building comprising 20,574 rentable square feet and located on the first (1st) floor and second (2nd) floor of the Building, formerly occupied by Tenant, and released and removed from the description of the Demised Premises in Section 2 above (and including any and all installations made therein by Tenant, except Tenant shall have the right, prior to the Release Date, to remove its merchandise, personal property, and trade fixtures,

and any other removable items which are the property of the Tenant) (said released portion being the “**Released Space**”); and, Tenant does hereby remise, release and forever quit claim to the Landlord its successors and assigns, all interest it acquired in the Released Space by any construction or installation it has performed or caused to be performed therein. Tenant shall remain liable for the performance of all of its obligations and for the payment of rent and other charges which it is to pay to the Landlord for the Released Space pursuant the provisions of the Lease, which shall be accrued as of the Release Date, and for the performance of all other terms, covenants and provisions of the Lease to the Release Date. On the Release Date, Landlord and Tenant hereby release and discharge each other from any and all claims, actions and liabilities as to the Released Space **only**, provided, however, that either party shall have the right to enforce any then unsatisfied obligation of the other party maturing prior to the Release Date.

4. **Term.** Notwithstanding anything in the Lease to the contrary, Landlord and Tenant acknowledge and agree that, commencing on July 15, 2020 (the “**Term Conversion Date**”), the Term of the Lease shall change and become a month-to-month Term. Following the Term Conversion Date either party to the Lease shall be permitted to terminate the Term of the Lease by giving the other party not less than thirty (30) days prior written notice of its intent to terminate the Lease. Any such termination shall be effective as of 11:59 PM (Eastern) on the last day of the month immediately following the month in which the terminating party provides notice to the other party.

5. **Pro Rata Share.** Commencing on the Release Date, and notwithstanding anything in the Lease to the contrary, Tenant’s Pro Rata shall be based on the revised rentable square footage of the Demised Premises set forth herein and shall be deemed to be 0.33% (i.e. 13,647 s.f. / 41,633 s.f.).

6. **Parking.** The Lease is hereby amended so that, as of the Release Date, and notwithstanding anything in the Lease to the contrary, Tenant shall have the right to use fourteen (14) parking spaces in the parking lot located on the Landlord’s Property and adjacent to the Building. The parking space made available to Tenant hereunder are identified on the drawing attached hereto and included herein by reference as Exhibit “B”.

7. Except as modified or amended hereby, the terms and provisions of the Lease, as previously amended, shall remain in full force and effect. If any terms of this Amendment are inconsistent with any one or more terms of the Lease, the terms of this Amendment shall control; provided, however, that all of the provisions of the Lease affected by this Amendment shall be deemed amended, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Lease Amendment to be executed and effective as of the date of the last signature hereinbelow (the “**Effective Date**”).

LANDLORD:
FIRST-CITIZENS BANK & TRUST COMPANY,
a North Carolina banking corporation

By: _____
Name: _____
Title: _____
Date Signed by Landlord: _____

Witness #1

Witness #2

TENANT:
CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: Teresa B. Wilson
Title: City Manager
Date Signed by Tenant: _____

Witness #1

Witness #2

APPROVED AS TO FORM

Legal Department City of Columbia, SC

EXHIBIT "A"

[Floor Plan Showing "New" Demised Premises]

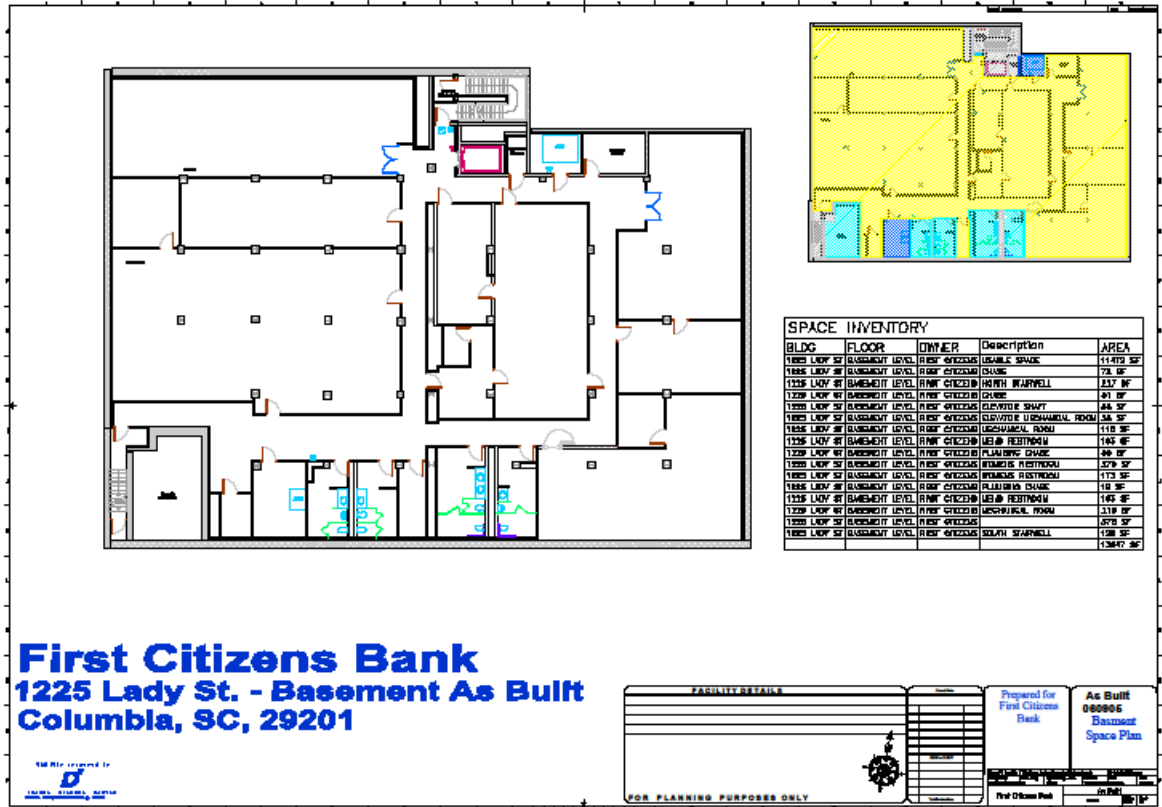
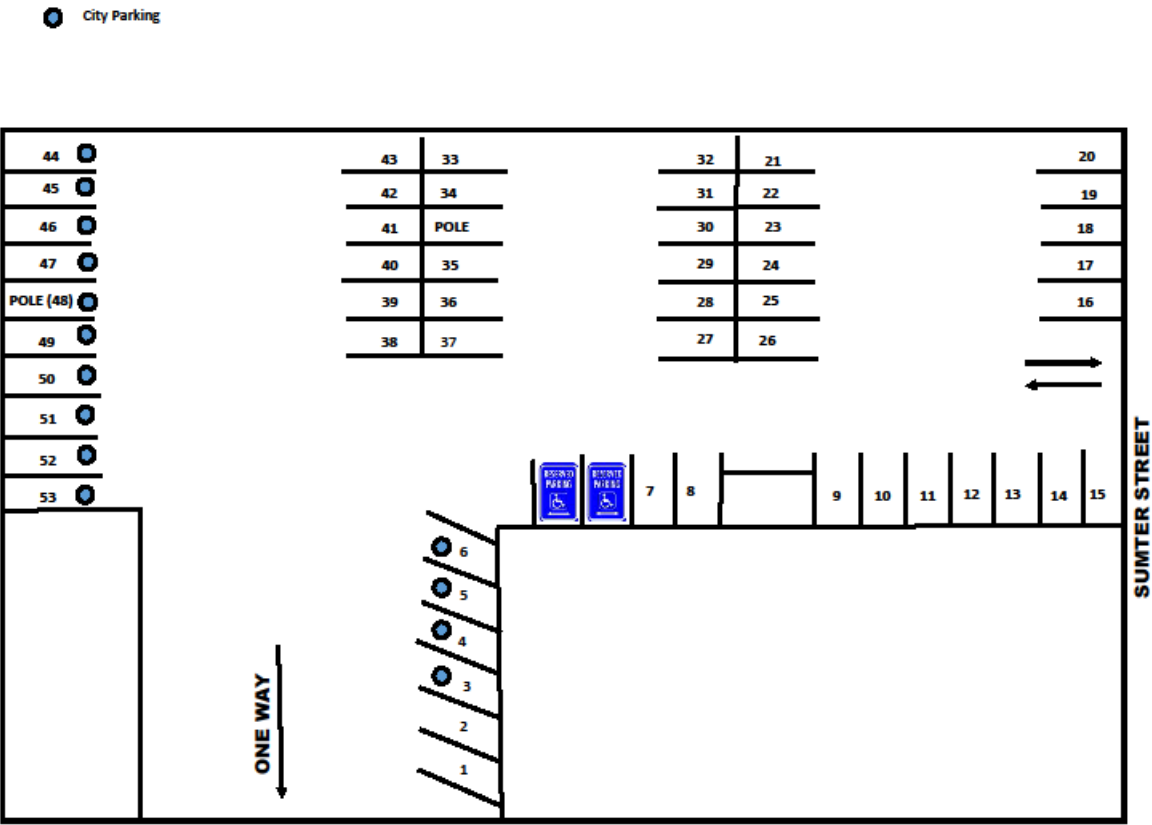


EXHIBIT “B”

[Drawing to Show Fourteen (14) Parking Spaces]





We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT 156
Island View Circle; TMS# 28907-01-09

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-064 Annexing and Incorporating 156 Island View Circle, Richland County TMS# 28907-01-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

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

Applicant: Carroll and Tomothy Edmond

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0010_IslandView156_Council (PDF)
- 2020-064 annex-incorporate 156 Island View (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 156 Island View Circle; TMS# 28907-01-09

Council District:	4
Proposal:	Request recommendation to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.
Applicant:	Carroll and Tomothy Edmond
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1 st Reading:	07/21/2020; Pending
2 nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.61 acres
Current Use: Vacant
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed single family residence is **approximately \$200 annually** based on a year's worth of calls for service for similar type uses in the City.

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

The cost to provide solid waste service is **approximately \$187.00 annually** per household.

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 Palmetto Utilities sewer service area.

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, as it is located within a designated Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$2,400 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” 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 are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, 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 and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Large Lot (UER-2) in the Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single Family Detached

*Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the East, North, and West. Surrounding parcels in unincorporated Richland County are currently zoned PDD to the South.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

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:

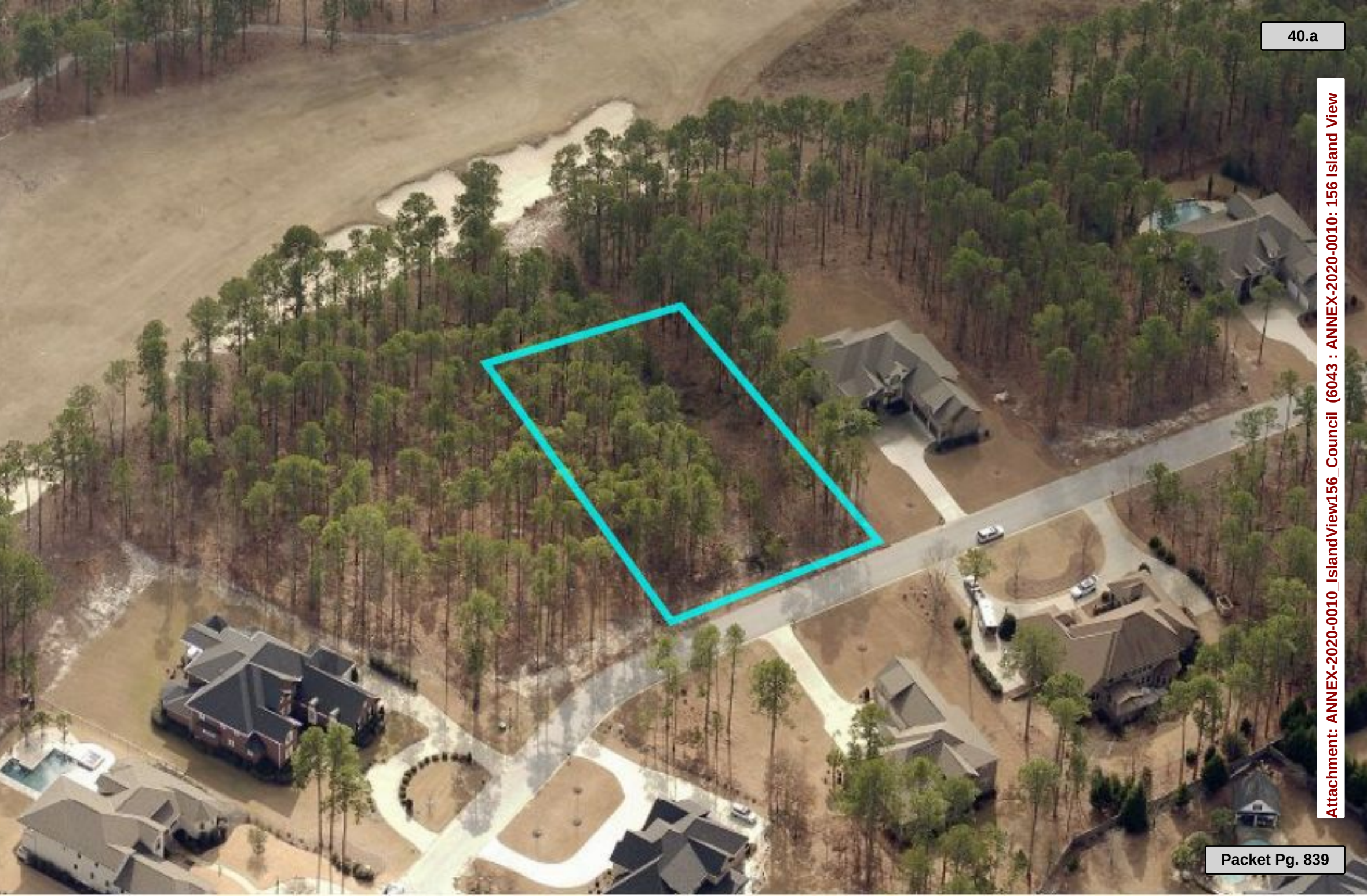
(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(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 City Council annex the property, assign a future land use classification of Urban Edge Residential Large Lot (UER-2), and assign zoning of Planned Unit Development-Residential District (PUD-R) at the time of annexation.



Land Use Map

156 Island View Cir, TMS# 28907-01-09;
Current Rich. Co. FLU: Neighborhood (Medium Density); Proposed FLU: UER-2



Prepared by: Shane Shaughnessy
April 23, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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.

Zoning Map

156 Island View Cir., TMS# 28907-01-09;
Current Rich. Co. Zoning: PDD, Proposed Zoning: PUD-R



We Are Columbia



Prepared by: Shane Shaughnessy
April 23, 2020

DISCLAIMER:

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ORDINANCE NO.: 2020-064

Annexing and Incorporating 156 Island View Circle, Richland County TMS# 28907-01-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 0.61 acres, and shall be assigned an interim land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28907-01-09

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-064

All that certain piece, parcel, or tract 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 on a plat prepared for Carol E. Jones by Cox and Dinkins, Inc., dated July 6, 2007 and recorded in Plat/Record Book 1335 at page 1146. Reference to said plat is made for a more complete and accurate description.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: April 24, 2020
 RE: **Property Address:** 156 Island View Circle
Richland County TMS#: 28907-01-09
Owner(s): Carroll and Tomothy Edmond
Current Use: Vacant
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 1, 2020** 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
 Aubrey Jenkins, Fire Chief
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

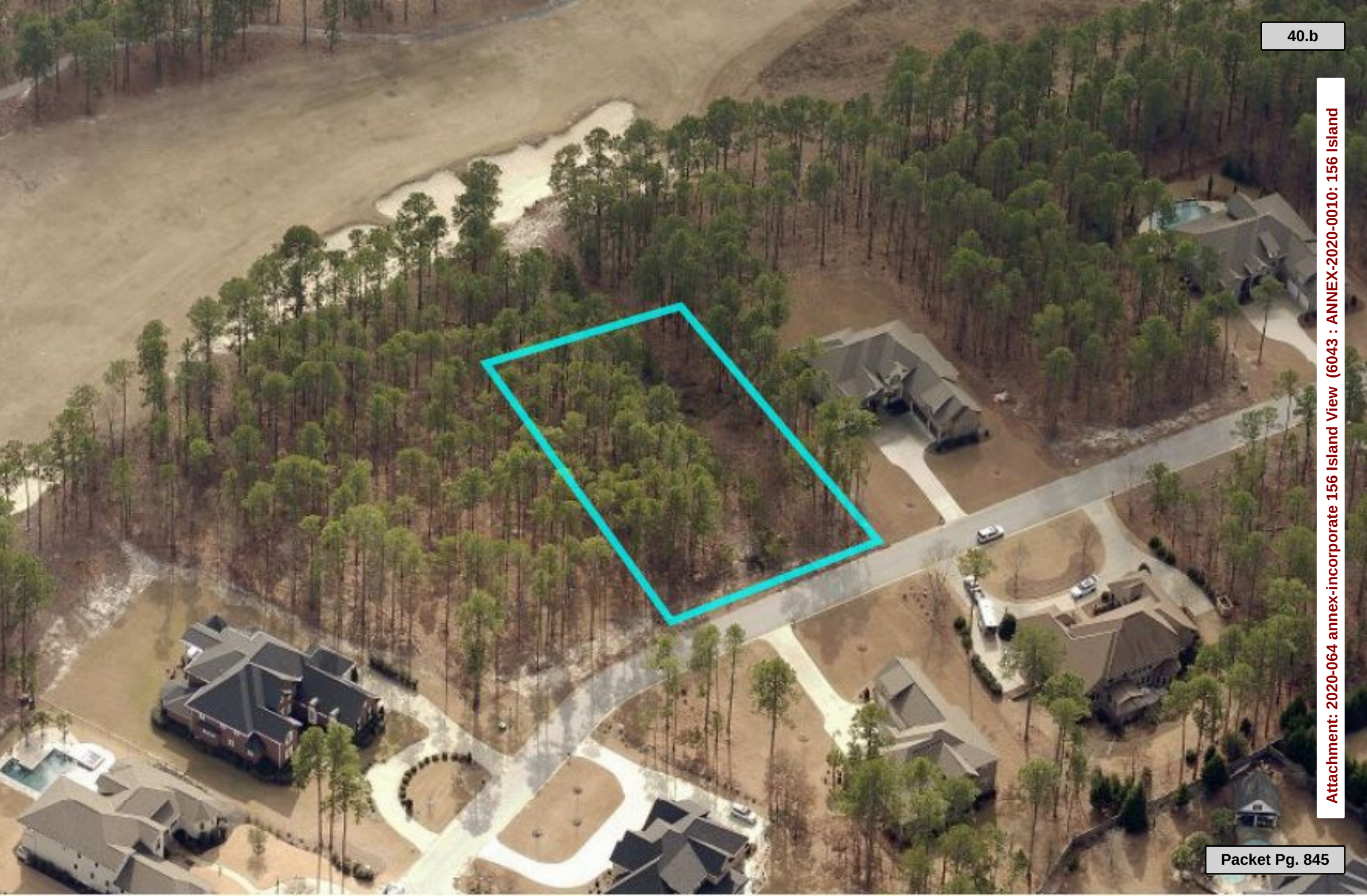
Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-064 annex-incorporate 156 Island View (6043 : ANNEX-2020-0010: 156 Island View Circle; TMS# 28907-01-09)



Land Use Map

156 Island View Cir, TMS# 28907-01-09;
Current Rich. Co. FLU: Neighborhood (Medium Density); Proposed FLU: UER-2



Prepared by: Shane Shaughnessy
April 23, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
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Zoning Map

156 Island View Cir., TMS# 28907-01-09;
Current Rich. Co. Zoning: PDD, Proposed Zoning: PUD-R



We Are Columbia



Prepared by: Shane Shaughnessy
April 23, 2020

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND .) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated on a plat prepared for Carol E. Jones by Cox and Dinkins, Inc. dated July 6, 2007 and recorded in Plat/Record Book 1335 at page 1146. Reference to said plat is made for a more complete and accurate description.

Richland County TMS: 28907-01-09

Property Addresses: 156 Island View Circle

BY: 
 Carol Edmond

Date: 4/15/2020

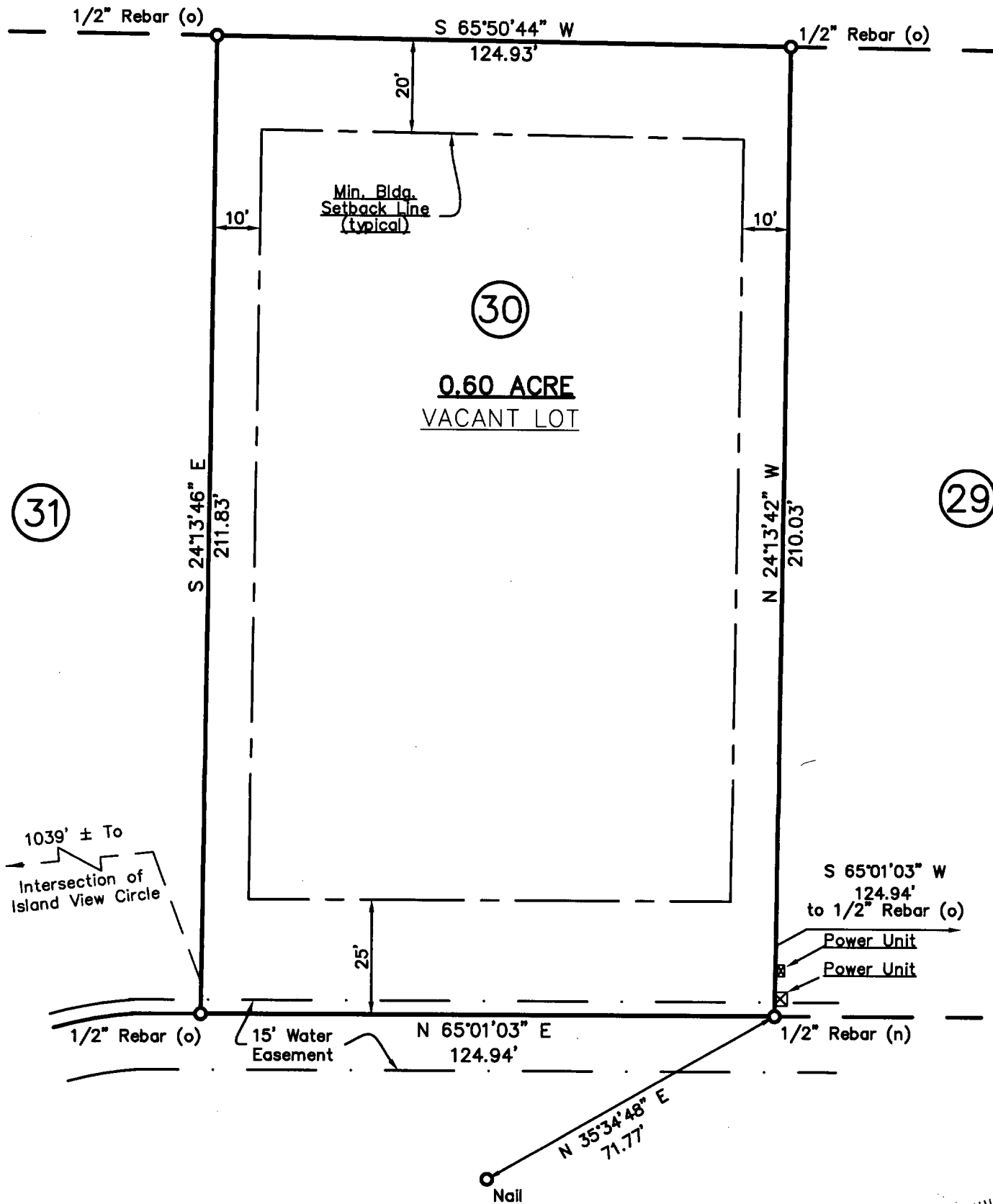
BY: 
 Tomothy Edmond

Date: Apr. 15th 2020

Attachment: 2020-064 annex-incorporate 156 Island View (6043 : ANNEX-2020-0010: 156 Island View Circle; TMS# 28907-01-09)



WOODCREEK
GOLF COURSE



Book 1335-1146
2007062326 07/12/2007 16:22:10:393
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00



Richard W. Rodden
Richland County ROD

COPYRIGHT © 2007 COX AND DINKINS, INC. ALL RIGHTS RESERVED.
DRAWER NO.

ISLAND VIEW CIRCLE
(50' R/W)



PLAT
PREPARED FOR

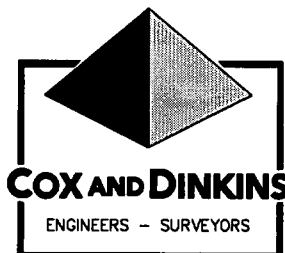
CAROL E. JONES

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

THE SAME BEING DESIGNATED AS LOT NO. 30 ON BONDED SUBDIVISION PLAT OF WOODCREEK FARMS DEVELOPMENT AREA B 2 - PHASE 2, BY UNITED DESIGN SERVICES, INC., DATED OCTOBER 4, 2006, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 1315, PAGE 168.

JULY 6, 2007

1" = 30'



COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax: 803-765-0993
Email: cdinc@coxanddinkins.com

I hereby state that to the best of my 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.

PROF. LAND SURVEYOR NO. 24278
GENE L. DINKINS, JR.



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT 1.7
acres, County Line Trail; TMS# 31700-01-06

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-065 Annexing and incorporating 1.70 acres, County Line Trail, Richland County TMS #31700-01-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Development District (D-1). The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County

Applicant: Mulberry Hall Properties, LLC / Sandy Oaks Development

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0011_1.7acCountyLineTrl_Council (PDF)
- 2020-065 annex-incorporate 1.70 acres County Line Trail (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1.7 acres, County Line Trail; TMS# 31700-01-06

Council District:	4
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Development District (D-1). The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.
Applicant:	Mulberry Hall Properties, LLC / Sandy Oaks Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1 st Reading:	07/21/2020; Pending
2 nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.7 acres
Current Use: Vacant
Proposed Use: Right-of-way; vacant
Reason for Annexation: Municipal Services
Urban Service Area: Long Range
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Rural District (RU)
Proposed City Zoning: Development District (D-1)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As the proposed use of the property is right-of-way for a realigned intersection, we find that the proposed annexation will not significantly impact calls for service.

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

There is likely to be **no cost** associated with this annexation as the property is proposed to be a right-of-way.

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 Palmetto Utilities sewer service area.

Water Customer Care

No new customers are expected. If any new customers were to be established on the annexed property they would pay water 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 Long Range area as designated within the Urban Service Area plan, however the intended purpose for most of the property is right-of-way for a realigned intersection of County Line Trail and Sandy Oaks Road to provide an entrance to the proposed Ellington subdivision. Any real estate tax revenue generated from this property will be negligible, as would any costs.

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Long Range 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.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential – Large Lot (UER-2) in the Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single Family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North. Surrounding parcels in unincorporated Richland County are currently zoned RU to the East, South, and West.

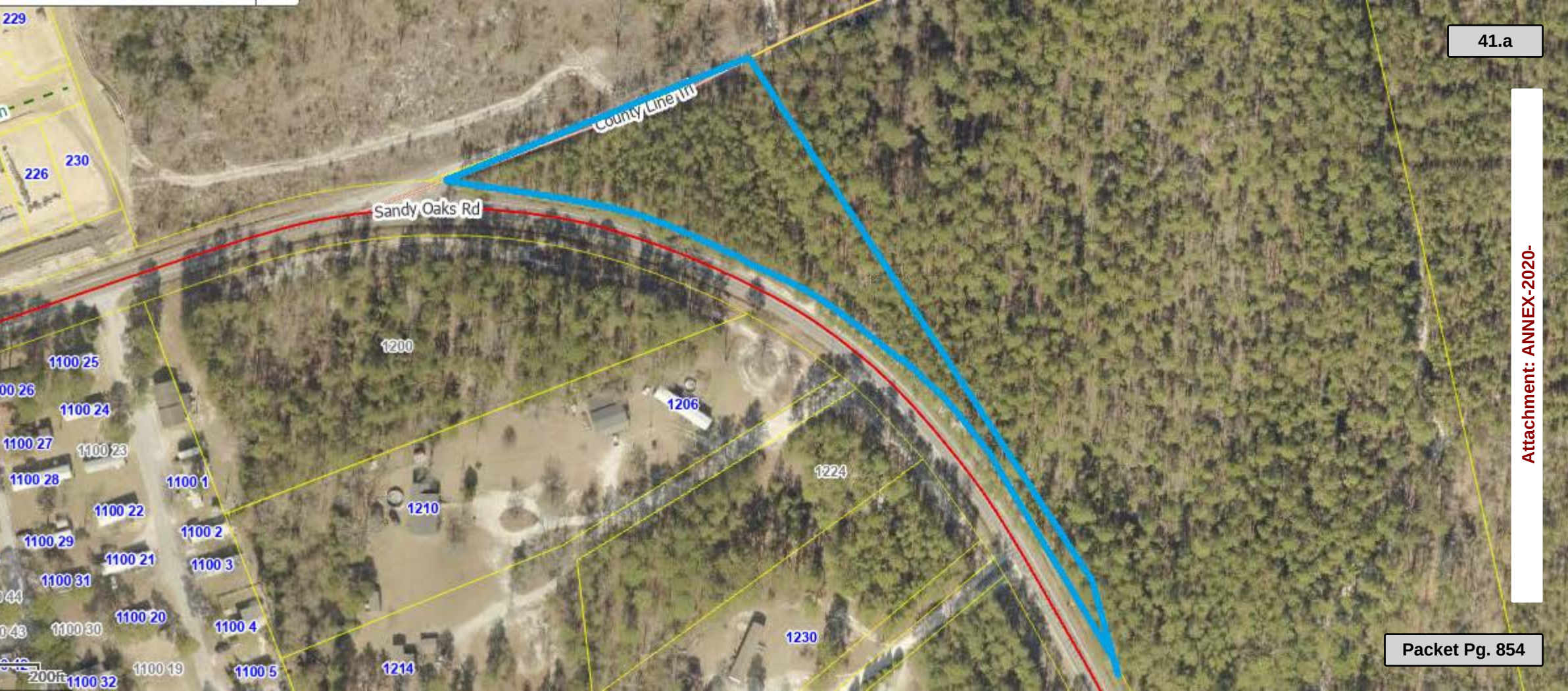
The proposed City of Columbia zoning district is Development District (D-1).

Development District (D-1)

The D-1 district is intended to provide for large tracts of land located primarily on the fringe of urban growth where the predominant character of urban development has not yet been fully established, but where the current characteristics of use are predominantly residential, agricultural or similar development, with scattered related uses. Certain structures and uses required to serve governmental, educational, religious, recreational and other needs of such areas are permitted as special exceptions subject to restrictions and requirements intended to ensure compatibility of uses within the district and adjacent thereto. It is further recognized that future demand for developable land will generate requests for amendments to remove land from the D-1 classification and place it into other more intensely developed classifications as natural consequences of urban expansion.

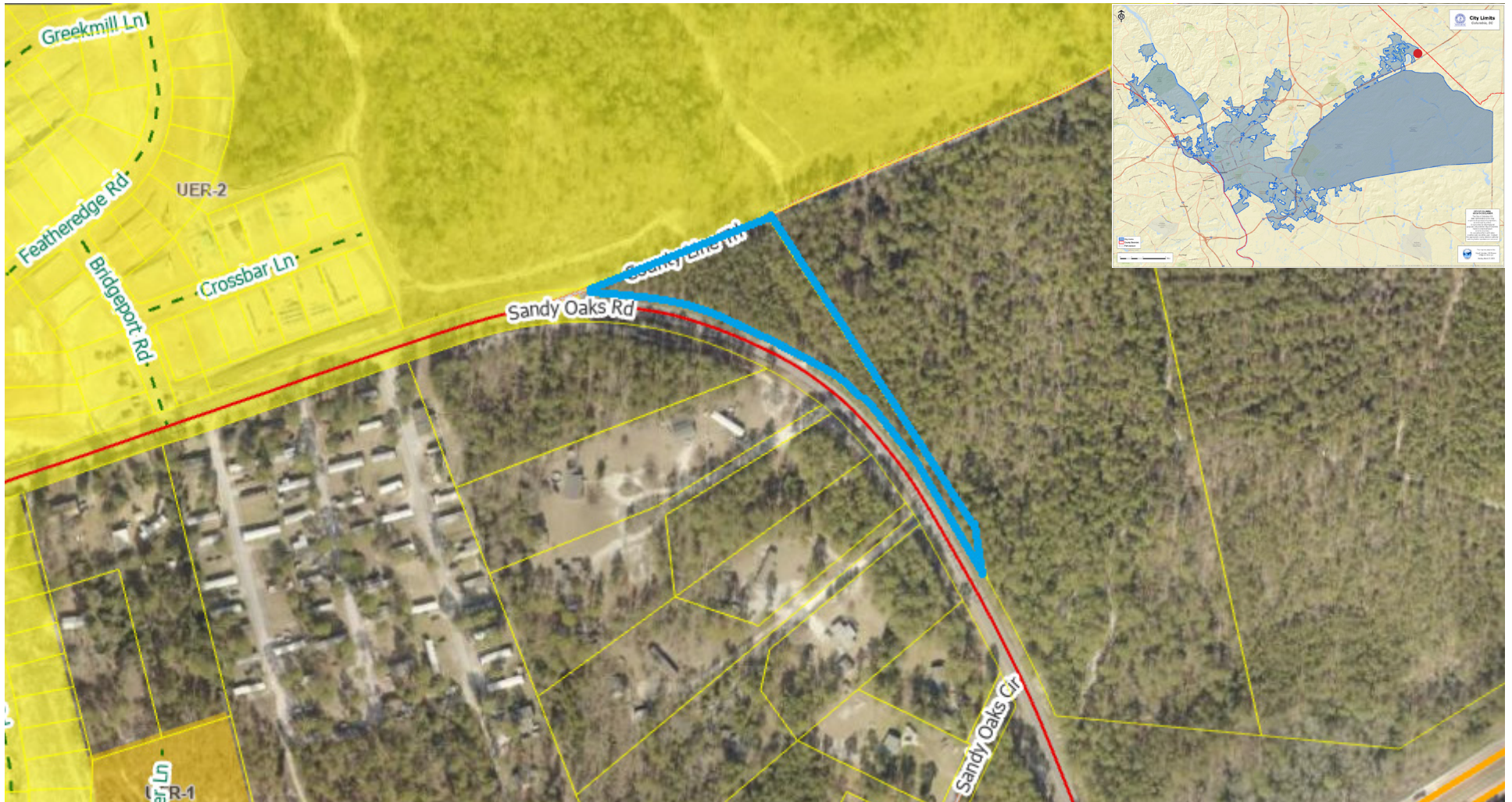
STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign a future land use classification of Urban Edge Residential Large Lot (UER-2), and assign zoning of Development District (D-1) at the time of annexation.



Land Use Map

1.7 acres, County Line Trl., TMS# 31700-01-06;
Current Rich. Co. FLU: Neighborhood (Medium Density); Proposed FLU: UER-2



We Are Columbia

Prepared by: Shane Shaughnessy
May 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
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Zoning Map

1.7 acres, County Line Trl., TMS# 31700-01-06;
Current Rich. Co. Zoning: RU, Proposed Zoning: D-1



We Are Columbia



Prepared by: Shane Shaughnessy
May 12, 2020

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ORDINANCE NO.: 2020-065

Annexing and Incorporating 1.70 acres, County Line Trail, Richland County TMS# 31700-01-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Development District (D-1), apportioned to City Council District 4, Census Tract 114.07, contains 1.70 acres, and shall be assigned an interim land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 31700-01-06

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-065

All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, containing 1.70 acres, and being set forth and shown as Parcel 3 on a plat prepared by Cox and Dinkins, Inc., dated September 14, 1994, and recorded in Plat Book 55 at Page 4659 in the Richland County RMC Office, and being more particularly described as follows:

Beginning at the remote P.O.B. for Parcel 1 and running N24°32'58"W for a distance of 303.81 feet to a ½" rod at the point of beginning (P.O.B.) for Parcel 3; thence running along the eastern margin of the right-of-way of S.C. Highway No. 1097 the following courses: N26°45'18"W for a distance of 144.26 feet to a ½" rod, a curved line with radius 842.62 feet and chord of N27°04'02"W for a distance of 45.11 feet to a ½" rod, S61°23'57"W for a distance of 4.50 feet to a ½" rod, and a curved line with radius 838.12 and chord of N59°10'20"W for a distance of 852.56 feet to a point which is N72°05'13"E and 29.94 feet from a 1" pinch top reference iron; thence turning and running along property now or formerly of Woodcreek Development Partnership N72°05'13"E for a distance of 408.21 feet to a ⅓" rebar; thence turning and running along property now or formerly of Greta E. and Rhett M. Jacobs for the following courses: S33°21'21"E for a distance of 736.00 feet to a ½" rod and S13°56'21"E for a distance of 118.00 feet to a ½" rod at the point of beginning (P.O.B.), be all measurements a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: May 13, 2020
 RE: **Property Address:** 1.70 acres, County Line Trail
Richland County TMS#: 31700-01-06
Owner(s): Mulberry Hall Properties, LLC / Sandy Oaks Development, LLC
Current Use: Vacant
Proposed Use: Right-of-way; vacant
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Rural District (RU)
Proposed City Zoning: Development District (D--1)
Reason for Annexation: Municipal Services; Long Range Area
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 1, 2020** 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

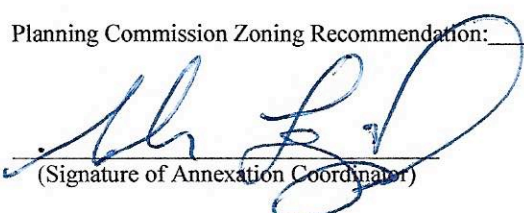
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

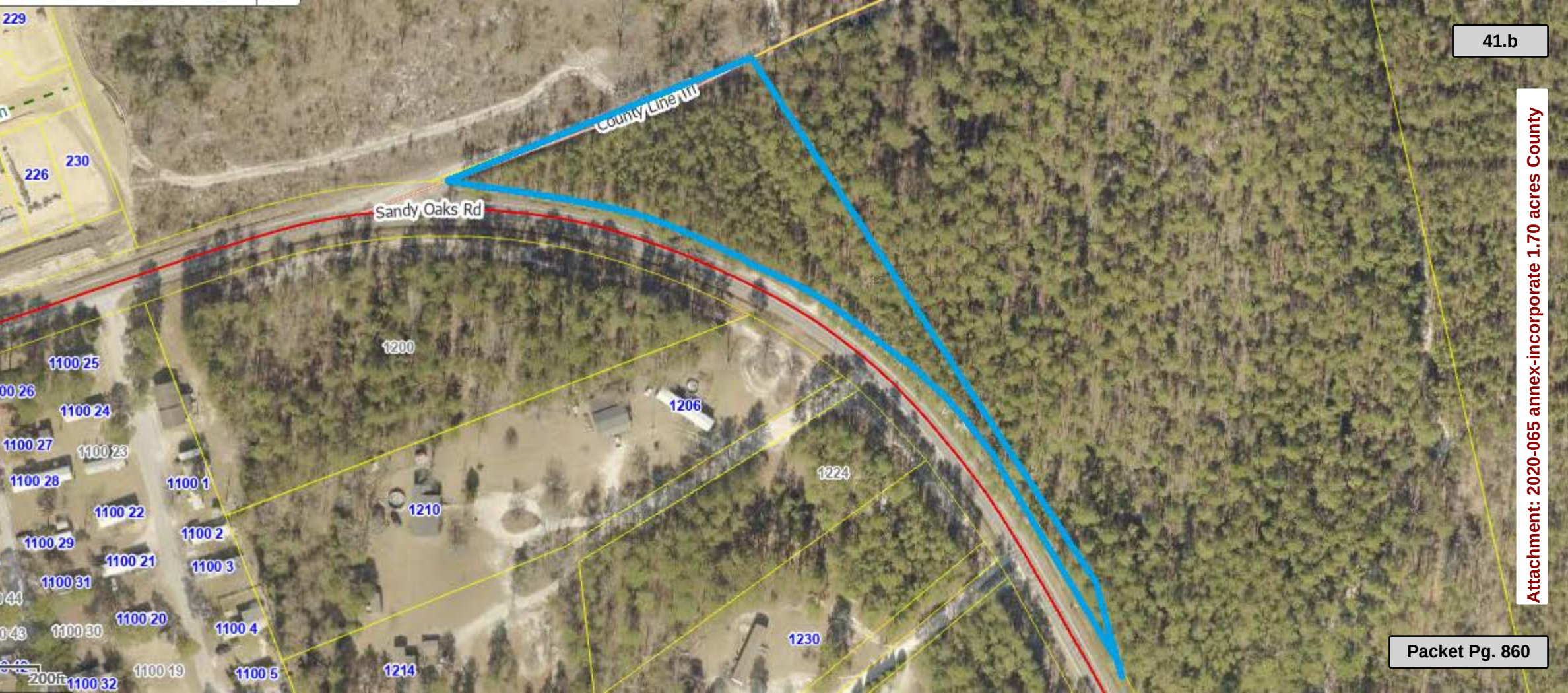
Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: D-1 (Zoning classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).

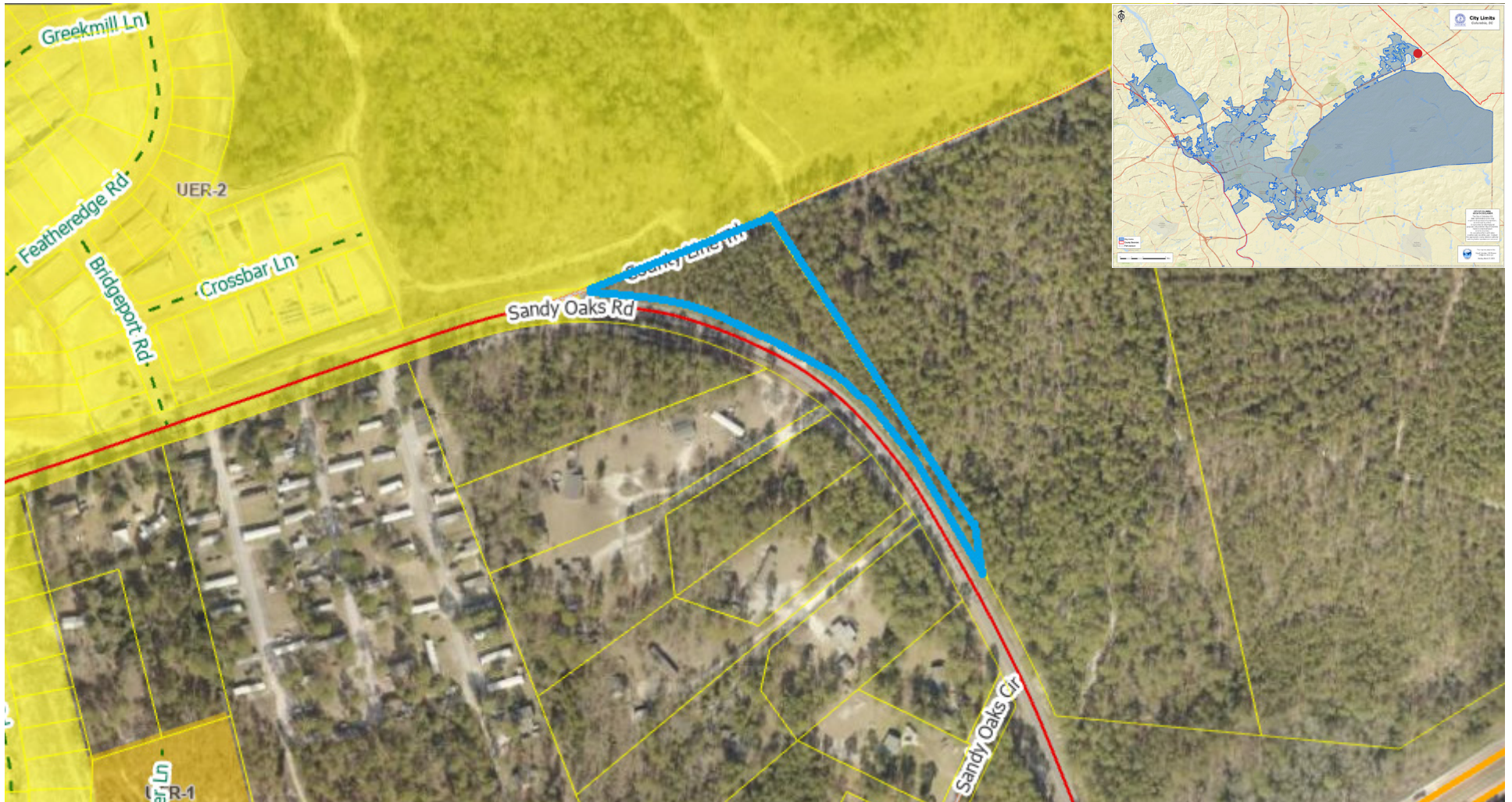

 (Signature of Annexation Coordinator)

Attachment: 2020-065 annex-incorporate 1.70 acres County Line Trail (6023 : ANNEX-2020-0011: 1.70 acres, County Line Trail; TMS# 31700-01-



Land Use Map

1.7 acres, County Line Trl., TMS# 31700-01-06;
Current Rich. Co. FLU: Neighborhood (Medium Density); Proposed FLU: UER-2



We Are Columbia



Prepared by: Shane Shaughnessy
May 12, 2020

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Zoning Map

1.7 acres, County Line Trl., TMS# 31700-01-06;
Current Rich. Co. Zoning: RU, Proposed Zoning: D-1



We Are Columbia



Prepared by: Shane Shaughnessy
May 12, 2020

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STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
 COUNTY OF RICHLAND)

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Property Description: All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, containing 1.70 acres, and being set forth and shown as Parcel 3 on a plat prepared by Cox and Dinkins, Inc., dated September 14, 1994, and recorded in Plat Book 55 at Page 4659 in the Richland County RMC Office, and being more particularly described as follows:

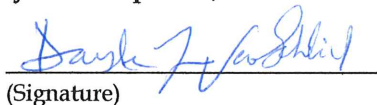
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Richland County TMS: 31700-01-06
 Property Address: 1.70 acres County Line Trail

Seller:

Mulberry Hall Properties, LLC

BY:


 (Signature)

Date:

4-28-2020

Douglas L. Varschaik
 (Print or Type Name)

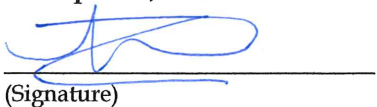
ITS:

Manager
 (Print or Type Title)

Buyer:

HVP3 Development, LLC

BY:


 (Signature)

Date:

4-28-20

David V. Polite
 (Print or Type Name)

ITS:

Sole Member
 (Print or Type Title)

Attachment: 2020-065 annex-incorporate 1.70 acres County Line Trail (6023 : ANNEX-2020-0011: 1.70 acres, County Line Trail; TMS# 31700-01-

PARCEL 1

(beginning at a concrete monument, the remote point of beginning, Remote P.O.B.) at the intersection of the eastern margin of the right-of-way of S.C. Highway 1097 and the northern margin of the right-of-way of U.S. Interstate Highway No. 1-20; thence running N81°06'45"E for a distance of 1,172 feet to the turning and north; thence running along property now or formerly of Grato & R. Bhatt M. W. Woodcock, N05°54'45"E for a distance of 1,365.38 feet to a 1/2" rebar; thence turning and following the centerline of property formerly of Woodstock Development Partnership for the following courses:

N70°00'40"E for a distance of 23.98 feet to a point,
N48°01'07"E for a distance of 108.57 feet to a point,
N46°08'07"E for a distance of 198.78 feet to a 1/2" rebar,
N51°50'35"E for a distance of 100.04 feet to a point,
N59°48'15"E for a distance of 144.66 feet to a point,
N43°50'18"E for a distance of 100.04 feet to a point,
N13°09'55"E for a distance of 99.87 feet to a 1/3" rebar,
N01°10'50"W for a distance of 138.45 feet to a 1/3" rebar,
N11°39'02"E for a distance of 105.53 feet to a point,
N21°00'18"E for a distance of 188.98 feet to a point,
N21°17'57"E for a distance of 167.98 feet to a 1/2" rebar,
S55°17'43"E for a distance of 43.86 feet to a 1/2" rebar,
S55°17'43"E for a distance of 105.53 feet to a point,
N13°20'00"W for a distance of 507.93 feet to a 1-1/4" pipe on bank of Spears Creek, being a reference iron for the property line extending from the remote point of beginning thence turning and following the centerline of Spears Creek along property now or formerly of T.B. Campbell, property now on the right-of-way of U.S. Interstate Highway No. 1-20; to Joanna Frances Parker Rebar, and property now or formerly of J. Brown. A series of traverse lines span the creek beginning at a point mentioned 1-1/4" pipe on the bank and running as follows: S55°43'45"E for a distance of 180.03 feet to a hub with nail, N71°19'30"E for a distance of 288.53 feet to a hub with nail, N71°59'03"E for a distance of 188.03 feet to a hub with nail, S55°43'45"E for a distance of 180.03 feet to a hub with nail, N47°27'55"E for a distance of 101.78 feet to a hub with nail, N46°48'01"E for a distance of 411.08 feet to a hub with nail, N61°19'01"E for a distance of 187.07 feet to a hub with nail, N46°19'01"E for a distance of 101.78 feet to a hub with nail, S58°24'04"E for a distance of 220.94 feet to a hub with nail, N57°19'19"E for a distance of 280.41 feet to a hub with nail, N51°13'19"E for a distance of 280.41 feet to a 1-1/4" pipe on the bank of Spears Creek; thence running and running along property now or formerly of Wideowood Utilities for the following courses: N72°07'20"E for a distance of 504.90 feet to a 5/8" rebar, N75°30'40"E for a distance of 280.41 feet to a 5/8" rebar, S41°27'01"W for a distance of 278.53 feet to a 1/2" rod, S01°27'48"E for a distance of 491.47 feet to a 5/8" rebar, N88°32'14"E for a distance of 180.03 feet to a 5/8" rebar, N72°17'45"W for a distance of 491.47 feet to a 5/8" rebar, N88°32'14"E for a distance of 379.19 feet to a 1-1/4" pipe, and thence running a distance of 3.0 feet to a point in the center of a creek; thence turning and following the centerline of the creek along property now or formerly of Wideowood Utilities for the following courses: S43°16'47"W for a distance of 74.49 feet to a point, S42°24'00"E for a distance of 121.66 feet to a point, S01°54'26"W for a distance of 136.00 feet to a point, S09°04'34"E for a distance of 245.90 feet to a point, N73°32'26"E for a distance of 89.60 feet to a point, S12°25'26"W for a distance of 121.66 feet to a point, S19°03'34"E for a distance of 56.10 feet to a point, S10°06'34"E for a distance of 114.80 feet to a 5/8" rebar; thence turning and running along property now or formerly of right-of-way of U.S. Interstate Highway No. 1-20 for the following courses: S81°15'43"W for a distance of 517.60 feet to a concrete monument, S78°59'16"W for a distance of 193.25 feet to a concrete monument, and finally a distance of 291.53 feet to a 1/2" rod at the point of beginning (P.O.B.).

PARCEL 3

Beginning at the remote P.O.B. for Parcel 2; thence running along the following courses to the P.O.B. for Parcel 2: S81°07'32"E distance of 714.65 feet and S20°11'15"E for a distance of 355.61 feet to the "S" bar at the point of beginning (P.O.B.) for Parcel 2; thence along the right-of-way margin of the right-of-way of U.S. Interstate Highway No. I-20 for the following courses: N61°15'43"E for a distance of 4917.17 feet to a concrete monument, N10°17'10"E for a distance of 49.76 feet to a concrete monument, N61°51'34"E for a distance of 107.17 feet to a concrete monument, and N86°51'34"E for a distance of 33.24 feet to a monument on a concrete pipe; thence turning and following the centerline of a creek or waterway known as the "Creek of Brown et al." to the P.O.B. for Parcel 2; thence along the following courses: N61°51'51"E for a distance of 275.65 feet to a well, S29°53'53"W for a distance of 275.65 feet to a hub with nail, S28°13'19"W for a distance of 236.03 feet to a hub with nail, S4°36'30"W for a distance of 236.03 feet to a hub with nail, and S72°50'15"W for a distance of 266.38 feet to a monument; thence turning and running along property now or formerly owned by Brown et al. S46°20'33"E for a distance of 252.48 feet to a 1-1/4" pipe; thence turning and running along property now or formerly of Veterans Affairs Adm. S54°05'59"W for a distance of 207.36 feet to a 1" pinch tap; thence turning and running along property now or formerly of Veterans Affairs Adm. S06°52'15"W for a distance of 586.09 feet to a 1/2" pinch tap; thence turning and running along the northern margin of the right-of-way of Brazzell Road S5°58'10"E for a distance of 440.72 feet to a 1-1/4" pipe; thence turning and running along property now or formerly of Carl R. Colman N42°51'59"W for a distance of 201.47 feet to a 1" pinch tap; thence turning and running along property now or formerly of Eugene Brazzell, and thence turning and running along property now or formerly of Eugene Brazzell, and thence turning and running along property now or formerly of Annie Ruby Coleman S101°48'E for a distance of 595.50 feet to a 1/2" rod; thence turning and running along property now or formerly of Annie Ruby Coleman S101°48'E for a distance of 595.50 feet to a 1/2" rod; thence turning and running along property now or formerly of Brazzell & Paak, Inc. S86°04'23"W for a distance of 334.44 feet to a 3/4" pinch tap; thence turning and running along property now or formerly of Annie Ruby Coleman N12°23'47"W for a distance of 224.44 feet to a 1" post; thence turning and running along property now or formerly of Turnipsed and Turner and Turner S67°54'42"W for a distance of 2130.94 feet to a 5/8" bar; thence turning and running along the right-of-way of U.S. Interstate Highway No. I-20 in a curved line with a radius of 447.46 feet and chord of 1442.72 feet to a 1/2" pin; thence turning and running along property now or formerly of Turnipsed and Turner and Turner to a 5/8" bar at the point of beginning (P.O.B.) for Parcel 2.

PARCEL

Beginning at the remote P.O.B. for Parcel 1 and running N24°13'08"W for a distance of 303.78 feet to a 1/2" rod at the point of beginning (P.O.B.) for Parcel 3; thence running along the eastern margin of the right-of-way of S.C. Highway No. 1097 the following courses: N28°45'18"W for a distance of 144.26 feet to the end of said road, and thence S89°10'20"W and chord of N27°04'02"W for a distance of 45.11 feet to a 1/2" rod, S61°25'37"W for a distance of 4.50 feet to a 1/2" rod, and a line with radius 858.12 and chord of N59°10'20"W for a distance 45.00 feet to a 1/2" rod, and thence S29°39'42"W for a distance of 29.93 feet to a 1" pinch post reference iron; thence turning and running along property now or formerly of Woodcrest Development N72°04'17"W for a distance of 40.82 feet to a 1/3" rod; thence turning and running along the eastern margin of Greta E. and Rhett M. Jacobs for the following courses: S33°21'21"E for a distance of 738.00 feet to a 1/2" rod and S33°21'21"E for a distance of 716.00 feet to a 1/2" rod at the point of beginning (P.O.B.).

ALTA / ACSM LAND TITLE SURVEY
PREPARED FOR

NATIONSBANK OF SOUTH CAROLINA, N.A.

RICHLAND AND KERSHAW COUNTIES NEAR PONTIAC, S.C.

DATE: SEPTEMBER 8, 1994

Scale: 1" = 300'

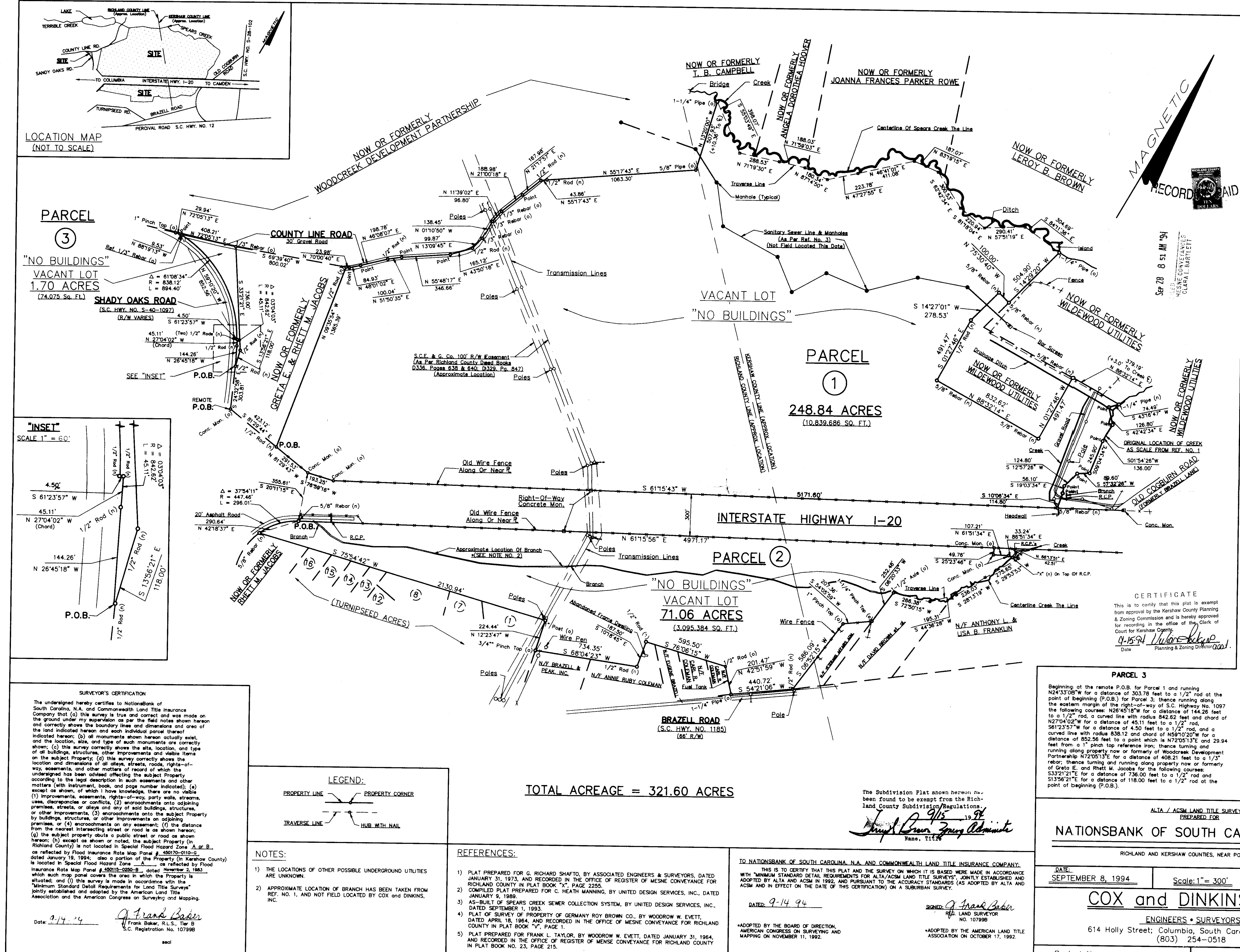
COX and DINKINS, INC.

ENGINEERS • SURVEYORS

614 Holly Street; Columbia, South Carolina - 29205

BOOK 55 PAGE 4650

Packet Pg. 864





We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT 18.02
acres, County Line Trail, TMS# 28900-01-18 (portion;
formerly portion of TMS# 31700-01-04, plat recorded at Book
2477 Page 1866 in the Richland County ROD on 03/16/2020)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-066 Annexing and Incorporating 18.02 acres, County Line Trail, Richland County TMS# 31700-01-04 (p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0012_18.02acCountyLineTrl (PDF)
- 2020-066 annex-incorporate 18.02 acres County Line Trail (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

18.02 acres, County Line Trail, TMS# 28900-01-18 (portion; formerly portion of TMS# 31700-01-04, plat recorded at Book 2477 Page 1866 in the Richland County ROD on 03/16/2020)

Council District:	4
Proposal:	Request recommendation to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.
Applicant:	Sandy Oaks Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1 st Reading:	07/21/2020; Pending
2 nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 18.02 acres
Current Use: Vacant
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Long Range
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve the 65 proposed single family lots is **approximately \$13,000 annually** based on a year's worth of calls for service for similar type uses in the City.

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

The cost to provide solid waste service is **approximately \$187.00 annually** per household.

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 Palmetto Utilities sewer service area.

Water Customer Care

This proposed development would create approximately 65 new water customers. These customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property. The property is located within a Long Range area as designated within the Urban Service Area plan, however it will be developed along with property already within the City limits and will be a part of a subdivision known as Ellington Phase 1, part of the Woodcreek Farms PUD General Development Plan. The estimated real estate tax revenue generated for the City will be **approximately \$56,000 per year**, based on the current tax rate and value estimates upon full build-out of approximately 65 lots. This value assumes all homes are owner-occupied.

* Estimated City Tax Revenue is based on **2019 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Long Range 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.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Edge Residential – Small Lot (UER-1) in the 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
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- 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 M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the South and RU to the West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

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.

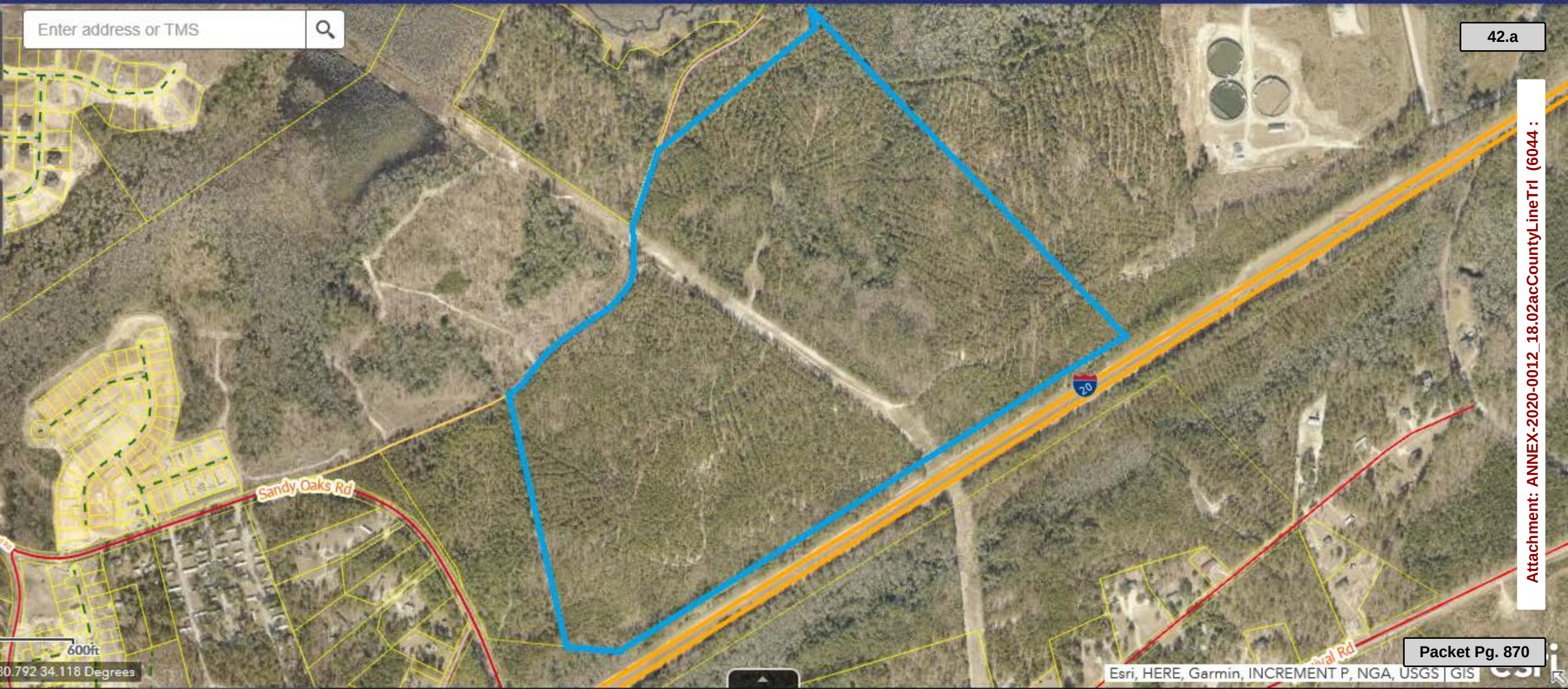
(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(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 City Council annex the property, assign a future land use classification of Urban Edge Residential Small Lot (UER-1), and assign zoning of Planned Unit Development-Residential District (PUD-R) at the time of annexation.

Attachment: ANNEX-2020-0012_18.02acCountyLineTrl (6044 : ANNEX-2020-0012: 18.02 acres, County Line Trail, TMS# 28900-01-18)



Attachment: ANNEX-2020-0012_18.02acCountyLineTrl (6044 :

Land Use Map

18.02 acres, County Line Trl.(portion), TMS# 31700-01-04 (portion);
Current Rich. Co. FLU: Neighborhood (Medium Density); Proposed FLU: UER-1



We Are Columbia

Prepared by: Shane Shaughnessy
May 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

18.02 acres, County Line Trl. (portion), TMS# 31700-01-04 (portion);
Current Rich. Co. Zoning: M-1, Proposed Zoning: PUD-R



We Are Columbia



Prepared by: Shane Shaughnessy
May 12, 2020

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ORDINANCE NO.: 2020-066

Annexing and Incorporating 18.02 acres, County Line Trail, Richland County TMS# 31700-01-04 (p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 18.02 acres, and shall be assigned an interim land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 31700-01-04 (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:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-066

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, County of Richland, State of South Carolina, containing approximately 18.02 acres and shown on a Plat prepared for Prime Development, LLC by Belter & Associates, Inc. dated February 26, 2020 (the "Plat"), and recorded in the Office of the Register of Deeds for Richland County on March 16, 2020 in Book 2477, page 1866, the Plat being hereby incorporated by reference for a more complete description of the Property.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: May 13, 2020
 RE: **Property Address:** 18.02 acres, County Line Trail
Richland County TMS#: 31700-01-04 (portion)
Owner(s): Sandy Oaks Development, LLC
Current Use: Vacant
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Light Industrial District (M-1)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R)
Reason for Annexation: Municipal Services; Long Range Area
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 1, 2020** 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

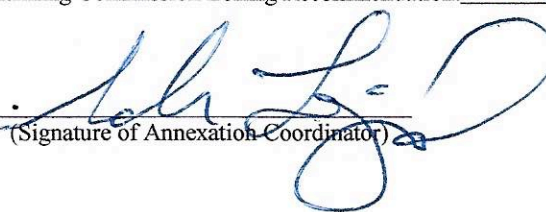
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

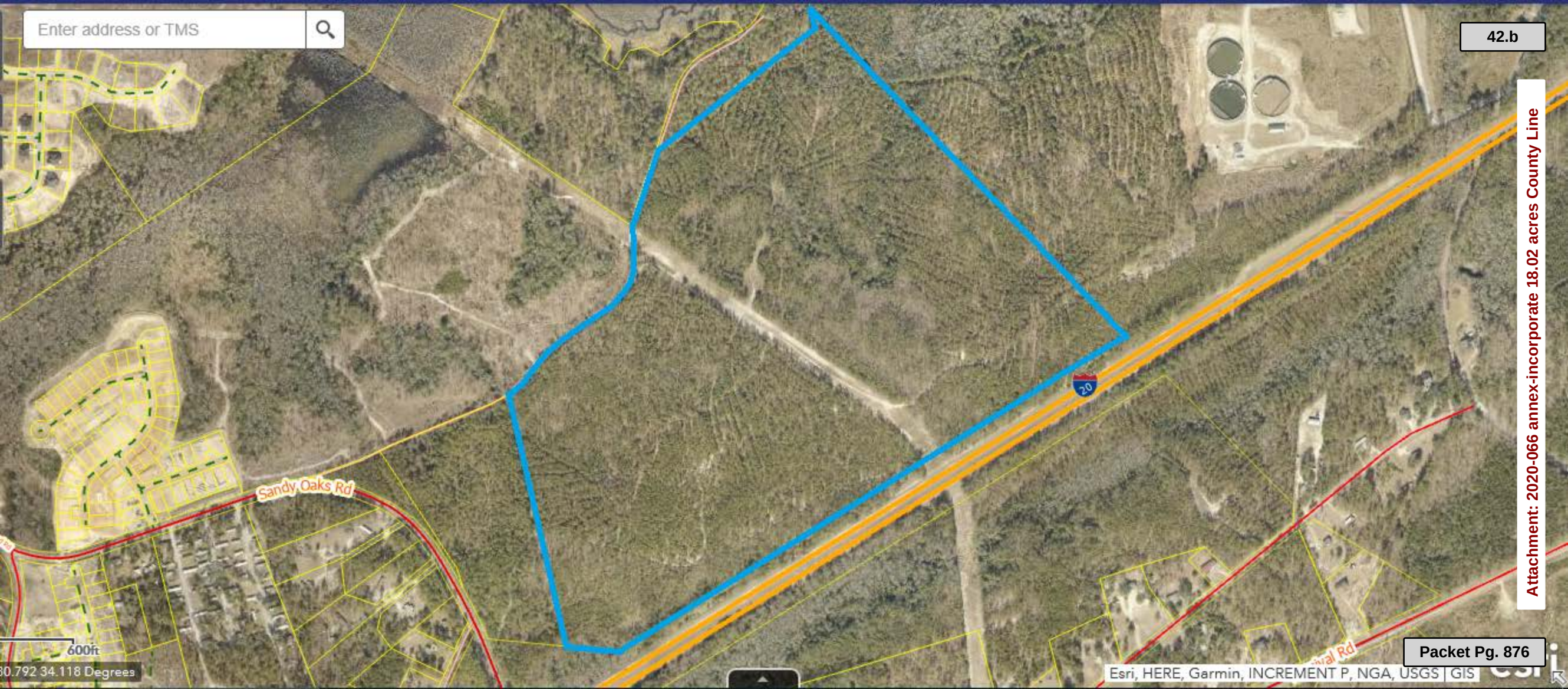
Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-066 annex-incorporate 18.02 acres County Line Trail (6044 : ANNEX-2020-0012: 18.02 acres, County Line Trail, TMS# 28900-



Attachment: 2020-066 annex-incorporate 18.02 acres County Line

Land Use Map

18.02 acres, County Line Trl.(portion), TMS# 31700-01-04 (portion);
Current Rich. Co. FLU: Neighborhood (Medium Density); Proposed FLU: UER-1



We Are Columbia

Prepared by: Shane Shaughnessy
May 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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Zoning Map

18.02 acres, County Line Trl. (portion), TMS# 31700-01-04 (portion);
Current Rich. Co. Zoning: M-1, Proposed Zoning: PUD-R



We Are Columbia



Prepared by: Shane Shaughnessy
May 12, 2020

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, County of Richland, State of South Carolina, containing approximately 18.02 acres and shown on a Plat prepared for Prime Development, LLC by Belter & Associates, Inc. dated February 26, 2020 (the "Plat"), and recorded in the Office of the Register of Deeds for Richland County on March 16, 2020 in Book 2477, page 1866, the Plat being hereby incorporated by reference for a more complete description of the Property.

Richland County TMS: 31700-01-04 (portion)

Property Addresses: 18.02 acres, County Line Trail

Sandy Oaks Development, LLC

BY: _____



Date: _____

4-28-20

David V. Rainey
 (Print or Type Name)

ITS: _____

Sole Member

Attachment: 2020-066 annex-incorporate 18.02 acres County Line Trail (6044 : ANNEX-2020-0012: 18.02 acres, County Line Trail, TMS# 28900-



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT 20.74
acres, County Line Trail; TMS# 28900-01-35

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-067 - Annexing and Incorporating 20.74 acres, County Line Trail, Richland County TMS# 28900-01-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0013_20.74acCountyLineTrl (PDF)
- 2020-067 annex-incorporate 20.74 acres County Line Trail (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 20.74 acres, County Line Trail; TMS# 28900-01-35

Council District:	4
Proposal:	Request recommendation to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.
Applicant:	Sandy Oaks Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1 st Reading:	07/21/2020; Pending
2 nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 20.74 acres
Current Use: Vacant
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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 about 60 homes on this property is **approximately \$12,000 annually** based on a year's worth of calls for service for similar type uses in the City.

Attachment: ANNEX-2020-0013_20.74acCountyLineTrl (6053 : ANNEX-2020-0013: 20.74 acres, County Line Trail; TMS# 28900-01-35)

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

The cost to provide solid waste service is **approximately \$187.00 annually** per household.

Engineering

Water is currently not available but once the Ellington Subdivision is submitted, approved, and completed water will be available. The property is within the Palmetto Utilities sewer service area.

Water Customer Care

The future customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property. The property is located within a Long Range area as designated within the Urban Service Area plan, however it is part of the Woodcreek Farms PUD General Development Plan and is anticipated to be a future phase of the Ellington subdivision. The estimated real estate tax revenue generated for the City will be **approximately \$56,000 per year**, based on the current tax rate and value estimates for approximately 60 homes.

* Estimated City Tax Revenue is based on **2019 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Long Range 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.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Edge Residential – Small Lot (UER-1) in the 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
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the South and West. Surrounding parcels in unincorporated Richland County are currently zoned PDD to the West, North, and East and M-1 to the East.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

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.

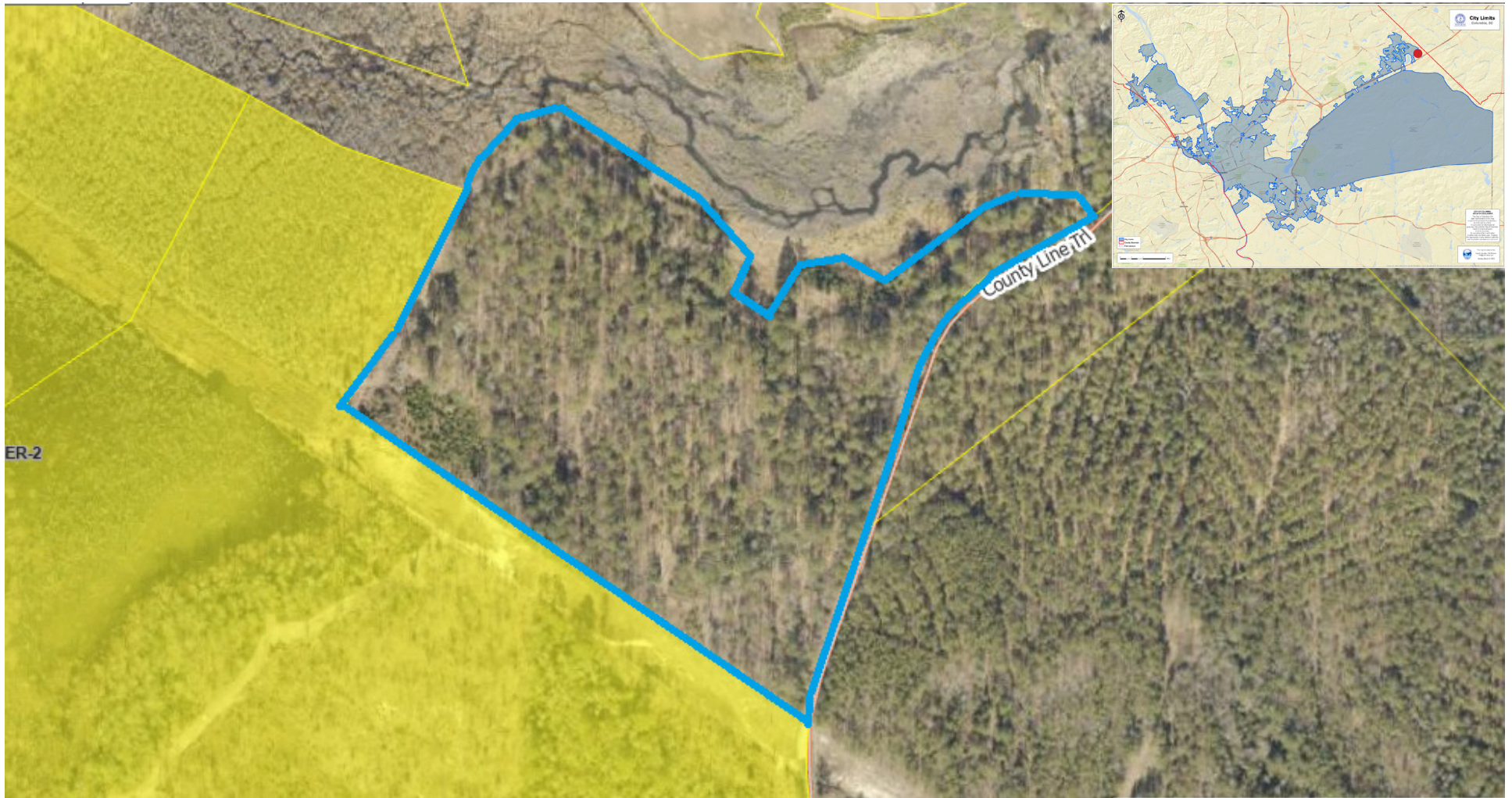
STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign a future land use classification of Urban Edge Residential Small Lot (UER-1), and assign zoning of Planned Unit Development-Residential District (PUD-R) at the time of annexation.

County Line Trl

Land Use Map

20.74 acres, County Line Trl., TMS# 28900-01-35;
Current Rich. Co. FLU: Neighborhood (Medium Density); Proposed FLU: UER-1



We Are Columbia

Prepared by: Shane Shaughnessy
May 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

DISCLAIMER:

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Zoning Map

20.74 acres, County Line Trl., TMS# 28900-01-35;
Current Rich. Co. Zoning: PDD, Proposed Zoning: PUD-R and PUD-R, -FP



Prepared by: Shane Shaughnessy
May 12, 2020

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ORDINANCE NO.: 2020-067

Annexing and Incorporating 20.74 acres, County Line Trail, Richland County TMS# 28900-01-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Planned Unit Development - Residential (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 20.74 acres, and shall be assigned an interim land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28900-01-35

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-067

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, County of Richland, State of South Carolina, containing approximately 20.74 acres and shown on a Plat prepared for Woodcreek Development, LLC and April M. McCrary by United Design Services, Inc. dated December 15, 2010, last revised January 25, 2011 (the "Plat"), recorded in the Office of the Register of Deeds for Richland County on February 2, 2011 in Book 1663, page 2820, the Plat being hereby incorporated by reference for a more complete description of the Property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 13, 2020

RE: **Property Address:** 20.74 acres, County Line Trail
Richland County TMS#: 28900-01-35
Owner(s): Sandy Oaks Development, LLC
Current Use: Vacant
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R), a portion within the Flood Protective Overlay (-FP)
Reason for Annexation: Municipal Services; Long Range Area
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 1, 2020** 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

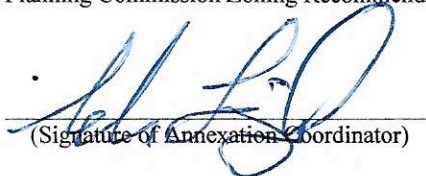
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 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
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).

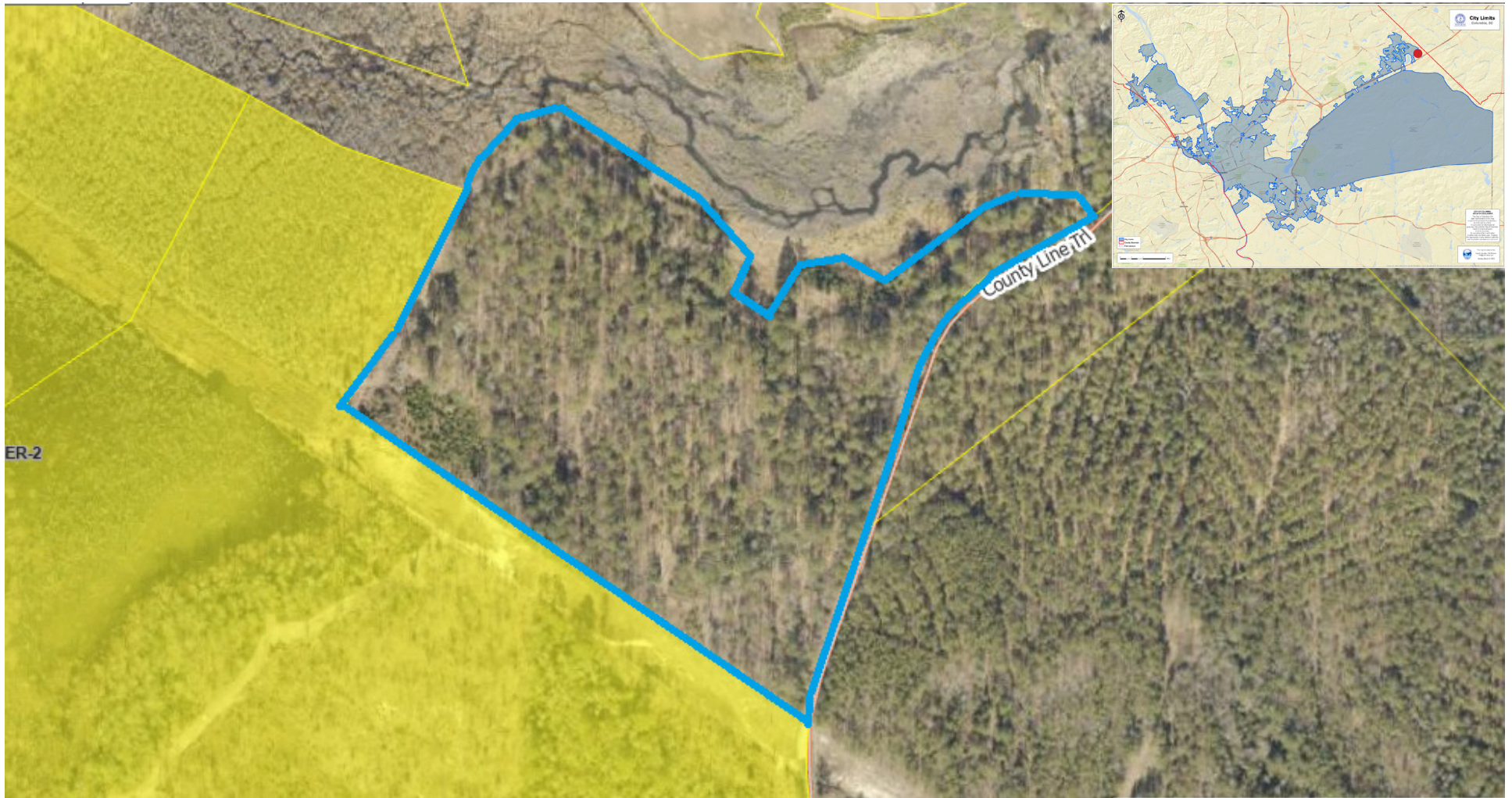

 (Signature of Annexation Coordinator)

Attachment: 2020-067 annex-incorporate 20.74 acres County Line Trail (6053 : ANNEX-2020-0013: 20.74 acres, County Line Trail; TMS# 28900-

County Line Rd

Land Use Map

20.74 acres, County Line Trl., TMS# 28900-01-35;
Current Rich. Co. FLU: Neighborhood (Medium Density); Proposed FLU: UER-1



We Are Columbia

Prepared by: Shane Shaughnessy
May 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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Zoning Map

20.74 acres, County Line Trl., TMS# 28900-01-35;
Current Rich. Co. Zoning: PDD, Proposed Zoning: PUD-R and PUD-R, -FP



Prepared by: Shane Shaughnessy
May 12, 2020

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, County of Richland, State of South Carolina, containing approximately 20.74 acres and shown on a Plat prepared for Woodcreek Development, LLC and April M. McCrary by United Design Services, Inc. dated December 15, 2010, last revised January 25, 2011 (the "Plat"), recorded in the Office of the Register of Deeds for Richland County on February 2, 2011 in Book 1663, page 2820, the Plat being hereby incorporated by reference for a more complete description of the Property.

Richland County TMS: 28900-01-35

Property Addresses: 20.74 acres, County Line Trail

Sandy Oaks Development, LLC

BY: _____



Date: _____

4-28-20

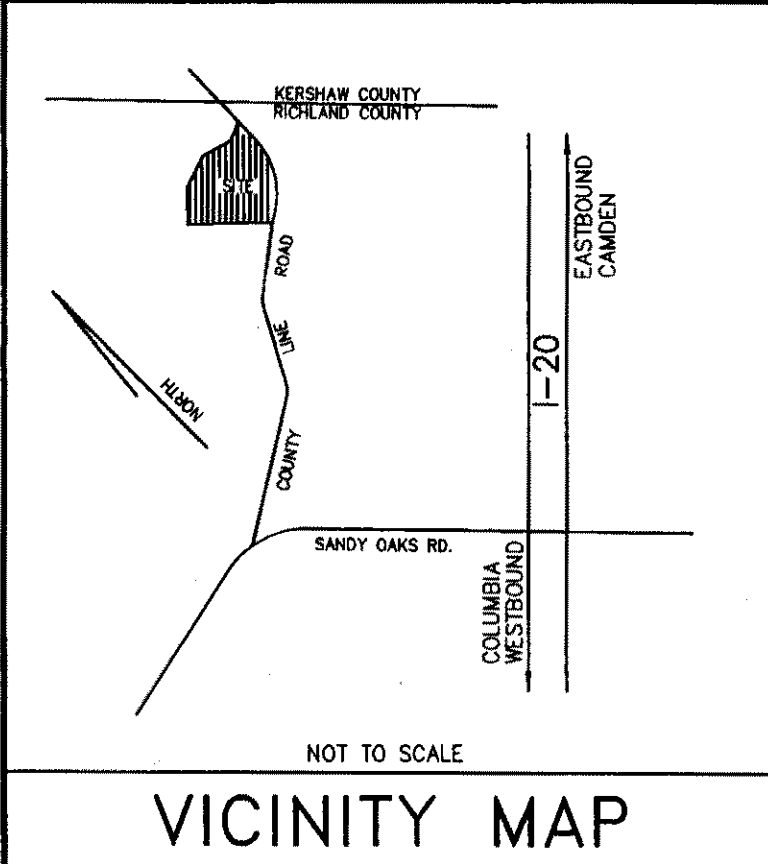


(Print or Type Name)

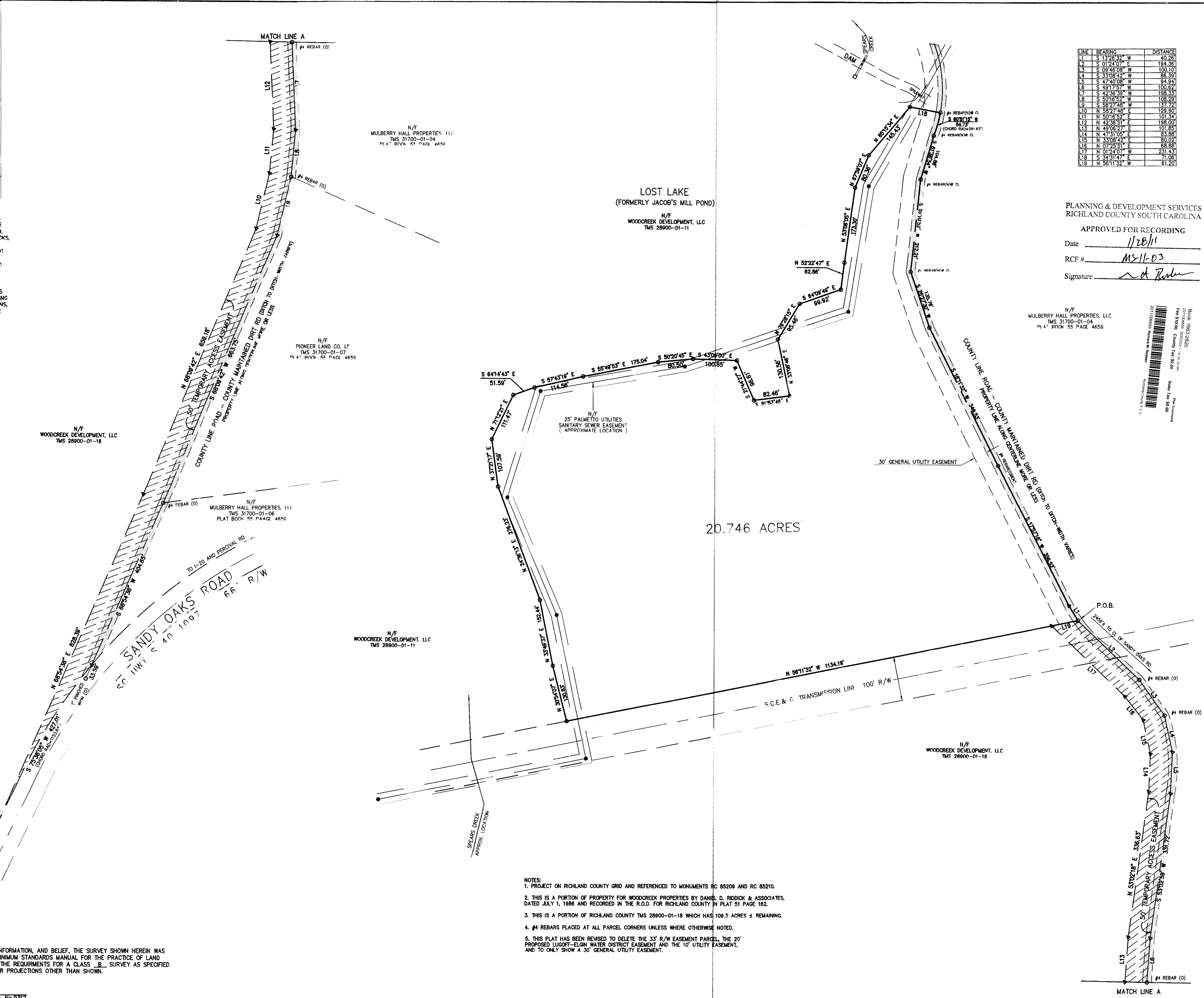
ITS: _____

Sole Member

Attachment: 2020-067 annex-incorporate 20.74 acres County Line Trail (6053 : ANNEX-2020-0013: 20.74 acres, County Line Trail; TMS# 28900-

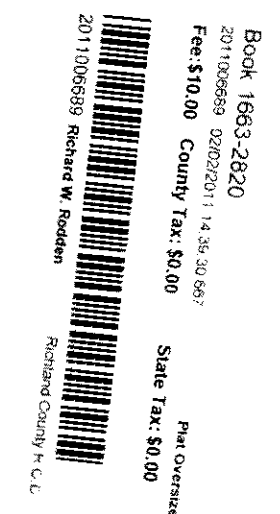


NOTES:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. NO ABSTRACT TITLE SEARCH, NOR TITLE COMMITMENT SEARCH WERE FURNISHED. THERE MAY BE OTHER RECORDED OR UNRECORDED SETBACKS, EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY THAT MAY AFFECT THIS PROPERTY THAT WERE NOT OBSERVED OR NOT SHOWN ON THIS SURVEY.
THIS SURVEY IS BASED ON REFERENCED PLATS OF RECORD AND EXISTING EVIDENCE AND CONDITIONS OBSERVED THE DATE OF THIS SURVEY.
SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.



LINE	BEARING	DISTANCE
1	S 13°28'45\"	40.26
2	S 01°24'07\"	194.36
3	S 09°46'08\"	100.10
4	S 33°08'42\"	66.59
5	S 47°40'08\"	94.94
6	S 49°17'57\"	100.62
7	S 42°36'59\"	108.13
8	S 50°16'59\"	108.29
9	S 58°27'48\"	137.72
10	N 58°27'48\"	129.50
11	N 50°16'59\"	101.34
12	N 42°36'51\"	198.00
13	N 49°06'27\"	101.85
14	N 47°31'08\"	83.68
15	N 33°08'42\"	80.02
16	N 07°25'51\"	68.88
17	N 01°24'07\"	231.47
18	S 44°31'47\"	11.08
19	N 56°11'32\"	61.20

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 11/28/11
RCF # MS11-03
Signature [Signature]



UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES

CERTIFICATE OF ACADEMIC ACHIEVEMENT
CAROLINA
UNITED DESIGN SERVICES, INC.
No. 000574

PLAT PREPARED FOR:
WOODCREEK DEVELOPMENT, LLC
&
APRIL M. MCCRARY

RICHLAND COUNTY, SOUTH CAROLINA

NO.	DATE	REVISION / DESCRIPTION	BY
1	11/25/2011	SEE NOTE NO. 5	WMB

GRID NORTH

50 0 100
SCALE: 1" = 100'

DATE: DECEMBER 15, 2010

T.M.S.# PORTION 28900-01-18

DWG.# UB-1247

SHEET 1 OF 1

NOTES:
1. PROJECT ON RICHLAND COUNTY GRID AND REFERENCED TO MONUMENTS RC 85209 AND RC 85210.
2. THIS IS A PORTION OF PROPERTY FOR WOODCREEK PROPERTIES BY DANIEL D. RIDNICK & ASSOCIATES, DATED JULY 1, 1988 AND RECORDED IN THE R.O.D. FOR RICHLAND COUNTY IN PLAT 51 PAGE 182.
3. THIS IS A PORTION OF RICHLAND COUNTY TMS 28900-01-18 WHICH HAS 109.3 ACRES ± REMAINING.
4. #4 REBARS PLACED AT ALL PARCEL CORNERS UNLESS OTHERWISE NOTED.
5. THIS PLAT HAS BEEN REVISED TO DELETE THE 33' R/W EASEMENT PARCEL, THE 20' PROPOSED LUGOFF-ELGIN WATER DISTRICT EASEMENT AND THE 10' UTILITY EASEMENT, AND TO ONLY SHOW A 30' GENERAL UTILITY EASEMENT.

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.

WILLIAM M. BRASINGTON, PROFESSIONAL LAND SURVEYOR - No. 9312



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT 2125
Apple Valley Road; TMS# 07502-01-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-060 Annexing and Incorporating 2125 Apple Valley Road, Richland County TMS# 07503-01-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.

Applicant: Marguerite W. Sanders

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0006_AppleValley2125_Council (PDF)
- 2020-060 annex-incorporate 2125 Apple Valley (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 2125 Apple Valley Road; TMS# 07502-01-03

Council District:	1
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.
Applicant:	Marguerite W. Sanders
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1 st Reading:	07/21/2020; Pending
2 nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.28 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Multi Family Medium Density (RM-MD)
Proposed City Zoning: General Residential District (RG-1)
Census Tract: 104.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing duplex is **approximately \$340 annually** based on a year's calls for service for similar type uses in the City.

Attachment: ANNEX-2020-0006_AppleValley2125_Council (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)

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 \$187.00 annually per household**.

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 Palmetto Utilities sewer service area.

Water Customer Care

The customers on the annexed 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, as it is located within a designated Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$240 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” 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 are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, 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 and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Large Lot (UER-2) in the Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single Family Detached

*Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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 St. Andrews East Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Neighborhood Residential District for the property (page 32), and the subject property is not located within a half mile radius of the proposed nodes set forth within the plan along the Broad River Road Corridor (page 61). The subject property is not located within the area of a proposed catalyst project (page 51).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) to the East, South, and West and Office and Institutional District (C-1) to the North.

The proposed City of Columbia zoning district is General Residential District (RG-1).

General Residential District (RG-1)

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 City Council annex the property, assign a future land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of General Residential District (RG-1) at the time of annexation.



Land Use Map

2125 Apple Valley Rd., TMS# 07502-01-03
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UER-2



We Are Columbia

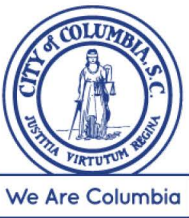
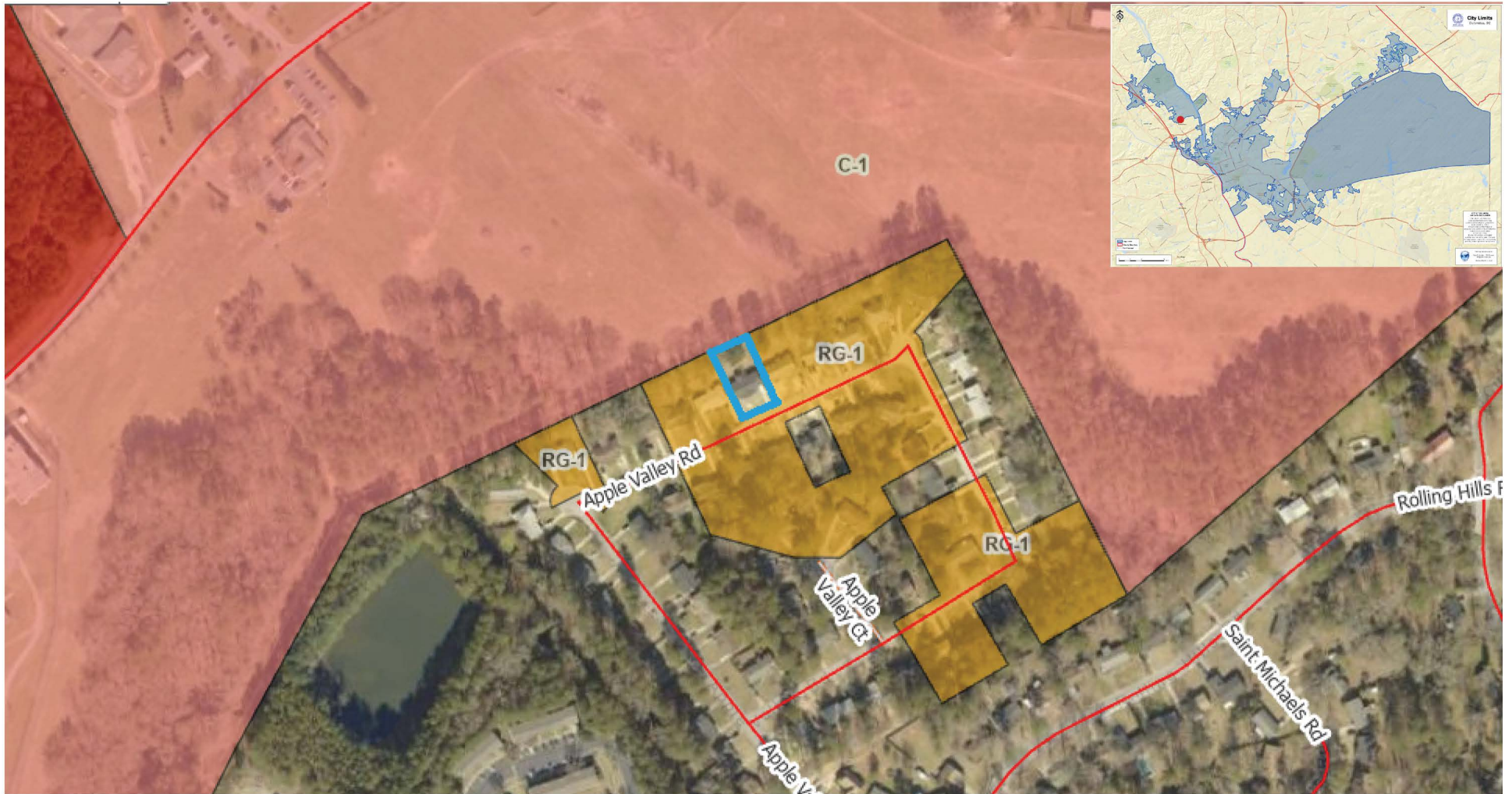


Prepared by: Shane Shaughnessy
March 24, 2020

DISCLAIMER:
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Zoning Map

2125 Apple Valley Rd., TMS# 07502-01-03
Current Rich. Co. Zoning: RM-MD, Proposed Zoning: RG-1



Prepared by: Shane Shaughnessy
March 24, 2020

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ORDINANCE NO.: 2020-060

Annexing and Incorporating 2125 Apple Valley Road, Richland County TMS# 07503-01-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Residential District (RG-1), apportioned to City Council District 1, Census Tract 104.08, contains 0.28 acres, and shall be assigned an interim land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07503-01-03

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-060

All that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.28 acres, more or less, and shown and designated as block 01, lot 03 on Richland County Tax Map 07502-01-03. Said parcel 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 14, 2020

RE: **Property Address:** 2125 Apple Valley Road
Richland County TMS#: 07502-01-03
Owner(s): Marguerite W. Sanders
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Multi Family Medium Density (RM-MD)
Proposed City Zoning: General Residential (RG-1)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 1
Census Tract: 104.08

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 1, 2020** 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

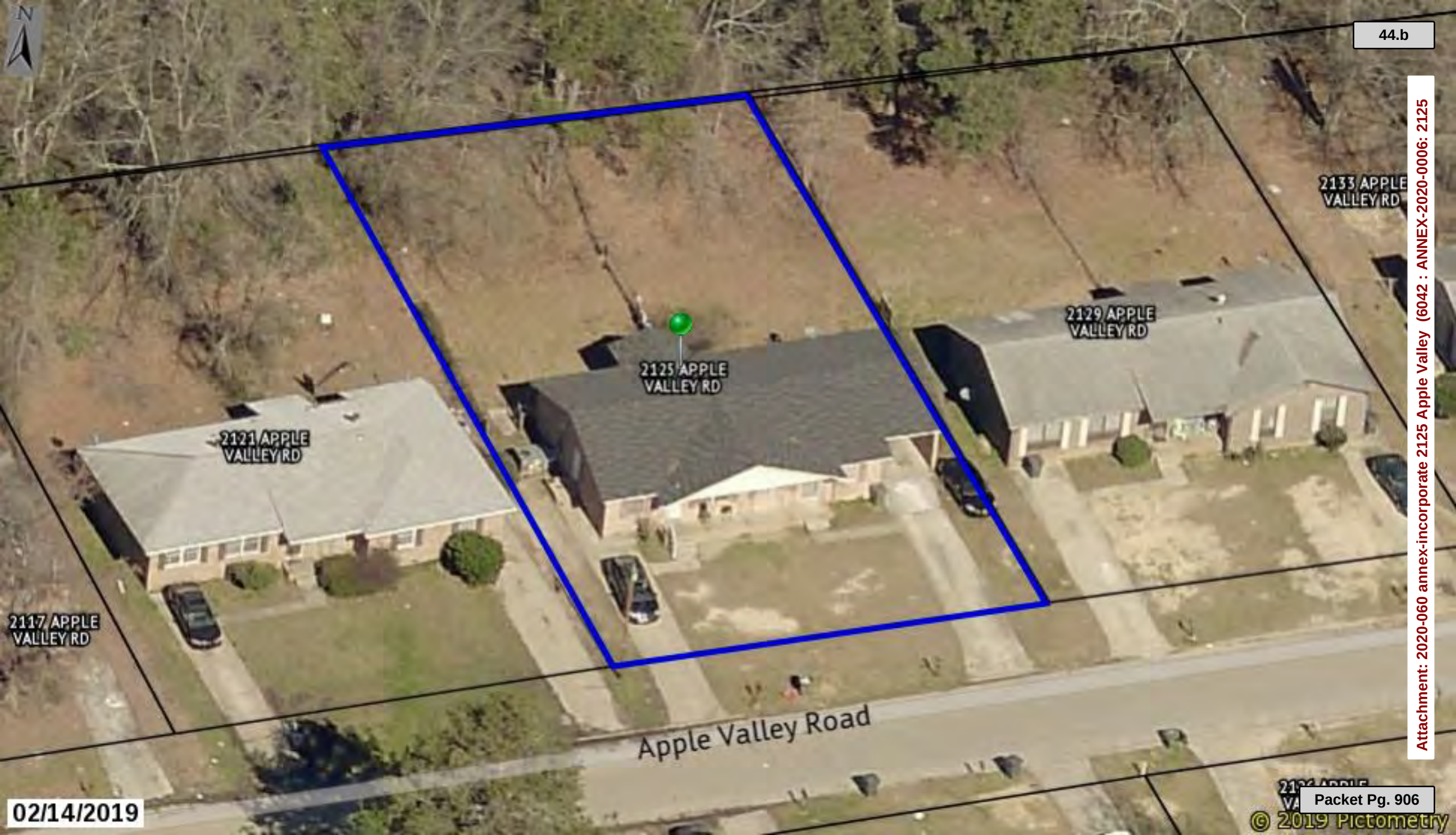
cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Teresa Knox, City Attorney
	Aubrey Jenkins, Fire Chief	William Holbrook, Police Chief
	Joseph Jacob, Director, Utility Operations	Dana Higgins, Director, Engineering
	Robert Anderson, Public Works Director	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saaed, Community Development Director
	Lakesha Shannon, Business License Administrator	George Adams, Fire Marshal
	Greg Williams, Deputy Business License Administrator	Rachel Bailey, Zoning Administrator
	Tiffany Latimer, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 60 on 6/1/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1 (Zoning classification) by -0 on 6/1/2020 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Attachment: 2020-060 annex-incorporate 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)



2125 APPLE VALLEY RD

2129 APPLE VALLEY RD

2133 APPLE VALLEY RD

2121 APPLE VALLEY RD

2117 APPLE VALLEY RD

Apple Valley Road

Attachment: 2020-060 annex-incorporate 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125

Land Use Map

2125 Apple Valley Rd., TMS# 07502-01-03
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UER-2

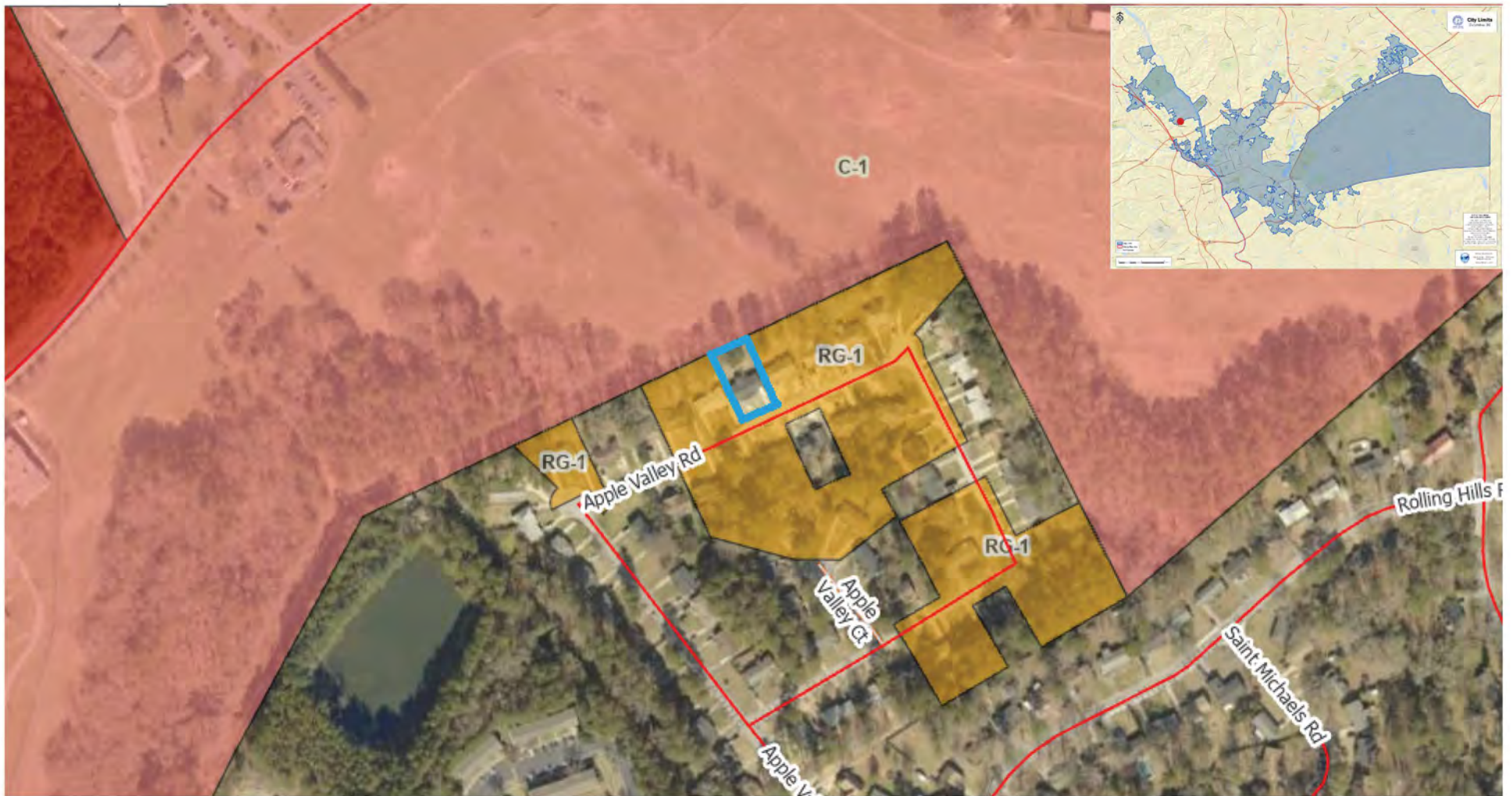


Prepared by: Shane Shaughnessy
March 24, 2020

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Zoning Map

2125 Apple Valley Rd., TMS# 07502-01-03
Current Rich. Co. Zoning: RM-MD, Proposed Zoning: RG-1



Prepared by: Shane Shaughnessy
March 24, 2020

DISCLAIMER:
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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

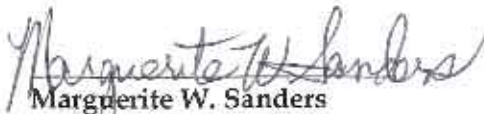
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.28 acres, more or less, and shown and designated as block 01, lot 03 on Richland County Tax Map 07502-01-03. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 07502-01-03

Property Addresses: 2125 Apple Valley Road

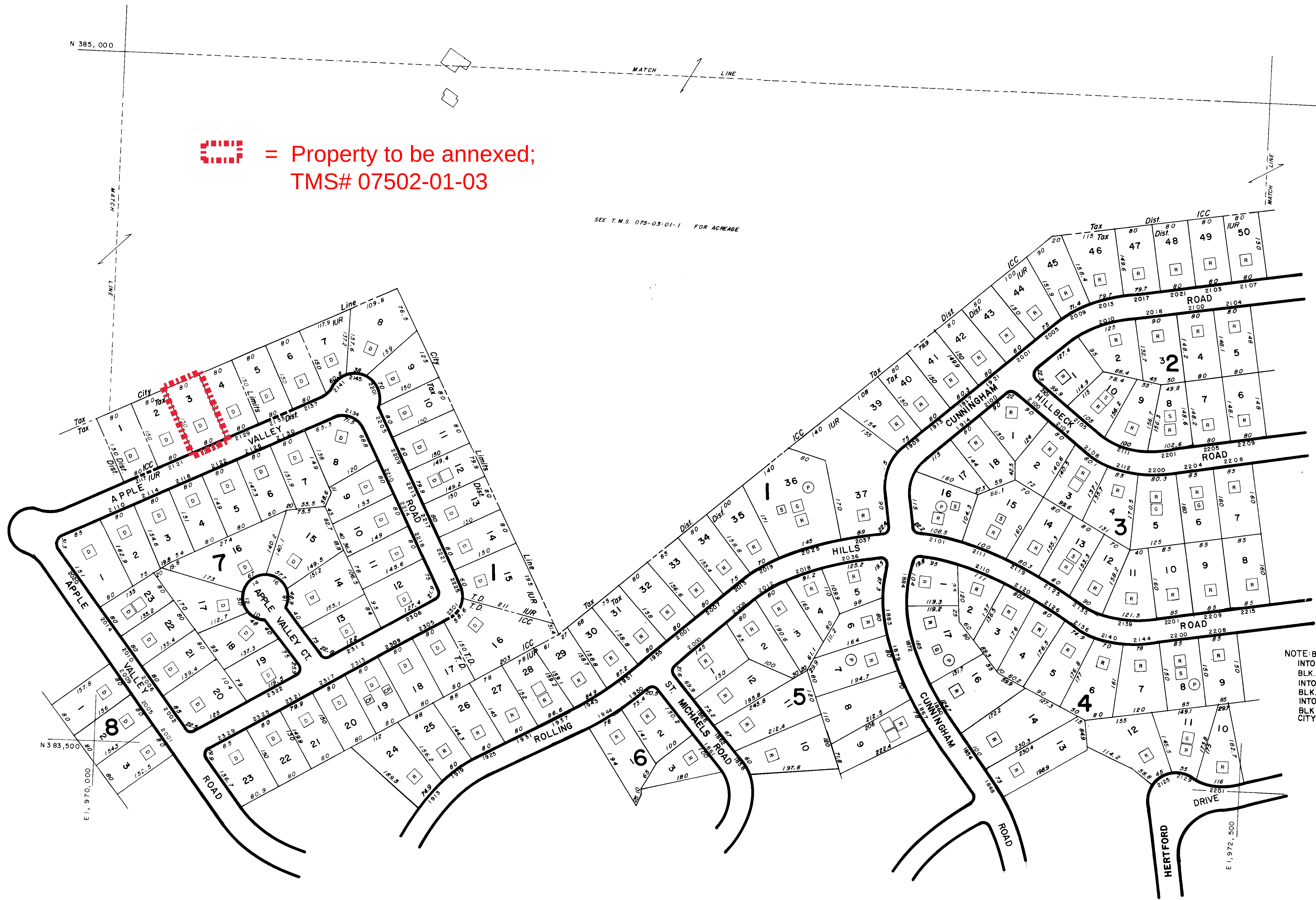
BY:

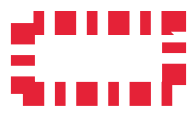

 Marguerite W. Sanders

Date:

3-19-20

Attachment: 2020-060 annex-incorporate 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)



 = Property to be annexed;
TMS# 07502-01-03

SEE T.M.S. 075-03-01-1 FOR ACREAGE

NOTE: BLK. 1 LOT 5 ANNEXED
INTO CITY 12-20-00.
BLK. 1 LOT 1 ANNEXED
INTO CITY 7-11-01.
BLK. 1 LOT 16 ANNEXED
INTO CITY 4-4-01.
BLK. 1 LOT 6 ANNEXED INTO
CITY 5-11-05

Prepared by
KUCERA ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/85	12/05
12/86	12/06
12/87	
12/88	12/01
	12/02
	12/03

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER

LEGEND	
	DENOTES BUILDING USE R - RESIDENTIAL C - COMMERCIAL ETC...
(B) (C)	DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO
LOT NO
LOT MEASUREMENT
ACREAGE
ADDRESS

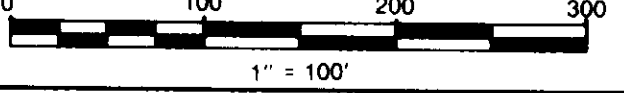
50
50
150.5
6.55 AC
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA



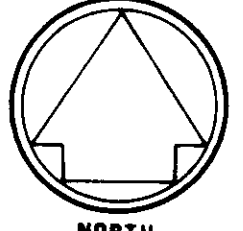
THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY		
061-15	075-03	075-07
061-14	075-02	075-06
061-13	075-01	075-05



0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS
OF BUILDINGS MAY NOT
BE DRAWN TO SCALE



NORTH

PROPERTY MAP
SHEET NO. **07502**
SCHOOL DISTRICT
ICC, IUR



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT 4521
Broad River Road; TMS# 06205-02-11

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-061 Annexing and incorporating 4521 Broad River Road, Richland County TMS #06205-02-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Light Industrial District (M-1). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Chloe F. Bailey / Pro Tow of Columbia, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0007_BroadRiver4521_Council (PDF)
- 2020-061 annex-incorporate 4521 Broad River (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 4521 Broad River Road; TMS# 06205-02-11

Council District:	1
Proposal:	Request to annex, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Light Industrial District (M-1). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
Applicant:	Chloe F. Bailey / Pro Tow of Columbia, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1 st Reading:	07/21/2020; Pending
2 nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.99 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Long Range
Current County Land Use Classification: Mixed Use Corridor
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Light Industrial District (M-1)
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

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed tow service is **approximately \$1,700 annually** based on last year's calls for service for similar type uses in the City.

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

There should be no cost associated with this annexation as solid waste service is generally not provided for this business type.

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 Alpine Utilities sewer service area.

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, a proposed tow service located within a Long Range area as designated in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$2,100 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Long Range 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.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Community Activity Corridor (AC-2) in the Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor 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 to five mile drive and typically consist of a variety of commercial and service uses.

Primary Types

- Small and Medium Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types

- Multi-family Small and Medium

Tertiary Types

- Civic/Institutional
- Large Format Business/Employment (excl. Flex)
- Single-family Attached
- 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 of Transition Mixed-Use District for the property (page 32), and the subject property is located within a quarter mile “5 minute walking” radius of the proposed C3-C4 Piney Grove node set forth within the plan along the Broad River Road Corridor (page 61). “C3 Sub-urban consists of low density residential areas, adjacent to higher zones with some mixed use. Blocks may be large and the roads irregular to accommodate natural conditions. C4 Urban Center Zone consists of higher density mixed use buildings that accommodate retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks” (page 61). The subject property is not located within the area of a proposed catalyst project (page 49).

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) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RM-HD to the North and West and GC and OI to the South.

The proposed City of Columbia zoning district is Light Industrial District (M-1).

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.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign a future land use classification of Community Activity Corridor (AC-2), and assign zoning of Light Industrial District (M-1) at the time of annexation.



Land Use Map

4521 Broad River Rd., TMS# 06205-02-11
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: AC-2



We Are Columbia



Prepared by: Shane Shaughnessy
April 7, 2020

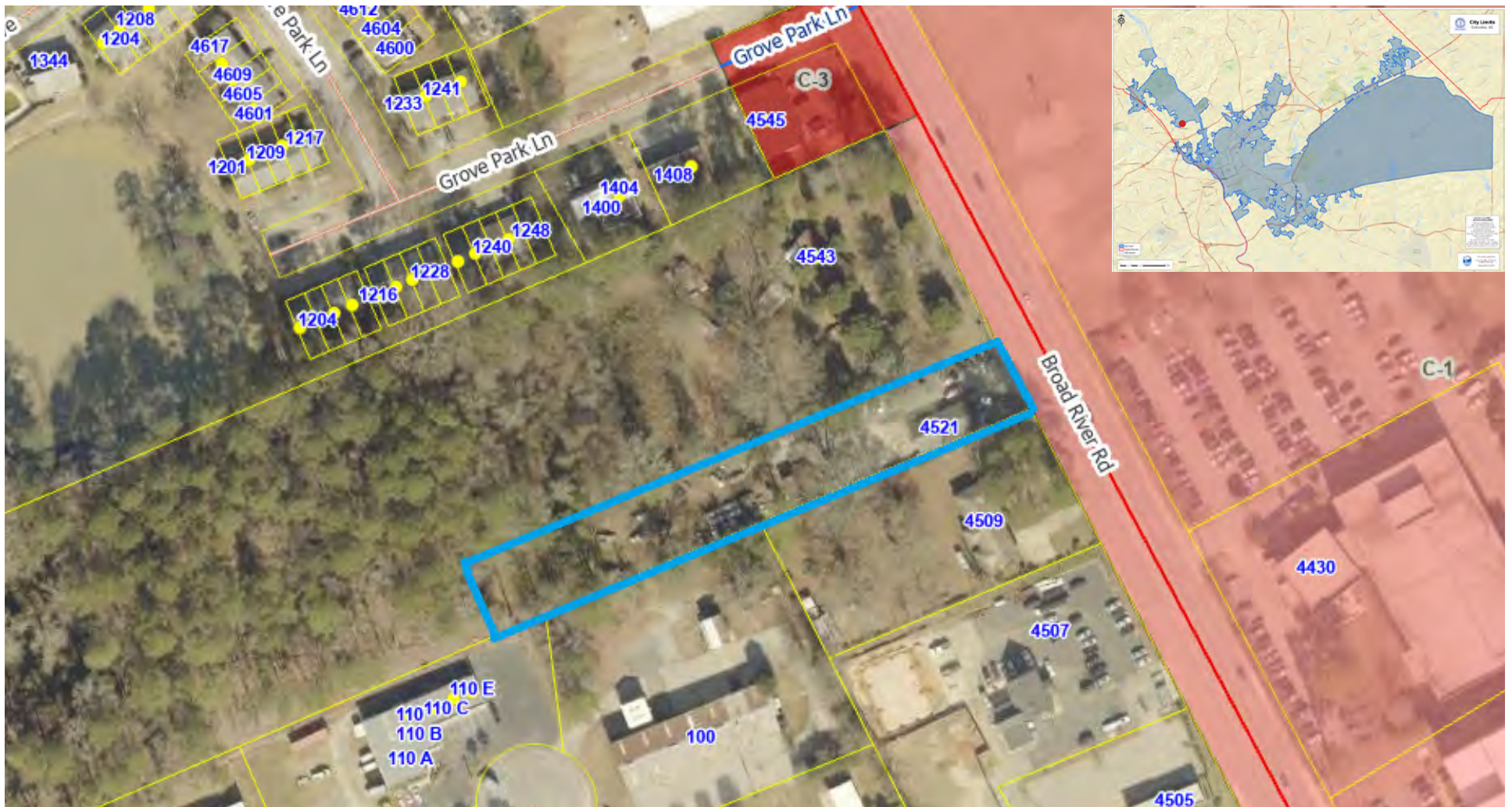
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Zoning Map

4521 Broad River Rd., TMS# 06205-02-11

Current Rich. Co. Zoning: GC, Proposed Zoning: M-1



We Are Columbia



Prepared by: Shane Shaughnessy
April 7, 2020

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ORDINANCE NO.: 2020-061

Annexing and Incorporating 4521 Broad River Road, Richland County TMS# 06205-02-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 1, Census Tract 103.04, contains 1 acre, and shall be assigned an interim land use classification of Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 06205-02-11

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:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-061

All that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 1 acre, more or less, and shown and designated as block 02, lot 11 on Richland County Tax Map 06205. Said parcel 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 2, 2020
 RE: **Property Address:** 4521 Broad River Road
Richland County TMS#: 06205-02-11
Owner(s): Chloe F. Bailey / Pro Tow of Columbia, LLC
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Services; Long Range
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 **June 1, 2020** 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.

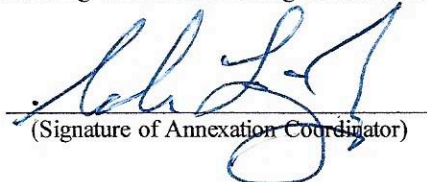
/atl
 Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 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
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).
 Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-061 annex-incorporate 4521 Broad River (6022 : ANNEX-2020-0007: 4521 Broad River Road; TMS# 06205-02-11)



Land Use Map

4521 Broad River Rd., TMS# 06205-02-11
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: AC-2



We Are Columbia



Prepared by: Shane Shaughnessy
April 7, 2020

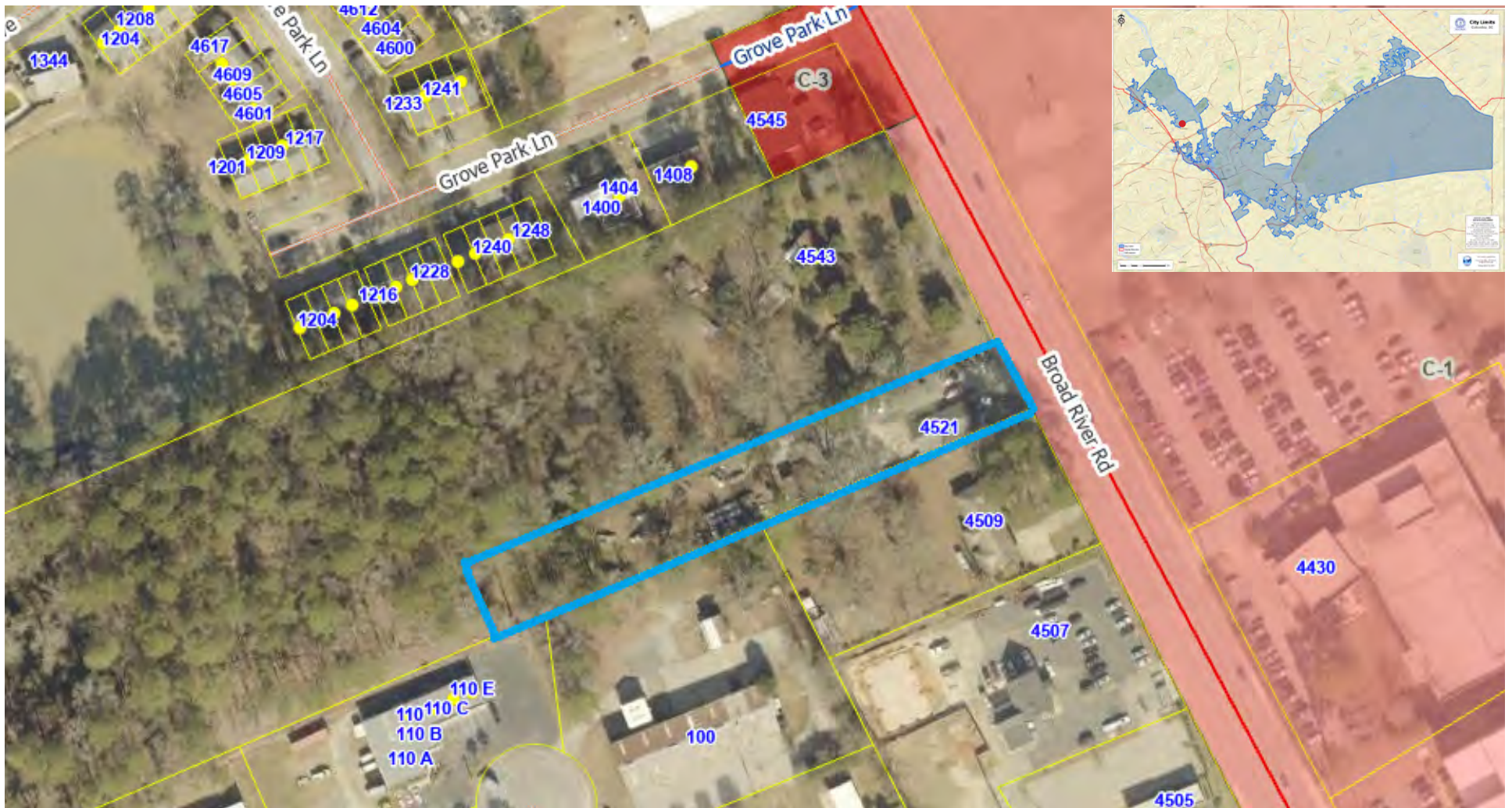
DISCLAIMER:

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Zoning Map

4521 Broad River Rd., TMS# 06205-02-11

Current Rich. Co. Zoning: GC, Proposed Zoning: M-1



We Are Columbia



Prepared by: Shane Shaughnessy
April 7, 2020

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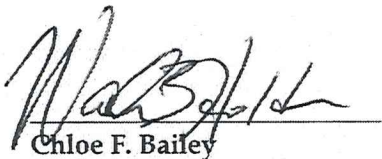
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 1 acre, more or less, and shown and designated as block 02, lot 11 on Richland County Tax Map 06205. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 06205-02-11
 Property Addresses: 4521 Broad River Road

Seller:


 Chloe F. Bailey

P.O.A. for Chloe F. Bailey

Date: 03/30/2020

Buyer:

Pro Tow of Columbia, LLC

BY:

Allen Monts
 (Print Name)

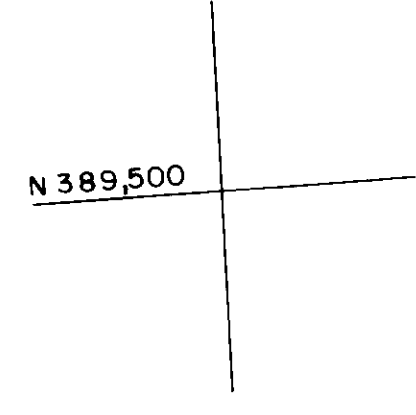
(Signature)

Date:

3-30-2020

ITS:

President / owner

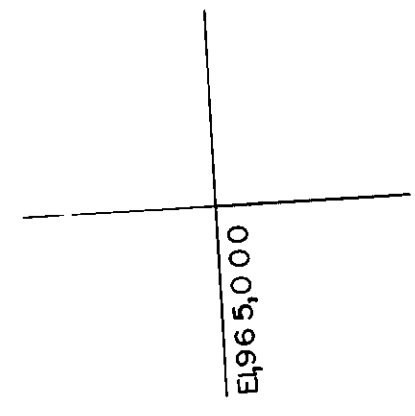
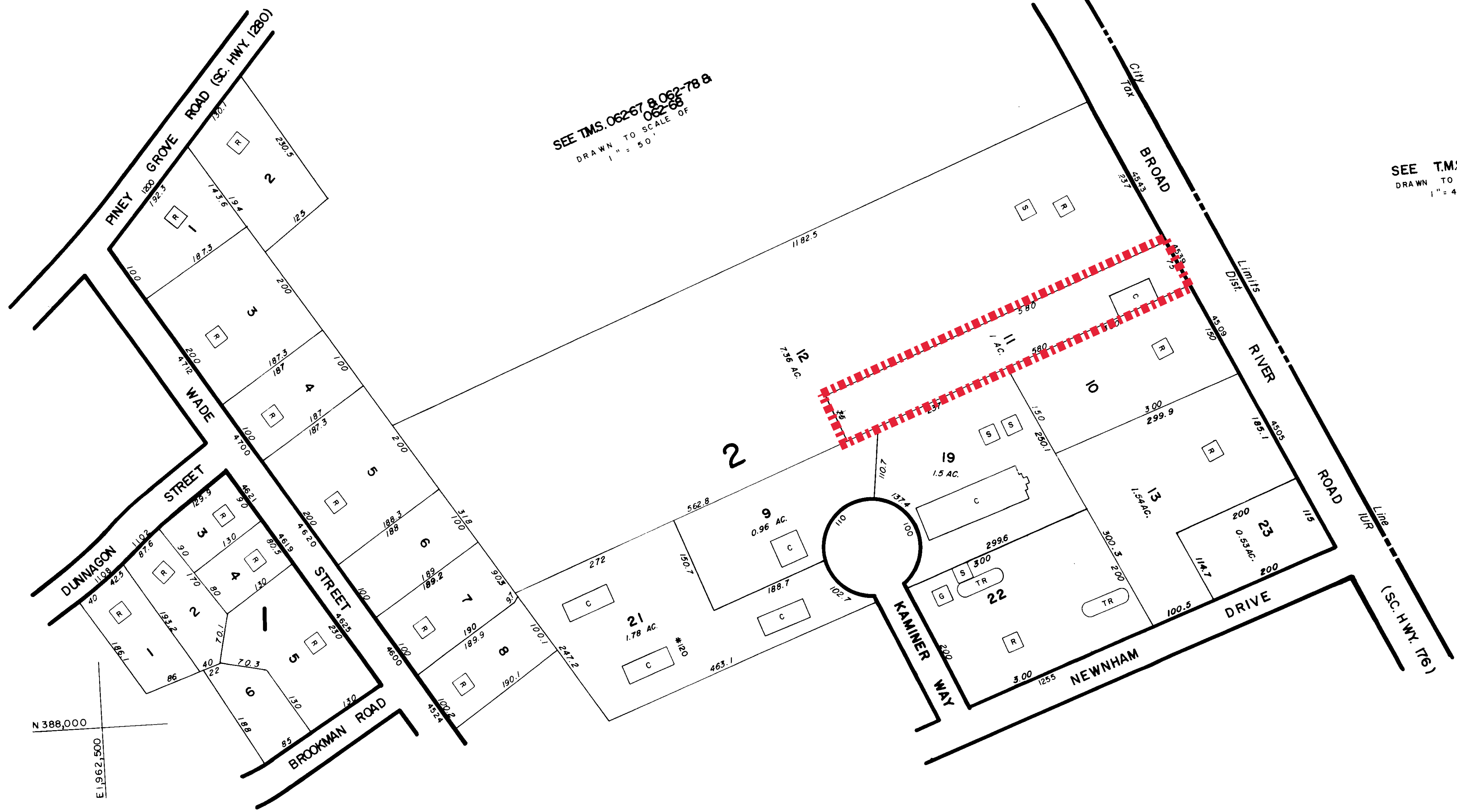


 = Property to be annexed;
TMS# 06205-02-11

SEE T.M.S. 062
DRAWN TO SCALE OF
1" = 400'

SEE T.M.S. 062-67 & 062-78 &
062-85
DRAWN TO SCALE OF
1" = 50'

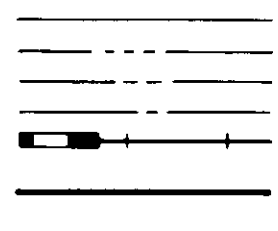
SEE T.M.S. 062
DRAWN TO SCALE OF
1" = 400'



Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12 / 83	12 / 04
12 / 85	12 / 05
12 / 86	12 / 06
12 / 87	
12 / 88	12 / 02
	12 / 03

PROPERTY LINE
RIGHT-OF-WAY
CITY LIMITS
SCHOOL DIST.
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER



LEGEND
 DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.
 DENOTES SEPARATE OWNER
FROM BUILDING

BLOCK NO.
LOT NO.
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150.5
6.55 AC
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

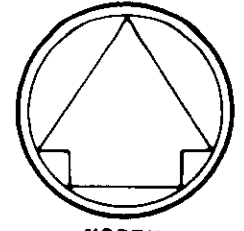


THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY		
062-02	062-06	062
062-01	062-05	062-09
061-04	061-08	061-12

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS
OF BUILDINGS MAY NOT
BE DRAWN TO SCALE


NORTH

PROPERTY MAP
SHEET NO
06205
SCHOOL DISTRICT
IUR

Packet Pg. 925



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT 120
Metal Park Drive; TMS# 16200-04-12

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-062 Annexing and incorporating 120 Metal Park Drive, Richland County TMS #16200-04-12 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

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

Applicant: Metal Park Investors, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0008_MetalPark120_Council (PDF)
- 2020-062 annex-incorporate 120 Metal Park (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 120 Metal Park Drive; TMS# 16200-04-12

Council District:	3
Proposal:	Request to annex, assign land use classification of Industrial (IND) and assign zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned M-1 by Richland County.
Applicant:	Metal Park Investors, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1 st Reading:	07/21/2020; Pending
2 nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 6.00 acres
Current Use: Vacant
Proposed Use: Industrial
Reason for Annexation: Municipal Services
Urban Service Area: Secondary
Current County Land Use Classification: Economic Development Corridor
Proposed City Land Use Classification: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial District (M-1)
Census Tract: 117.02

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 this property is **approximately \$1,700 annually** based on last year's calls for service for similar type uses in the City.

Attachment: ANNEX-2020-0008_MetalPark120_Council (6020 : ANNEX-2020-0008: 120 Metal Park Drive; TMS# 16200-04-12)

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

There should be no cost associated with this annexation as solid waste service is generally not provided for this business type.

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 proposed development would result in new customers. The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, as it is located within a designated Secondary Area in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$10,700 per year**, based on the current tax rate and value estimates of similar properties.

* Estimated City Tax Revenue is based on **2019 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel 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 for the subject property is Industrial (IND) in the Future Land Use Map. The property is currently assigned a future land use of Economic Development Corridor by Richland County.

The City’s industrial districts are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic, and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types

- Small to Extra Large Format Flex

Secondary Types

- Parking Structures & Lots
- Power Utilities
- Water & Wastewater Treatment

Tertiary Types

- Small to Large Commercial (Entertainment, Retail/Services)
- Medium to Large Business/Employment

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the West. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the North, East, and South.

The proposed City of Columbia zoning district is Light Industrial District (M-1)

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.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign a future land use classification of Industrial (IND), and assign zoning of Light Industrial District (M-1) at the time of annexation.



Land Use Map

120 Metal Park Drive, TMS# 16200-04-12;
Current Rich. Co. FLU: Economic Development Center; Proposed FLU: IND



Prepared by: Shane Shaughnessy
April 20, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAD-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Reserve Lands

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Zoning Map

120 Metal Park Dr., TMS# 16200-04-12;
Current Rich. Co. Zoning: M-1, Proposed Zoning: M-1



Prepared by: Shane Shaughnessy
April 20, 2020

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ORDINANCE NO.: 2020-062

Annexing and Incorporating 120 Metal Park Drive, Richland County TMS# 16200-04-12 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 3, Census Tract 117.02, contains 6.00 acres, and shall be assigned an interim land use classification of Industrial (IND).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16200-04-12

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney
Introduced:
Final Reading:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-062

All that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, shown as 4.88 acres and 1.12 acres on a Plat prepared for Metal Park Investors, LLC, by Baxter Land Surveying Co., Inc., dated September 27, 1018, (the "Plat") and recorded in the office of the Richland County ROD in Book 2341, page 3080, the Plat being incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: April 21, 2020
 RE: **Property Address:** 120 Metal Park Drive
Richland County TMS#: 16200-04-12
Owner(s): Metal Park Investors, LLC
Current Use: Vacant
Proposed Use: Industrial
Current County Land Use: Economic Development Center
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Services; Secondary
City Council District: 3
Census Tract: 117.02

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 1, 2020** 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
 Aubrey Jenkins, Fire Chief
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 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
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: IND (Land Use classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-062 annex-incorporate 120 Metal Park (6020 : ANNEX-2020-0008: 120 Metal Park Drive; TMS# 16200-04-12)



Land Use Map

120 Metal Park Drive, TMS# 16200-04-12;
Current Rich. Co. FLU: Economic Development Center; Proposed FLU: IND



Prepared by: Shane Shaughnessy
April 20, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAD-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Recreative Lands

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Zoning Map

120 Metal Park Dr., TMS# 16200-04-12;
Current Rich. Co. Zoning: M-1, Proposed Zoning: M-1



Prepared by: Shane Shaughnessy
April 20, 2020

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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, 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 shown as 4.88 acres and 1.12 acres on a Plat prepared for Metal Park Investors, LLC, by Baxter Land Surveying Co., Inc., dated September 27, 2018, (the "Plat") and recorded in the office of the Richland County ROD in Book 2341, page 3080, the Plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 16200-04-12

Property Address: 120 Metal Park Drive

Metal Park Investors, LLC

BY:


 (Signature)

Date:

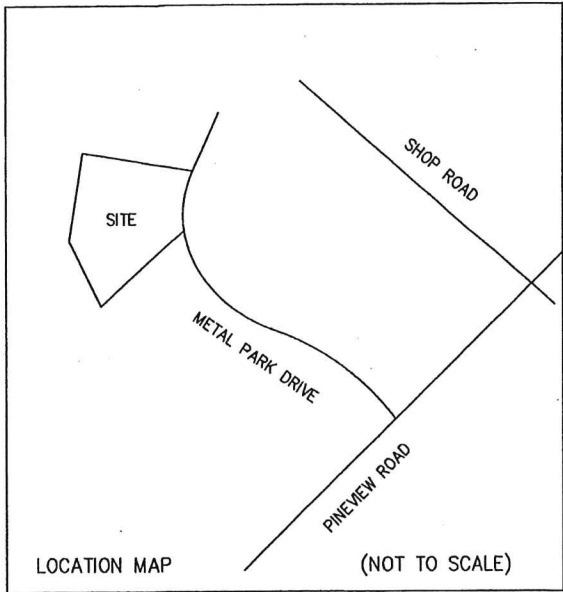
3/30/20

HARRIS CONN
 (Print or Type Name)

ITS:

MANAGING MEMBER
 (Print or Type Title)

Margaret R. Stackley
March 30, 2020 *Notary for Lexington, SC*



SHOP GROVE WAREHOUSES LLC
TMS 16202-03-03

EMS AUTO SERVICES LLC
TMS 16200-04-013



SEPTEMBER 27, 2018

BAXTER LAND SURVEYING CO., INC.
2204 Devine Street Columbia, SC 29205 (803)-252-8564
BAXLAND@AOL.COM

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.



LINE TABLE

Id	Radius	Arc Length	Chord	Chord Bearing
C1	103.30	71.98'	70.53'	S 06°27'59" E

TOTAL AREA: 6.00 ACRES

FRANCES S. SMOAK
TMS 16200-04-04
REMAINING ACREAGE: 5.61 ACRES

1.12 ACRES
TMS 16200-04-04 (P)

4.88 ACRES
TMS 16200-04-12

Book 2341-3080
2018072154 100502018 15 30 38 313
Fee: \$10.00 County Tax: \$0.00 Plot Overlaid
State Tax: \$0.00
2018072154 John E. Hopkins & Richland County R.O.D.

CAMP110 LLC
TMS 16200-04-011

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING
Date: 10/2/18
RCF #: AD18-112
Signature: [Signature]

PLAT PREPARED FOR
METAL PARK INVESTORS, LLC

RICHLAND COUNTY, NEAR COLUMBIA, SC

REFERENCE: PLAT OF PROPERTY SURVEYED FOR CURTIS P. SMOAK, JR., BY E.F. OWENS, DATED DECEMBER 6, 1975, AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 44, PAGE 976.

THE INTENTION OF THIS PLAT IS FOR EXISTING TMS 16200-04-12 AND A PORTION OF TMS 16200-04-04 TO BE COMBINED INTO ONE TAX MAP PARCEL AFTER RECORDATION OF THIS PLAT AND PROPERTY IS DEEDED.

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.



[Signature]
ROSSER W. BAXTER, JR. SCRLS NO. 7613

Attachment: 2020-062 annex-incorporate 120 Metal Park (6020 : ANNEX-2020-0008: 120 Metal Park Drive; TMS# 16200-04-12)



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT 810
Sparkleberry Lane; TMS# 25705-11-09

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-063 Annexing and incorporating 810 Sparkleberry Lane, Richland County TMS #25705-11-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Neighborhood (Medium Density)/Mixed Use Corridor and zoned GC by Richland County

Applicant: Prime Storage Sparkleberry, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0009_Sparkleberry810_Council (PDF)
- 2020-063 annex-incorporate 810 Sparkleberry (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 810 Sparkleberry Lane; TMS# 25705-11-09

Council District:	4
Proposal:	Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Neighborhood (Medium Density)/Mixed Use Corridor and zoned GC by Richland County.
Applicant:	Prime Storage Sparkleberry, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1 st Reading:	07/21/2020; Pending
2 nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 3.45 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Neighborhood (Medium Density)/Mixed Use Corridor
Proposed City Land Use Classification: Regional Activity Center (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (C-3)
Census Tract: 114.13

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 this existing miniwarehouse is **approximately \$1,100 annually** based on last year's calls for service for similar type uses in the City.

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

There should be **no cost** associated with this annexation as solid waste service is generally not provided for this business type.

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 Palmetto Utilities sewer service area.

Water Customer Care

Any customers located upon the annexed property would pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, as it is located within a designated Primary Area in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$15,600 per year**, based on the current tax rate and value estimates.

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel 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 available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in the Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density)/Mixed Use Corridor by Richland County.

Regional Activity Corridors are linear extensions of a Regional Activity Center. They contain nearly identical building types and uses to a Regional 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 arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)
- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types

- Small to Large Flex

- Civic/Institutional
- Multi-family Small to High-rise
- 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 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 GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the East and South. Surrounding parcels in unincorporated Richland County are currently zoned RM-HD to the West and RS-LD to the North.

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 City Council annex the property, assign a future land use classification of Regional Activity Corridor (AC-3), and assign zoning of General Commercial District (C-3) at the time of annexation.



Land Use Map

810 Sparkleberry Ln., TMS# 25705-11-09;
Current Rich. Co. FLU: Neighborhood (Medium Density) / Mixed Use Corridor;
Proposed FLU: AC-3



Prepared by: Shane Shaughnessy
April 20, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAD-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Recreational Lands

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Zoning Map

810 Sparkleberry Ln., TMS# 25705-11-09;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3



We Are Columbia



Prepared by: Shane Shaughnessy
April 20, 2020

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ORDINANCE NO.: 2020-063

Annexing and Incorporating 810 Sparkleberry Lane, Richland County TMS# 25705-11-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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 the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 4, Census Tract 114.13, contains 3.45 acres, and shall be assigned an interim land use classification of Regional Activity Corridor (AC-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25705-11-09

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-063

All that certain piece, parcel or tract of land, located near the City of Columbia, County of Richland, State of South Carolina, containing 3.45 acres (150175 square feet), and being shown on ALTA/ACSM land title survey prepared for Prime Storage Sparkleberry, LLC, by Baxter Land Surveying Company, Inc., dated February 11, 2016, and recorded February 29, 2016 in Record Book 2091 at Page 3640 and having the following courses and boundaries:

Beginning at the point of commencement (POC), located in the center line of the intersection of Sparkleberry Lane and Mallet Hill Road and running South 01 degrees 00 minutes 46 seconds East a distance of 136.00 feet to a No. 4 rebar (O), the Point of Beginning (POB), and running South 12 degrees 53 minutes 14 seconds East a distance of 284.71 feet, thence running South 81 degrees 48 minutes 35 seconds West a distance of 247.58 feet, thence running South 83 degrees 04 minutes 37 seconds West a distance of 218.86 feet, thence running 06 degrees 45 minutes 08 seconds West a distance of 64.04 feet, thence running North 06 degrees 44 minutes 01 seconds West a distance of 114.96 feet, thence running North 06 degrees 45 minutes 41 seconds West a distance of 199.35 feet, thence running North 81 degrees 52 minutes 25 seconds East a distance of 223.90 feet, thence running South 12 degrees 56 minutes 28 seconds East a distance of 100.25 feet, thence running North 81 degrees 34 minutes 23 seconds East a distance of 201.36 feet to the POB.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: April 21, 2020
 RE: **Property Address:** 810 Sparkleberry Lane
Richland County TMS#: 25705-11-09
Owner(s): Prime Storage Sparkleberry, LLC
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density) / Mixed Use Corridor
Proposed City Land Use: Regional Activity Corridor (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary
City Council District: 4
Census Tract: 114.13

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 1, 2020** 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

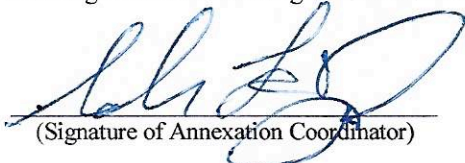
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 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
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-3 (Land Use classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 6-0
 on 6/1/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-063 annex-incorporate 810 Sparkleberry (6021 : ANNEX-2020-0009: 810 Sparkleberry Lane; TMS# 25705-11-09)



Land Use Map



Prepared by: Shane Shaughnessy
April 20, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
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UCMF - Urban Core Multi family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	TR - Transitional/Sensitive Lands

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Zoning Map

810 Sparkleberry Ln., TMS# 25705-11-09;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3



We Are Columbia



Prepared by: Shane Shaughnessy
April 20, 2020

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, located near the City of Columbia, County of Richland, State of South Carolina, containing 3.45 acres (150175 square feet), and being shown on ALTA/ACSM land title survey prepared for Prime Storage Sparkleberry, LLC, by Baxter Land Surveying Company, Inc., dated February 11, 2016, and recorded February 29, 2016 in Record Book 2091 at Page 3640 and having the following courses and boundaries:

Beginning at the point of commencement (POC), located in the center line of the intersection of Sparkleberry Lane and Mallet Hill Road and running South 01 degrees 00 minutes 46 seconds East a distance of 136.00 feet to a No. 4 rebar (O), the Point of Beginning (POB), and running South 12 degrees 53 minutes 14 seconds East a distance of 284.71 feet, thence running South 81 degrees 48 minutes 35 seconds West a distance of 247.58 feet, thence running South 83 degrees 04 minutes 37 seconds West a distance of 218.86 feet, thence running 06 degrees 45 minutes 08 seconds West a distance of 64.04 feet, thence running North 06 degrees 44 minutes 01 seconds West a distance of 114.96 feet, thence running North 06 degrees 45 minutes 41 seconds West a distance of 199.35 feet, thence running North 81 degrees 52 minutes 25 seconds East a distance of 223.90 feet, thence running South 12 degrees 56 minutes 28 seconds East a distance of 100.25 feet, thence running North 81 degrees 34 minutes 23 seconds East a distance of 201.36 feet to the POB.

Richland County TMS: 25705-11-09

Property Addresses: 810 Sparkleberry Lane

Prime Storage Sparkleberry, LLC

BY: _____

ROBERT MOSER
 (Print or Type Name)

Date: 3-6-2020

ITS: President/CEO

Attachment: 2020-063 annex-incorporate 810 Sparkleberry (6021 : ANNEX-2020-0009: 810 Sparkleberry Lane; TMS# 25705-11-09)

UNDERLYING UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.

RECORD LEGAL:

TRACT A:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, TOGETHER WITH ANY LOCATED IMPROVEMENTS THEREON, SITUATE, LYING AND BEING NEAR THE CITY OF COLUMBIA IN THE COUNTY OF RICHLAND IN THE STATE OF SOUTH CAROLINA, BEING 21/100TH AND DELINEATED AS 3.45 ACRES ON A PLAT ENTITLED BOUNDARY SURVEY OF 810 SPARKLEBERRY LANE, PREPARED FOR CHASE PROPERTIES BY CIVIL ENGINEERING OF COLUMBIA, DATED FEBRUARY 1, 2005, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA, IN RECORD BOOK 1029 AT PAGE 88, SAID PARCEL HAVING THE BOUNDARIES AND MEASUREMENTS AS SHOWN ON THE ABOVE REFERENCED PLAT; REFERENCE BEING CRAVED THEREOF AS OFTEN AS IS NECESSARY FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION OF THE PROPERTY.

POC
SPARKLEBERRY LANE AND MALLETT HILL ROAD
C/A INTERSECTION

LOT PARAMETERS:

PROPERTY ADDRESS: 810 SPARKLEBERRY LANE
CURRENT TAX MAP: 25705-11-09
3.45 ACRES / 150175 SQ. FT.

LAND DESCRIPTION

ALL THAT PARCEL OF LAND LOCATED NEAR THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 3.45 ACRES (150175 SQUARE FEET), AND BEING 1/10TH ON ALTA/ACSM LAND TITLE SURVEY PREPARED FOR PRIME STORAGE SPARKLEBERRY, LLC, BY BAXTER LAND SURVEYING COMPANY, INC., DATED FEBRUARY 11, 2016, AND HAVING THE FOLLOWING COURSES AND BOUNDARIES:

BEGINNING AT THE POINT OF COMMENCEMENT (POC), LOCATED IN THE CENTER LINE OF THE INTERSECTION OF SPARKLEBERRY LANE AND MALLETT HILL ROAD AND RUNNING SOUTH 01 DEGREES 00 MINUTES 45 SECONDS EAST A DISTANCE OF 120.00 FEET TO A NO. 4 REBAR (R), THE POINT OF BEGINNING (POB), AND RUNNING SOUTH 12 DEGREES 52 MINUTES 14 SECONDS EAST A DISTANCE OF 284.71 FEET, THENCE RUNNING SOUTH 81 DEGREES 48 MINUTES 36 SECONDS WEST A DISTANCE OF 247.58 FEET, THENCE RUNNING SOUTH 83 DEGREES 04 MINUTES 37 SECONDS WEST A DISTANCE OF 218.08 FEET, THENCE RUNNING NORTH 06 DEGREES 45 MINUTES 08 SECONDS WEST A DISTANCE OF 64.04 FEET, THENCE RUNNING NORTH 06 DEGREES 44 MINUTES 01 SECONDS WEST A DISTANCE OF 114.06 FEET, THENCE RUNNING NORTH 06 DEGREES 45 MINUTES 41 SECONDS WEST A DISTANCE OF 190.35 FEET, THENCE RUNNING NORTH 81 DEGREES 52 MINUTES 26 SECONDS EAST A DISTANCE OF 223.30 FEET, THENCE RUNNING SOUTH 12 DEGREES 56 MINUTES 26 SECONDS EAST A DISTANCE OF 100.25 FEET, THENCE RUNNING NORTH 81 DEGREES 34 MINUTES 23 SECONDS EAST A DISTANCE OF 201.35 FEET TO THE POB.

THIS BEING THE SAME PROPERTY CONVEYED TO GRANTEE BY DEED OF TOTAL STORAGE SOLUTIONS, LLC, DATED FEBRUARY 28, 2005 AND RECORDED MARCH 2, 2005 IN RECORD BOOK 1029, PAGE 89.

REQUIRED SURVEY NOTES:

- THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF SOUTH CAROLINA.
- THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 31451-0004 WITH AN EFFECTIVE DATE OF JANUARY 12, 2016 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.
- ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF UNSHADED ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 45079C0280K, DATED 9/29/2010, STATE OF SOUTH CAROLINA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS SITUATED.
- THERE ARE ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY ONLY AS IDENTIFIED AS "A/C", AND "O" - "ATE METAL FENCE 1.3' OUTSIDE PROPERTY" LOCATED ON THE SOUTHEASTERN MOST CORNER OF THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES EXCEPT FOR AN ELECTRICAL TRANSFORMER LOCATED ON THE NORTHWESTERN MOST CORNER OF THE PROPERTY.
- THE PROPERTY HAS DIRECT ACCESS TO SPARKLEBERRY LANE, A DEDICATED PUBLIC STREET OR HIGHWAY.
- THERE ARE 15 REGULAR, STRIPED PARKING SPACES. THERE IS 1 HANDICAPPED, STRIPED SPACE. THE BALANCE OF REQUIRED PARKING SPACES IS MET BY PERMISSIBLY UTILIZING THE TRAVEL LANES BETWEEN THE BUILDINGS.
- THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE PROPERTY.
- TO MY KNOWLEDGE, THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AFFECTING THE PROPERTY.
- THERE WAS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES OR BURIAL GROUNDS ON SITE.

SCHEDULE B EXCEPTIONS - CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 31451-0004, EFFECTIVE DATE JANUARY 12, 2016

ITEMS 1 THRU 7, 20 & 21	NOT MATTERS OF SURVEY
8 DECLARATION OF COVENANT, DEED BOOK D1335, PAGE 887 UNPLOTTABLE	AFFECTS PROPERTY
9 RESTRICTIONS, COLUMBIA NORTHEAST PROPERTY DEVELOPERS, DEED BOOK D1307, PAGE 400 SHOWN AS TO EXTENT POSSIBLE	AFFECTS PROPERTY
10 RESTRICTIONS, SAPPHIRE LAKES, INC. DEED BOOK D1307, PAGE 402 SHOWN AS TO EXTENT POSSIBLE	AFFECTS PROPERTY
13 EASEMENT, PALMETTO STATE CONSTRUCTION DEED BOOK D798, PAGE 435 SHOWN AND PLOTTED	AFFECTS PROPERTY
16 EASEMENT, STORAGE R US DEED BOOK D1329, PAGE 519 SHOWN AND PLOTTED	AFFECTS PROPERTY
17 EASEMENTS, STORAGE R US DEED BOOK D1337, PAGE 284 SHOWN AND PLOTTED	AFFECTS PROPERTY
18 ENCROACHMENT, A/C RECORD BOOK 1029, PAGE 88	SEE PLAT
19 EASEMENTS AND OTHER MATTERS RECORD BOOK 1029, PAGE 88	SEE PLAT

Book 2091-3643
20160211 12:00 PM 1/11/16
Fee \$10.00 County Tax \$0.00 State Tax \$0.00



EXEMPTION FROM REVIEW PROCESS
This plat is a survey of an existing lot of record with no changes to existing lot lines.

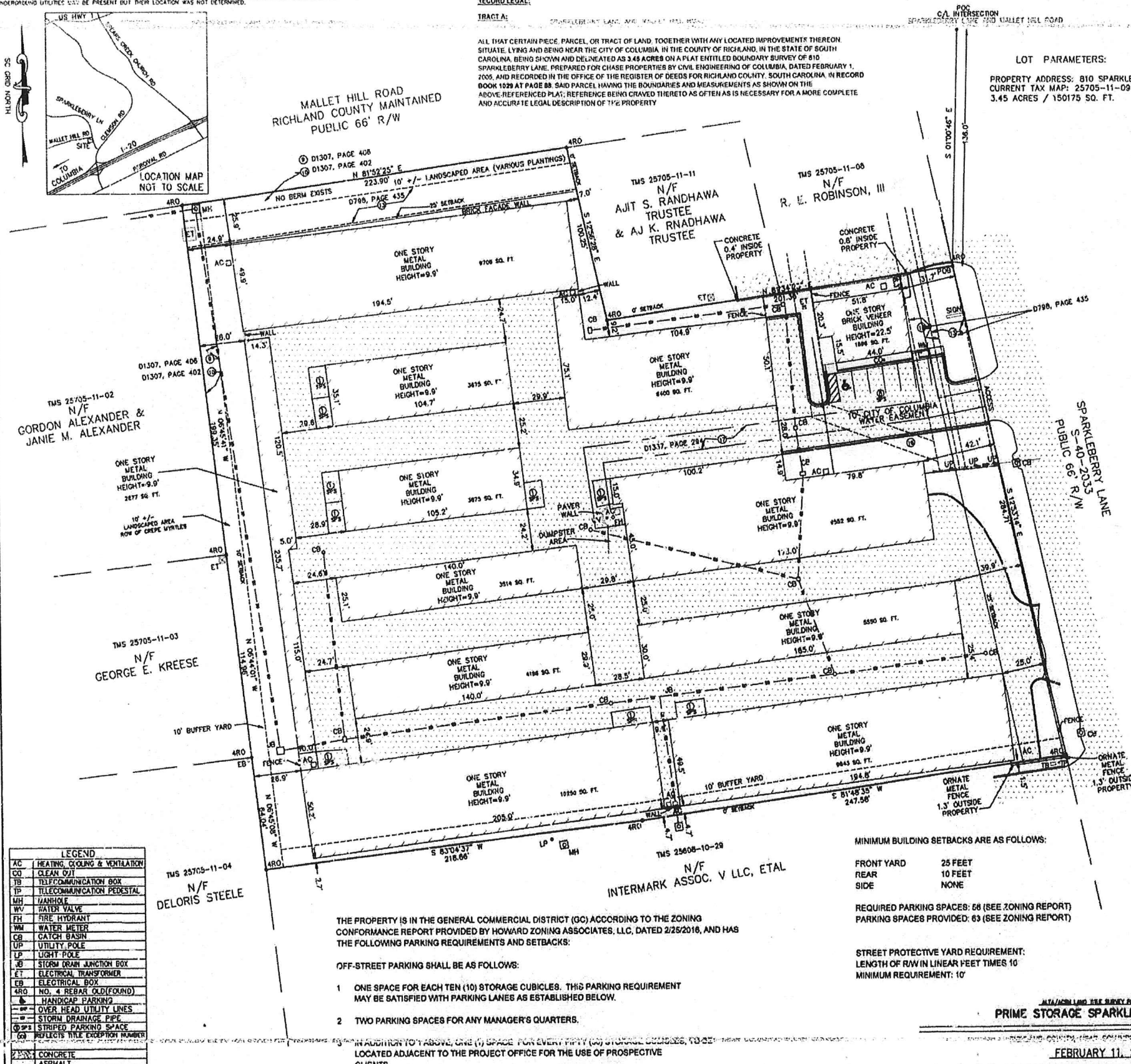
ROSSER W. BAXTER, JR.
SC REGISTERED LAND SURVEYOR NO. 2813

CERTIFY TO: PRIME STORAGE SPARKLEBERRY, LLC, RIALTO MORTGAGE FINANCE, LLC, ITS SUCCESSORS AND OR ASSIGNS 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 2011 SURVEYING STANDARDS, PRACTICES AND ETHICS OF THE SURVEYING PROFESSION, AND THAT THE SURVEY WAS CONDUCTED BY A LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA, AND THAT THE SURVEY WAS COMPLETED ON FEBRUARY 11, 2016 DATE OF PLAT OR MAP, FEBRUARY 11, 2016.

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 "A" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

Rosser W. Baxter, Jr.
ROSSER W. BAXTER, JR. SCRS NO. 7813



LEGEND	
AC	HEATING, COOLING & VENTILATION
CO	CLEAN OUT
JB	TELECOMMUNICATION BOX
JP	TELECOMMUNICATION PEDESTAL
MH	MANHOLE
WV	WATER VALVE
FH	FIRE HYDRANT
WM	WATER METER
CB	CATCH BASIN
LP	UTILITY POLE
UB	STORM DRAIN JUNCTION BOX
ET	ELECTRICAL TRANSFORMER
CB	ELECTRICAL BOX
ARO	NO. 4 REBAR (OLD/FOUND)
HP	HANDICAP PARKING
OH	OVER HEAD UTILITY LINES
SD	STORM DRAINAGE PIPE
SP	STRIPED PARKING SPACE
CS	REFLECTS TITLE EXCEPTION NUMBER
CON	CONCRETE
ASP	ASPHALT

THE PROPERTY IS IN THE GENERAL COMMERCIAL DISTRICT (GC) ACCORDING TO THE ZONING CONFORMANCE REPORT PROVIDED BY HOWARD ZONING ASSOCIATES, LLC, DATED 2/25/2016, AND HAS THE FOLLOWING PARKING REQUIREMENTS AND SETBACKS:

OFF-STREET PARKING SHALL BE AS FOLLOWS:

- ONE SPACE FOR EACH TEN (10) STORAGE CUBICLES. THIS PARKING REQUIREMENT MAY BE SATISFIED WITH PARKING LANES AS ESTABLISHED BELOW.
- TWO PARKING SPACES FOR ANY MANAGER'S QUARTERS.

IN ADDITION TO ABOVE, ONE (1) SPACE FOR EVERY FIFTY (50) STORAGE CUBICLES, TO BE LOCATED ADJACENT TO THE PROJECT OFFICE FOR THE USE OF PROSPECTIVE CLIENTS.

MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:

FRONT YARD 25 FEET
REAR 10 FEET
SIDE NONE

REQUIRED PARKING SPACES: 58 (SEE ZONING REPORT)
PARKING SPACES PROVIDED: 63 (SEE ZONING REPORT)

STREET PROTECTIVE YARD REQUIREMENT:
LENGTH OF ROW IN LINEAR FEET TIMES 10
MINIMUM REQUIREMENT: 10'

ALTA/ACSM LAND TITLE SURVEY PREPARED FOR:
PRIME STORAGE SPARKLEBERRY, LLC

FEBRUARY 11, 2016

BAXTER LAND SURVEYING CO., INC.

2204 Devine Street Columbia, SC 29205 (803)-252-8564
BAXLAND@AOL.COM



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT Wheeler Hill PUD (0.23 acres E/S Rice St., 426 Pickens St., 425 Henderson St., 423 Henderson St., 421 Henderson St., 419 Henderson St., 1615 Rice St., 1613 Rice St., 1611 Rice St., 1605-07 Rice St., 1603 Rice St., 416 Pickens St., 418 Calway Aly., 429 Calway Aly., 424 Calway Aly., 428 Calway Aly., 0.12 acres N/S Calway Aly., 427 Calway Aly., 425 Calway Aly., 423 Calway Aly., 400 Calway Aly.(p), 407 Pickens St., 0.63 acres N/S Phelps St., 0.71 acres N/S Catawba St., 312 Pickens St., 314 Pickens St., 318 Pickens St., and approx. 0.5 acre of portion of Phelps St); TMS# 11307-12-09, 11307-13-01, 11307-13-03, 11307-13-04, 11307-13-05, 11307-13-06, 11307-13-14, 11307-13-15, 11307-13-16, 11307-13-17, 11307-13-18, 11307-13-21, 11307-13-22, 11307-13-23, 11307-13-24, 11307-13-25, 11307-13-26, 11307-13-27, 11307-13-28, 11307-13-29, 11307-13-30(p), 11307-14-07, 11307-18-05, 11307-19-01, 11307-19-06, 11307-19-07, 11307-19-08, and 11307-21-01(p);**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 2 and 3

Proposal: Request to rezone the parcels from Planned Unit Development - Residential District (PUD-R) to General Residential District (RG-2)

Applicant: David Tuttle, Styx Wheeler Hill, LLC

Staff Recommendation: Approve

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ZMA-2020-0010_WheelerHill_Council (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary

Wheeler Hill PUD (0.23 acres E/S Rice St., 426 Pickens St., 425 Henderson St., 423 Henderson St., 421 Henderson St., 419 Henderson St., 1615 Rice St., 1613 Rice St., 1611 Rice St., 1605-07 Rice St., 1603 Rice St., 416 Pickens St., 418 Calway Aly., 429 Calway Aly., 424 Calway Aly., 428 Calway Aly., 0.12 acres N/S Calway Aly., 427 Calway Aly., 425 Calway Aly., 423 Calway Aly., 400 Calway Aly.(p), 407 Pickens St., 0.63 acres N/S Phelps St., 0.71 acres N/S Catawba St., 312 Pickens St., 314 Pickens St., 318 Pickens St., and approx. 0.5 acre of portion of Phelps St;
TMS# 11307-12-09, 11307-13-01, 11307-13-03, 11307-13-04, 11307-13-05, 11307-13-06, 11307-13-14, 11307-13-15, 11307-13-16, 11307-13-17, 11307-13-18, 11307-13-21, 11307-13-22, 11307-13-23, 11307-13-24, 11307-13-25, 11307-13-26, 11307-13-27, 11307-13-28, 11307-13-29, 11307-13-30(p), 11307-14-07, 11307-18-05, 11307-19-01, 11307-19-06, 11307-19-07, 11307-19-08, and 11307-21-01(p)

Council District:	2 and 3
Proposal:	Request to rezone the parcels from Planned Unit Development-Residential District (PUD-R) to General Residential District (RG-2)
Applicant:	David Tuttle, Styx Wheeler Hill, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1st Reading:	07/21/2020; Pending
2nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4 to 5 acres
Current Use: Single Family Residential
Proposed Use: Single Family Residential
Current Land Use Classification: Urban Core Residential Small Lot (UCR-1), Urban Core Regional Activity Center (UCAC-3), and Universities/Colleges (SD-5)
Current Zoning: Planned Unit Development-Residential District (PUD-R)
Proposed Zoning: General Residential District (RG-2)

PLANS, POLICIES, AND LAND USE

The subject property is assigned several land use classifications in the Future Land Use Map (as depicted in the map which follows): Urban Core Residential Small Lot (UCR-1), Urban Core Regional Activity Center (UCAC-3), and Universities/Colleges (SD-5).

Urban Core Residential Small Lot (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950, and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods, and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Urban Core Regional Activity Center (UCAC-3)

These developments are intense mixed-use business districts within the urban context. They may be adjacent to the central business district or found in outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks and grid, and whole scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple city blocks. Their primary use is as a business district, but high-intensity residential in mixed-use buildings is also appropriate.

Universities/Colleges (SD-5)

There are a number of universities and colleges located within Columbia including, but not limited to, University of South Carolina, Columbia College, Columbia International University, Allen University, Lutheran Theological Southern Seminary, Midlands Technical College, Webster University, ECPI University, Strayer University, and the University of Phoenix. Any facility with multiple buildings within a large block campus or spanning several blocks would be classified as a University/College Special District. These development types range in size, organization, and intensity, but all represent a unique district or campus within the City. Typically viewed as campuses, these special districts often have an institutionally managed master plan for internal circulation and building locations. The City should work with these institutions to ensure compatible transitions to surrounding development types are made, and that critical circulation patterns are managed.

Urban Core Residential Small Lot (UCR-1)

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums

Urban Core Regional Activity Center (UCAC-3)

Primary Types

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)
- Multi-family Medium and High-rise Mixed-use

Secondary Types

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-family Attached

- Cemeteries & Mausoleums
- Parking Lots

Universities/Colleges (SD-5)

Primary Types

- Civic/Institutional

Secondary Types

- Small to Extra Large Business/Employment
- Parking Structures & Lots

Tertiary Types

- Multi-family Institutional (Dormitories)
- Power Utilities
- Water and Wastewater Treatment

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 Planned Unit Development-Residential District (PUD-R). The abutting properties in the City of Columbia have base zoning of General Residential District (RG-2) and Office and Institutional District (C-1) to the North and West and Planned Unit Development-Residential District (PUD-R) and Single-Family Residential District (RS-3) to the East and South.

The proposed zoning district is General Residential District (RG-2).

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.

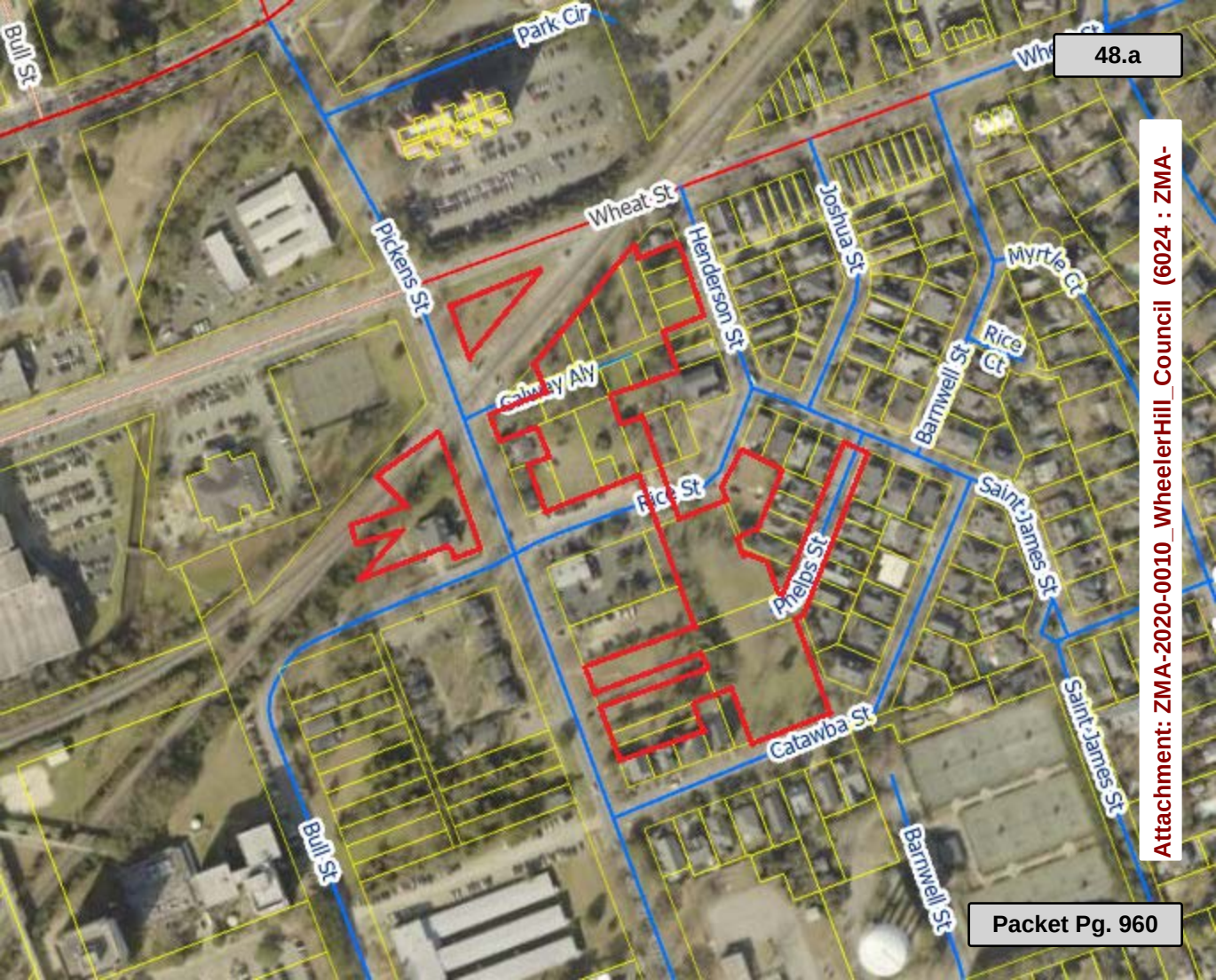
(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional 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.

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 City Council rezone the parcels from Planned Unit Development-Residential District (PUD-R) to General Residential District (RG-2).

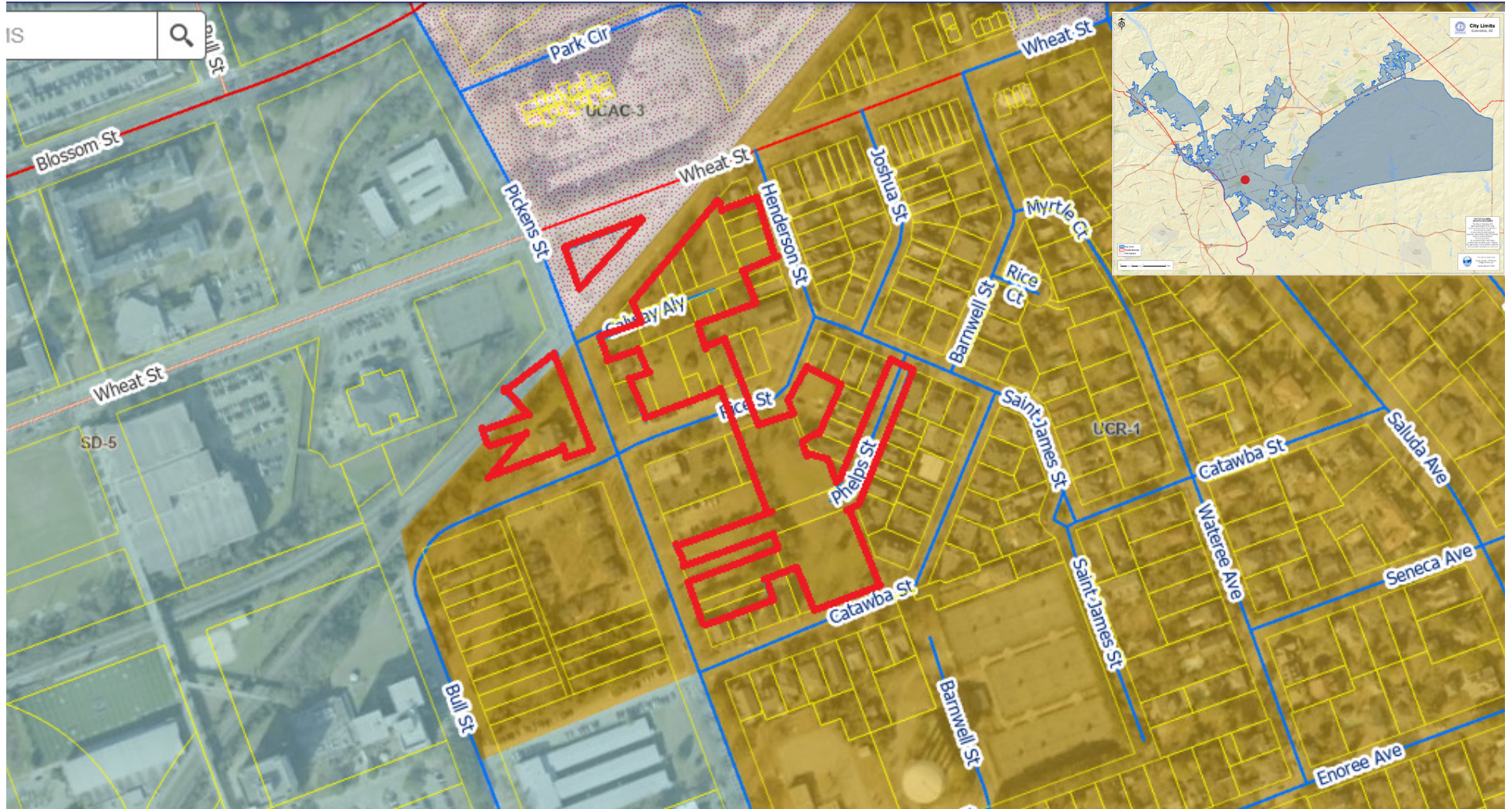


48.a

Attachment: ZMA-2020-0010 WheelerHill Council (6024 : ZMA-

Land Use Map

Wheeler Hill PUD;
Current FLU: UCR-1, UCAC-3, and SD-5



We Are Columbia

Prepared by: Shane Shaughnessy
May 14, 2020

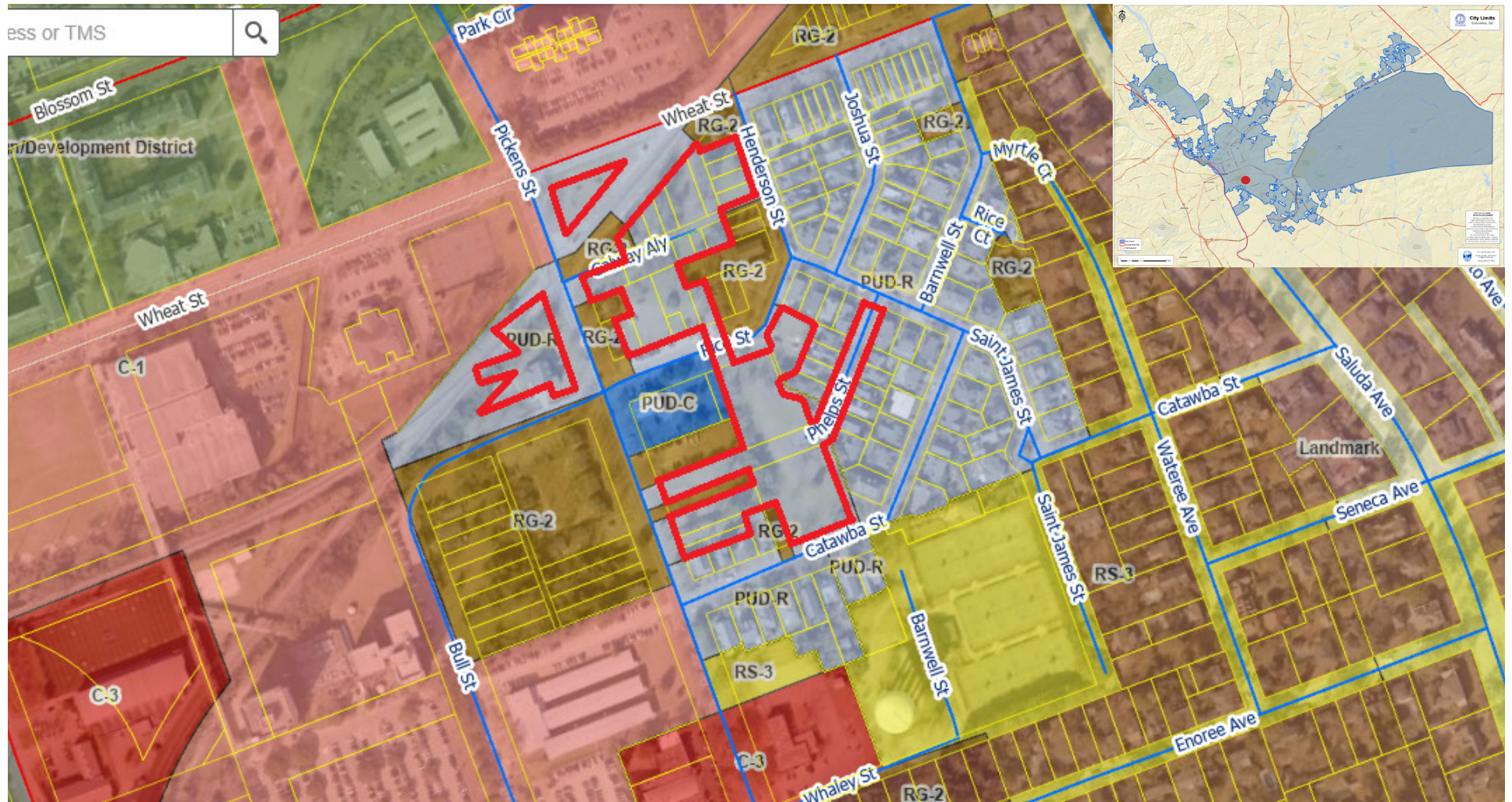


UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

Wheeler Hill PUD;
Current Zoning: PUD-R, Proposed Zoning: RG-2

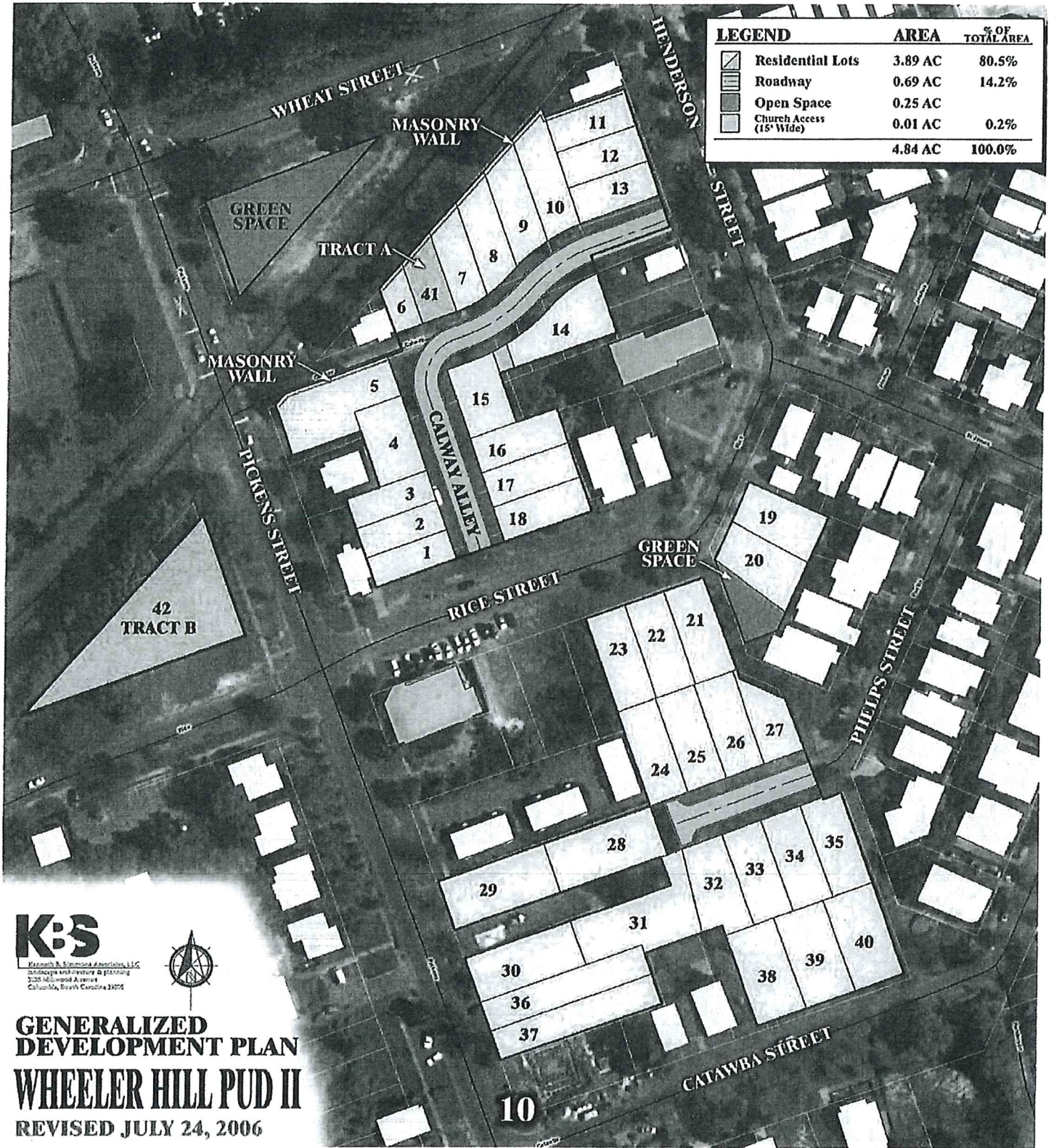


We Are Columbia

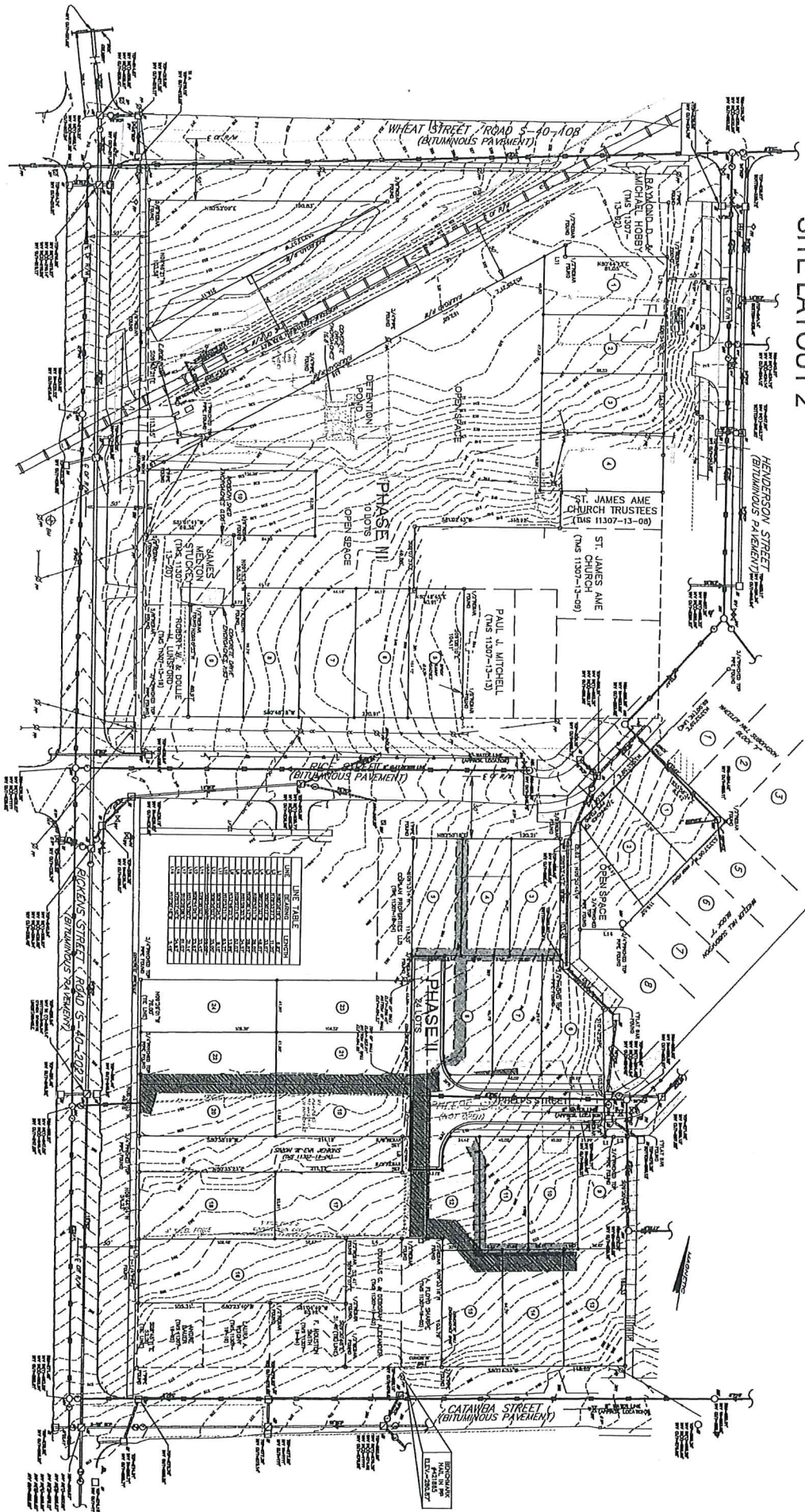


Prepared by: Shane Shaughnessy
May 14, 2020

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Attachment: ZMA-2020-0010 WheelerHill Council (6024 : ZMA-2020-0010: Wheeler Hill PUD)



SITE LAYOUT 2

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
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT 3209 N. Beltline Blvd., TMS# 14004-01-09

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 2

Proposal: Request to rezone the parcel from Single-Family Residential District (RS-2) to Office and Institutional District (C-1).

Applicant: Carey Shealy, Statewide Security Systems

Staff recommendation: Denial

PC Recommendation: 06/01/2020; First Motion (to deny the request): 3-3. Second Motion (to approve the request): 4-2

ATTACHMENTS:

- ZMA-2020-0012_NBeltline3209_Council (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 3209 N. Beltline Blvd., TMS# 14004-01-09

Council District:	2
Proposal:	Request to rezone the parcel from Single-Family Residential District (RS-2) to Office and Institutional District (C-1).
Applicant:	Carey Shealy, Statewide Security Systems
Staff Recommendation:	Denial
PC Recommendation:	06/01/2020; First Motion (to deny the request): 3-3 Second Motion (to approve the request): 4-2
ZPH, 1st Reading:	07/21/2020; Pending
2nd Reading	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.3 acres
Current Use: Vacant
Proposed Use: Office
Current Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Zoning: Single-Family Residential District (RS-2)
Proposed Zoning: Office and Institutional District (C-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in the 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
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- 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 Single-Family Residential District (RS-2). The abutting properties in the City of Columbia have base zoning of Single-Family Residential District (RS-2) to the West, North, and East and Office and Institutional District (C-1) to the South.

The proposed zoning district is Office and Institutional District (C-1).

Single-Family Residential District (RS-1)

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.

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.

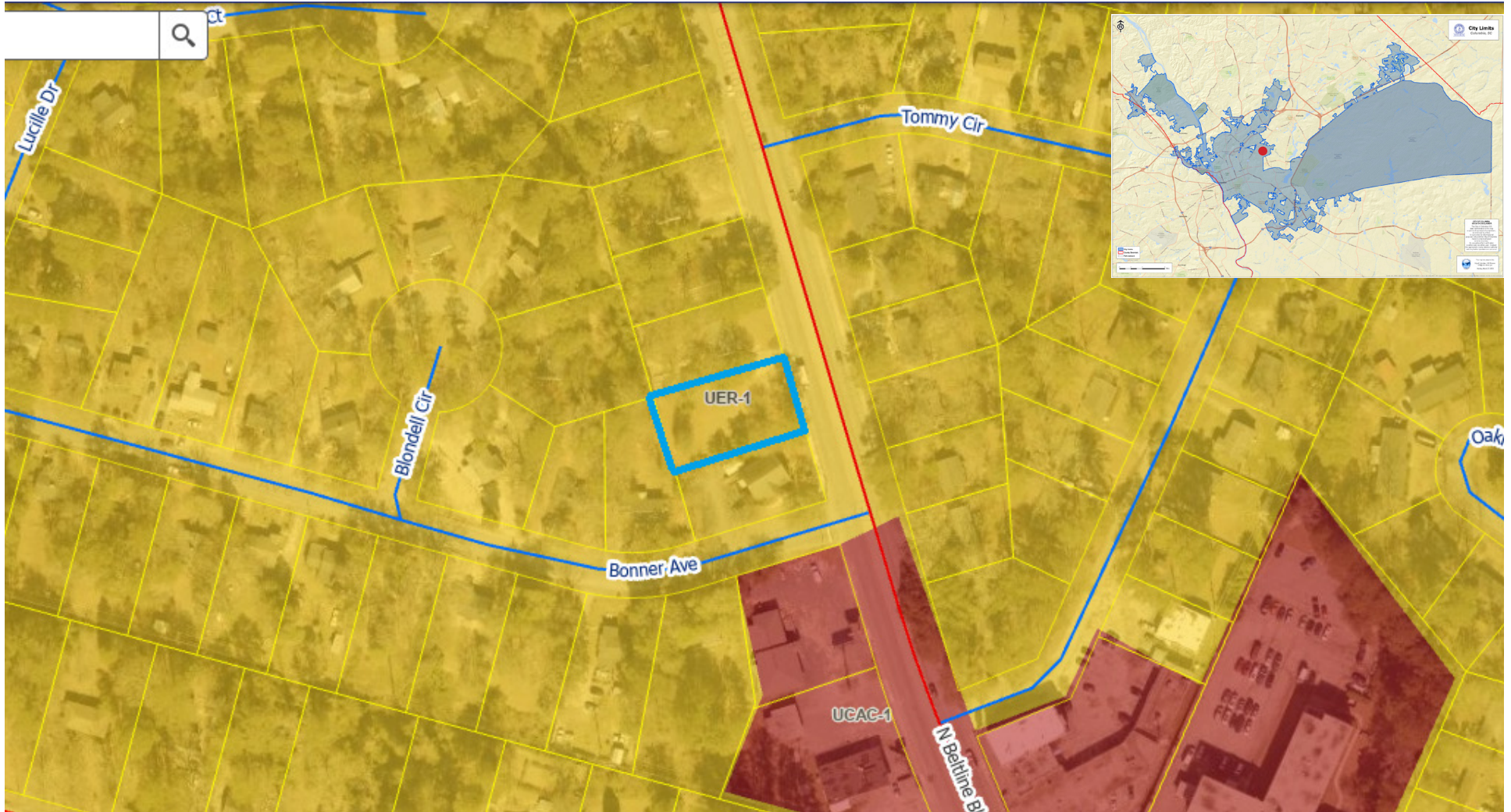
STAFF RECOMMENDATION

Staff recommends City Council deny the rezoning of the parcel from RS-2 to C-1.



Land Use Map

3209 N. Beltline Blvd., TMS# 14004-01-09;
Current FLU: UER-1



Prepared by: Shane Shaughnessy
May 14, 2020

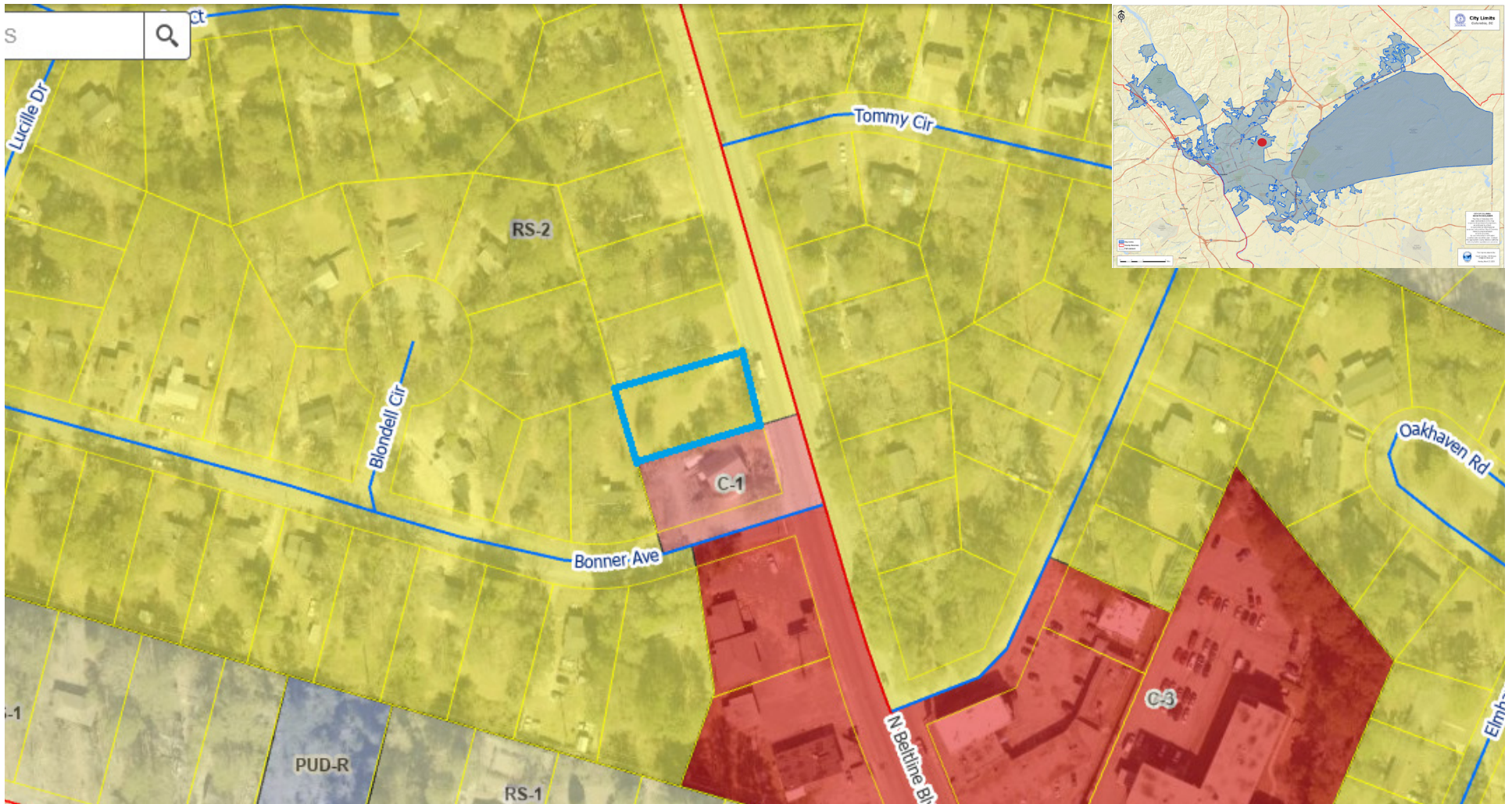
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

3209 N. Beltline Blvd., TMS# 14004-01-09;
Current Zoning: RS-2, Proposed Zoning: C-1



We Are Columbia



Prepared by: Shane Shaughnessy
May 14, 2020

DISCLAIMER:

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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
Cemetery 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

Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodgings on membership basis
Cemetery subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization

Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
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)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
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
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners

Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT 1527 Lyon Street, NX1513
Lyon Street and 1510 Ontario Street (1513 Lyon Street), TMS#
11411-03-01, 11411-03-02, and 11411-03-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 2

Proposal: Request to rezone the parcel from General Commercial District (C-3) to General Residential District (RG-2)

Applicant: LuCinda J. Herrera, Columbia Housing

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ZMA-2020-0013_Lyon1527(GonzGarden)_Council (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary

**1527 Lyon Street, NX1513 Lyon Street and 1510 Ontario Street (1513 Lyon Street),
TMS# 11411-03-01, 11411-03-02, and 11411-03-03**

Council District:	2
Proposal:	Request to rezone the parcel from General Commercial District (C-3) to General Residential District (RG-2).
Applicant:	LuCinda J. Herrera, Columbia Housing
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH, 1st Reading:	07/21/2020; Pending
2nd Reading:	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.2 acres

Current Use: Vacant

Proposed Use: Residential

Current Land Use Classification: Urban Core Mixed Residential- Type 1 (UCMR-1)

Current Zoning: General Commercial District (C-3)

Proposed Zoning: General Residential District (RG-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Core Mixed Residential Type 1 (UCMR-1) in the Future Land Use Map.

Urban Core Mixed Residential Type 1 neighborhoods are appropriate in the central city and near major corridors throughout Columbia. This development type may represent existing and historic neighborhoods or a vision for intensification of transitional areas between lower density neighborhoods and higher activity corridors and centers. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods, but scale is always important. Urban Core Mixed Residential Type 1 will usually transition to Urban Core Mixed Residential Type 2 as development moves further from main arterials and activity centers.

Primary Types

- Multi-family Medium
- Multi-family Small to Medium Mixed-use
- Single-family Attached

Secondary Types

- Multi-family Large
- Multi-family Small
- Two-family
- Three-family
- Single-family Detached

Tertiary Types

- Small to Medium Format Business/Employment (excl. Flex)
- Small to Medium Format Civic/Institutional
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within Cluster 1 of [*A Plan for the Redevelopment of East Central City*](#) (2004). The site analysis identified the subject property as within an area for potential revitalization (Section 2, Page 7) and recommends a future land use of mixed use development, and the intersection of Taylor/Forest, Millwood, and Lyon is identified as an activity node (Section 4C, Page 1).

The plan notes that “the Lyon Street Neighborhood revitalization relies heavily on the redevelopment of the Gonzales Gardens housing project. No positive impact for the Lyon Street neighborhood can be accomplished without first addressing Gonzales Gardens. St. Anna’s Park provides the neighborhood with a meeting place. The plan further notes that “the redevelopment of Gonzales Gardens and the adjacent properties to the east and west along Taylor St into a mixed-use would enhance the existing residential areas and project a more positive image along Taylor St.” (Section 4C, Page 3)

A summary of the Gonzales Gardens catalyst project noted the following:

“Design Elements

The proposed Gonzales Gardens mixed-use development will encourage pedestrian mobility within the development and create visual and pedestrian connections to the hospital and the surrounding Lyons Street neighborhood. The buildings will relate to the street and be designed with no more than three stories fronting on Forest Dr to create a pedestrian scale. Windows and doors should face the street and be combined with generous sidewalks, furnishings, plantings and lighting to promote a friendly walking environment. This definition of the edge will not only define the development, but also provide an opportunity for ‘eyes on the street,’ and rejuvenate the image of Forest Dr. The heights of the buildings should be reduced along Washington St to a maximum of two stories. This will give the development a smaller scale, more in character with the surrounding neighborhood.” (Section 5, Pages 24-25)

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned General Commercial District (C-3). The abutting properties in the City of Columbia have base zoning of General Residential District (RG-2) to the North, East, and South and General Commercial District (C-3) to the West.

The proposed zoning district is General Residential District (RG-2).

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.

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 City Council rezone the parcel from C-3 to RG-2.



Land Use Map

1527 Lyon Street, NX1513 Lyon Street and 1510 Ontario Street (1513 Lyon Street),
TMS# 11411-03-01, 11411-03-02, and 11411-03-03; Current FLU: UCMR-1



We Are Columbia

Prepared by: Shane Shaughnessy
May 14, 2020



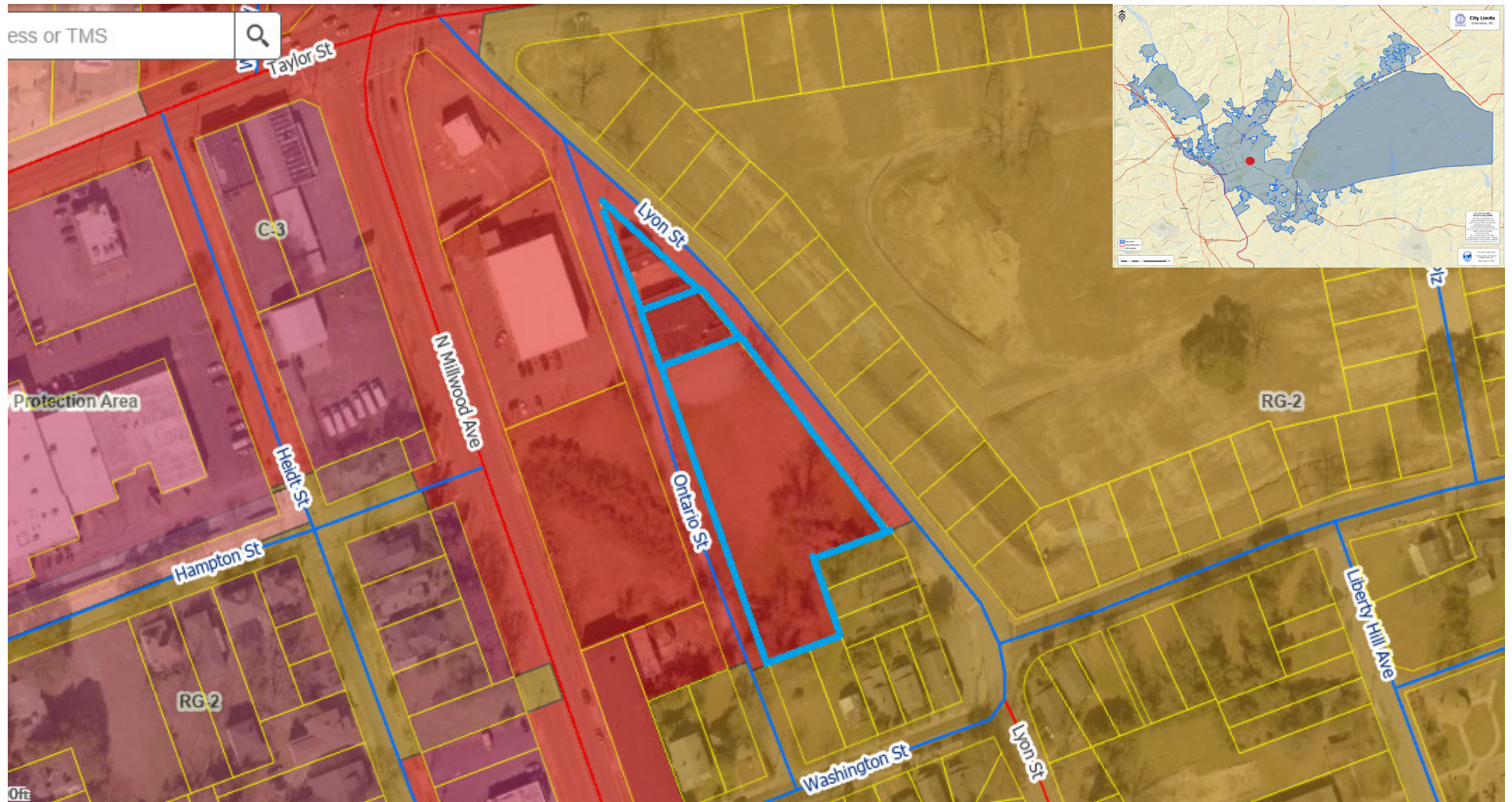
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

1527 Lyon Street, NX1513 Lyon Street and 1510 Ontario Street (1513 Lyon Street),
TMS# 11411-03-01, 11411-03-02, and 11411-03-03
Current Zoning: C-3, Proposed Zoning: RG-2



We Are Columbia



Prepared by: Shane Shaughnessy
May 14, 2020

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Table of Permitted Uses
C-3
Permitted Principal Uses
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Bakery products
Printing, publishing and allied industries
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication services, not elsewhere classified
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety 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)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Cemetery subdividers and developers
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)

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
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

Organization hotels and lodgings on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Permitted Principal Uses
Photographic Studios, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Consumer credit reporting agencies
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
Temporary help services
Computer and data processing services
Detective agencies and protective services
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
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
Repair shops, not otherwise classified
Motion picture production
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

Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Permitted Principal Uses
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
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 economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Microbrewery (Sec. 17-290) products
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 practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
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
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Furnitures and fixtures
Special Exception by Board of Zoning Appeals
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Electric substations
Motor vehicles and automotive parts and supplies
Wholesale trade, not durable goods: Paper and paper products
Wholesale trade, not durable goods: Drugs, drug proprietaries, and drugist sundries
Wholesale trade, not durable goods: Apparel - Goods and notions
Wholesale trade, not durable goods: Groceries and related products
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Banquet Hall
Power laundries
Laundry and garment services not elsewhere classified
Body piercing facilities and tattoo establishments
Massage parlors and spas
Outdoor advertising agencies
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Drive-in motion picture theaters
Bingo parlors
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Detached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
Fraternity and sorority houses

Correctional insitutions



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: FUTURE LAND USE MAP AMENDMENT
CONFIRMATION 215 Bush River Road; TMS# 07308-01-07

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-068 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 215 Bush River Road; Richland County TMS# 07308-01-07; annexed by Ordinance No.: 2020-047 enacted June 2, 2020

Council District: 2

Proposal: Request to affirm land use classification of Urban Core Regional Activity Center (UCAC-3) following the annexation of the property. The property currently has interim classification of Urban Core Regional Activity Center (UCAC-3).

Applicant: Boozer Shopping Center, Inc.

Staff Recommendation: APPROVE

PC Recommendation: 05/04/2020: Annex, Assign Interim Land Use & Interim Zoning APPROVE (7-0)

ATTACHMENTS:

- FLUConfirm_ANNEX-2020-0004_BushRiver215 (1) (PDF)
- 2020-068 add 215 Bush River Road to Future Land Use Map (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

215 Bush River Road; TMS# 07308-01-07

Council District:	2	
Proposal:	Request to affirm land use classification of Urban Core Regional Activity Center (UCAC-3) following the annexation of the property. The property currently has interim classification of Urban Core Regional Activity Center (UCAC-3).	
Applicant:	Boozer Shopping Center, Inc.	
Staff Recommendation:		APPROVE
PC Recommendation:	05/04/2020: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (7-0)
Annexation, 1 st Reading:	05/19/2020: Annex, Assign Interim Land Use & Interim Zoning	APPROVE
Annexation, 2 nd Reading:	06/02/2020: Annex, Assign Interim Land Use & Interim Zoning	APPROVE
Comp. Plan Amendment, 1 st Reading:	07/21/2020: Confirmation of Land Use Classification	PENDING
Comp. Plan Amendment, 2 nd Reading:	08/04/2020: Confirmation of Land Use Classification	PENDING
Map Amendment, 1 st Reading:	07/21/2020: Zoning Confirmation	PENDING
Map Amendment, 2 nd Reading:	08/04/2020: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.57 acre
 Current Use: Vacant
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current Interim Land Use: Urban Core Regional Activity Center (UCAC-3)
 Proposed Land Use: Urban Core Regional Activity Center (UCAC-3)
 Current Interim Zoning: General Commercial District (C-3)
 Proposed Zoning: General Commercial District (C-3)
 Census Tract: 104.03

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel 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 available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Regional Activity Center (UCAC-3).

These developments are intense mixed-use business districts within the urban context. They may be adjacent to the central business district or found in outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks and grid, and whole-scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple city blocks. Their primary use is as a business district, but high-intensity residential in mixed-use buildings is also appropriate.

Primary Types:

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)
- Multi-family Medium and High-rise Mixed-use

Secondary Types:

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Broad River Corridor Master Plan](#) (2010) adopted by Richland County, specifically within the Dutch Square West Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Corridor Mixed-Use District for the property (page 32), and the subject property is not located within a ¼ mile radius of the proposed Dutch Square Mixed-Use Transit Node set forth within the plan along the Broad River Road Corridor (page 56). The sub-area concept plan identifies the subject property as an area for infill redevelopment opportunities (Figure 4.20, page 53).

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to affirm the assignment of the Urban Core Regional Activity Center (UCAC-3) land use classification for the property.



Future Land Use Map

215 Bush River Road, TMS# 07308-01-07;
Current Interim FLU: UCAC-3, Proposed FLU: UCAC-3

51.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- 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
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional 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
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 30 60 120
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 4, 2020



We Are Columbia



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Packet Pg. 991

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: FLUConfirm ANNEX-2020-0004 BushRiver215 (1) (6027 : ANNEX-2020-0004: 215 Bush River

Zoning Map

Department of Planning & Development Services

215 Bush River Road, TMS# 07308-01-07;
Current Interim Zoning: C-3; Proposed Zoning: C-3

51.a

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	



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ORIGINAL PREPARATION/DATE:
This map was prepared by:

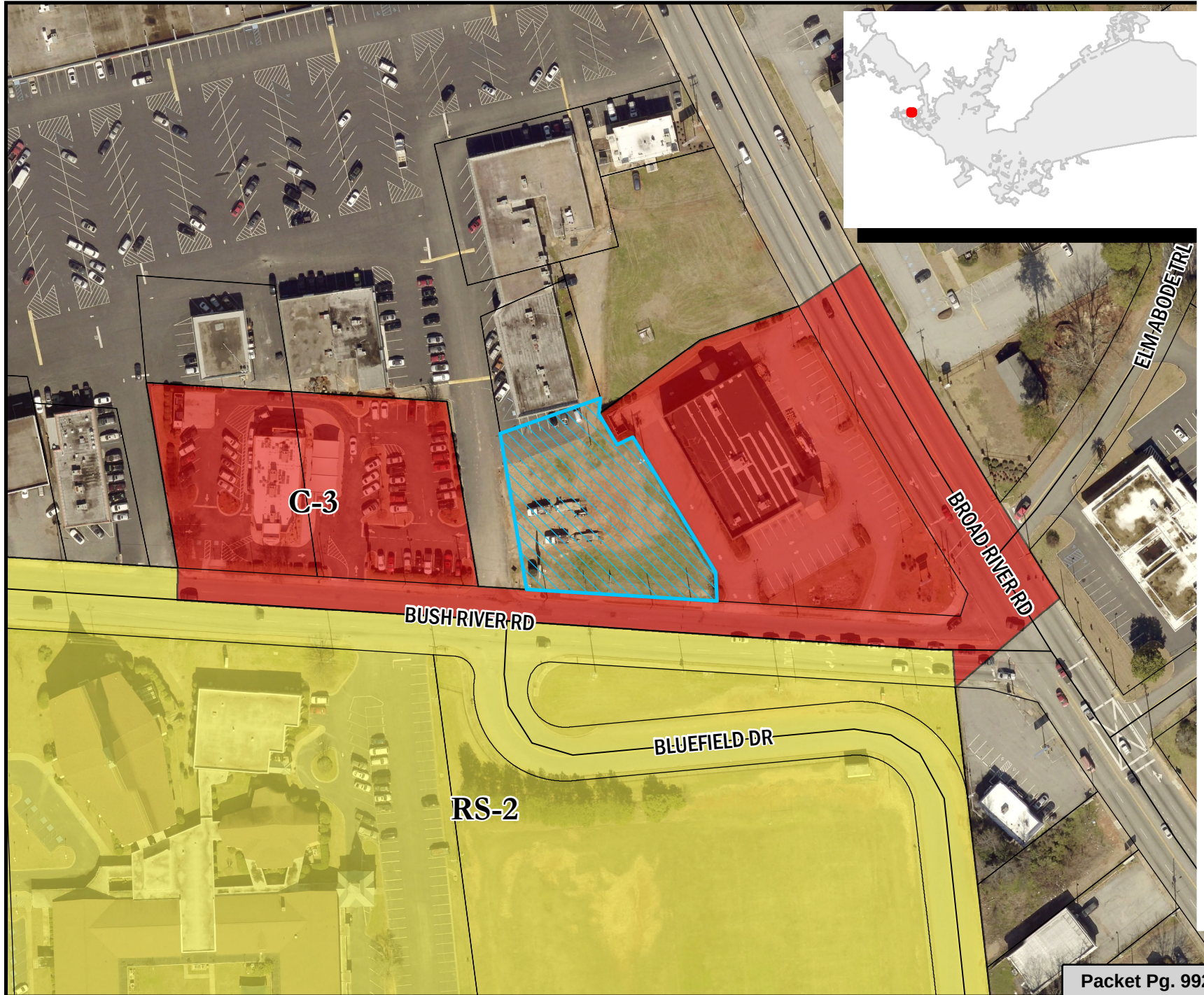
Shane Shaughnessy
March 4, 2020

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Attachment: FLUConfirm_ANNEX-2020-0004_BushRiver215 (1) (6027 : ANNEX-2020-0004: 215 Bush River

Packet Pg. 992

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2020-068

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 215 Bush River Road; Richland County TMS# 07308-01-07; annexed by Ordinance No.: 2020-047 enacted June 2, 2020

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces in Place", along with all the maps and policies contained therein; and,

WHEREAS, 215 Bush River Road; Richland County TMS# 07308-01-07, filed for petition on March 3, 2020, and shall be assigned the designated future land use classification of Urban Core Regional Activity Center (UCAC-3), and the Future Land Use 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 _____, 2020, that 215 Bush River Road; Richland County TMS# 07308-01-07, annexed into the City of Columbia by Ordinance No.: 2020-047 enacted on June 2, 2020, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 2, Census Tract 104.03, contains 0.604 acres, and shall be assigned a land use classification of Urban Core Regional Activity Center (UCAC-3).

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

T. A. Knox

City Attorney
Introduced:
Final Reading:

City Clerk _____

Future Land Use Map

Department of Planning & Development Services

215 Bush River Road, TMS# 07308-01-07;
Current Interim FLU: UCAC-3, Proposed FLU: UCAC-3

51.b

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
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- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional 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
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

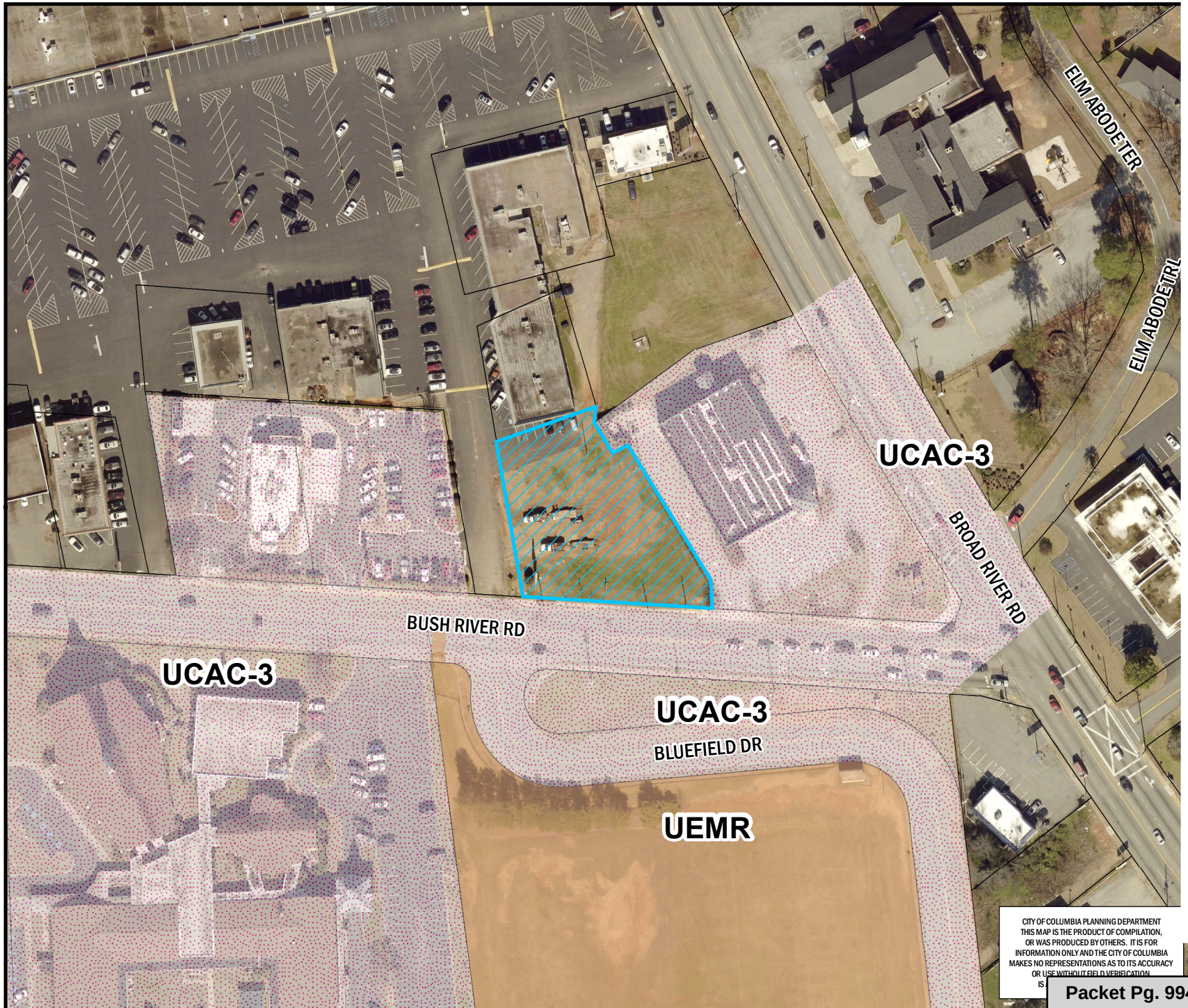


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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 4, 2020



We Are Columbia



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Packet Pg. 994

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-068 add 215 Bush River Road to Future Land Use Map (6027 : ANNEX-2020-0004: 215



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION 215 Bush River Road; TMS# 07308-01-07

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 2

Proposal: Request to affirm zoning classification of General Commercial (C-3) following the annexation of the property. The property currently has interim classification of General Commercial (C-3).

Applicant: Boozer Shopping Center, Inc.

Staff Recommendation: APPROVE

PC Recommendation: 05/04/2020; Annex, Assign Interim Land Use & Interim Zoning APPROVE (7-0)

ATTACHMENTS:

- ZMAConfirm_ANNEX-2020-0004_BushRiver215 (PDF)



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 215 Bush River Road; TMS# 07308-01-07

Council District:	4	
Proposal:	Request to affirm zoning of General Commercial District (C-3). The property currently has interim zoning of General Commercial District (C-3).	
Applicant:	Boozer Shopping Center, Inc.	
Staff Recommendation:		APPROVE
PC Recommendation:	05/04/2020: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (7-0)
Annexation, 1 st Reading:	05/19/2020: Annex, Assign Interim Land Use & Interim Zoning	APPROVE
Annexation, 2 nd Reading:	06/02/2020: Annex, Assign Interim Land Use & Interim Zoning	APPROVE
Comp. Plan Amendment, 1 st Reading:	07/21/2020: Confirmation of Land Use Classification	PENDING
Comp. Plan Amendment, 2 nd Reading:	08/04/2020: Confirmation of Land Use Classification	PENDING
Map Amendment, 1 st Reading:	07/21/2020: Zoning Confirmation	PENDING
Map Amendment, 2 nd Reading:	08/04/2020: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.57 acre
 Current Use: Vacant
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current Interim Land Use: Urban Core Regional Activity Center (UCAC-3)
 Proposed Land Use: Urban Core Regional Activity Center (UCAC-3)
 Current Interim Zoning: General Commercial District (C-3)
 Proposed Zoning: General Commercial District (C-3)
 Census Tract: 104.03

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel 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 available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Regional Activity Center (UCAC-3).

These developments are intense mixed-use business districts within the urban context. They may be adjacent to the central business district or found in outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks and grid, and whole-scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple city blocks. Their primary use is as a business district, but high-intensity residential in mixed-use buildings is also appropriate.

Primary Types:

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)
- Multi-family Medium and High-rise Mixed-use

Secondary Types:

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Broad River Corridor Master Plan](#) (2010) adopted by Richland County, specifically within the Dutch Square West Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Corridor Mixed-Use District for the property (page 32), and the subject property is not located within a ¼ mile radius of the proposed Dutch Square Mixed-Use Transit Node set forth within the plan along the Broad River Road Corridor (page 56). The sub-area concept plan identifies the subject property as an area for infill redevelopment opportunities (Figure 4.20, page 53).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently has interim zoning of General Commercial District (C-3). Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West and East and Single-Family Residential District (RS-2) to the South. Surrounding parcels in unincorporated Richland County are zoned GC to the North.

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 City Council affirm the zoning of General Commercial District (C-3).



Future Land Use Map

215 Bush River Road, TMS# 07308-01-07;
Current Interim FLU: UCAC-3, Proposed FLU: UCAC-3

52.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- 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
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional 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
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 30 60 120
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 4, 2020



We Are Columbia



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

Packet Pg. 1000

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMAConfirm ANNEX-2020-0004_BushRiver215 (6028 : ZMA ANNEX-2020-0004: 215 Bush

Zoning Map

Department of Planning &
Development Services

215 Bush River Road, TMS# 07308-01-07;
Current Interim Zoning: C-3; Proposed Zoning: C-3

52.a

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 30 60 120
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

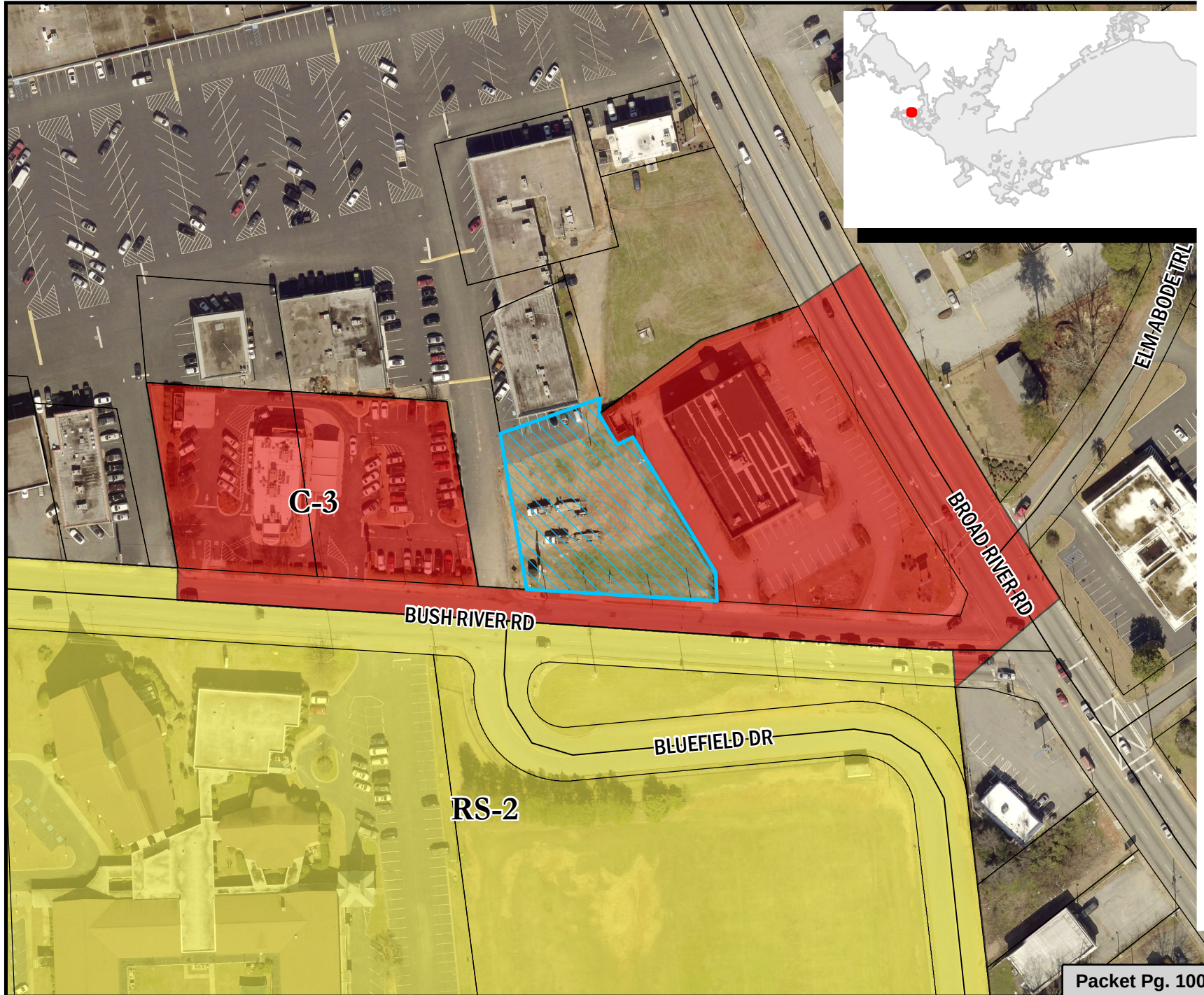
Shane Shaughnessy
March 4, 2020

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



Attachment: ZMAConfirm ANNEX-2020-0004_BushRiver215 (6028 : ZMA ANNEX-2020-0004: 215 Bush

Packet Pg. 1001

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: COLUMBIA COMPASS request to adopt Columbia Compass as the 10-year update to the City of Columbia's comprehensive plan, replacing TCP2018: The Columbia Plan.

REQUISITION NO.: Krista Hampton

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:
Ordinance No.: 2020-028 Repealing in its entirety the City of Columbia Comprehensive Plan 2018 and subsequent amendments and replacing it with the Columbia Compass: Envision 2036

City Council Districts: All

Proposal: Request adoption of Columbia Compass, Envision 2036 as the 10-year update to the City of Columbia's comprehensive plan, replacing TCP2018: The Columbia Plan.

Applicant: John Fellows, Planning Administrator and Leigh DeForth, Comprehensive Planner

Staff Recommendation: Approval

PC Recommendation: 03/02/2020; Recommended Approval (7-0)

A copy of the Columbia Compass draft to be considered by City Council is available online at www.columbiacompass.org.

ATTACHMENTS:

- ColaCompass City Council Case Summary (1) (PDF)

- 2020-028 Columbia Compass Envision 2036 (PDF)
- Planning Commission Resolution Columbia Compass (PDF)
- Columbia Compass Website



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

COMPREHENSIVE PLAN – 10-YEAR UPDATE

CASE SUMMARY

Columbia Compass: Envision 2036

City Council Districts:	All
Proposal:	Request adoption of Columbia Compass: Envision 2036 as the 10-year update to the City of Columbia's comprehensive plan, replacing TCP2018: The Columbia Plan .
Applicant:	John Fellows, Planning Administrator, and Leigh DeForth, Comprehensive Planner
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Recommended Approval (7-0)
Public Hearing, 1 st Reading:	07/21/2020; Pending
2 nd Reading:	08/04/2020; Pending

SUMMARY

Introduction to Plan

The *Columbia Compass: Envision 2036* planning process has resulted in a [plan document](#) which is meant to be the 10-year update to the City's comprehensive plan. As directed by South Carolina law, the City of Columbia updates the comprehensive plan every ten years. The [prior plan](#) was adopted in 2008, with interim updates in 2009, 2015 (the adoption of *Plan Columbia: Land Use Plan* as a replacement to the land use element), and in 2015 (the adoption of *Walk Bike Columbia* as a replacement to the bicycle & pedestrian section of the transportation element).

Purpose

A comprehensive plan is a long-term guide that expresses the values and aspirations of a community. It is the broadest public policy document a community can create, and it establishes a long range vision for a community. A comprehensive plan is a tool to prepare for change and acts both a business plan and a guidebook for decision makers. The plan is not a regulatory document, but it serves as a foundation for City budgeting, zoning and land development regulations, capital improvements, development decisions, and more.

Summary of the Plan & Organization

The [plan](#) is organized into primary chapters by element, and a number of appendices were developed which serve to provide further detail about the existing conditions and policies regarding each element, provide summaries of public engagement, and incorporate the recommendations of *Walk Bike Columbia*. The plan reviews and builds upon community input and research, and sets forth recommendation strategies under each plan element (chapters two through eight). These recommendations are then summarized within the priority investment element (chapter nine). A thematic

index has also been developed that allows the reader to identify recommendations which speak to the topical themes of the plan. Though the document is set up so that printing the plan is possible, the plan is meant to live online.

Vision Statement

Columbia Compass: Envision 2036 utilized Council's [Envision Columbia](#) Vision Statement to set the tone for the plan. This statement reads:

"By 2036, Columbia has captured the new American dream. While embracing our 250-year rich history, we enthusiastically welcome the future. We are proud of our soul, our unique character, our diversity, and our human potential. We stand as a city for all people. As a center of commerce, technology, and education, we have defined our city as one full of vitality and inclusion with a charming and cosmopolitan feel. We will create our desired future. We will continue our success."

Summary of Public Engagement

The planning team engaged with the public and obtained critical feedback both through face-to-face and online interactions. We estimate that we have had over 6,200 points of engagement throughout the planning process, which does not include the reach of the water bill mailers, social media, or MailChimp emails. A comprehensive summary of public engagement is provided in Appendix L: Public Engagement, and survey and meeting-specific feedback is provided in Appendices I-K.

In-person engagement activities included:

- Public meetings in October 2018, February 2019, and January 2020 (at each phase of the planning process)
- Consolidated neighborhood meetings in the Fall and Winter of 2018
- Meetings with business districts and civic organizations
- Presence at City events
- Lunch with a planner events
- Focus groups and one-on-one interviews with stakeholders for each plan element

Online interactions included:

- Two interactive surveys (Fall 2018 and Spring 2019)
- MailChimp emails which helped to advertise newsletters and events
- Facebook and Twitter posts, inclusive of targeted ads and boosted posts
- A robust dedicated plan website.
- Virtual meetings in June 2020

Water bill mailers were also sent during the planning process.

Revisions made to the publicly released draft after the conclusion of the public comment period (February 7):

- Typographical, image, formatting, and map edits for clarity and consistency
- Updates to the proposed future land use maps as indicated online [via the interactive future land use map](#)
- Addition of conclusion to Priority Investment chapter
- Addition of survey respondent comments to *Appendix I: Fall 2018 Survey*.

Revisions made to the publicly released draft as a condition of and subsequent to Planning Commission review and recommendation:

- Updated page numbers
- Addition of table of contents to introductory chapter
- Addition of page number references to Priority Investment chapter
- Addition of thematic index
- Any minor typographical, image, or formatting edits for clarity and consistency

Continuation of Neighborhood, Area, and Corridor Plans

A number of more recent neighborhood, area, and corridor plans have been adopted as addenda to the current comprehensive plan, *TCP2018: The Columbia Plan*. Staff recommends that the following planning efforts and their recommendations be carried forward as addenda to *Columbia Compass: Envision 2036*:

- [*A Plan For the Redevelopment of East Central City*](#) (2004)
- [*Capital City Mill District Area and Corridor Plan*](#) (2017)
- [*City Center Master Plan*](#) (1999)
- [*Columbia Owens Master Plan*](#) (2002)
- [*Devine Street - Fort Jackson Boulevard Commercial Node Plan*](#) (2014)
- [*Future Five: Five Points Master Plan*](#) (2006)
- [*Innovista Master Plan*](#) (2007)
- [*Lower Waverly Catalyst Redevelopment Plan*](#) (2006)
- [*Master Plan for the Villages of North Columbia*](#) (2005)
- [*Public Space Public Life Action Plan*](#) (2016)
- [*Rosewood Corridor & Neighborhood Plan*](#) (2012)
- [*South Main Capital District Area Plan*](#) (2017)
- [*Walkable 29203 Pedestrian Master Plan*](#) (2017)
- [*West Gervais District Plan*](#) (2017)

Continuation of Planning Studies

A number of planning studies have also been completed which are incorporated into *Columbia Compass: Envision 2036* by reference. These studies, the [*City-wide Architectural Survey & Historic Preservation Plan*](#) (1993), also known as the Bryan Survey, and the [*Eau Claire Historic Resources Survey*](#) (2018) are referenced within the cultural resources chapter and appendix of *Columbia Compass: Envision 2036*.

Future Steps

Once adopted by City Council, the plan will serve as guidance for elected and appointed officials, city staff, and citizens.

In the immediate future, Planning Commission and City Council will need to consider the assignment of future land use classifications to properties annexed during the Columbia Compass approval process, including them in the *Columbia Compass* future land use maps subsequent to the plan adoption.

The Planning Division will work to provide regular reporting on implementation progress, and will recommend updates to the plan where necessary.

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance which:

- Adopts [*Columbia Compass: Envision 2036*](#) as the 10-year update to the City of Columbia's comprehensive plan, replacing [*TCP2018: The Columbia Plan*](#).
- Carries forward the City's neighborhood, area, and corridor plans, as well as planning studies, as addenda to *Columbia Compass: Envision 2036*.

ORDINANCE NO.: 2020-028

Repealing in its entirety the City of Columbia Comprehensive Plan 2018 and subsequent amendments and replacing it with the Columbia Compass: Envision 2036

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and adopted subsequent amendments by Ordinance No.: 2015-014 on February 17, 2015 and Ordinance No.: 2015-0029 on June 2, 2015; and,

WHEREAS, the State of South Carolina's Code of Laws, §6-29-510(E), requires that all elements of a City's comprehensive plan must be updated at least once every ten (10) years pursuant to §6-29-530; and,

WHEREAS, the Columbia Planning Commission approved the Columbia Compass: Envision 2036 based on the results obtained from public input and findings the planning team compiled since the process kicked off in September 2018, from residents, civic groups, business and property owners, institutions, City staff and from incorporating Planning Commission recommendations; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2020, that The Columbia Plan: 2018 and subsequent amendments are hereby replaced in their entirety and replaced with Columbia Compass: Envision 2036, along with all the maps and policies attained therein, and is adopted and effective as of final reading of this ordinance.

BE IT FURTHER ORDAINED that the following neighborhood, area, and corridor plans are carried forward as addenda to the Columbia Compass: Envision 2036: *A Plan For the Redevelopment of East Central City* (2004); *Capital City Mill District Area and Corridor Plan* (2017); *City Center Master Plan* (1999); *Columbia Owens Master Plan* (2002); *Devine Street - Fort Jackson Boulevard Commercial Node Plan* (2014); *Future Five: Five Points Master Plan* (2006); *Innovista Master Plan* (2007); *Lower Waverly Catalyst Redevelopment Plan* (2006); *Master Plan for the Villages of North Columbia* (2005); *Public Space Public Life Action Plan* (2016); *Rosewood Corridor & Neighborhood Plan* (2012); *South Main Capital District Area Plan* (2017); *Walkable 29203 Pedestrian Master Plan* (2017); and *West Gervais District Plan* (2017); and,

BE IT FURTHER ORDAINED that the following planning studies are carried forward as addenda to Columbia Compass: Envision 2036: the *City-wide Architectural Survey & Historic Preservation Plan* (1993), also known as the Bryan Survey, and the *Eau Claire Historic Resources Survey* (2018); and,

AND IT IS FURTHER ORDAINED that copies of the within adopted Columbia Compass: Envision 2036 be made available for public inspection and copying in the offices of the City Clerk, City Manager and Planning Department.

Requested by:

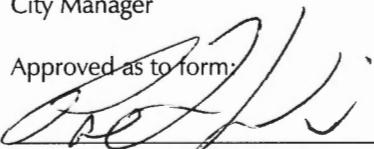
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Last revised: 3/19/2020

Attachment: 2020-028 Columbia Compass Envision 2036 (6029 : COMPREHENSIVE PLAN - 10-YEAR UPDATE: Columbia Compass: Envision

**A RESOLUTION OF THE CITY OF COLUMBIA
PLANNING COMMISSION
RES: COMP PLAN – 2020-007**

**RECOMMENDING ADOPTING COLUMBIA COMPASS: ENVISION 2036 AS THE 10-YEAR UPDATE TO THE
COMPREHENSIVE PLAN OF THE CITY OF COLUMBIA.**

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan (The Columbia Plan 2018) in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, the State of South Carolina's Code of Laws, §6-29-510(E), requires that all elements of a City's comprehensive plan must be updated at least once every 10 years pursuant to §6-29-530,

WHEREAS, neighborhood, area, and corridor plans have been adopted as addenda to The Columbia Plan 2018, and the recommendations of these plans should be carried forward as addenda to Columbia Compass;

WHEREAS, the Columbia Compass planning process was undertaken by the City to develop this 10-year update to the City's comprehensive plan;

WHEREAS, throughout the planning process, which kicked off in September 2018, the planning team undertook an extensive public participation process that included residents, civic groups, business and property owners, institutions, and City staff in order to develop the plan,

WHEREAS, the Columbia Compass draft was developed as a result of research and this robust public engagement and in partnership with community members and City staff and officials;

WHEREAS, the Columbia Compass draft represents a common vision for the City and has the potential to be a decision-making guide for City staff, County staff, and state agencies, as well as for investment in the City by individuals, families, businesses, religious organizations, and nonprofit institutions;

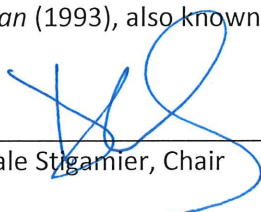
WHEREAS, prior to City Council review and adoption Planning Division staff will be making minimal formatting, pagination, and typographical edits, some of which will also allow for the creation of the thematic index to the plan; and

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations throughout the Columbia Compass process in response to the public input and findings;

NOW, THEREFORE BE IT RESOLVED by the City of Columbia Planning Commission this, the second day of March, 2020, that the City of Columbia Planning Commission recommends that City Council adopt Columbia Compass as the City's 10-year update to the comprehensive plan, along with all the maps and policies contained therein, with the condition that the final formatting, pagination, and typographical edits, as well as the thematic index, as referenced within the case summary and herein, are completed.

Planning Commission further recommends that City Council carry forward the following neighborhood, area, and corridor plans: *A Plan For the Redevelopment of East Central City* (2004); *Capital City Mill District Area and Corridor Plan* (2017); *City Center Master Plan* (1999); *Columbia Owens Master Plan* (2002); *Devine Street - Fort Jackson Boulevard Commercial Node Plan* (2014); *Future Five: Five Points Master Plan* (2006); *Innovista Master Plan* (2007); *Lower Waverly Catalyst Redevelopment Plan* (2006); *Master Plan for the Villages of North Columbia* (2005); *Public Space Public Life Action Plan* (2016); *Rosewood Corridor & Neighborhood Plan* (2012); *South Main Capital District Area Plan* (2017); *Walkable 29203 Pedestrian Master Plan* (2017); and *West Gervais District Plan* (2017).

Planning Commission also recommends that City Council carry forward the following planning studies, as addenda to *Columbia Compass: Envision 2036*: the *City-wide Architectural Survey & Historic Preservation Plan* (1993), also known as the Bryan Survey, and the *Eau Claire Historic Resources Survey* (2018).



Dale Stigamier, Chair

3/2/2020
Date



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Design Development Review Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Planning Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

The purpose of this commission is to develop and maintain a continuing planning program which will benefit City of Columbia residents; to provide a mutual forum to identify, discuss, study and address local development issues and opportunities; to foster, develop and review policies, plans and priorities in order to ensure orderly growth, development, conservation and preservation; to furnish technical assistance to city government and its agents; and to review and coordinate federal, state and local programs that have an impact on the city.



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve a 25 mph speed limit on select streets in the Rosewood and S. Kilbourne neighborhoods, as requested by the Public Works Department.

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

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

ATTACHMENTS:

- Rosewood 25 mph Memo (PDF)
- Rosewood Area 25mph Map (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

**CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION**

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Neighborhood Speed Limit - Rosewood
DATE: June 17, 2020

In response to a request from neighborhood associations in Rosewood area, we have reviewed current speed limits in the area relative to the feasibility of instituting a neighborhood-wide speed limit of 25 mph.

The streets in this area are mostly SCDOT-owned, with a few City-owned roadways, and are residential in nature.

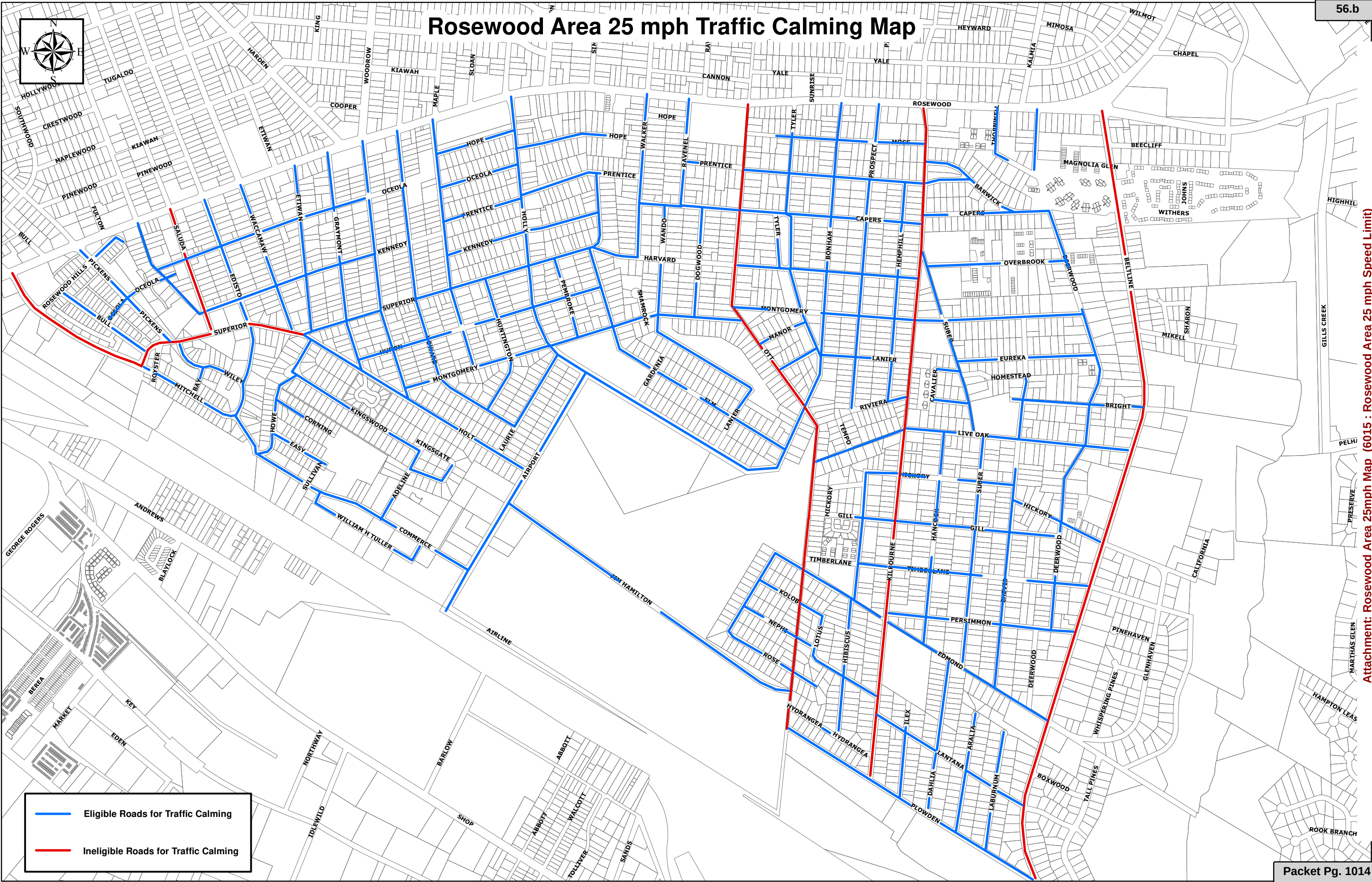
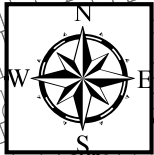
SCDOT has indicated that in order to institute the area-wide change to include their roadways, they will require City Council approval of establishing the speed limit and the affected boundaries of the neighborhood. With City Council approval, we can proceed with implementing the 25 mph speed limit on the roadways shown in blue on the attached map.

Due to their current functional classifications, the following roadways do not meet SCDOT requirements for traffic calming: Kilbourne Road, Beltline Boulevard, Ott Road, Superior Street, and Saluda Avenue (shown in red on the attached map). Of these roadways, SCDOT has indicated they will agree to reclassifications of Ott, Superior, and Saluda. In order to proceed, these roadways would need to be reclassified through SCDOT, Central Midlands, and the Federal Highway Administration (FHWA). We will pursue these reclassifications, but are requesting City Council approval of the changes so that when the reclassifications are complete, the changes can be made immediately.

The Police Department has reviewed the request and had no objections. If City Council approves, please advise me, and we will proceed with the installation as soon as the work can be scheduled.

Attachment: Rosewood 25 mph Memo (6015 : Rosewood Area 25 mph Speed Limit)

Rosewood Area 25 mph Traffic Calming Map



Attachment: Rosewood Area 25mph Map (6015 : Rosewood Area 25 mph Speed Limit)



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve a four-way stop at the intersection of Waccamaw & Kiawah as requested by the Public Works Department

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

ATTACHMENTS:

- Waccamaw and Kiawah Memo (PDF)
- Kiawah & Waccamaw 4-Way Stop (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

**CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION**

INTEROFFICE MEMORANDUM

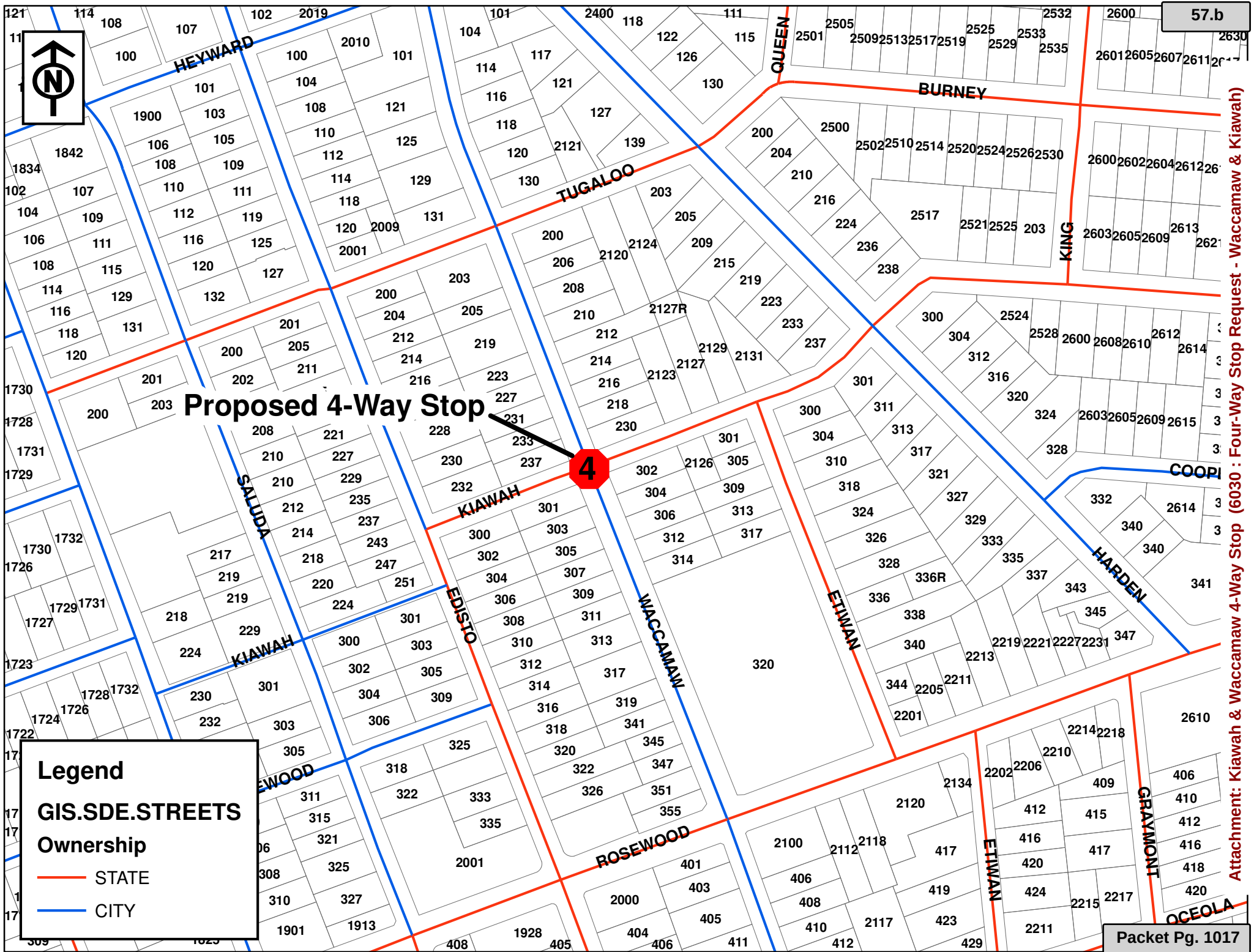
TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Four-Way Stop Request – Intersection of Waccamaw Avenue and Kiawah Avenue
DATE: June 30, 2020

In response to a request from Councilman Brennan, a review of traffic conditions in the area of the subject intersection was conducted relative to the need 4-way stop control.

Waccamaw Avenue is owned and maintained by the City of Columbia, and is two-lane residential in nature. Kiawah Avenue is owned by the S.C. Department of Transportation (SCDOT).

Based on our review, we have no objection to the installation of 4-way stop control as requested. The Police and Fire Departments have also reviewed the proposed installation. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval.

Attachment: Waccamaw and Kiawah Memo (6030 : Four-Way Stop Request - Waccamaw & Kiawah)





We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

COVID-19
Business Improvement District Renewal
City Holidays
Street Renamings



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Automated Metering Infrastructure - proposed Contract Amendment
Landmark Consulting
Lamar Companies 207 Gervais Sign Location Lease
2221 Devine Street



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

**Municipal Court
Development Corporations**



We Are Columbia

MEETING DATE: July 21, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Marcus Davis v. City
Darris Hassell v City