



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 16, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, August 16, 2022 at 4:00 p.m. at City Hall, 1737 Main Street, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov or dial **855-925-2801**. When prompted, enter meeting code: **4354**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

PRESENTATIONS

1. Update from The COMET - Mr. Derrick Huggins, Interim Chief Executive Officer & Executive Director of The COMET

CONSENT AGENDA ITEMS 2 THROUGH 16

2. Council is asked to approve the Fiscal Year 2022/2023 Contract for Palmetto 800 MHz Radio Airtime, as requested by the Columbia Fire Department on July 26, 2022 & the Columbia Police Department on July 12, 2022. Award to Motorola Solutions, using the SC State Contract in an amount not to exceed \$484,600.00. This vendor is located in Lancaster, SC.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 16, 2022

Funding Source: Fire Suppression - Maintenance & Service Contract (1012303 - 638200) \$129,600.00 and Police Administrative Services - Other Lease/Rental (1012402-636500) \$355,000.00. The original budget amount is \$484,600.00.

3. Council is asked to approve the Fiscal Year 2022/2023 Renewal of Coban Data Video Mobile Service Solution Maintenance, as requested by the Columbia Police Department on July 13, 2022. Award to COBAN Technologies using the Houston-Galveston Area Council (H-GAC) Cooperative Contract in the amount of \$76,544.29. This vendor is located in Houston, TX.

Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount is \$76,544.29.

4. Council is asked to approve the Purchase of 75 Safariland Body Armor Male Panel Sets, as requested by the Columbia Police Department on July 11, 2022. Award to Lawmen's Distribution, LLC using the SC State Contract in the amount of \$74,925.00. This vendor is located in Columbia, SC.

Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100). The original budget amount is \$74,925.00

5. Council is asked to approve the Fiscal Year 2022/2023 Renewal of the Excess Workers Compensation Insurance Policy, as requested by the Safety and Risk Management Department. Award to Safety National/Atlantic Intermediaries in the amount of \$218,713.00. This vendor is located in Burlington, NC.

Funding Source: Worker's Compensation Administration Insurance and Bonding (6098939-636200). The original budget amount is \$218,713.00.

6. Council is asked to approve the Fiscal Year 2022/2023 Renewal of Property Insurance Policies for Citywide Buildings and the Columbia Canal Hydroelectric Facility, as requested by the Safety and Risk Management Department. Award to Willis Towers Watson in the amount of \$407,840.00. This vendor is located in Chicago, IL.

Funding Source: Premiums and Policies (6058935-644100). The original budget amount is \$407,840.00.

7. Council is asked to approve a Contract for Citywide Uniform Rental Services, as requested by the Procurement and Contracts Department on August 3, 2022. Award to UniFirst Corporation, using the National Joint Powers Alliance Contract in the amount of \$450,000.00. This firm is located in Lexington, SC.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 16, 2022

Funding Source: Central Stores - Uniforms and Clothing (6208956-624100). The original budget amount is \$450,000.00.

8. Council is asked to approve Professional Services Agreements for Grant Consultant Services, as requested by Executive Management on March 10, 2022. Award to the following firms in a total amount not to exceed \$500,000.00. Project specific administration shall be required, executed, and issued for each grant requested by the City.

Funding Source: Budget, Program Management & Grants - Professional Services (1011116-636600). The original budget amount is \$500,000.00.

Consultant	Category	Not to Exceed Amount
Michael Baker International, Inc. Columbia, SC	Community Development, Economic Development, Disaster Preparedness & Recovery	\$350,000.00
Kimley-Horn Columbia, SC	Infrastructure Development & Maintenance, Transportation / Highway, Sustainability, Transit, Public Safety	\$150,000.00

9. Council is asked to approve the Fiscal Year 2022/2023 Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on August 2, 2022. Award to Everbridge Systems in the amount of \$94,345.03. This firm is located in Columbia, SC.

Funding Source: City Account (1012701-638200) \$47,172.51 and County Account (2082702-638200) \$47,172.52. The original budget amount is \$94,345.03.

10. Council is asked to approve a Contract to Purchase SharePoint Hosting and Maintenance Services, as requested by Columbia Water on August 3, 2022. Award to the Bross Group, as a Sole Source in an amount not to exceed \$189,407.40. This vendor is located in Lakewood, CO.

Funding Source: Engineering Administration - Special Contracts (5511701-638300). The original budget amount is \$189,407.40.

11. Council is asked to approve Contract Amendment #3 for Project SS7560; Lower Crane Creek Equalization Storage, as requested by Columbia Water on June 16, 2022. Award to Hazen and Sawyer in the amount of \$588,283.00. This firm is located in Columbia, SC.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 16, 2022

Funding Source: Water and Sewer Capital Projects - Unforeseen and Miscellaneous Projects - Capital Project Costs (5529999-658650). The current budget amount is \$2,317,415.00. The budget amount for this amendment is \$588,283.00. The total revised budget amount is \$2,905,698.00.

This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Hazen and Sawyer of Columbia, SC is the mentor and will provide project guidance services at 77.72% (\$457,192.00) of the amendment amount. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W) of Chapin, SC, is the protégé and will provide geotechnical field investigation, on-site observation and documentation, and CAD assistance during design services at 20.15% (\$118,555.00) of the amendment amount.

Howard Engineering, Inc. a Minority Business Enterprise (W) of Columbia, SC, will provide electrical services at 2.13% (\$12,536.00) of the amendment amount.

12. Council is asked to approve a Contract for Project SS6911; Annual Sanitary Sewer Root Control, as requested by Columbia Water on July 13, 2022. Award to Duke's Root Control, Inc. in an amount not to exceed \$559,470.00. This contractor is located in Syracuse, NY.

Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer, Stormwater (5516205-SS6911-638305). The original budget amount is \$559,470.00.

13. Council is asked to approve a Contract for Project SS725802; Gravity Sewer from Greenlawn Drive Burnside #1 Pump Station - Phase 2, as requested by Columbia Water on January 27, 2022. Award to Stutts & Williams, LLC, Inc. in an amount not to exceed \$1,969,090.20, which includes contingency. This contractor is located in Lexington, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS725802-658650). The original budget amount is \$1,969,090.20.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 17% CDBE goal. The CDBE percentage is currently at 11.62%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE Program requirements. Stutts & Williams, LLC is the prime contractor and will provide sanitary sewer construction at 62.12% (\$1,112,082.00) of the total contract amount.

The following subcontractors will provide additional services:

Knights Companies of Summerville, SC, will provide flowable fill and manhole services at 5.59% (\$100,000.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE of Lexington, SC, will provide hauling services at 5.03% (\$90,000.00) of the total contract amount.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 16, 2022

Ferguson Waterworks of Elgin, SC, will provide pipe materials at 20.67% (\$370,000.00) of the total contract amount.

AOS Specialty Contractors Inc., a Minority Business Enterprise (W) and a CDBE of Lexington, SC, will provide milling and resurfacing services at 6.03% (\$108,000.00) of the total contract amount.

SCA Underground, a Minority Business Enterprise (W) and a CDBE of West Columbia, SC, will provide closed-circuit television (CCTV) services at 0.56% (\$10,000.00) of the total contract amount.

14. Council is asked to approve a Contract for Project SS7271-22/23; Sanitary Sewer Easement Maintenance, as requested by Columbia Water on April 27, 2022. Award to DS Utilities, Inc. in an amount not to exceed \$2,367,320.00. This contractor is located in Little Mountain, SC.

Funding Source: Engineering-Water and Sewer Improvements (5516205-SS7271-638305). The original budget amount is \$2,367,320.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 10% CDBE goal. The CDBE goal for this project was exceeded at 13%.

DS Utilities, Inc. is the prime contractor and will provide sanitary sewer easement maintenance at 86.91% (\$2,057,320.00) of the total contract amount.

The following subcontractor will provide additional services:

Smoak Construction, LLC, a Minority Business Enterprise (W) and a CDBE of Little Mountain, SC, will provide light to medium clearing and herbicide application at 13.09% (\$310,000.00) of the total contract amount.

15. Council is asked to approve a Contract for Project SD837104; Penn Branch Stabilization Project, as requested by Columbia Water on March 16, 2022. Award to L-J, Inc. in an amount not to exceed \$6,946,515.00, which includes contingency. This firm is located in Cayce, SC.

Funding Source: Stormwater Improvement Capital Project Control - Penn Branch Drainage Improvements - Capital Project Costs (5549999-SD837102-658650). The original budget amount is \$7,175,608.80.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with an 18% CDBE goal. The CDBE percentage is currently at 12.75%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE Program requirements.

L-J, Inc. is the prime contractor and will provide repair or replacement services of existing masonry walls at 83.11% (\$4,810,991.20) of the total contract amount.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 16, 2022

The following subcontractors will provide additional services:

K and D Contracting Services, a Minority Business Enterprise and a CDBE of Columbia, SC, will provide masonry wall scour repair and modular wall services at 12.75% (\$737,979.20) of the total contract amount.

Chason Landscaping of Columbia, SC, will provide landscaping services at 4.14% (\$239,792.10) of the total contract amount.

16. Ordinance No.: 2022-033 - Granting First Renewal to 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

First reading approval was given on August 2, 2022.

ZONING / PLANNING MATTERS - SECOND READING

17. Amendment to the Unified Development Ordinance for Non-Conforming Sites

Ordinance No.: 2022-068 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping and Sec. 17-7.6, Nonconforming Site Features

Proposal: Request to amend Chapter 17 of the Columbia Code of Ordinances to eliminate or reduce requirements that require loss of parking and modify requirements related to non-conforming site features.

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 06/09/2022; Approval (6-0)

First reading approval was given on July 26, 2022.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 16, 2022

ZONING / PLANNING MATTERS - FIRST READING

18. Zoning Map Amendment for 5609 Farrow Road, TMS# 11612-03-02

Ordinance No.: 2022-067 - Amending the Official Zoning Map to modify the zoning for 5609 Farrow Road, Richland County TMS# 11612-03-02

Council District: 1

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to General Commercial District (GC).

Applicant: John C. Sims

Staff Recommendation: Denial

PC Recommendation: 05/12/2022; Approval (4-1)

The public hearing was held on July 26, 2022.

ORDINANCES - FIRST READING

19. Ordinance No.: 2022-076 - Granting an encroachment to Central Midlands Regional Transit Authority (CMRTA), for the use of the right of way area of the 3700 and 3800 blocks of Lucius Road and the 3800 block of River Drive for the installation and maintenance of sidewalks and a bus stop adjacent to 3800 and 3808 Lucius Road, Richland County TMS#09103-07-01
20. Ordinance No.: 2022-077 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement Sec. 2-210 Purchase and sale of real property, exceptions for certain utilities project and site acquisitions
21. Ordinance No.: 2022-078 - Approval for Conveyance of 0.33 acre portion of City property located at 1796 Shady Lane and identified as Richland County TMS#16606-03-09; CF#250-528



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, AUGUST 16, 2022**

RESOLUTIONS

- 22. Resolution No.: R-2022-063 - Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County
- 23. Resolution No.: R-2022-064 - Authorizing the City Attorney's Office to file a petition in the Richland County Court of Common Pleas to close Devine Street at the railroad tracks between Pulaski and Gadsden Streets pursuant to §57-9-10 (Greene Street Phase 2 Road Closure); CF #353-16A and as required by Norfolk Southern
- 24. Resolution No.: R-2022-066 - Authorizing the City Attorney's Office to file a petition in the Richland County Court of Common Pleas to close Gadsden Street at the railroad tracks between Wheat and Rice Streets pursuant to §57-9-10 (Greene Street Phase 2 Road Closure); CF #353-16A and as required by Norfolk Southern

EVENT RESOLUTIONS

- 25. Resolution No.: R-2022-041 - Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1100 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 9, 2022
- 26. Resolution No.: R-2022-062 - Authorizing consumption of beer and wine only at the Rosewood Art and Music Festival at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd., to S. Holly and Gardenia Street, on Saturday, October 15, 2022
- 27. Resolution No.: R-2022-067 - Authorizing consumption of beer and wine only at the Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, September 29, 2022
- 28. Resolution No.: R-2022-070 - Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 17, 2022



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 16, 2022

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

- 29. Administrative Policy Committee Report - The Honorable Edward H. McDowell, Jr.
- 30. Affordable Housing Task Force Report - The Honorable Tina N. Herbert
- 31. Economic and Community Development Committee Report - The Honorable Joe E. Taylor, Jr.
- 32. Healthy Start Funding Request - The Honorable Daniel J. Rickenmann, Mayor

EXECUTIVE SESSION

- 33. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
Homeless Services Contracts
- 34. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)
Municipal Court

ADJOURNMENT



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Update from The COMET - Mr. Derrick Huggins, Interim
Chief Executive Officer & Executive Director of The COMET

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve the Fiscal Year 2022/2023 Contract for Palmetto 800 MHz Radio Airtime, as requested by the Columbia Fire Department on July 26, 2022 & the Columbia Police Department on July 12, 2022. Award to Motorola Solutions, using the SC State Contract in an amount not to exceed \$484,600.00. This vendor is located in Lancaster, SC.

REQUISITION NO.: R217672

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fire Suppression - Maintenance & Service Contract (1012303 - 638200) \$129,600.00 and Police Administrative Services - Other Lease/Rental (1012402-636500) \$355,000.00. The original budget amount is \$484,600.00.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** Motorola - Fire (PDF)
- **#b:** Motorola - Police (PDF)
- **#c:** State Contract (PDF)



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under SC State Contract #4400013556.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Motorola Solutions, with legal address and principal place of business at 500 W. Monroe Street, Chicago, IL 60661 (hereinafter referred to as the “Contractor”), to provide Palmetto 800 MHz Radio Airtime.

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

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

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

3. **TERM OF CONTRACT** – The period of service shall be one (1) year from the commencement date as defined in the Notice to Proceed (NTP).

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

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or services outlined herein.

4. **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 goods and/or 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.

5. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
6. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Columbia Fire Department.
7. **COMPENSATION** – The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed One Hundred Twenty-Nine Thousand Six Hundred Dollars and Zero Cents (\$129,600.00) .

- A. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

- B. ☒ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- C. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). [Final approval of price](#) increase must be approved by the City Manager, City Council and/or an authorized designee.

8. **[SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC STATE CONTRACT #4400013556.](#)**

Contractor agrees, under the terms as outlined in the Scope of Goods and/or services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment,

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

labor, insurance and any other accessories, items and/or goods and/or services necessary to complete the said project.

9. MISCELLANEOUS

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

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

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

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 goods and/or services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

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

“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

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

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

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

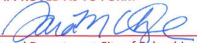
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
7/13/2022

CONTRACTOR

Print

Signature

Date: _____

List of Exhibits

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

Exhibit A – Scope of Services



Customer: Columbia City, Fire Department

Customer Account Number: 6530AB
 Quote Date: 7/13/2022
 Billing Period: 07/01/2022 - 06/30/2023
ANNUAL COST ESTIMATE

Client Care

(800) 353-0101 ext Option 3

Customer Summary

Previous Balance	\$0.00
Subtotal of Current Charges	\$105,003.84
Current Taxes	\$0.00

Summary of Taxes

Tax	Tax Rate	Amount
LOCAL OPT SALES	1.00	\$0.00
SC STATE TAX 6%	6.00	\$0.00
SPECIAL OPT 1%	1.00	\$0.00

A Word From Motorola - Palmetto 800

We appreciate your business!
 Any questions please call 800-353-0101 option 3. Thank you!

Customer Comments

This quote does not include any discounts, fees, or taxes.

Customer
 Cust. Number
 Statement Date
 Invoice Number

Columbia City, Fire Department
 6530AB
 07/01/2022 - 06/30/2023
 ANNUAL COST ESTIMATE

Total Annual Cost

\$105,003.84

Please make checks payable to:
 Motorola Solutions Inc

Columbia City, Fire Department
 1800 Laurel Street
 Columbia, SC 29201

Motorola Solutions Inc
 P.O. Box 404059
 Atlanta, GA 30384-4059



Customer	Columbia City, Fire Department
Cust. Number	6530AB
Statement Date	7/13/2022
Billing Period	07/01/2022 - 06/30/2023
Invoice Number	ANNUAL COST ESTIMATE

Current Charges

<u>Quantity</u>	<u>Description</u>	<u>Item Cost</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
252	3 Sites + 2 Remotes Dispatch Rate	\$34.66	\$8,734.32	\$104,811.84
4	OTAP Ability	\$4.00	\$16.00	\$192.00
252	Dispatch Roaming	\$0.00	\$0.00	\$0.00

Total Annual Cost

Subtotal of Current Charges

\$105,003.84



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under SC State Contract #4400013556.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Motorola Solutions, with legal address and principal place of business at 500 W. Monroe Street, Chicago, IL 60661 (hereinafter referred to as the “Contractor”), to provide Palmetto 800 MHz Radio Airtime.

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

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

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

3. **TERM OF CONTRACT** – The period of service shall be one (1) year from the commencement date as defined in the Notice to Proceed (NTP).

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

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or services outlined herein.

4. **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 goods and/or 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.

5. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
6. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Columbia Police Department.
7. **COMPENSATION** – The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00) .

- A. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

- B. ☒ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- C. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). [Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.](#)

8. **[SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC STATE CONTRACT #4400013556.](#)**

Contractor agrees, under the terms as outlined in the Scope of Goods and/or services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment,

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

labor, insurance and any other accessories, items and/or goods and/or services necessary to complete the said project.

9. **MISCELLANEOUS**

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

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

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

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 goods and/or services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

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

“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

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

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

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
7/13/2022

CONTRACTOR

Print

Signature

Date: _____

List of Exhibits

City of Columbia and Motorola Solutions,
Palmetto 800 MHz Radio Airtime.

Exhibit A – Scope of Services



PROCUREMENT SERVICES

Contract 4400013556

[Back to Initial Screen](#)

Validity Start 07/01/2016

Validity End 06/30/2023

Target Value \$ 13,000,000.00

Bid Invitation

Contract Notes

Vendor 7000007297

Vendor Address MOTOROLA COMMUNICATIONS & ELEC
1460 MONROE HWY
LANCASTER SC 29720

District LANCASTER

Telephone (803) 847-0657

Minority Status Not Applicable

E-mail

Fax Number

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
HUNTER, KAITLYN	Primary Contact	(803) 847-0657	kaitlyn.hunter@motorolasolutions.com
LYNCH, WAYNE	AREA SALES MANAGER	(803) 730-9092	wayne.lynch@motorolasolutions.com

Contract Items

One Item found.

Item Pricing

00010 Palmetto 800 MHZ User Fees

Material Group: 72518 - emergency radio/telephone systems (911 dispatch, etc.) including accessories

Agency: Statewide

[Back to Initial Screen](#)



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Fiscal Year 2022/2023 Renewal of Coban Data Video Mobile Service Solution Maintenance, as requested by the Columbia Police Department on July 13, 2022. Award to COBAN Technologies using the Houston-Galveston Area Council (H-GAC) Cooperative Contract in the amount of \$76,544.29. This vendor is located in Houston, TX.

REQUISITION NO.: R217132

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount is \$76,544.29.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the H-GAC Contract #EF04-21 Vendor, COBAN Technologies at the following cost plus sales tax This is year 2 of 3 of the H-GAC Cooperative Contract.

COBAN Data Video Mobile Service Solution Maintenance	
Base Price	\$70,874.34
SC State Taxes	\$ 5,669.95
PO Total	\$76,544.29

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

ATTACHMENTS:

- **#a:** APPROVED - 22013622 Coban Agreement (PDF)
- **#b:** HGACBuy Contract (PDF)

- #c: HGAC cooperativesmatrix (002) (PDF)
- #d: Memo_CPD_Coban Video Mobile Service Renewals (PDF)

City of Columbia and COBAN Technologies, Inc.,
Law Enforcement Speed Detection & Video
Equipment Solution License Maintenance Renewal



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under HGAC Contract #EF04-21.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and COBAN Technologies, Inc., with legal address and principal place of business at 11375 W. Sam Houston Parkway S., Suite 800 (hereinafter referred to as the “Contractor”), to provide Law Enforcement Speed Detection & Video Equipment Solution License Maintenance Renewal.

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

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

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

3. **TERM OF CONTRACT** – The period of performance shall be from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

City of Columbia and COBAN Technologies, Inc.,
Law Enforcement Speed Detection & Video
Equipment Solution License Maintenance Renewal

and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or services outlined herein.

4. **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 goods and/or 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.

5. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
6. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Police Department.
7. **COMPENSATION** – The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed Seventy-Six Thousand Five Hundred Forty-Four Dollars and Twenty-Nine Cents (\$76,544.29) .

City of Columbia and COBAN Technologies, Inc.,
Law Enforcement Speed Detection & Video
Equipment Solution License Maintenance Renewal

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

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

- B. ☐ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- C. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). **Final approval of price** increase must be approved by the City Manager, City Council and/or an authorized designee.

City of Columbia and COBAN Technologies, Inc.,
Law Enforcement Speed Detection & Video
Equipment Solution License Maintenance Renewal

8 . SPECIFIC TERMS AND CONDITIONS PURSUANT TO HGAC #EF04-21.

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

9. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

City of Columbia and COBAN Technologies, Inc.,
Law Enforcement Speed Detection & Video
Equipment Solution License Maintenance Renewal

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

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

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

City of Columbia and COBAN Technologies, Inc.,
Law Enforcement Speed Detection & Video
Equipment Solution License Maintenance Renewal

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of goods and/or services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and COBAN Technologies, Inc.,
Law Enforcement Speed Detection & Video
Equipment Solution License Maintenance Renewal

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:_____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/2/2022

CONTRACTOR

Print

Signature

Date:_____

City of Columbia and COBAN Technologies, Inc.,
Law Enforcement Speed Detection & Video
Equipment Solution License Maintenance Renewal

List of Exhibits

Exhibit A – Scope of Services



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 401117
Date: 5/23/2022
Page: 1 of 5

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Anita Higgins
Columbia Police Department (Columbia, SC)
1800 Main Street 2nd Floor
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2023 MAINTENANCE	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 6/22/22

Line	Item Number	Description	Quantity	Unit Price	Extended
1	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 30 DVMS SOLUTION LICENSE for: PO # P130404 Invoice # 5558 (Date: 1/25/13) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)	30	150.00 /UT	4,500.00
2	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 35 DVMS SOLUTION LICENSE for: PO # P141793 Invoice # 7891 (Date: 4/04/14) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)	35	150.00 /UT	5,250.00
3	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P141609 Invoice # 7773 (Date: 3/21/14) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)	1	150.00 /UT	150.00
4	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P143052 Invoice # 8555 (Date: 8/07/14) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
5	WMAIN-117	COBAN AUTOMATED DVD SOLUTION RENEWAL 1 DVMS AUTO DVD BURNER SOLUTION LICENSE for: PO # P145965 Invoice # 8845 (Date: 9/30/14) 7/01/2022 to 6/30/2023 (\$620/365 * 365 = \$620)	1	620.00 /UT	620.00
6	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 10 DVMS SOLUTION LICENSE for: PO # P146242 Invoice # 9012 (Date: 10/24/14) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)	10	150.00 /UT	1,500.00
7	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
8	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3 DVMS SOLUTION LICENSE for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)	3	150.00 /UT	450.00
9	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 33 DVMS SOLUTION LICENSE for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)	33	150.00 /UT	4,950.00
10	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	2	150.00 /UT	300.00

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Sales Rep : PMO	Shipping Via:	Due Date: 6/22/22

Line	Item Number	Description	Quantity	Unit Price	Extended
		2 DVMS SOLUTION LICENSE for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
11	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	150.00 /UT	150.00
		1 DVMS SOLUTION LICENSE for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
12	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL	1	1,195.00 /UT	1,195.00
		1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 7/01/2022 to 6/30/2023 (\$1195/365 * 365 = \$1195)			
13	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE	1	2,295.00 /UT	2,295.00
		1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 7/01/2022 to 6/30/2023 (\$2295/365 * 365 = \$2295)			
14	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	4	260.00 /UT	1,040.00
		4 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 7/01/2022 to 6/30/2023 (\$260/365 * 365 = \$260)			
15	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL	1	1,195.00 /UT	1,195.00
		1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2022 to 6/30/2023 (\$1195/365 * 365 = \$1195)			
16	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE	1	2,295.00 /UT	2,295.00
		1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2022 to 6/30/2023 (\$2295/365 * 365 = \$2295)			
17	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	2	260.00 /UT	520.00
		2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2022 to 6/30/2023 (\$260/365 * 365 = \$260)			
18	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	2	260.00 /UT	520.00

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Sales Rep : PMO		Shipping Via:		Due Date: 6/22/22	
Line	Item Number	Description	Quantity	Unit Price	Extended
		2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P158668 Invoice # 12132 (Date: 6/27/16) 7/01/2022 to 6/30/2023 (\$260/365 * 365 = \$260)			
19	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	14	150.00 /UT	2,100.00
		14 DVMS SOLUTION LICENSE for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
20	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	4	150.00 /UT	600.00
		4 DVMS SOLUTION LICENSE for: PO # P159838 Invoice # 12436 (Date: 8/19/16) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
21	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	47	150.00 /UT	7,050.00
		47 DVMS SOLUTION LICENSE for: PO # P161855 Invoice # 13238 (Date: 1/20/17) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
22	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	150.00 /UT	150.00
		1 DVMS SOLUTION LICENSE for: PO # P166454 Invoice # 14531 (Date: 8/31/17) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
23	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	26	150.00 /UT	3,900.00
		26 DVMS SOLUTION LICENSE for: PO # P168334 Invoice # 15422 (Date: 3/02/18) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
24	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	2	150.00 /UT	300.00
		2 DVMS SOLUTION LICENSE for: PO # P168952 Invoice # 15848 (Date: 6/04/18) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
25	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	2	150.00 /UT	300.00
		2 DVMS SOLUTION LICENSE for: PO # P169850 Invoice # 15565 (Date: 3/23/18) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
26	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	150.00 /UT	150.00
		1 DVMS SOLUTION LICENSE for: PO # P170176 Invoice # 15758 (Date: 5/03/18) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
27	WMAIN-117	COBAN AUTOMATED DVD SOLUTION RENEWAL	1	30.58 /UT	30.58

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Sales Rep: PMO		Shipping Via:		Due Date: 6/22/22	
Line	Item Number	Description	Quantity	Unit Price	Extended
		1 DVMS AUTO DVD BURNER SOLUTION LICENSE for: PO # P171335 Invoice # 16163 (Date: 6/13/18) 6/13/2023 to 6/30/2023 (\$620/365 * 18 = \$30.58)			
28	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL	109	90.00 /UT	9,810.00
		109 DVMS BWC SOLUTION LICENSE for: PO # ECHO SWAP TO FOCUS Invoice # 18559 (Date: 10/26/18) 7/01/2022 to 6/30/2023 (\$90/365 * 365 = \$90)			
30	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL	50	90.00 /UT	4,500.00
		50 DVMS BWC SOLUTION LICENSE for: PO # P175095 Invoice # 19382 (Date: 12/07/18) 7/01/2022 to 6/30/2023 (\$90/365 * 365 = \$90)			
31	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	3	150.00 /UT	450.00
		3 DVMS SOLUTION LICENSE for: PO # P177498 Invoice # 22373 (Date: 6/07/19) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
32	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	18	150.00 /UT	2,700.00
		18 DVMS SOLUTION LICENSE for: PO # P177671 Invoice # 22213 (Date: 5/24/19) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
33	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	4	150.00 /UT	600.00
		4 DVMS SOLUTION LICENSE for: PO # P180972 Invoice # 25057 (Date: 10/25/19) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
34	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	150.00 /UT	150.00
		1 DVMS SOLUTION LICENSE for: PO # P183268 Invoice # 29852 (Date: 3/17/20) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
35	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	54	150.00 /UT	8,100.00
		54 DVMS SOLUTION LICENSE for: PO # P181081 Invoice # 27293 (Date: 1/06/20) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
36	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	3	150.00 /UT	450.00
		3 DVMS SOLUTION LICENSE for: PO # P182084 Invoice # 27292 (Date: 1/06/20) 7/01/2022 to 6/30/2023 (\$150/365 * 365 = \$150)			
37	WMAIN-113	COBAN DVMS DR MANAGER SOLUTION RENEWAL	1	1,195.00 /UT	1,195.00

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Account No.: 4022		Your P/O No.: 2023 MAINTENANCE		Terms: Net 30		
Sales Rep : PMO		Shipping Via:		Due Date: 6/22/22		
Line	Item Number	Description		Quantity	Unit Price	Extended

		1 DVMS DR MANAGER SOLUTION LICENSE for: PO # P184455 Invoice # 31609 (Date: 6/10/20) 7/01/2022 to 6/30/2023 (\$1195/365 * 365 = \$1195)			
38	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	4	202.19 /UT	808.76
		4 DVMS SOLUTION LICENSE for: PO # P187498 Invoice # 38119 (Date: 2/23/21) 2/24/2022 to 6/30/2023 (\$150/365 * 492 = \$202.19)			

*** HGAC Contract # EF04-21

Sub Total: 70,874.34

Sales Tax: (8.00%)

Total Amount: 70,874.34

Balance:	70,874.34
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H-GAC

Houston-Galveston Area Council

P.O. Box 22777! · 3555 Timmons! · Houston, Texas 77227-2777

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and COBAN Technologies, Inc., hereinafter referred to as the Contractor, having its principal place of business at 11375 W. Sam Houston Parkway S, #800, Houston, TX 77031.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in WXXWUf ad bda _g^YSfWV Vgd[^Y fZW fWd _ aX fZ[e <YdWW _W`f\* [ ^U^gV[ ^Y i [fZagf ^[\_ [fSf[a`* i ad]Wder Ua _bW`eSf[a` laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

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ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) n A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 >a_b, b, /67) S`V /0467 (1 >AK ISdf /767 >a\_b, b, 013)\* o?WTSd\_W`f S`V LgebW`e[a`,p L< F @jU^ge[a`e contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

5GI>7A9 14 <D5A ; DG 7DCIG57I>C< L>I = HB 5AA 5C8 B>CDG>IN 6JH>C9HH9H L DB 9CjH BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-B<>re goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. I^SU[`Y cgS^X[WV e\_ S^m S`V _[`ad[fk Tge[`WeeWe S`V i a\_W`re Tge[`Wee W`fwdbd[eWe a` ea^U[fSf[a` ^[efe9
2. <eegd[`Y fZSf e\_ S^m S`V _[`ad[fk Tge[`WeeWe S`V i a\_W`re Tge[`Wee W`fwdbd[eWe SdW ea^U[fWV i ZW`WhWd they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit _Sj[_g_ bSdf[U[bSf[a` Tk e\_ S^m S`V _[`ad[fk Tge[`WeeWe* S`V i a\_W`re Tge[`Wee W`fwdbd[eWe9
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small S`V \_[`ad[fk Tge[`WeeWe\* S`V i a_W`re Tge[`Wee W`fwdbd[eWe9
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

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NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Apr 01 2021 and ends Mar 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must TW U^WSd^k [`V[USfWV [ `fZW >a` fdSufadre egT \_\_[ee[a` bd[ad fa Ua` fdSuf S i SdV, MZW Sbb^[UST[^[fk ad SUUwbfs` UW ax these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform __Sk SXXWuf >a` fdSufadrs ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any

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subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

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Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-B<> dWeWdhWe fZW d[YZf fa dW\WUf S`k W`f[k Suf[`Y a` fZW >a`fdSufadre TWZS^X ad dWXgeW fa SVV W`f[f[We after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

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notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost
materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and
Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases
set out below. The price decrease shall become effective upon H-B
Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract
pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increases and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a

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UZSdYWw* qUa _b^[S` UW UZSdYWw\* qdWUahWdk UZSdYWw\* WfU,)\* SdW S^ea Ua`e[VWdWw fa TW bd[UW UZS`YWe, Aad bgT^[eZWV
catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new
published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The
request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent necessary to maintain the same level of profit as was achieved on the original contract. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

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If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-B<> VaWe `af SbbdahW >a`fdSUFadre bd[UW [`UdWSeW\* >a`fdSUFad _Sk terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill S`k agfefs`V[`Y IgdUZSeW HdVWde, MWd\_ [ `Sf[a` aX bWdXad\_ S`UW [e >a`fdSUFadre a`^k dW_ WVk [X C-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-B<>, ?W^[hWdk _SVW i [fZagf egUZ IgdUZSeW HdVWd i [^ TW Sf >a`fdSUFadre d[e] S`V i [^ ^WShW H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or dWXg`V Xad S`k VWUdWSeW [` bd[UW bWd >gefa\_ Wdre bdWXWdW` UW, H` [fW_ e dWfurned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have fZW abf[a` aX SUUWbf[ `Y S`k Wcg[hS^W` f bdaVgUf ad US` UW^[ `Y fZW [fW_ Xda_ >gefa_ Wdre IgdUZSeW HdVWd, >a`fdSUFad is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the <YdWW_ W` f9 S`k i SddS` f[W e aXXWdWV Tk S VWS^Wd i [^ TW [ ` SVV[f[a` fa fZW \_S` gXSufgdWdre efs` VSdV i SddS` fk S`V will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

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ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

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- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC officer or family member exists.
- B. **Certificate of Interested Parties Form g Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and other federal requirements. Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and

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policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor bWdfS[` Y fa fZ[e <YdWW \_W`f ad i Z[UZ i ag`V SVhWdeW`k SXXWUf fZW >a`fdSufadre ST[^fk fa bWdXad _ eWdh[UWe under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-B<>re ^[ST[^fk g`VWd fZ[e <YdWW \_W`f* i ZWfZWd Xad TdWSUZ aX Ua`fdSuf\* i SddS`fk* `WY^[YW`UW* efd[Uf ^[ST[^fk* [` tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arisi`Y Se S dWeg`f aX >a`fdSufadre `WY^[YW`f Suf ad a \_[ee[a` g`VWd fZ[e <YdWW \_W`f, Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

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ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

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ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable.

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in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete <YdWW _W`f (o<YdWW \_W`fp) Tetween the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

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H-GAC

Houston-Galveston Area Council

P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

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COBAN Technologies, Inc.

Signature

Mark Griffin

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Name Mark Griffin

Title Vice President-Safe Fleet Law
Enforcement Business

Date &"\$'" "%#%\$

H-GAC

DocuSigned by:

Signature

Chuck Wemple

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Name Chuck Wemple

Title Executive Director

Date &"\$'" "%#%\$

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and <a`fdSufadre Response to the Bid/Proposal.

ARTICLE 2: END JH; G 6=G; ; B ; C I H %h; J 6 i &

H-@9< SU]`a i ^WVYWe fZSf fZW >F= LJ>I \_Sk UZaaew fa W`fwd [`fa S` >`V LeWd 9YdWW \_W`f 'o>L 9(i [fZ fZW Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-@9<re SU]`a i ^WVYW \_W`f [e `af S` W`Vadew \_W`f ad SbdbhS^ aX fZW >`V LeWd 9YdWW \_W`fre fwd _e and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions fZSf Ua`X^Uf i [fZ fZaew [ ` <a`fdSufadre 9YdWW \_W`f i [fZ A-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall [`WSUZ [ `efs`UW) Ua`f [`gW bgdegS`f fa fZW >L 9re efSfWw fwd _e S`V VgdSf[a`+ HgdegS`f fa fZW fwd _e aX fZ[e Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date aX <a`fdSufadre \_aef XShadST^W bSef SYdWW \_W`f i [fZ S`afZWd W`ffk+ <a`fdSufad eZS^ bdah[de the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, SXfWd VgW Ua`e[VWdSf[a` aX <a`fdSufadre i d[ffW` W j b^S`Sf[a`) _Sk VWU^`W fa SUUWbf egUZ W j planation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, bdabaeWd ad Ua`fdSufad) i Z[UZ SdW `af i [fZ[`T[VVVWdie,bdabaeWdre Ua`fda^ QW j S _b^W8 S _S`gXSUfgdWdie T[V concession], or to any prices offered to the Federal Government and its agencies.

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ARTICLE 4: PARTY LIABILITY

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ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) Tge[`Wee VSke SXfWd dWUW[bf aX S` >F= LJ> I re bSk_W`f) i Z[UZWd Ua\_We X[def) `af i [fZefS`V[`Y <a`fdSUFadre receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-@9 <re <aabWdSf[hW HgdUZSe[`Y HdaYdS_ fa execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

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- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-@9 <re Ua`fdSUfgS^ dWcg[dW\_ W`ts DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

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ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

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ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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/+ o<a _bS`kp _WSns a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization n specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

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ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

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In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the VVX[[f[a` aX oXVVWdS^k See[efWV Ua` efdgUf[a` Ua` fdSUfp [` 1. <? I HSdf 3--1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-.+1'T() [ ` SUUadVS`UW i [fZ >jWUgf[hW GdVWd . . /13) o>cgS^ > \_b^ak \_W`f Gbbadfg`[fkp '0- ? I . /0.6) . /602) 0 <? I HSdf) .631-1965 Comp., pg.339), as amended by >jWUgf[hW GdVWd . . 042) o9 \_W`V[`Y >jWUgf[hW GdVWd . . /13 I W^Sf[`Y fa >cgS^ > _b^ak _W`f Gbbadfg`[fkp S`V [ \_b^W \_W`f[`Y dWYg^Sf[a`e Sf 1.<? I HSdf 3-) oGXX[UW aX ?WVWdS^ <a`fdSuf <a \_b^[S`UW HdaYdS_e) >cgS^ > _b^ak _W`f Gbbadfg`[fkp) =WbSdf _W`f aX DSTad+p

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor SYdWWe fZSf egUZ bdah[e[a` Sbb^[We fa S`k Ua` fdSuf fZSf \_WWfe fZW VVX[ [f[a` aX oXVVWdS^k See[efWV Ua` efdgUf[a` Ua` fdSUfp [ ` 1. <? I HSdf 3--1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a n 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

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every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) n Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form n DDD) o=[eU^aegdW ?ad_ fa I Wbadf DaTTk[`Yp) [ ` SUUadVS` UW i [fZ [fe [ `efdgUf[a`e+
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

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ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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./ '& ,)	- A65@ 0@ - 5B 3-89A 2B=7=@< - 505>A< . ; ;970-E9 & '%*%' '%'	'% #

PUBLIC SOLICITATION PROCESS							
------------------------------------	--	--	--	--	--	--	--

Cooperative	Has your cooperative established parameters or requisites for determining what specific products or services should be solicited through the cooperative? If yes, please describe.	Who makes the final determination on what products or services will be solicited?	Who develops the solicitation documents?	What steps does the cooperative take to ensure transparency in the solicitation process?	How does the cooperative ensure compliance with federal, state and local statutes/laws/ordinances related to public procurement?	Does the cooperative mandate the inclusion of specific terms and conditions in the solicitation documents?	How and where are solicitations advertised or publicly posted?
HGAC Cooperative Purchasing Program	New product recommendations can be submitted by Board of Directors, End User Advisory Committee, Vendor Advisory Committee, Houston-Galveston Area Council Management/Employees, HGAC Cooperative Purchasing Program Staff and any individual participating member/supplier.	Program Coordinators (Purchasing, Procurement (presently open), Contract Management	Purchasing Section, but on rare occasions Program Manager, Contract Manager, or Procurement Coordinator have participated in solicitation development.	All solicitations are sent to all Coordinators and Managers before advertisement; All solicitations are reviewed by Department Director before award; All solicitations are advertised in local and national media; A Public Pre-Bid/Proposal meeting is held for each solicitation; All contract awards are made by the Board of Directors; All solicitation and award actions are available to the public.	Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes".	Our cooperative has a boiler plate of terms and conditions and product specific terms and conditions that is inserted into every solicitation.	Solicitations are advertised twice in a large circulation newspaper and on that newspaper's website, once in 2 local minority-owned newspapers, and are posted on H-GAC's website.



We Are Columbia

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

FROM: Chief William (Skip) Holbrook, Chief of Police
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer

DATE: August 11, 2022

Subject: Recommendation for Approval (Renewal of COBAN Data Video Mobile Service Solution Maintenance) for the period July 1, 2022 through June 30, 2023

The Department of Procurement and Contracts, in coordination with the Columbia Police Department (CPD), respectfully request your review and approval of the aforementioned renewal of Coban Data Video Services for fiscal year 2022/2023.

The funding request for COBAN is to allow the Police Department continued access to videos and software maintenance until transitioning to AXON.

The Police Department uses COBAN's Data Video Management System (DVMS) Solution to access the current in-car and body camera videos. As the Police Department transitions to newer AXON in-car and body camera technology, the Police Department must maintain the COBAN licenses to allow access to current COBAN videos until they migrate to AXON.

This funding request will provide access to COBAN data through the fiscal year 2022/2023, giving sufficient time to migrate priority data from COBAN to AXON.

To further assist with contract language, the following provides the determination of an extension versus a renewal:

Extension – A contract that is set to expire and circumstances dictate that a contract needs to be extended beyond the contracted expiration date.

Renewal – A contract that has an initial term, but the contract addresses how the parties may mutually agree to continue or renew services past the initial term. The renewal options must be clearly identified in the agreement or contract.



We Are Columbia

This procurement (MT No. 7748 COBAN Technologies) has been entered as a Consent Agenda Item on the August 16, 2022 council agenda.

City's Procurement Code Reference:

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

Item (10) When purchasing through a cooperative purchasing arrangement.

The current procurement method recommended for 2022/23 will be to continue utilizing the Houston-Galveston Area Council (H-GAC) Cooperative Contract, until full migration to AXON.

No City of Columbia Compliance programs were applied to this national Cooperative procurement.

In an effort to continue the current contractual services and to avoid any lapse in services, the City released an Intent to Renew or Extend letter to most suppliers and contractors which is subject to final approval by the City Manager, Mayor and other members of City Council. With your approval, a notice to proceed will be issued with an effective date of July 1, 2022 and shall terminate on June 30, 2023.

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



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of 75 Safariland Body Armor Male Panel Sets, as requested by the Columbia Police Department on July 11, 2022. Award to Lawmen's Distribution, LLC using the SC State Contract in the amount of \$74,925.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R216807

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100). The original budget amount is \$74,925.00

CLEAN WATER 2020?: No

We respectfully request approval for this purchase using the SC State Contract #4400018551 vendor, Lawmen's, at the following cost plus sales tax.

Qty.	Description	Unit Price	Extended Amount
75	Body Armor	\$925.00	\$69,375.00
	SC Tax 8%		\$ 5,550.00
	Total Cost		\$74,925.00

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

ATTACHMENTS:

- **#a:** APPROVED - 22013621 Lawmen's Agreement (PDF)
- **#b:** SC State Contract (PDF)

City of Columbia and Lawmen's,
Ballistic and Stab Resistant Body
Armor



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under SC State Contract #4400018551

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Lawmen's, with legal address and principal place of business at 4961 Broad River Road, Suite B, Columbia, SC 29212 (hereinafter referred to as the “Contractor”), to provide Ballistic and Stab Resistant Body Armor.

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

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

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

3. **TERM OF CONTRACT** – The period of performance shall be from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

City of Columbia and Lawmen's,
Ballistic and Stab Resistant Body
Armor

of each period.

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or services outlined herein.

4. **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 goods and/or 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.

5. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
6. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Columbia Police Department.
7. **COMPENSATION** – The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed Seventy-Four Thousand Nine Hundred Twenty-Fve Dollars and Zero Cents (\$74,925.00) .

City of Columbia and Lawmen's,
Ballistic and Stab Resistant Body
Armor

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

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

- B. ☐ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- C. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). [Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.](#)

City of Columbia and Lawmen's,
Ballistic and Stab Resistant Body
Armor

8. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC STATE CONTRACT #4400018551.**

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

9. **MISCELLANEOUS**

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

City of Columbia and Lawmen's,
Ballistic and Stab Resistant Body
Armor

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

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

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

City of Columbia and Lawmen's,
Ballistic and Stab Resistant Body
Armor

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of goods and/or services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Lawmen's,
Ballistic and Stab Resistant Body
Armor

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:_____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/2/2022

CONTRACTOR

Print

Signature

Date:_____

City of Columbia and Lawmen's,
Ballistic and Stab Resistant Body
Armor

List of Exhibits

Exhibit A – Scope of Services



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

R216807

SALES QUOTE

SQ-378998

7/1/2022



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact		Ship To	
CITY OF COLUMBIA ATTN: ACCOUNTS PAYABLE PO BOX 147 COLUMBIA SC 29217 Tel: (803)545-3414, (803)545-3571 Fax: (803)343-8720				CITY OF COLUMBIA PATRICK GOODWIN 1 JUSTICE SQUARE COLUMBIA SC 29201 Tel: (803)545-3571	
Account	Terms	Due Date	Account Rep	Schedule Date	
COLA	NET 30 Days	7/31/2022	Jerald Branz	7/1/2022	
Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-378998		GOODWIN	FACTORY DIRECT	1	7/1/2022 3:24:53PM
L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	SC STATE CONTRACT 4400018551				
2					
3	SBA1350429M / A83392068287 / SAFARIARMOR Safariland Armor 1350429-M Hardwire 51 Level 2 A7 - Male Panel Set	75	\$925.00 EA	\$0.00	\$69,375.00
4	SBA1348925NV / A06901038203 / SAFARIARMOR Safariland Armor 1348925 M Series Concealable Carrier Navy	150	\$0.00 EA	\$0.00	\$0.00
5	SBA122090258 / A05705770853 / SAFARIARMOR Safariland 1220902-58 Soft Trauma Plate 5" X 8"	75	\$0.00 EA	\$0.00	\$0.00
6	*ABOVE ITEMS SOLD AS A PACKAGE DEAL*				
7	**FREE FREIGHT**				
**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.			Tax Details SCLOTRANS \$5550.000		Taxable Total Tax Exempt Total Balance
					\$69,375.00 \$5,550.00 \$0.00 \$74,925.00 \$74,925.00



PROCUREMENT SERVICES

Contract 4400018551

[Back to Initial Screen](#)
Validity Start 05/07/2018

Validity End 05/06/2023

Target Value \$ 1,300,000.00

Bid Invitation [5400014787](#)

Contract Notes

Vendor 7000231559

Vendor Address LAWMENS DISTRIBUTION LLC
3319 ANVIL PLACE
RALEIGH NC 27603

District WAKE

E-mail ashley.pomerville@lawmens.com
Telephone (800) 426-3486

Fax Number
Minority Status Not Applicable

Home Page <http://lawmens.com>
Other URL

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
COLE, KORRY	Emergency Contact	(919) 376-5809	korry.cole@lawmens.com
POMERVILLE, ASHLEY	Primary Contact	(919) 779-6141	ashley.pomerville@lawmens.com
POMERVILLE, ASHLEY	DEPARTMENTAL SALES MANAGER	(800) 426-3486 ext 241032	ashley.pomerville@lawmens.com

Attachments

7 Attachments found, displaying all Attachments.

Attachment Title	Date/Time Posted
Amendment 1.rtf	05/15/2018 12:09:55 PM
ITA Lawmens.rtf	04/26/2018 04:32:31 PM
Protech armor msrp.xlsx	04/26/2018 04:20:51 PM
Protech hard MSRP.xlsx	04/26/2018 04:21:08 PM
Safariiland price list.xlsx	04/26/2018 04:21:30 PM
SLD legacy price list.xlsx	04/26/2018 04:21:50 PM
Solicitation.docx	06/02/2018 08:48:02 AM

Contract Items

3 Items found, displaying all Items.

Item Pricing
00001 Concealable Body Armor: Discount % = 45% Material Group: 34574 - personal protective equipment (ppe), (bloodborne pathogen protection), not listed elsewhere Agency: Statewide
00002 Tactical Body Armor: Discount % = 45% Material Group: 34574 - personal protective equipment (ppe), (bloodborne pathogen protection), not listed elsewhere Agency: Statewide
00003 Accessories & Supplies Discount % = 35% Material Group: 34574 - personal protective equipment (ppe), (bloodborne pathogen protection), not listed elsewhere Agency: Statewide

[Back to Initial Screen](#)



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Safety & Risk Management

FROM: *H. Rumph, Safety & Risk Management Director*

SUBJECT: Council is asked to approve the Fiscal Year 2022/2023 Renewal of the Excess Workers Compensation Insurance Policy, as requested by the Safety and Risk Management Department. Award to Safety National/Atlantic Intermediaries in the amount of \$218,713.00. This vendor is located in Burlington, NC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Worker's Compensation Administration Insurance and Bonding (6098939-636200). The original budget amount is \$218,713.00.

ATTACHMENTS:

- **#a:** 2022 TY Safety National Casualty Corp. - City of Columbia Invoice (PDF)



Client Premium Invoice

Date: June 24, 2022

Attention: Tosca Walls, Companion Third Party Administrators, LLC

Invoice #: 1063-20220701-01-01

Atlantic Reference: M001.XS1.1063.15

Ceding Company: Companion Third Party Administrators
 Contract: Workers Compensation Excess
 Insured: City of Columbia, SC

Contract Period: 07/01/2022 - 07/01/2023
 Policy Number: SP 4066829
 Due Date: July 1, 2022 One Annual Payment
 Accounting Period: (07/01/2022 - 06/30/2023)
 Currency: \$ (U.S. Dollars)

	<u>Deposit Premium</u>
New Excess	\$ 218,713.00

Net due (to)/from Company	<u>\$ 218,713.00</u>
----------------------------------	-----------------------------

Contact: Ed Wilson, Accounting Manager
 (336) 506-9218
 ewilson@atlantic-int.com



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Safety & Risk Management

FROM: *H. Rumph, Safety & Risk Management Director*

SUBJECT: Council is asked to approve the Fiscal Year 2022/2023 Renewal of Property Insurance Policies for Citywide Buildings and the Columbia Canal Hydroelectric Facility, as requested by the Safety and Risk Management Department. Award to Willis Towers Watson in the amount of \$407,840.00. This vendor is located in Chicago, IL.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Premiums and Policies (6058935-644100). The original budget amount is \$407,840.00.

ATTACHMENTS:

- **#a:** WTW Invoice (PDF)



Remit via Standard US Mail:
 Willis Towers Watson Southeast, Inc.
 29754 Network Place
 Chicago, IL 60673-1297

(704) 376-9161

INVOICE

No. 3290041

Due Upon Receipt

Account Code	Total Due	Date
COLUMBI-01	\$106,000.00	6/30/2022

Site ID:

City of Columbia
 Attn: Chip Timmons
 P.O. Box 147
 Columbia, SC 29217

Please return this portion with your payment

Make checks payable to: Willis Towers Watson Southeast, Inc.

Item #	Effective Date	Policy Number	Carrier	Amount
	Description		Policy Period	
20349137	07/01/2022	LHD925697	Landmark American Insurance Company	\$100,000.00
	Renewal Business		07/01/2022 to 07/01/2023	
	Property - Hydro Plant			
20349139	07/01/2022	LHD925697	Landmark American Insurance Company	\$6,000.00
	Surplus Lines Tax		07/01/2022 to 07/01/2023	
	Property - Hydro Plant			
Sub-Total:				\$106,000.00
Total Due:				\$106,000.00

ACH/WIRING INSTRUCTIONS

BANK NAME: Truist, Atlanta, GA
 ABA#061000104 Acct#1000261640147
 ACCOUNT NAME: Willis Towers Watson Southeast, Inc.
 PLEASE REFERENCE INVOICE NUMBER

Please send remittance details to NCA.Receivables@willistowerswatson.com

LOCKBOX OVERNIGHT ADDRESS

JP Morgan Chase
 Attn: Willis Towers Watson Southeast, Inc. #29754
 131 S. Dearborn, 6th Floor
 Chicago, IL 60603

6/30/2022

City of Columbia
 Invoice No. 3290041

Page 1 of 1

Willis Towers Watson (hereafter referred to as "WTW") is a member of a major international group of companies. In addition to the compensation received by WTW from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by WTW corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. The compensation that will be paid to WTW will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business WTW provides to the insurer or the profitability of insurance contracts WTW provides to the insurer also may affect compensation. Upon request, WTW will provide you with additional information about the compensation WTW expects to receive based in whole or in part on your purchase of insurance.



Remit via Standard US Mail:
 Willis Towers Watson Southeast, Inc.
 29754 Network Place
 Chicago, IL 60673-1297

(704) 376-9161

INVOICE

No. 3290049

Due Upon Receipt

Account Code	Total Due	Date
COLUMBI-01	\$301,840.00	6/30/2022

Site ID:

City of Columbia
 Attn: Chip Timmons
 P.O. Box 147
 Columbia, SC 29217

Please return this portion with your payment

Make checks payable to: Willis Towers Watson Southeast, Inc.

Item #	Effective Date	Policy Number	Carrier	Amount
	Description		Policy Period	
20349177	07/01/2022	RMP5087070640	Continental Casualty Company	\$301,840.00
	Renewal Business		07/01/2022 to 07/01/2023	
	Commercial Property			

Sub-Total: \$301,840.00

Total Due: \$301,840.00

ACH/WIRING INSTRUCTIONS

BANK NAME: Truist, Atlanta, GA
 ABA#061000104 Acct#1000261640147
 ACCOUNT NAME: Willis Towers Watson Southeast, Inc.
 PLEASE REFERENCE INVOICE NUMBER

Please send remittance details to NCA.Receivables@willistowerswatson.com

LOCKBOX OVERNIGHT ADDRESS

JP Morgan Chase
 Attn: Willis Towers Watson Southeast, Inc. #29754
 131 S. Dearborn, 6th Floor
 Chicago, IL 60603

6/30/2022

City of Columbia
 Invoice No. 3290049

Page 1 of 1

Willis Towers Watson (hereafter referred to as "WTW") is a member of a major international group of companies. In addition to the compensation received by WTW from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by WTW corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. The compensation that will be paid to WTW will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business WTW provides to the insurer or the profitability of insurance contracts WTW provides to the insurer also may affect compensation. Upon request, WTW will provide you with additional information about the compensation WTW expects to receive based in whole or in part on your purchase of insurance.



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Citywide Uniform Rental Services, as requested by the Procurement and Contracts Department on August 3, 2022. Award to UniFirst Corporation, using the National Joint Powers Alliance Contract in the amount of \$450,000.00. This firm is located in Lexington, SC.

REQUISITION NO.: R217890

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Central Stores - Uniforms and Clothing (6208956-624100). The original budget amount is \$450,000.00.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** APPROVED - 22013623 Unifirst Agreement (PDF)
- **#b:** NJPA Contract (PDF)



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under Sourcewell Contract #040920-UFC

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Unifirst, with legal address and principal place of business at 1024 Industrial Court, Lexington SC 29072 (hereinafter referred to as the “Contractor”), to provide Uniforms, Mats, Rags, Shop Towels and Wiping Cloths.

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

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

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

3. **TERM OF CONTRACT** – The period of performance shall be for an initial term of ten (10) months with the option to renew for three additional one-year periods from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. All price will remain in effect throughout term of any potentially awarded contract.

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

date of each period.

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or services outlined herein.

4. **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 goods and/or 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.

5. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
6. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Procurement & Contracts Department.
7. **COMPENSATION** – The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00).

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

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

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

- B. ☐ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- C. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). [Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.](#)

8 . SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #040920-UFC

Contractor agrees, under the terms as outlined in the Scope of Goods and/or services and at

his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or goods and/or services necessary to complete the said project.

9. MISCELLANEOUS

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

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

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

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

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

“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/2/2022

CONTRACTOR

Print

Signature

Date: _____

List of Exhibits

Exhibit A – Scope of Services

**Solicitation Number: RFP #040920****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **UniFirst Corporation**, 68 Jonspin Road, Wilmington, MA 01860 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 22, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. Vendor's Equipment, Products, or Services consist exclusively of textile products or services, and will identified as Products or Services in this Contract.

All purchased Products provided under this Contract must be new/current model. All rented Products provided under this Contract will be new at the time each location is initially installed into service. Vendor may offer close-out or refurbished Products if they are clearly indicated in Vendor's product and pricing list.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Products and Services furnished are free from liens and encumbrances. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry. Vendor makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Products and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Products or Services under this Contract will be priced as stated in Vendor's Proposal. The prices stated in Vendor's Proposal are calculated based on a five (5) year contract term commitment. Four (4) year contract term commitments will require a five percent (5%) price increase. Three (3) year contract term commitments will require a ten percent (10%) price increase. All prices submitted are exclusive of any applicable sales taxes. All such sales taxes shall be listed as a separate line item on the underlying invoice and paid directly by UniFirst to the appropriate taxing authority.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Products or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Products must be properly packaged. Damaged Products may be rejected. If the damage is not readily apparent at the time of

delivery, Vendor must permit the Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Products that arrive in a defective or inoperable condition.

Vendor will repair any rental item or reperform any services which do not comport with the Sourcewell's specifications or requirements as set forth in the Contract and issue credits for any Services that do not comport with said specification and/or requirements. The Products are processed and delivered on a weekly basis, each week, continuously throughout the term of the Contract. As such, the applicable warranty period for such rental Products is one (1) week.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Products. In the event of the delivery of nonconforming Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Products with conforming Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Products or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Products or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Product or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Products or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Products and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Products or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Products or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Products or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor.

Typically, a Participating Entity will enter into a local service contract directly with Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate their local service contract, in whole or in part, subject to its terms and conditions, upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's local service contract will be determined by the Participating Entity.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Products and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Products and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor will indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of its negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Products or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity's local service contract under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any purchase orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Products or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Products or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Products or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 6/18/2020 | 12:51 PM CDT

UniFirst Corporation
DocuSigned by:
By: David M. Katz
C1504866F1CF420...
David M. Katz
Title: Vice President Sales & Marketing

Date: 6/18/2020 | 12:07 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 6/18/2020 | 12:52 PM CDT

RFP 040920 - Uniforms with Related Products and Services

Vendor Details

Company Name: UniFirst Corporation
68 Jonspin Rd
Address: Wilmington, MA 01887
Contact: Jesse Daggett
Email: jesse_daggett@unifirst.com
Phone: 903-279-1442
HST#:

Submission Details

Created On: Thursday February 20, 2020 09:21:55
Submitted On: Thursday April 09, 2020 15:36:34
Submitted By: Robert Crossley
Email: Robert_Crossley@unifirst.com
Transaction #: 2cb92d0d-ebf9-4035-9d00-4471a5f74575
Submitter's IP Address: 207.126.196.16



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Professional Services Agreements for Grant Consultant Services, as requested by Executive Management on March 10, 2022. Award to the following firms in a total amount not to exceed \$500,000.00. Project specific administration shall be required, executed, and issued for each grant requested by the City.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Budget, Program Management & Grants - Professional Services (1011116-636600). The original budget amount is \$500,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Innovative & High Quality Municipal Services

PURPOSE:

Consultant	Category	Not to Exceed Amount
Michael Baker International, Inc. Columbia, SC	Community Development, Economic Development, Disaster Preparedness & Recovery	\$350,000.00
Kimley-Horn Columbia, SC	Infrastructure Development & Maintenance, Transportation / Highway, Sustainability, Transit, Public Safety	\$150,000.00

There were four submittals for RFP004-21-22-KDD Grant Services Consultant.

The initial term of the agreement is one year with the option to renew or continue with work for four one-year terms.

ATTACHMENTS:

- **#a:** MT7738Memo.GrantServicesConsultant (PDF)
- **#b:** Final.Agreement.Category2.MBI.RFP004-21-22-KDD (PDF)
- **#c:** Final.Agreement.Category3.Kimley-Horn.RFP004-21-22-KDD (PDF)



We Are Columbia

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

FROM: Ms. Sandra Middleton, Purchasing Director, Department of Procurements & Contracts
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: August 10, 2022

Subject: Recommendation for Approval (Grant Services Consultant)

The Department of Procurement of Contracts in coordination with Executive Management respectfully request your review and approval of two Professional Service Agreements for Grant Services Consulting. The Consultants will assist the City in locating and applying for Federal, State, Local, and Private grants for their respective category (see chart below).

In these unprecedented times, the Federal government specifically has made a significant amount of grant funds available. To navigate these opportunities, the Department of Procurement and Contracts issued a Request for Proposal (RFP) seeking assistance from Consultants in three specific categories.

Category 1	Category 2	Category 3
Sub-Area: Energy Environmental/Natural Resources Parks and Recreation Science/Technology	Sub-Area: Community Development Economic Development Disaster Preparedness & Recovery	Sub-Area: Infrastructure Development & Maintenance Transportation/Highway Sustainability Transit Public Safety

The categories are not all inclusive and the City retained the right to have any awarded consultant work within any of the categories based on what is in the best interest of the City.

At this time, the City is not placing an award for Category 1 for City Council approval, but is keeping this option open for a future award.

The Local Business Entity (LBE) policy was included and applied with this RFP.



We Are Columbia

Engagement of Consultants:

The City will engage each of the Consultants on a Task Order basis as grant opportunities are identified and determined to be in alignment with City needs, projects, and strategic planning. Individual Scopes of Services, schedules, and fees for each Task Order will be developed. The total individual Task Order fees shall not exceed the City Council total contract amount approved. Consultant engagement may include, but not be limited to:

- Funding needs analyses – work with City departments to assess the validity of current funding priority areas and identify new priority areas for funding.
- Grant proposal Development – provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts, production and submittal of applications to funding sources. A copy of each grant application submitted to be provided to the City.
- Initiate, develop, and document the scope of grant project-related partnerships with community organizations as required by the funder
- Secure all required supplemental documentation, including drafting and collecting signed copies of letters of support, and other documents including memoranda of understanding or articulation agreements that correspond to the project description in the proposal
- Assist the City with post grant solicitation writing and requirements

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

Michael Baker International, Inc.
Grant Services Consultant – Category 2



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP004-21-22-KDD Grant Services Consultant.

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 grant research and application assistance 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

Michael Baker International, Inc.
Grant Services Consultant – Category 2

term of one (1) year, with the option to renew or continue with work at the mutual pleasure of both parties for four (4) one-year terms.

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

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

6. **COMPENSATION** – (See Exhibit C)

- A. Individual Task Orders shall be negotiated separately, and when combined with other grant services efforts related to this project, will not exceed the cumulative budget authorized by City Council.

The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Three Hundred Fifty Thousand Dollars and No/100 (\$350,000.00).

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall

Michael Baker International, Inc.
Grant Services Consultant – Category 2

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

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous

Michael Baker International, Inc.
Grant Services Consultant – Category 2

payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent

Michael Baker International, Inc.
Grant Services Consultant – Category 2

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

Michael Baker International, Inc.
Grant Services Consultant – Category 2

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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Grant Services Consultant – Category 2

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- 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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Grant Services Consultant – Category 2

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.

Michael Baker International, Inc.
Grant Services Consultant – Category 2

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

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

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

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

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

A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise

Michael Baker International, Inc.
Grant Services Consultant – Category 2

made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;

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

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

Michael Baker International, Inc.
Grant Services Consultant – Category 2

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

Michael Baker International, Inc.

Name: Renee Tison, PE
Title: Vice President
Address: 700 Huger Street
Columbia, SC, 29201
Phone: 803-231-3948
Fax: N/A
Email: rtison@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

Michael Baker International, Inc.
Grant Services Consultant – Category 2

- copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Project Manager 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.

Michael Baker International, Inc.
Grant Services Consultant – Category 2

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

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of

Michael Baker International, Inc.
Grant Services Consultant – Category 2

the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

Michael Baker International, Inc.
Grant Services Consultant – Category 2

- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for

Michael Baker International, Inc.
Grant Services Consultant – Category 2

employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant’s operations, including, but not limited to the Consultant’s employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

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

- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants

Michael Baker International, Inc.
Grant Services Consultant – Category 2

/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS***

Michael Baker International, Inc.
Grant Services Consultant – Category 2

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/8/2022

MICHAEL BAKER INTERNATIONAL, INC.

Reneé Tison, Vice President

Print: Name/Title

Helen Reneé
Tison

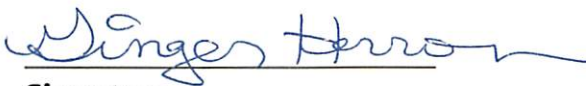
Signature

Digitally signed by Helen
Reneé Tison
Date: 2022.08.12 09:23:15
-04'00'

Date: 8/11/2022

(Corporate Seal)

Attest


Signature

Date: 8/11/2022

Michael Baker International, Inc.
Grant Services Consultant – Category 2

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services/Task Order Administration

Exhibit C – Compensation/Staff Hourly Rates

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit A – Scope of Services

A. Licenses and Certifications - Consultant shall registered with the South Carolina Secretary of State Office.

Consultant shall possess a valid and current City of Columbia Business License

B. Project Specific Licenses and Certifications – No project specific licenses or certifications are required.

The Consultant will assist the City with Grant Services for the following category:

Category 2
Sub-Area: Community Development Economic Development Disaster Preparedness & Recovery

The Category Sub-Area is not all-inclusive and additional Sub-Areas may be identified and included.

Consultant shall assist the City with any or all of the following objectives, including but not limited to:

- Funding needs analyses – work with City departments to assess the validity of current funding priority areas and identify new priority areas for funding.
- Grant proposal Development – provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts, production and submittal of applications to funding sources. A copy of each grant application submitted to be provided to the City.
- Initiate, develop, and document the scope of grant project-related partnerships with community organizations as required by the funder
- Secure all required supplemental documentation, including drafting and collecting signed copies of letters of support, and other documents including memoranda of understanding or articulation agreements that correspond to the project description in the proposal
- Assist the City with post grant solicitation writing and requirements

Deliverables to include but not limited to:

- A detailed work plan and benchmarks to include completed grant applications/submissions
- Provide training and technical assistance to City staff as appropriate under Task Order with an established Not to Exceed number of hours and dollar amount.

Note: It is understood the City may need technical assistance on occasion, which may not require a Task Order. The City and Consultant will determine when any technical assistance may be placed under a Task Order.

- A customized grant forecast with quarterly updates.

Note: Updates to be as needed, contingent on Consultant engagement and activity.

- As needed presentations/updates to Executive Leadership and/or City Council

Consultant(s) shall have an established network federally and within the state to assist in securing funding opportunities.

The City currently utilizes the services of a Federal and State Firm to assist with identifying funding opportunities. The Consultant may be requested to work in conjunction with the firm(s) based on specific needs.

The Consultant may be requested to assist with Grant Services in any or all of the additional Categories. The Category Sub-Areas are not all inclusive and additional Sub-Areas may be identified.

Category 1	Category 3
Sub-Area: Energy Environmental Natural Resources Parks and Recreation Science Technology	Sub-Area: Infrastructure Development & Maintenance Transportation Highway Sustainability Transit Public Safety

As noted within the Award Criteria of RFP004-21-22-KDD:

In the best interest of the City, the City reserves the right to award contracts to the Consultants in any or all categories. The City retains the right to award multiple contracts in any or all categories. In the event of limited responses in any category, the City reserves the right to award to Offeror(s)/Consultant(s) from one or more of the other categories.

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES/TASK ORDER ADMINISTRATION

The schedule of services will be on an on-call basis and determined by the City's Project Manager for RFP004-21-22-KDD Grant Services Consultant.

Individual tasks, deliverables, and schedules will be determined and outlined as specific projects are identified and outlined in the Task Order Administration attachment: EXHIBIT B ATTACHMENT – TASK ORDER ADMINISTRATION.

EXHIBIT B ATTACHMENT – TASK ORDER ADMINISTRATION

Task Order Number: [Click or tap here to enter text.](#)

This Task Order to the Agreement for Grant Services Consultant between the City of Columbia and Consultant provides for the following Professional Services related to the following Grant project:

Project/Grant Name: [Click or tap here to enter text.](#)

Scope of Services:

The Scope of Services shall include: [Click or tap here to enter text.](#)

Task Order Compensation:

The Consultants compensation for the above described services shall be: \$xxx,xxx.xx

On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Exhibit C – Compensation/Staff Hourly Rates not to exceed xx hours or a fee of \$xxx,xxx.xx.

Summary of Compensation:

Task Order 1	<u>\$xxx,xxx.xx</u>
Task Order 2	<u>\$xxx,xxx.xx</u>
Task Order 3	<u>\$xxx,xxx.xx</u>
Task Order 4	<u>\$xxx,xxx.xx</u>
Task Order 5	<u>\$xxx,xxx.xx</u>
Total of all Task Orders	<u>\$xxx,xxx.xx</u>

EXHIBIT C – COMPENSATION/STAFF HOURLY RATES

Maximum compensation to the Consultant for all services performed under this Agreement shall not exceed the stated amount in the Professional Service Agreement, Section 6 Compensation, sub-section A.

Compensation to the Consultant for services authorized on an hourly rate basis shall be in accordance to the Consultants current Hourly Rate Schedule.

EXHIBIT C — STAFF HOURLY RATES

Michael Baker International, Inc.

Firm Name: _____

HOURLY RATES

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal/Executive	\$280 / hour
Director	\$250 / hour
Senior Consultant	\$210 / hour
Consultant	\$170 / hour
Analyst:	\$140 / hour
Administrative:	\$100 / hour
Additional: Engineer	\$225 / hour
Additional: Specialists: Federal Grants Disaster Recovery	\$170
	\$140 / hour

Please provide a brief description of each category including years of experience, certification, etc. You are welcomed to add additional categories if not already listed.

EXHIBIT D - BUSINESS INFORMATION RECORD FOR SUBCONSULTANT/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 # (DUNS # REQUIRED)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
CohnReznick, LLP 067510214		Grant Administration, Compliance Reporting, & Closeout	TBD	TBD%	N/A	
Gate House Strategies, LLC 118414881		Grant Research & Grant Writing	TBD	TBD%	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: \$ TBD-will be established with each individual Task Order

TOTAL CONTRACT AMOUNT: \$ 350,000.00

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

Business Name: Michael Baker International

Representative Name/Title: Reneé Tison, PE / Vice President

Date: August 5, 2022

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

CohnReznick, LLP

Company Name

816 Congress Avenue, Suite 200, Austin, Texas 78701

Physical Address

816 Congress Avenue, Suite 200

Mailing Address

Austin, Texas 78701

City/State Zip Code + 4

(512) 822-7950

Phone number

(512) 494-9101

Fax number

Brittany Kelly

Primary Contact Name

Secondary Contact Name

Brittany.Kelly@cohnReznick.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Gate House Strategies, LLC

Company Name

5834C North Kings Highway #4627, Alexandria, Virginia 22303

Physical Address

5834C North Kings Highway #4627

Mailing Address

Alexandria, Virginia 22303

City/State Zip Code + 4

(703) 338-0085

Phone number

()

Fax number

Hunter Kurtz

Primary Contact Name

Secondary Contact Name

Hunter.Kurtz@gatehousedc.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP004-21-22-KDD Grant Services Consultant.

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 Kimley-Horn, (hereinafter referred to as the "Consultant,"), to provide grant research and application assistance 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

Kimley-Horn
Grant Services Consultant – Category 3

term of one (1) year, with the option to renew or continue with work at the mutual pleasure of both parties for four (4) one-year terms.

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

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

6. **COMPENSATION** – (See Exhibit C)

- A. Individual Task Orders shall be negotiated separately, and when combined with other grant services efforts related to this project, will not exceed the cumulative budget authorized by City Council.

The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00).

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall

Kimley-Horn
Grant Services Consultant – Category 3

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

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous

Kimley-Horn
Grant Services Consultant – Category 3

payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent

Kimley-Horn
Grant Services Consultant – Category 3

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

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

8. INDEMNIFICATION & INSURANCE

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

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

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

Kimley-Horn
Grant Services Consultant – Category 3

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

Kimley-Horn
Grant Services Consultant – Category 3

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

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

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

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

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

A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise

Kimley-Horn
Grant Services Consultant – Category 3

made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;

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

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

Kimley-Horn
Grant Services Consultant – Category 3

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

Kimley-Horn

Name: Jonathan Guy
 Title: Vice President
 Address: 802 Gervais Street, Suite 201
 Columbia, SC, 29201
 Phone: 843-737-6386
 Fax: N/A
 Email: jonathan.guy@kimley-horn.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

Kimley-Horn
Grant Services Consultant – Category 3

- copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Project Manager 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.

Kimley-Horn
Grant Services Consultant – Category 3

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

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of

Kimley-Horn
Grant Services Consultant – Category 3

the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

Kimley-Horn
Grant Services Consultant – Category 3

- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for

Kimley-Horn
Grant Services Consultant – Category 3

employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant’s operations, including, but not limited to the Consultant’s employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

Kimley-Horn
Grant Services Consultant – Category 3

/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS***

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Grant Services Consultant – Category 3

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
8/8/2022

KIMLEY-HORN

Jonathan R. Guy, Vice President *[Signature]*
Print: Name/Title Signature

Date: 8/11/2022

(Corporate Seal)

Attest

[Signature]
Signature



Date: 8/11/2022

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Grant Services Consultant – Category 3

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services/Task Order Administration

Exhibit C – Compensation/Staff Hourly Rates

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit A – Scope of Services

A. Licenses and Certifications - Consultant shall registered with the South Carolina Secretary of State Office.

Consultant shall possess a valid and current City of Columbia Business License

B. Project Specific Licenses and Certifications – No project specific licenses or certifications are required.

The Consultant will assist the City with Grant Services for the following category:

Category 3
Sub-Area: Infrastructure Development & Maintenance Transportation Highway Sustainability Transit Public Safety

The Category Sub-Area is not all inclusive and additional Sub-Areas may be identified and included.

Consultant shall assist the City with any or all of the following objectives, including but not limited to:

- Funding needs analyses – work with City departments to assess the validity of current funding priority areas and identify new priority areas for funding.
- Grant proposal Development – provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts, production and submittal of applications to funding sources. A copy of each grant application submitted to be provided to the City.
- Initiate, develop, and document the scope of grant project-related partnerships with community organizations as required by the funder
- Secure all required supplemental documentation, including drafting and collecting signed copies of letters of support, and other documents including memoranda of understanding or articulation agreements that correspond to the project description in the proposal
- Assist the City with post grant solicitation writing and requirements

Deliverables to include but not limited to:

- A detailed work plan and benchmarks to include completed grant applications/submissions
- Provide training and technical assistance to City staff as appropriate under Task Order with an established Not to Exceed number of hours and dollar amount.

Note: It is understood the City may need technical assistance on occasion, which may not require a Task Order. The City and Consultant will determine when any technical assistance may be placed under a Task Order.

- A customized grant forecast with quarterly updates – don't want to pay for this

Note: Updates to be as needed, contingent on Consultant engagement and activity.

- As needed presentations/updates to Executive Leadership and/or City Council

Consultant(s) shall have an established network federally and within the state to assist in securing funding opportunities.

The City currently utilizes the services of a Federal and State Firm to assist with identifying funding opportunities. The Consultant may be requested to work in conjunction with the firm(s) based on specific needs.

The Consultant may be requested to assist with Grant Services in any or all of the additional Categories. The Category Sub-Areas are not all inclusive and additional Sub-Areas may be identified.

Category 1	Category 2
Sub-Area: Energy Environmental Natural Resources Parks and Recreation Science Technology	Sub-Area: Community Development Economic Development Disaster Preparedness & Recovery

As noted within the Award Criteria of RFP004-21-22-KDD:

In the best interest of the City, the City reserves the right to award contracts to the Consultants in any or all categories. The City retains the right to award multiple contracts in any or all categories. In the event of limited responses in any category, the City reserves the right to award to Offeror(s)/Consultant(s) from one or more of the other categories.

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES/TASK ORDER ADMINISTRATION

The schedule of services will be on an on-call basis and determined by the City's Project Manager for RFP004-21-22-KDD Grant Services Consultant.

Individual tasks, deliverables, and schedules will be determined and outlined as specific projects are identified and outlined in the Task Order Administration attachment: EXHIBIT B ATTACHMENT – TASK ORDER ADMINISTRATION.

EXHIBIT B ATTACHMENT – TASK ORDER ADMINISTRATION

Task Order Number: [Click or tap here to enter text.](#)

This Task Order to the Agreement for Grant Services Consultant between the City of Columbia and Consultant provides for the following Professional Services related to the following Grant project:

Project/Grant Name: [Click or tap here to enter text.](#)

Scope of Services:

The Scope of Services shall include: [Click or tap here to enter text.](#)

Task Order Compensation:

The Consultants compensation for the above described services shall be: \$xxx,xxx.xx

On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Exhibit C – Compensation/Staff Hourly Rates not to exceed xx hours or a fee of \$xxx,xxx.xx.

Summary of Compensation:

Task Order 1	<u>\$xxx,xxx.xx</u>
Task Order 2	<u>\$xxx,xxx.xx</u>
Task Order 3	<u>\$xxx,xxx.xx</u>
Task Order 4	<u>\$xxx,xxx.xx</u>
Task Order 5	<u>\$xxx,xxx.xx</u>
Total of all Task Orders	<u>\$xxx,xxx.xx</u>

EXHIBIT C – COMPENSATION/STAFF HOURLY RATES

Maximum compensation to the Consultant for all services performed under this Agreement shall not exceed the stated amount in the Professional Service Agreement, Section 6 Compensation, sub-section A.

Compensation to the Consultant for services authorized on an hourly rate basis shall be in accordance to the Consultants current Hourly Rate Schedule.

EXHIBIT C – STAFF HOURLY RATES

Firm Name: Kimley-Horn

HOURLY RATES

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal/Executive	<u>320.00</u> / hour
Director	<u>280.00</u> / hour
Senior Consultant	<u>225.00</u> / hour
Consultant	<u>200.00</u> / hour
Analyst:	<u>150.00</u> / hour
Administrative:	<u>125.00</u> / hour
Additional:	_____ / hour
Additional:	_____ / hour

Please provide a brief description of each category including years of experience, certification, etc. You are welcomed to add additional categories if not already listed.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
N/A	N/A	N/A	\$0.00	0.0 %	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 \$ 0.00****TOTAL CONTRACT AMOUNT: \$150,000.00**

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

Business Name: - Kimley-Horn

Representative Name/Title: Jonathan R. Guy , Vice President

Date: 8.5.2022



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Jacquelyn Richburg, Director*

SUBJECT: Council is asked to approve the Fiscal Year 2022/2023 Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on August 2, 2022. Award to Everbridge Systems in the amount of \$94,345.03. This firm is located in Columbia, SC.

REQUISITION NO.: R217858

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: City Account (1012701-638200) \$47,172.51 and County Account (2082702-638200) \$47,172.52. The original budget amount is \$94,345.03.

08/16/22 2082702 · County Emergency Center

08/16/22 1012701 · Emergency Communicaitons Center

TOTAL:	\$94,345.03
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CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** CM APPROVED Everbridge (PDF)



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Heather Collins
City of Columbia
City of Columbia Information Technology
1800 Laurel Street
Columbia SC 29217
United States
Ph: (803) 413-8647
Fax:
Email: heather.collins@columbiasc.gov

Quote #: Q-71827
Date: 7/27/2021
Expires On: 8/27/2021
Confidential

Salesperson: Bridget Sarris
Phone:
Email: bridget.sarris@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	9/1/2021
Contract End Date:	8/31/2022

Contact Summary:

Household Count:	145,000
Employee Count:	5,000

Qty	Description	Price
1	Mass Notification Base	USD 77,738.75
1	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 5,500.00

Pricing Summary:

Year One Fees:	USD 83,238.75
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 83,238.75

Messaging Credit Amount:

Year One Credit:	10,000,000
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1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

To accept this quote, sign, date and return:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/3/2021

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase SharePoint Hosting and Maintenance Services, as requested by Columbia Water on August 3, 2022. Award to the Bross Group, as a Sole Source in an amount not to exceed \$189,407.40. This vendor is located in Lakewood, CO.

REQUISITION NO.: R217863

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Administration - Special Contracts (5511701-638300). The original budget amount is \$189,407.40.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** MT Memo Item 12 Bross (PDF)
- **#b:** Bross Group_Sole Source Agreement (PDF)



We Are Columbia

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

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

DATE: August 9, 2022

Subject: Recommendation for Approval
Contract Bross Group
Sharepoint Hosting and Maintenance

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Sole Source Contract with Bross Group to provide funding for hosting, account and site management, routine environment maintenance and change/on-demand IT support services for our SharePoint Software. The amount of this contract is \$189,407.40.

Per the wastewater consent decree of 5/21/2014, the City of Columbia is required to preserve all relevant non-identical copies of all documents, records and other information in electronic form. SharePoint software was chosen to house all of this required information. The City's IT Department does not have the resources to adequately provide these services at this time.

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

SOLE SOURCE AGREEMENT GOODS and/or SERVICES AGREEMENT

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

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2023. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed One Hundred Eighty-Nine Thousand, Four Hundred Seven Dollars and Forty Cents, (\$189,407.40) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

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

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

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees

to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

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

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

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

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

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

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

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

13. **Entire Agreement.** This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written)

between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 8/2/2022

BROSS GROUP

By: _____

Witness

By: _____

Title: _____

Date: _____

Exhibit A

Requisition # _____

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Engineering Division,
(1)
Bross Group, LLC to continue SharePoint Hosting and Maintenance Services
(2)

as a sole source procurement from Bross Group, LCC Lakewood, Colorado
(3)

based upon the following justifications Please see attached.
(4)

This sole source is valid through June 30, 2023

Amount \$ 189,407.40

Engineering

Department

[Signature]
Signature of Department Head

7/19/22
Date

[Signature]
Signature of Purchasing Agent

7/21/2022
Date

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

[Signature]
Signature of Finance Director

7/25/22
Date

[Signature]
Signature of Asst. City Manager

7/26/2022
Date

Signature of City Manager

Date

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

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

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

The City of Columbia entered into a Consent Decree on May 21, 2014 for violations of Section 301 of the Clean Water Act. Under the Consent Decree, the City of Columbia is responsible for meeting several requirements which include Section XIII. Right of Entry and information Collection Retention. Under this section of the Consent Decree, the City of Columbia along with its contractors and agents are required to preserve all non-identical copies of all documents, records, and other information in electronic form. In order to fulfill this requirement, under the Clean Water 2020 program, SharePoint software was chosen to house all the required information. While CDM Smith is responsible for the day to day operations such as adding, removing, or changing user information, Bross Group, LLC is responsible for Hosting, Account and Site Management Routine Environment Maintenance, and Change and on demand IT Support. CDM Smith and Bross Group has had a longstanding relationship as Bross has provided this support for the City of Columbia's construction project pages since March 24, 2015. CDM Smith began phasing out of this process in the 2021 fiscal year. The City of Columbia took over this task for the 2020/2021 fiscal year and will continue to do so moving forward. In order to continue to satisfy the regulation requirements under the consent decree, the City of Columbia will undertake the duties completed by CDM Smith, however, Bross Group will still be required to provide their services. Bross Group is aware and understands all rules and regulations pertinent to the Consent Decree between the City of Columbia and the United States and the Department of Health & Environmental Control. Bross Group is familiar with the City's setup and has an excellent record for billable hours which allows for cost saving. Bross Group has continued to perform at very high standards and the City of Columbia wants to continue the relationship. Special note: Bross Group is one of very few companies that handle services of this magnitude within the governmental sector. The Engineering Department believes that if we continue with Bross Group as the contractor to provide their services to meet the requirements of the Consent Decree there will be little room for error since they have provided these services to us through both the City of Columbia and CDM Smith without error for many years.

Quote for 7/1/2022 – 6/30/2023

PROJECT DESCRIPTION

Bross Group, LLC (BROSS) located in Lakewood, Colorado, will provide SharePoint Hosting Master Services for City of Columbia (COC), as defined in Exhibit A of our SOW.

SCOPE OF BASIC SERVICES

Basic Services to be provided by the BROSS under this Agreement shall be limited to the following: BROSS shall provide Hosting and Maintenance Services for the Clean Water 2020 Program under the direction of COC'S Engineering Administrator, Byron T. Greene. Tasks and projects may vary as to issues and tasks assigned by COC. Assignment of projects will be through COC.

A. Hosting Services

A.1 Production Environment	Qty	Rate (\$)	Cost (\$)
Cloud Internet Committed 4Mbps - a redundant, managed Internet bandwidth service to provide high performance, highly available internet access	35	13.25 \$	463.75
Block level storage services - Storage Area Network for environment operations	3300	0.275 \$	907.50
Enterprise Firewall Service - a security service instance (context) that lives across highly available redundant hardware	1	140 \$	140.00

Roaming User VPN

- service to provide individual user to be securely connected into the Virtual Data Center of the Client. Services are provided per named user

2 5.20 \$ 10.40

Public Cloud (VMware) - Additional GHZ

- host machines (physical hardware) and associated hypervisor software (VMware ESX) required to operate the environment; per Ghz

3 60.00 \$ 180.00

Public Cloud v2 (VMware) --

- host machines (physical hardware) and associated hypervisor software (VMware ESX) required to operate the environment

64 18.9 \$ 1209.60

Backup Service (24hr backup, 35 day retention)

- Incremental backups configured to run every 24 hours• Full backups configured to run weekly and monthly during specified backup window

3300 0.42 \$ 1,386.00

Remote Site Auxiliary Replication to DSM

- Additional replica of the primary backup in a remote datacenter

3300 0.10 \$ 330.00

SQL Svr Standard Core

- Required Microsoft licensure for SQL Server

1 255.50 \$ 255.50

SharePoint Hosting ALNG LicSAPk MVL

- Required Microsoft licensure for SharePoint; Enterprise edition

1 1678.02 \$ 1,678.02

Monthly Sub total

\$ 6,560.77

A.1 Production environment - Hosting Services 7/1/2022-6/30/2023

\$ 78,729.24

A.2 Test Environment

	Qty	Rate	Cost
Cloud Internet Committed 4Mbps	25	13.25	\$ 331.25
Enterprise Firewall Service	0.5	140	\$ 70.00
Block level storage services	2100	0.275	\$ 577.50
Public Cloud v2 (VMware) -- MEM	32	18.90	\$ 604.80
Roaming User VPN	2	5.20	\$ 10.40
Cloud (VMware) - Additional GHZ	3	60.00	\$ 180.00
SQL Svr Standard Core	1	255.50	\$ 255.50
SharePoint 2013 Licensing	5	3.75	\$ <u>18.75</u>
Monthly Sub total			\$ 2,048.20

A2. Test environment - Hosting Services 7/1/2022-6/30/2023

\$ 24,578.40

Total for Hosting Services 7/1/2022-6/30/2023

\$103,307.64

B. Account and Site Management, 3rd Party Solutions:

GoDaddy account management Recurring administration and DNS management	\$ 1,850.00
GoDaddy Domain Renewal Domain fees	\$217.88
GoDaddy workspace emails Fees and administration for workspace emails	\$317.88
Backup Transfer Storage and Labor Monthly physical backup and shipping of environment to client	\$ 3,950.00
Boost account management	\$ 1,750.00
Boost Premium Service Support: per site collection; 2 servers @ \$400 Extended service and support, prioritized support	\$ 800.00
Boost Bulk Properties Editor site collection license for unlimited users; 2 server Bulk Properties and Check In – License fees	\$1,598.00
Monthly Account management and reporting Planning, coordination and reporting	\$750.00
MailRoute services Anti-spam service	\$ 3,250.00
Account and Site Management, 3rd Party Solutions 7/1/2022 – 6/30/2023 :	<u>\$14,483.76</u>

C. Routine Environment Maintenance:

- Recurring maintenance activities
- Patching - patching and updates will be scheduled in advance
 - SP Farm
 - Windows OS
 - SP
 - SQL
- DBA support on SQL Server
 - SQL Security
 - Transaction log management
- Monitoring and reporting
 - Monthly Audit and security review
 - Storage management, drive expansion
- MailRoute management and administration Patching and updates will be scheduled in advance.

Routine Environment Maintenance 7/1/2022-6/30/2023 Annual fee total \$38,916.00

D. Change and on demand IT support

- On demand support and all other support will be responded to as soon as possible with a goal of no more than 2 business days.

- Types of activities included in this category
 - Upgrades of software
 - SQL version
 - OS version
 - Etc.
 - Incident response
 - Analysis, troubleshooting and resolution of unplanned issues or outages
 - Changes to site

Based on historical trends, this type of effort will average 8 hours a month with some months being lower and some higher.

Change and on demand IT Support (Average of 11 hours per month for 12 months at \$160.00 per hour)
Total: \$21,200.00

These hours will be invoiced monthly as incurred. Requests for this work will be submitted by the OWNER/COC via the support portal. Updates and estimates for this type of work will be entered and tracked in the support portal. Email will not be the primary form of communication and will only be used to facilitate coordination of work, not requests or approvals.

A monthly support spreadsheet shall provide the following information:

- Date of time entry
- Item Name
- Description of Service
- Resource Name
- Billable Hours
- Non-Billable Hours
- Billed Hours
- Rate
- Billed Amount

E. Management Advisory Services/Project Work:

- For specific development initiatives or site structure changes (above and beyond those specifically stated in the "prioritized SharePoint Site Support and Issue resolution services" outlined above) will be quoted and approved via e-mail prior to work beginning and will be based on the following rate schedule:
 - SharePoint SME \$145 per hour
 - SharePoint Architect \$160 per hour
 - Project Manager \$130 per hour

F. Contingency for Hosting and Support and Routine Maintenance.

- This will only be used with approval of COC to be able to provide services to BROSS in an emergency situation, which may include additional infrastructure or emergency additions to the scope. Each use of this line item will need to be approved by COC and documentation provided by BROSS for justification. Not to Exceed \$11,500.00.

COC'S RESPONSIBILITIES

- COC will be responsible for coordinating with their personnel to provide and coordinate maintenance, reports, analysis, edits, corrections, and format changes with data and information as needed and related to the project.
- COC will assist in necessary evaluation, review and meetings.
- COC will assist and coordinate with their personnel to provide access to the site, as needed.

PERIODS OF SERVICE

BROSS shall complete Task Order No. 3 per the following milestone schedule:

Provide hourly services from July 1, 2022 until June 30, 2023. For this period, it is assumed that BROSS will provide:

- Hosting and Account Management for SharePoint Site, which includes server configuration as stated above; monthly backups; management of GoDaddy account including renewal fee and workspace email fee; management of Boost Account including renewal fee.
- Account and Site Management of 3rd Party Solutions.
- Prioritized SharePoint Site Support and Issue Resolution.
- Change and On Demand IT Support.

At no time shall BROSS terminate or shut down the hosting services without written approval from the COC'S Engineering Administrator.

Should, at any time, BROSS not continue to be responsible for the SharePoint hosting, BROSS shall work with COC to transition the responsibility to COC or other designated firm.

PAYMENTS TO THE BROSS

The BROSS invoice for this task order shall provide line items for the following breakout of services:

1. Annualized cost for hosting and account management for SharePoint site for 12 months - **\$103,307.64**
2. Account and Site Management, 3rd Party Solutions - **\$14,483.76**
3. Routine Environment Maintenance - **\$38,916.00**
4. Change and On Demand IT Support – **\$21,200.00** (May be billed each month by hourly rate agreed to, not to exceed total of \$19,800.00 for Task Order. Invoice must include support spreadsheet as defined in Exhibit A)
5. Contingency for Hosting and Support and Routine Maintenance. - **\$11,500.00** (may only be invoiced with approval from COC and justification in form of Change Request from BROSS)

BROSS shall be compensated for the annualized cost for hosting services as outlined above. It is expected that Items 1, 2, and 3 will be a one-time invoice for services to be completed during the period of service stated in this Task Order. As stated above, items 4 and 5 may be invoiced as needed on an hourly and/or unit price basis (hourly rate schedule as shown in Exhibit A). Item 5 may only be invoiced with justification from BROSS and approval from COC. The not to exceed fee for the scope of services for this Task Order is **\$189,407.40**. Payment for fees will be paid monthly based on actual labor time and the hourly billing rates in accordance with Billing Rate Schedule.



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #3 for Project SS7560; Lower Crane Creek Equalization Storage, as requested by Columbia Water on June 16, 2022. Award to Hazen and Sawyer in the amount of \$588,283.00. This firm is located in Columbia, SC.

REQUISITION NO.: P185959

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Unforeseen and Miscellaneous Projects - Capital Project Costs (5529999-658650). The current budget amount is \$2,317,415.00. The budget amount for this amendment is \$588,283.00. The total revised budget amount is \$2,905,698.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Hazen and Sawyer of Columbia, SC is the mentor and will provide project guidance services at 77.72% (\$457,192.00) of the amendment amount. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W) of Chapin, SC, is the protégé and will provide geotechnical field investigation, on-site observation and documentation, and CAD assistance during design services at 20.15% (\$118,555.00) of the amendment amount.

Howard Engineering, Inc. a Minority Business Enterprise (W) of Columbia, SC, will provide electrical services at 2.13% (\$12,536.00) of the amendment amount.

Contract Amendment #3 is requested to provide funding for additional design modifications regarding an optimized railroad pipe crossing that requires the Crane Creek facilities to be further lower in depth. The facility access road also requires additional field investigations (geotechnical investigation, topographic survey, and wetland delineations) and design.

ATTACHMENTS:

- **#a:** MT Memo CA#3 SS7560 Lower Crane Creek Equalization Storage (PDF)
- **#b:** Consultant Signed_CA#3 Hazen & Sawyer__SS7560 Lower Crane Creek EQ Storage-Pump Station (PDF)
- **#c:** PO Mod SS7560 Lower Crane Creek EQ Storage-Pump Station (PDF)



We Are Columbia

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

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

DATE: August 5, 2022

Subject: Recommendation for Approval
Contract Amendment #3 Hazen and Sawyer
SS7560 Lower Crane Creek Equalization Storage

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of Contract Amendment #3 to provide funding for additional engineering services and extend the contract through January 31, 2025. The amount of this amendment is \$588,283.00.

The purpose of this project is to construct a new sewer system equalization storage facility in the Lower Crane Creek basin at the site of the old Eau Claire wastewater treatment plant. This storage facility will become a critical component of the City's wastewater collection system and the project is needed to address Consent Decree requirements and avoid sanitary sewer overflows. The services performed as a part of this Contract include professional engineering services to perform planning, preliminary design, final design, bidding, and construction oversight services. Amendment No. 3 is for a funding increase for design modifications required to lower the pump station to accommodate a new deeper railroad crossing for the influent sewer pipe entering the facility and access road modifications due utility conflicts and improved site access.

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

Contract Amendment #3

SS7560 Lower Crane Creek Equalization Storage

RFQ0011-16-17

Hazen and Sawyer

July 29, 2022

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hazen and Sawyer (Engineer) executed September 2, 2020 (Agreement) to extend the Agreement from March 31, 2024 to January 31, 2025 and increase funding for additional design modifications, as described attached hereto.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from September 3, 2020 to March 31, 2023; Purchase Order# P185959):	\$1,848,321.00
Amendment #1 (Funding Increase; Time Extension from April 1, 2023 to March 31, 2024; Purchase Order# P185959):	\$397,594.00
Amendment #2 (Funding Increase; Purchase Order# P185959):	\$71,500.00
Current Contract Amount:	\$2,317,415.00
This Contract Amendment #3 (Funding Increase; Time Extension from April 1, 2024 to January 31, 2025; Purchase Order# P185959):	\$588,283.00
Revised Contract Amount:	\$2,905,698.00

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

Hazen and Sawyer

City of Columbia

Office of the City Manager

Print Name

Signature

Date

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 8/2/2022

COST CHANGE AMENDMENT DETAILS

Contract Amendment #3 Lower Crane Creek Equalization Storage CIP NUMBER: SS7560

The original Lower Crane Creek Equalization Storage (LCCES) design included a crossing under the adjacent railroad tracks for a 48-inch sewer pipe. This conveyance pipe had to be increased in size to 60-inch to convey flow to the site for both the current Crane Creek Equalization Storage facility and the future North Columbia Export Pump Station (NCEPS). The larger pipe conflicted with reported bedrock profiles.

This modified condition has resulted in several project amendments including:

- **Amendment No. 1** covered the additional professional engineering service effort required to evaluate alternative railroad pipe crossing locations, including a supplemental subsurface geotechnical program to characterize the bedrock surface and identify the cost effective approach to install the conveyance pipe, and to modify the existing design to integrate the new crossing location.

The modifications associated with Amendment No. 1 assumed the depth of the downstream structures would increase by 3 feet. The recommendations associated with the Amendment No. 1 geotechnical investigation requires the gravity sewer railroad crossing to be deeper. Amendment No. 1, however, did not include a full structural redesign of the grinder and equalization pump station structure.

- **Amendment No. 2** involved the scale modeling of the pump station hydraulics, which were modified by changes to the site plan and station pipe arrangement and the lowered depth.

This Amendment No. 3 is required because the optimized railroad pipe crossing requires the Crane Creek facilities to be further lower in depth and the facility access road from Mountain Drive (using two dirt roads, Circleview Road and the old Pump Station Road) will require additional field investigations (geotechnical investigation, topographic survey, and wetland delineations) and design.

SCOPE ADDITIONS

The following scope additions are required to perform preliminary and final design phase administration, preliminary and final design engineering services, geotechnical investigation, bid phase assistance, and engineering services during construction for the Lower Crane Creek Equalization Storage project. Due the increase in depth, this deeper crossing requires a complete redesign of all downstream structures including the grinder and equalization storage pump station. These changes will also require a pump redesign and resulting pump selection.

TASK 100 – Preliminary and Final Design Phase Administration

The additional efforts associated with this task include additional time and subconsultant fees for extending the preliminary and final design phases from 11 months to 23 months.

Additional efforts associated with managing the efforts of its project team members and sub-consultants including:

- Additional design review and monthly progress meetings with the CITY as outlined.
- Additional monthly invoices, including amounts invoiced by sub-consultants in a timely manner and in accordance with the City's invoicing procedures.
- Additional monthly progress reports with the invoice, to include a summary of activities performed for the invoicing period and an update to the project schedule.
- Additional Mentor-Protégé coordination and attend additional quarterly developmental meetings.
- Additional quarterly report forms to the City of Columbia's Office of Business Opportunities.

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

220 Alternative Analysis/Recommended Plan

- Preliminary design revisions related to increasing the depth of the railroad crossing and downstream structures between Diversion Structure 1 and the equalization pump station by up to four and a half feet below the original planned elevations and one and a half feet below the elevations assumed as part of Amendment No. 1. These revisions include updated plans for the final railroad

pipe crossing location and an update to site plan components to incorporate the final railroad pipe crossing and future North Columbia Pump Station structures.

- Revise preliminary drawings of the proposed railroad crossing based on the findings and recommendations of the supplemental geotechnical investigations and selected tunnel method approach as related to the rock interface.

TASK 300 – Survey & Utility Mapping

310 Wetland Survey

- Provide wetland delineation services associated with the additional right-of-way/easement area needed for Circlevue Road. This task also includes re-delineation of all previously delineated wetlands and coordination with the U.S. Army Corps of Engineers for confirmation of delineated wetlands. Sketches will be provided as part of this work for use in the field survey work.

320 Field Survey

- Provide additional field topographic surveying services associated with the additional right-of-way/easement area needed for Circlevue Road. Provide a survey of the delineated wetlands described in Task 310 above.

330 Property Research and Easement Exhibits

- Proposed easement and/or right-of-way sketches associated with the Circlevue Road improvements and related utilities will be provided to the City for acquisition purposes.

TASK 400 – Geotechnical Investigation

410 Field Investigation

To supplement the previously acquired data in the LCCES area, a field exploration program includes:

- Provide additional geotechnical investigations including five (5) additional soil borings to a depth of 10 feet below ground surface or auger refusal, if shallower, laboratory testing, and pavement design recommendations associated with the proposed improvement to Circlevue Road.
- Layout and Elevations: Handheld GPS equipment shall be used to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available at the time of field investigation, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.
- Subsurface Exploration Procedures: Soil borings shall be advanced with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem) or mud rotary techniques, as necessary depending on soil conditions. Four

samples will be obtained at intervals of 2-½ feet. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, groundwater levels will be observed and recorded during drilling and sampling and after 24 hours in selected borings.

- Prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.
- Property Disturbance: Backfill borings with auger cuttings upon completion. Excess auger cuttings will be dispersed in the general vicinity of the borehole.

TASK 500 – Final Design

530 Project Plans and Specifications

- Final design revisions related to increasing the depth of the railroad crossing and downstream structures between Diversion Structure 1 and the equalization pump station by up to four and a half feet. Amendment No. 1 did not include a full structural redesign of the grinder and equalization pump station structure due to the increase in depth. These revisions include a complete structural re-design of the diversion structure and the grinder/equalization pump station structure.
- Final proposed railroad crossing based on the findings and recommendations of the supplemental geotechnical investigations and selected tunnel method approach as related to the potential rock interface.
- Design of Circleview Road including layout, grading, pavement, and storm drainage improvements.
- This includes revisions to the proposed water main route along Circleview Road from Mountain Drive to the project site.

550 Design Review

- As part of the final design, a third-party design review is included for an additional QA/QC review. This work will be done by the Protégé firm and will be primarily a constructability review of final drawings and specifications.

COMPENSATION

The following changes to the initial SS7560 contract are recommended to incorporate final design and construction services by \$588,283 for this proposed amendment:

- Task 100: \$95,010
- Task 200: \$23,352
- Task 300: \$27,457
- Task 400: \$11,914
- Task 500: \$430,550

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

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value	
Task 100	Evaluation and Design Phase Administration	\$91,710	\$0	\$95,010	\$186,720	LS
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$83,196	\$40,154	\$23,352	\$146,702	LS
Task 300	Survey and Utility Mapping	\$19,298	\$0	\$27,457	\$46,755	LS
Task 400	Geotechnical Investigations	\$28,092	\$263,142	\$11,914	\$303,148	LS
Task 500	Final Design	\$418,873	\$146,768	\$430,550	\$996,191	LS
Task 600	Permits and Property	\$37,446	\$0	\$0	\$37,446	LS
Task 650	Permit Application Fees	\$3,000	\$0	\$0	\$3,000	NTE
Task 700	Bidding and Award	\$29,114	\$2,840	\$0	\$31,954	LS
Task 800	General Services During Construction	\$560,046	\$16,190	\$0	\$576,236	LS
Task 900	Full Time Construction Inspection	\$362,340	\$0	\$0	\$362,340	LS
Task 1000	Project Closeout	\$165,206	\$0	\$0	\$165,206	LS
Task 1100	Additional Services	\$50,000	\$0	\$0	\$50,000	LS
Total Fee		\$1,848,321	\$469,094	\$588,283	\$2,905,698	

SCHEDULE

The current contract expiration is March 31, 2024. The contract expiration shall be extended to January 31, 2025.

SUBCONSULTANT FIRM INFORMATION

The original contract included Palmetto Consulting Engineering Group, Inc. as a Protégé Firm, Howard Engineering as a sub-consultant Firm, Terracon as a sub-consultant Firm, and Michael Baker International as a sub-consultant firm, for a Protégé percentage of 20.92% and total combined Protégé/Sub-consultant fee of 42.90%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will decrease the Protégé participation from the original contract from 20.83% to 20.18%, and decrease the total combined Protégé/Sub-consultant fee from 44.22% to 40.93%.

	Total Contract Amount	Palmetto Amount (Protégé)	% of Contract Amount	Howard Amount (Sub-consultant)	% of Contract Amount	Terracon Amount (Sub-consultant)	% of Contract Amount	Baker Amount (Sub-consultant)	% of Contract Amount	CEH (Sub-consultant)	% of Contract Amount
Original Contract	\$1,848,321	\$386,611	20.92%	\$54,400	2.94%	\$22,500	1.22%	\$329,400	17.82%	\$0	0.00%
CA#1	\$397,594	\$81,267	20.44%	\$0	0.00%	\$119,000	29.93%	\$0	0.00%	\$0	0.00%
CA#2	\$71,500	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$65,000	90.91%
CA#2	\$588,283	\$118,555	20.15%	\$12,536	2.13%	\$0	0%	\$0	0.00%	\$0	0.00%
Total	\$2,905,698	\$586,433	20.18%	\$66,936	2.30%	\$141,500	4.87%	\$329,400	11.34%	\$65,000	2.24%

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	\$1,848,321	\$1,055,410	57.10%	\$386,611	20.92%	\$406,300	21.98%
CA1:	\$397,594	\$197,327	49.63%	\$81,267	20.44%	\$119,000	29.93%
CA2:	\$71,500	\$6,500	9.09%	\$0	0%	\$65,000	90.91%
This Change Order: (Increase)	\$588,283	\$457,192	77.72%	\$118,555	20.15%	\$12,536	2.13%
Revised Contract:	\$2,905,698	\$1,716,429	59.07%	\$586,433	20.18%	\$602,836	20.75%

MPP Project #/Name: SS7560 Lower Crane Creek EQ Storage

Change Order #: 03 (Ex: 01, 02)

Change Order/Amendment Amount: \$588,283

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

As part of the preliminary design efforts currently underway on the project, it became apparent that the best railroad crossing location for the influent sewer (to avoid unsuitable subsurface conditions) required the lowering of the pump station and grinder facilities. In addition, it became apparent that relocation and adjustment of the facility access road was required to increase vehicle access, accommodate necessary utility corridors, and integrate with a future Richland County recreational trail project. These changes required additional preliminary and final design effort. Incorporation of the additional design effort into the existing project is the most logical and straightforward mechanism to complete the project and reduce schedule delays associated with the additional work.

Change Order/Amendment Type:

- ☒ **Time Extension – New End Date:** January 31, 2025 (Please sign & return form if no cost)
- ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

- ☒ **Funding Increase – Amount = \$588,283** (Please continue on to questions 3 A & B below)
 - Will protégé be performing any work within this change order?** ☒ Yes ☐ No (If no, skip to B)
 - Amount of Change Order/Amendment to be received by the protégé:** \$118,555

- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Redelineation of wetlands on stie & access road, prepare new 404 & 401 permits. Survey of wetlands and additional access road, Mountain Dr., & railroad bridge information requested by RR. Geotechnical work, additional permits required by the additional work, and coordination and review.

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

Not Applicable

4. Revised scope of work

Additional preliminary and final design work associated with lowering the pump and grinder station facilities and access road improvements

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 Kevin M. Bair, P.E. (Mentor Firm) this 17th day of June 2022.

By: [Signature] Title: Project Manager

Firm Name: Hazen and Sawyer

EXECUTED by Marguerite McClam (Protégé Firm) this 17th day of June 20 22.

By: [Signature] Title: President

Firm Name: Palmetto Consulting Engineering Group, Inc.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension contract amendment. The original project contract amount was \$1,848,321.00. The original amount received by the protege was \$386,611.00 or 20.92% of the original contract amount. The revised total contract amount is \$2,905,698.00, which includes the current and any previous contract amendments for this project. The protege will receive \$586,433.00 or 20.18% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
27th day of June, 20 22.

By: Kalenna P. Gingard Title: Program Compliance Specialist

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





We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract for Project SS6911; Annual Sanitary Sewer Root Control, as requested by Columbia Water on July 13, 2022. Award to Duke's Root Control, Inc. in an amount not to exceed \$559,470.00. This contractor is located in Syracuse, NY.

REQUISITION NO.: R217128

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer, Stormwater (5516205-SS6911-638305). The original budget amount is \$559,470.00.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

There was one (1) responsive and responsible bid submitted for this project under BID033-21-22-NMJ.

The work specified in this project shall begin on the commencement date as defined in the Notice to Proceed and all work herein specified shall be completed by June 30, 2023. This is the initial annual contract with up to three optional 1-year renewals.

ATTACHMENTS:

- **#a:** SS6911 (22-23) Sanitary Sewer Root Control MT Memo (PDF)
- **#b:** Approved Annual Sanitary Sewer Root Control SS6911 (PDF)
- **#c:** BIR SS6911 (PDF)
- **#e:** Bid Tabulation SS6911 (PDF)



We Are Columbia

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

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

DATE: August 9, 2022

Subject: Recommendation for Approval
Construction Contract Duke's Root Control
SS6911 (22-23) Sanitary Sewer Root Control

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Construction Contract with Duke's Root Control, Inc. to provide funding for root control throughout the various City of Columbia's sanitary sewer basins. The amount of this contract is \$559,470.

This project is required to kill root growth in the City's sanitary sewer lines and prevent regrowth to the maximum extent possible. Root damage to sewer piping is a significant contributor to infiltration and inflow, leading to sanitary sewer overflows (SSOs). The project is an annual contract with multiple yearly renewals, and the priority locations for each year of the contract are based on pipe material, pipe age, past sanitary sewer overflows that have occurred, and work orders provided to the Wastewater Management Division. The project was competitively bid, with the bid opening on June 30, 2022; one bid was received, from Duke's Root Control, and the recommendation to award was given based on past successful project experience with this contractor.

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

Contract

City of Columbia, South Carolina

SS6911(22-23)

Annual Sanitary Sewer Root Control

BID033-21-22-NMJ

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Duke's Root Control Inc.**, with legal address and principal place of business at **3983 Eastbourne Drive Syracuse, NY 13206**, 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 begin on the date specified in the Notice to Proceed (NTP) with all work herein contemplated to be completed by **June 30, 2023**. There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Five Hundred Fifty-Nine Thousand Four Hundred Seventy Dollars and Zero Cents (\$559,470.00).**

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.

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 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications", Part 20 "Specifications for Sodding, Fertilizing and Seeding" of the City of Columbia's Engineering Regulations.

9.2.8 Project Manual.

9.2.9 2022-23 Mapbook, 2023-24 Mapbook, 2024-25 Mapbook, and 2025-26 Mapbook.

9.2.10 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
Duke's Root Control Inc.

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

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) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
NONE -- 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: \$ NONE -- N/A

TOTAL CONTRACT AMOUNT: \$ 559,470.00

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

Business Name: DUKE'S ROOT CONTROL, INC

Representative Name/Title: *Paul C. R.* vice president

Date: 6/20/22

Business Information for Subconsultants/Subcontractors - continued
List information for each Subcontractor or Subconsultant below.
1) Subcontractors Company information (Primary/Main office location)

 Company Name

 NONE -- N/A

 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 #

 City of Columbia Vendor # (Required)

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 #

 City of Columbia Vendor # (Required)

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 # _____

City of Columbia Vendor # (Required) _____

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 # _____

City of Columbia Vendor # (Required) _____

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 #

 City of Columbia Vendor # (Required)

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 #

 City of Columbia Vendor # (Required)

Event Number	BID033-21-22-NMJ	Organization	City of Columbia, SC
Event Title	Annual Sanitary Sewer Root Control (SS691	Workgroup	Purchasing
Event Description	Pre-Bid Meeting via Zoom will be held on Ju	Event Owner	Nadia Johnson
Event Type	IFBs	Email	nadia.johnson@columbiasc.gov
Issue Date	6/8/2022 11:07:57 AM (ET)	Phone	803 (545) 4071
Close Date	6/30/2022 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Duke's Root Control, Inc.	Syracuse	NY	6/30/2022 07:03:29 AM (ET)	1	\$559,470.00

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



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS725802; Gravity Sewer from Greenlawn Drive Burnside #1 Pump Station - Phase 2, as requested by Columbia Water on January 27, 2022. Award to Stutts & Williams, LLC, Inc. in an amount not to exceed \$1,969,090.20, which includes contingency. This contractor is located in Lexington, SC.

REQUISITION NO.: R214861

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water & Sewer Improvements (5529999-SS725802-658650). The original budget amount is \$1,969,090.20.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:
This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 17% CDBE goal. The CDBE percentage is currently at 11.62%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE Program requirements. Stutts & Williams, LLC is the prime contractor and will provide sanitary sewer construction at 62.12% (\$1,112,082.00) of the total contract amount.

The following subcontractors will provide additional services:

Knights Companies of Summerville, SC, will provide flowable fill and manhole services at 5.59% (\$100,000.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE of Lexington, SC, will provide hauling services at 5.03% (\$90,000.00) of the total contract amount.

Ferguson Waterworks of Elgin, SC, will provide pipe materials at 20.67% (\$370,000.00) of the total contract amount.

AOS Specialty Contractors Inc., a Minority Business Enterprise (W) and a CDBE of Lexington, SC, will provide milling and resurfacing services at 6.03% (\$108,000.00) of the total contract amount.

SCA Underground, a Minority Business Enterprise (W) and a CDBE of West Columbia, SC, will provide closed-circuit television (CCTV) services at 0.56% (\$10,000.00) of the total contract amount.

There were three (3) responsive and responsible bids received for this project under BID020-21-22-LAG.

The total construction time allocated for this project is two hundred seventy (270) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$ 1,790,082.00
Contingency (10%)	\$ 179,008.20
Total	\$ 1,969,090.20

ATTACHMENTS:

- **#a:** MT Memo Item 14 SS725802 Greenlawn to Burnside_ (PDF)
- **#b:** Contract approved by Legal (PDF)
- **#d:** Compliance Approval Memo (PDF)
- **#e:** Bid Tabulation (PDF)
- **#f:** Location Map (PDF)
- **#g:** Stutts & Williams BIR Form (PDF)



We Are Columbia

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

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

DATE: August 9, 2022

Subject: Recommendation for Approval
Construction Contract Stutts & Williams LLC
SS725802 – Gravity Sewer from Greenlawn Drive to Burnside #1 Pump Station Phase 2

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Construction Contract with Stutts & Williams to provide funding for the construction of a new upsized gravity sewer pipe in the East Lake subdivision. The amount of this contract is \$1,969,090.20.

This project includes the construction of approximately 2,000 linear feet of 18-inch gravity sewer in the East Lake subdivision near Leesburg Road. The project will upsize an existing 12-inch gravity sewer that is currently undersized for wet-weather flows based on hydraulic modeling of the City's wastewater system. This is a Columbia Disadvantaged Business Enterprise (CDBE) project with a 17% goal. Stutts & Williams' bid currently has 11.62% CDBE participation. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE Program requirements.

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

CONTRACT

City of Columbia, South Carolina

SS725802 (CDBE)

Gravity Sewer from Greenlawn Drive to Burnside #1 Pump Station Phase 2

BID020-21-22-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Stutts & Williams, LLC**, with legal address and principal place of business at **P.O. Box 2046, Lexington, SC 29071**, 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 SC**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred forty (240)** 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 seventy (270)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **One Million Seven Hundred Ninety Thousand Eighty-Two Dollars and Zero Cents (\$1,790,082.00)**. This contract also provides for an additional contingency in the amount of **One Hundred Seventy-Nine Thousand Eight Dollars and Twenty Cents (\$179,008.20)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

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 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 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications" and Part 17 "Specifications for Sanitary Sewers", both of the City of Columbia's Engineering Regulations.

9.2.8 Permits.

9.2.9 Location Map.

9.2.10 Technical Specifications.

9.2.11 Drawings, numbered 1, through 7, inclusive and dated **February 8, 2022.**

9.2.12 Addenda numbers 1 to 1, 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.

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 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
INTER-OFFICE MEMORANDUM

TO: LaTonya Germany, Compliance Specialist

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: June 7, 2022

PROJECT: BID020-21-22-LAG – Gravity Sewer from Greenlawn Drive to Burnside #1 Pump Station Phase 2 (SS725802) CDBE

Bids for this project were opened publicly at 10:00 a.m. on June 7, 2022 by TeleCom Services.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent responsive low bidder is Stutts & Williams LLC. of Lexington, SC at \$1,790,082.00.

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.

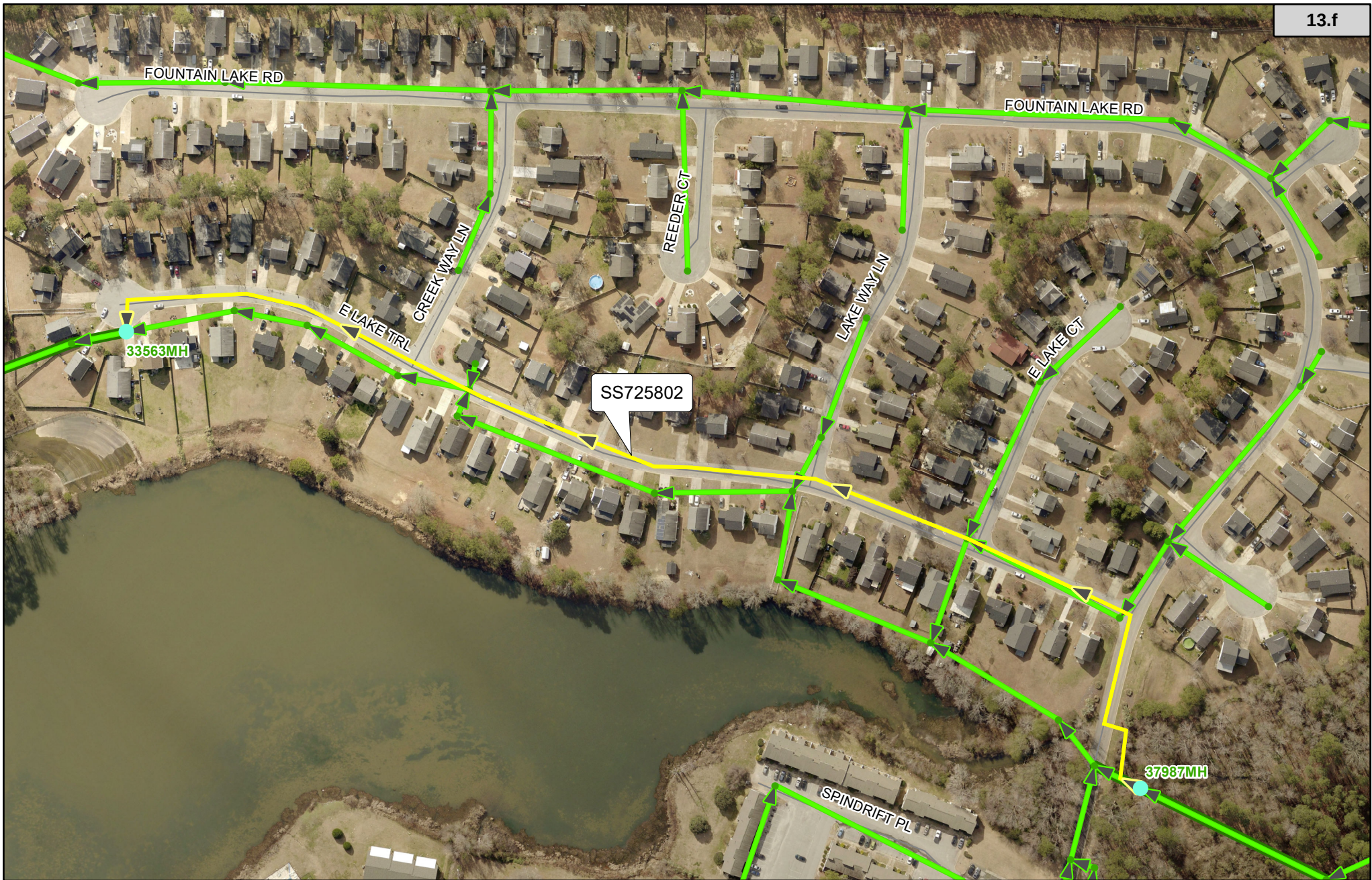
Review Approved: LaTonya B Germany
LaTonya Germany, Compliance Specialist

Date: June 7, 2022

Event Number	BID020-21-22-LAG	Organization	City of Columbia, SC
Event Title	Gravity Sewer from Greenlawn Drive to Bur	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	5/24/2022 10:13:52 AM (ET)	Phone	
Close Date	6/7/2022 10:03:00 AM (ET)	Fax	xlagrice

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Stutts & Williams, LLC	Lexington	SC	6/7/2022 09:48:49 AM (ET)	1	\$1,790,082.00
LAD Construction, LLC	Swansea	SC	6/7/2022 08:44:35 AM (ET)	1	\$2,436,161.00
mcclam & associates inc	little mountain	SC	6/7/2022 09:45:21 AM (ET)	1	\$2,542,116.25

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



Clean Water 2020
© Columbia's Clean Water for Clean Water



We Are Columbia

Legend

- Sewer Manholes
- Sewer Gravity Mains
- Sewer Gravity Mains ($\geq 15"$)
- Beginning and Ending Manholes for SS725802
- SS725802



1 inch = 200 feet

0 50 100 200 300
Feet

SS725802
Gravity Sewer From
Greenlawn Dr. to the Burnside #1
Pump Station - Phase 2

Prepared For: **Packet Pg. 227**

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 #	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Knights companies		flowable fill and manholes	\$100,000 -	5.59 %		
LA BARRIER		stone and hauling	\$90,000 -	5.03 %	CDBE	
Ferguson Water works		pipe materials	\$370,000 -	20.61 %		
ADS Specialties		milling and resurfacing	\$108,000 -	6.03 %	CDBE	
SLA Underground		CCTV	\$10,000 -	.56 %	CDBE	
				%		

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: \$ 678,000.00

TOTAL CONTRACT AMOUNT: \$1,790,082.00

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

Business Name: Stutts & Williams, LLC

Representative Name/Title: Joey Williams, Owner

Date: 06/07/2022



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7271-22/23; Sanitary Sewer Easement Maintenance, as requested by Columbia Water on April 27, 2022. Award to DS Utilities, Inc. in an amount not to exceed \$2,367,320.00. This contractor is located in Little Mountain, SC.

REQUISITION NO.: R217749

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering-Water and Sewer Improvements (5516205-SS7271-638305). The original budget amount is \$2,367,320.00.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 10% CDBE goal. The CDBE goal for this project was exceeded at 13%.

DS Utilities, Inc. is the prime contractor and will provide sanitary sewer easement maintenance at 86.91% (\$2,057,320.00) of the total contract amount.

The following subcontractor will provide additional services:

Smoak Construction, LLC, a Minority Business Enterprise (W) and a CDBE of Little Mountain, SC, will provide light to medium clearing and herbicide application at 13.09% (\$310,000.00) of the total contract amount.

There was (1) responsive and responsible bid received for this project under Bid038-21-22-LB.

The work specified in this project shall begin on the commencement date as defined in the Notice to Proceed and all work herein specified shall be completed by June 30, 2023. This is the initial annual contract with up to three optional 1-year renewals.

Base Bid	\$ 2,367,320.00
Total	\$ 2,367,320.00

ATTACHMENTS:

- **#a:** SS72719(22-23) Sanitary Sewer Easement Maintenance MT Memo (PDF)
- **#b:** Bid038-21-22-LB Contract from Legal (1) (PDF)
- **#c:** DS Utilities BIR Form (PDF)
- **#d:** BID038-21-22-LB Bid Tabulation (PDF)
- **#f:** OBO Memo for DS Utilities (2) (PDF)



We Are Columbia

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

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

DATE: August 9, 2022

Subject: Recommendation for Approval
Construction Contract DS Utilities
SS7271 (22-23) Sanitary Sewer Easement Maintenance

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Construction Contract with DS Utilities, Inc. to provide funding for easement maintenance throughout the various City of Columbia's sanitary sewer basins. The amount of this contract is \$2,367,320.

This project is required to ensure the accessibility of sanitary sewer easements and to clear easements as necessary to restore access for sanitary sewer inspections and maintenance. Mechanical and chemical easement maintenance activities will be utilized to restore easement accessibility with minimal impact to surrounding areas. The project was competitively bid, with the bid opening on July 21, 2022; one bid was received, from DS Utilities, and the recommendation to award was given based on past successful project experience with this contractor.

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

CONTRACT

City of Columbia, South Carolina

Sanitary Sewer Easement Maintenance-Annual Contract

(SS7271-22/23) CDBE

BID038-21-22-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **DS Utilities, Inc.**, with legal address and principal place of business at **1644 Holy Trinity Church Road, Little Mountain, SC 29075**, 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 begin on the date specified in the Notice to Proceed (NTP) with all work herein contemplated to be completed by **June 30, 2023**. There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc. This contract also provides for up to three annual one-year renewals at the same prices included in the bid. Renewals are at the City's discretion.

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 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Two Million Three Hundred Sixty-Seven Thousand Three Hundred Twenty Dollars and Zero Cents (\$2,367,320.00)**

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 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 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications" and Part 20 "Specifications for Sodding, Fertilizing, and Seeding" both of the City of Columbia's Engineering Regulations.

9.2.8 Project Manual.

9.2.9 Project Specifications.

9.2.10 Easement Clearing Maps combined.

9.2.11 Addendum number 1.

9.2.12 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.

Space Intentionally Left Blank

Contractor

DS Utilities, Inc.

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 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

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) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Smoak Construction Company, LLC FEIN # 40-0015361	V-015917	Light/Medium Clearing Herbicide	\$310,000.00	13%	CDBE	FB
				%		
				%		
				%		
				%		
				%		

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: \$ 310,000.00

TOTAL CONTRACT AMOUNT: \$ 2,367,320.00

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

Business Name: DS Utilities, Inc.

Representative Name/Title: Scott C. Nolf P.M.

Date: 7/19/2022

Event Number	BID038-21-22-LB Addendum 1	Organization	City of Columbia, SC
Event Title	Sanitary Sewer Easement Maintenance-Ann	Workgroup	Purchasing
Event Description	Invitation for Bid Opening will be held by co	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	7/8/2022 11:15:01 AM (ET)	Phone	
Close Date	7/21/2022 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
DS Utilities Inc	Little Mountain	SC	7/20/2022 06:01:59 PM (ET)	0	\$2,367,320.00

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: Gary Porth, Construction Procurement Manager
Department of Procurement and Contracts

Vasthi (LaTrelle) Bowdry, Bid Coordinator
Department of Procurement and Contracts

FROM: Cassandra Fletcher, Compliance Administrator
Office of Business Opportunities

DATE: June 28, 2022

SUBJECT: BID038-21-22-LB Sanitary Sewer Easement Maintenance Award Contract (SS7271-22/23) CDBE

D.S. Utilities, Inc. has submitted a letter of commitment agreeing to meet the 10% goal designated for the above referenced solicitation. Good Faith Effort documentation was not a requirement for the Good Faith Efforts Committee review. **D.S. Utilities, Inc.** has fully agreed to the meet the recommended goal of 10%. The CDBE commitment letter of 10% will serve as a sworn affidavit and adheres to the CDBE guidelines. If selected, offeror agrees to maintain or increase their CDBE goal percentage throughout the duration of the project. **D. S. Utilities, Inc.** is hereby deemed **compliant** for the Columbia Disadvantage Business Enterprise Program (CDBE).

The Office of Business Opportunities' recommendation is to move offeror **D.S. Utilities, Inc.** forward to the next phase of IFB process.

Cassandra Fletcher
Compliance Administrator

June 28, 2022
Date

Office of Business Opportunities - Compliance



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SD837104; Penn Branch Stabilization Project, as requested by Columbia Water on March 16, 2022. Award to L-J, Inc. in an amount not to exceed \$6,946,515.00, which includes contingency. This firm is located in Cayce, SC.

REQUISITION NO.: R215558

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Improvement Capital Project Control - Penn Branch Drainage Improvements - Capital Project Costs (5549999-SD837102-658650). The original budget amount is \$7,175,608.80.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with an 18% CDBE goal. The CDBE percentage is currently at 12.75%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE Program requirements.

L-J, Inc. is the prime contractor and will provide repair or replacement services of existing masonry walls at 83.11% (\$4,810,991.20) of the total contract amount.

The following subcontractors will provide additional services:

K and D Contracting Services, a Minority Business Enterprise and a CDBE of Columbia, SC, will provide masonry wall scour repair and modular wall services at 12.75% (\$737,979.20) of the total contract amount.

Chason Landscaping of Columbia, SC, will provide landscaping services at 4.14% (\$239,792.10) of the total contract amount.

There were two (2) bids received for this project under BID030-21-22-CE.

The total construction time allocated for this project is four hundred eighty (480) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

Base Bid	\$5,788,762.50
Contingency (20%)	\$1,157,752.50
Total	\$6,946,515.00

ATTACHMENTS:

- **#a:** MT Memo Item 17 Penn Branch (PDF)
- **#b:** Contract approved by Legal (PDF)
- **#d:** Official Bid Tabulation (PDF)
- **#e:** BIR form for L-J Inc. (PDF)
- **#f:** OBO Compliance Memo (PDF)



We Are Columbia

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

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

DATE: August 9, 2022

Subject: Recommendation for Approval
Construction Contract L-J, Inc.
SD837104 Penn Branch Stabilization Project

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Construction Contract with L-J, Inc. to provide funding for repair and replacement of the Penn Branch channel. The amount of this contract is \$6,946,515.00.

This project includes infrastructure improvements targeted at restoring and improving sections of the Penn Branch channel from Brentwood Drive to Woodlake Drive. Improvements will include repair and replacement of the existing masonry wall as well as slope stabilization along some portions of the natural channel. This is a Columbia Disadvantaged Business Enterprise (CDBE) project with an 18% goal. L-J's bid has 12.75% CDBE participation. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE Program requirements. Two portions of this project were moved forward as emergency repairs previously and are not included in this bid.

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

Contract

City of Columbia, South Carolina

SD837104

Penn Branch Stabilization Project CDBE

BID030-21-22-CE

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **L-J, Inc.** with legal address and principal place of business at **615 Knox Abbott Drive, Suite 200, Cayce, SC 29033**, 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 the by City of Columbia.

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time shall be **four hundred twenty (420)** 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 **four hundred eighty (480)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP). There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Five Million Seven Hundred Eighty-Eight Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents (\$5,788,762.50)**. This Contract also provides for an additional contingency in the amount of **One Million One Hundred Fifty-Seven Thousand Seven Hundred Fifty-Two Dollars and Fifty Cents (\$1,157,752.50)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

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 **Three Hundred Fifty Dollars and Zero Cents (\$350.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Three Hundred Fifty Dollars and Zero Cents (\$350.00)** 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 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" of the City of Columbia's Engineering Regulations.

9.2.8 Specifications.

9.2.9 Approved Permits.

9.2.10 Easement Plats.

9.2.11 Plan Set, numbered 1 through 76, inclusive.

9.2.12 Addendum number 1, 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.

Space Intentionally Left Blank

Contractor
L-J, Inc. _____

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	BID030-21-22-CE Addendum 1	Organization	City of Columbia, SC
Event Title	Penn Branch Stabilization Project SD837104	Workgroup	Purchasing
Event Description	The Bid Opening will be conducted by Conference	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	6/23/2022 09:06:29 AM (ET)	Phone	(803) 545-3476
Close Date	7/12/2022 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
L-J, Inc.	Cayce	SC	7/12/2022 10:41:16 AM (ET)	1	\$5,788,762.50
mcclam & associates inc	little mountain	SC	7/12/2022 09:10:46 AM (ET)	1	\$8,667,531.00

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

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) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (if applicable - Use 2 letter Code See Key Below)
K and D Contracting Services 2727 Welland St. Columbia, SC 29203		Masonry wall Scour Repair, Modular walls	\$ 939,979.20	12.75 %	DBE CDBE	Bm
Chason Landscaping P.O. Box 30249 Columbia, SC 29203		Landscaping	\$ 239,792.10	4.14 %		
				%		
				%		
				%		
				%		

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: \$ 977,771.30

TOTAL CONTRACT AMOUNT: \$ 5,788,762.50

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

Business Name: L-J, Inc.

Representative Name/Title: HUGH W. WILSON, V.P.

Date: 7/12/22



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Latonya Germany, Program Compliance Specialist

FROM: Ciera Ellis, Contract Specialist I
Department of Procurement and Contracts

DATE: July 13, 2022

SUBJECT: BID030-21-22-CE Penn Branch Stabilization Project SD837104 CDBE

Bids for this project were opened publicly at 11:00 A.M., July 12, 2022.

Bids submitted for the referenced project were in participation with the Columbia Disadvantage Business Enterprise (CDBE) Program. The apparent *responsive* low bidder is L-J, Inc. of Cayce, SC at \$5,788,762.50.

Please review for Columbia Disadvantage Business Enterprise (CDBE) 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: *LaTonya B Germany*
Latonya Germany, Compliance Specialist

DATE: July 14, 2022



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-033 - Granting First Renewal to 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: Planning Together

PURPOSE:

First reading approval was given on August 2, 2022.

ATTACHMENTS:

- **#a:** 2022-033 - MCImetro(Verizon) (PDF)

HISTORY:

08/02/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-033

Granting First Renewal to MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

WHEREAS, 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, cable 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 the payment of compensation for the use of streets and public places was adopted on August 4, 2020 and providing for a two-year term; and

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 renew said 2020 agreement and continue 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, 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 _____, 2022, as follows:

That the 2020 Access Agreement between MCImetro Access Transmission Services Corp. and the City of Columbia is hereby renewed for an additional two-year term as provided therein with the renewal term now extended through July 31, 2024.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Amendment to the Unified Development Ordinance for Non-Conforming Sites

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-068 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping and Sec. 17-7.6, Nonconforming Site Features

Proposal: Request to amend Chapter 17 of the Columbia Code of Ordinances to eliminate or reduce requirements that require loss of parking and modify requirements related to non-conforming site features.

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 06/09/2022; Approval (6-0)

First reading approval was given on July 26, 2022.

ATTACHMENTS:

- **#a:** 2022-068 - Amending Chapter 17 Landscape Redevelopment (final) (PDF)
- **#b:** TA-2022-0004_Redevelopment_ZPH (PDF)
- **#c:** UDOamendment-ECCO-Comment (PDF)

HISTORY:

07/26/22

Columbia City Council

APPROVED ON FIRST READING.

Ms. Elizabeth Marks

Action Item (ID # 7686)

Meeting of August 16, 2022

Ms. Kathryn Fenner, Esq.

Ms. Denise Wellman

ORDINANCE NO.: 2022-068

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping and Sec. 17-7.6, Nonconforming Site Features

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping and Sec. 17-7.6, Nonconforming Site Features is amended to read as follows:

Sec. 17-5.3 Landscaping**(d) Transitional Buffer Yards****(1) Purpose**

A transitional buffer yard is a landscaped area between two land uses designed to:

- a. Mitigate potential negative effects of different contiguous land uses;
- b. Prevent an adverse community appearance;
- c. Protect the character of an area; and
- d. Conserve the values of buildings and land.

(2) Applicability

- a. Unless exempted in accordance with subsection b below, all new development shall comply with standards in this subsection.
- b. Transitional buffer yards are not required:
 - 1. Between uses or lots within a single mixed-use development; and
 - 2. Between a proposed development and abutting right-of-way.
 - 3. Development that consists of the renovation or reuse of an existing structure where the buffer would require the reduction in number of parking spaces in an existing parking lot.

(3) Required Width and Plantings**a. Required Buffer Type**

Table 17-5.3(d)(3)a: Buffer Type Application, identifies whether a proposed use requires a transitional buffer yard, and, if a transitional buffer yard is required,

what buffer type is required. Width and planting requirements for each buffer type are set forth in Sec. 17-5.3(d)(3)b, Minimum Width and Plantings.

TABLE 17-5.3(D)(3)A: BUFFER TYPE APPLICATION

PROPOSED USE	EXISTING USE ON ABUTTING LAND [2]				
	SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING	RESIDENTIAL USE, OTHER THAN SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING, HAVING 10 OR FEWER UNITS	RESIDENTIAL USE NOT OTHERWISE LISTED	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE, IF SITE AREA IS 25,000 SQ FT OR LESS	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE NOT OTHERWISE LISTED, OR INDUSTRIAL USE
Single-family detached or two-family dwelling					
Residential use, other than single-family detached or two-family dwelling, having 10 or fewer units	Type B				
Residential use not otherwise listed	Type C	Type B	Type A	Type A	
Public, Civic, and Institutional use or Commercial use, if site area is 25,000 sq ft or less	Type C	Type B	Type A		
Public, Civic, and Institutional use or Commercial use not otherwise listed, or Industrial use	Type D	Type C	Type B	Type A	
NOTES:					
[1] A shaded cell indicates that a transitional buffer yard is not required.					
[2] Where establishment of a use abutting land is pending, the use is considered an existing use for purposes of this subsection if a building permit is issued for the use. If abutting land is vacant and no building permit has been issued for					

Last revised: 7/14/2022
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b. Minimum Width and Plantings

The standards for each transitional buffer yard type in this subsection shall apply where that buffer type is required in accordance with Table 17-5.3(d)(3)a: Buffer Type Application.

1. Minimum Width

Unless reduced in accordance with Sec. 17-5.3(d)(3)c, Reduction in Buffer Width, the minimum required width of a transitional buffer yard shall be as follows:

- (i) Type A: 10 feet;
- (ii) Type B: 20 feet;
- (iii) Type C: 30 feet; and
- (iv) Type D: 40 feet

2. Required Width and Plantings Table

Plantings shall be provided in a transitional buffer yard in the amount shown in Table 17-5.3(d)(3)b: Required Plantings by Buffer Width and Type, based on the width and type of buffer required.

LEGAL DEPARTMENT DRAFT

TABLE 17-5.3(D)(3)B: REQUIRED PLANTINGS BY BUFFER WIDTH AND TYPE

BUFF ER WIDT H (FT) [3] [4]	MINIMUM NUMBER OF SHRUBS AND AGGREGATE CALIPER INCHES (ACI) OF TREES PER 100 LINEAR FEET [2]							
	TYPE A		TYPE B		TYPE C		TYPE D	
	SHRUB S	TRE ES (ACI)	SHRUB S	TRE ES (ACI)	SHRUB S	TRE ES (ACI)	SHRUB S	TRE ES (ACI)
10	20	12						
20	14	10	40	14				
30	12	8	28	12	60	16		
40 or more	8	8	24	12	36	14	80	20

NOTES:

- [1] Buffer widths that are less than the minimum allowed are shaded in this table.
- [2] The actual required number of shrubs or ACI of trees is determined by dividing the number of linear feet of the transitional buffer yard by 100, multiplying the result by the number of shrubs or ACI, as appropriate, required per 100 linear feet, and rounding to the nearest whole number.
- [3] If a proposed transitional buffer yard width falls between two adjacent widths listed in this table (higher listed width and lower listed width), the required ACI of trees shall be the required ACI for the lower listed width, and the required number of shrubs shall be determined by multiplying by 0.1 the difference between the proposed width in feet and the lower listed width, multiplying the result by the difference between the number of shrubs listed for the higher listed width and number of shrubs listed for the lower listed width, adding the result to the number of shrubs required for the lower listed width, and rounding to the nearest whole number. For example, a proposed Type A transitional buffer yard with a width of 25 feet requires 10 ACI of trees (the same as a 20-foot buffer) and 13 shrubs $((5 \times 0.1) \times (14 - 12) + 12)$ per 100 linear feet.
- [4] Any transitional buffer yard that is less than 15 feet in width shall include a wall made of brick, stone, or stucco that is at least 6 feet in height.

c. Reduction in Buffer Width

The required width of a transitional buffer yard may be reduced in accordance with this subsection, provided, only one width reduction is allowed along any length of a transitional buffer yard.

1. Fence or Masonry Wall Included

The width of a transitional buffer yard may be reduced by the amount shown in Table 17-5.3(d)(3)c: Width Reduction From Fence or Wall, if a fence or wall that complies with the corresponding height and materials requirements in Table 17-5.3(d)(3)c: Width

Reduction From Fence or Wall, and Sec. 17-5.8, Fences and Walls, is located in the transitional buffer yard along the length of the transitional buffer yard.

TABLE 17-5.3(D)(3)C: WIDTH REDUCTION FROM FENCE OR WALL

FENCE OR WALL MATERIALS	ZONING DISTRICT	MINIMUM FENCE OR WALL HEIGHT [1]	TRANSITIONAL BUFFER YARD WIDTH REDUCTION ALLOWED (AS A PERCENTAGE OF THE REQUIRED WIDTH)	MINIMUM WIDTH OF TRANSITIONAL BUFFER YARD AFTER REDUCTION
Wood	Any district	8 feet	25	15 feet
Brick, Stone, or Stucco	Any district	4 feet	25	15 feet
	Any district	6 feet	50	10 feet
	DAC	8 feet	50	5 feet

NOTES:
 [1] Fence or wall height shall be measured from the side of the fence facing away from the property being screened.

2. Berm

The width of a transitional buffer yard may be reduced by 25 percent if a berm having a height of at least four feet is provided.

3. Grade Elevation Change

The width of a transitional buffer yard may be reduced by 25 percent if the transitional buffer yard includes a grade change that achieves a screening effect similar to a wall or a fence, if:

- (i) The grade change is at least six feet;
- (ii) The grade change has a slope of three-to-one (horizontal to vertical) or less, or is retained by a retaining wall that meets all applicable engineering standards;
- (iii) The developing property has an elevation that is lower than properties from which it is to be screened; and

- (iv) Required plantings are located at the top of the slope in the transitional buffer yard.

d. Reduction in Plantings

- 1. Wooden fence or brick, stone, or stucco wall: 50 percent reduction in the number of required shrubs.
- 2. Brick, stone, or stucco wall having a height of at least six feet: shrubs are not required, and up to 50 percent of required trees in the transitional buffer yard may be small-maturing trees.

(4) Location

- a. Transitional buffer yards shall:
 - 1. Be located on the site of the proposed development, between the property line and any vehicular use areas, buildings, storage, service areas, or other areas of activity on the property; and
 - 2. Extend along the entire property line of the abutting use.
- b. Transitional buffer yards may be located in required front, side, or rear yards.
- c. Vegetative screening and fencing in a transitional buffer yard shall not be located inside a utility or drainage easement unless:
 - 1. The easement is an overhead easement; or
 - 2. All of the following requirements are met:
 - (i) The easement holder has consented to and the Zoning Administrator has approved the location of the vegetative screening and fencing in the easement;
 - (ii) The vegetative screening and fencing is maintained in accordance with the terms of consent and any applicable maintenance provisions;
 - (iii) Trees planted within 15 feet of an overhead power line shall be small-maturing trees; and

LEGAL DEPARTMENT DRAFT

- d. In those portions of the transitional buffer yard where small-maturing trees are provided in lieu of shade trees in accordance with c.2(iii) above, either the number of required trees per 100 linear feet (see Sec. 17-5.3(d)(3)b, Minimum Width and Plantings) shall be multiplied by two, or a wood fence or masonry wall that meets the height and materials standards in Sec. 17- 5.8, Fences and Walls, shall be provided.

(5) Development Within Transitional Buffer Yards

- a. Development within a transitional buffer yard shall be limited to the following:
 - 1. Fences and walls;
 - 2. Retaining walls;
 - 3. Sidewalks, trails, and bike paths, provided they intersect the transitional buffer yard at a 90-degree angle; and
 - 4. Driveways and parking lot aisles necessary to comply with Sec. 17- 5.1(c)(2), Cross Access Between Adjoining Developments; and
 - 5. Stormwater areas that incorporate Low Impact Development (LID) practices using plant material to manage stormwater.
- b. Development within a transitional buffer yard shall not reduce the general separation of land uses or interfere with the required plantings.

(6) Modification or Waiver for Development Abutting Park or Greenway

If a required transitional buffer yard abuts a park or greenway, the Zoning Administrator may modify or waive any requirement in this subsection on finding that the required transitional buffer yard would otherwise be inconsistent with purposes of this subsection.

(7) Planting and Materials Standards

Trees, shrubs, fences and walls, and berms required by this subsection shall comply with Sec. 17-5.3(c), General Landscaping Standards, unless otherwise specified in subsections a through c below.

a. General

- 1. Trees, shrubs, fences and walls, and berms shall be arranged in a manner that provides the maximum possible visual separation between adjacent land uses, including the massing of shrubs in rows or groups as needed to achieve the maximum screening effect.
- 2. If a fence or wall or berm is located in a transitional buffer yard, all

required trees and shrubs shall be located in an abutting planting area that is at least five feet in width along the length of the transitional buffer yard.

b. Trees

1. Trees shall be shade trees, except:
 - (i) Trees located within 15 feet of an overhead power line shall be small-maturing trees; and
 - (ii) Up to 50 percent of required trees where a brick, stone, or stucco wall having a height of at least six feet is included may be small-maturing trees.
2. At least 50 percent of required trees shall be evergreen species in unreduced buffers.

c. Shrubs

1. Shrubs shall be evergreen species expected to reach a height of six feet or greater within five years of planting.
2. Shrubs shall be a minimum of three feet in height when planted.

(e) Street Protective Yards

(1) Purpose

A street protective yard is a landscaped area abutting and parallel to a recorded public street right-of-way designed to:

- a. Provide more pleasing views along travel ways;
- b. Provide for continuity of vegetation;
- c. Reduce the amount of impervious surface and thereby reduce stormwater runoff;
- d. Provide shade; and
- e. Preserve a remnant of Columbia's natural vegetative cover.

(2) Applicability

All new development shall comply with the standards in this subsection, except:

- a. Development that consists solely of a change in land use; and
- b. Development, other than vehicular surface areas, in a zoning district that has a minimum front yard setback of zero feet.
- c. Development that consists of the renovation or reuse of an existing structure where the protective yard would require the reduction in the number of parking spaces in an existing parking lot.

(3) Location

Street protective yards shall be located on the site of the proposed development wherever it abuts an existing or proposed street right-of-way.

(4) Minimum Width

- a. If the minimum front yard setback is greater than ten feet, the minimum width of the street protective yard shall be the width of the minimum front yard setback or 20 feet, whichever is smaller.
- b. If the minimum front yard setback is between zero and ten feet, the minimum width of the street protective yard shall be 10 feet; provided, if the minimum front yard setback is zero feet and ground floor programming is proposed, the minimum width of the street protective yard shall be the minimum width providing adequate planting areas for the healthy growth of required trees to maturity, in accordance with any applicable guidelines and streetscape standards.
- c. Except as provided in b above, notwithstanding any other provision in this Ordinance, a street protective yard shall not have a width of less than five feet as measured from the recorded public street right-of-way abutting the site of the proposed development.

(5) Minimum Area

A street protective yard shall have a minimum area of ten feet times the linear feet of the site of the proposed development that abuts an existing or proposed street right-of-way.

(6) Minimum Plantings

A street protective yard shall comply with the following landscaping standards:

- a. A street protective yard shall contain at least one shade tree for every 40 linear feet of street protective yard or fraction thereof, excluding portions of the street protective yard where driveways are located and areas necessary

to avoid intrusion in to sight areas.

- b. A street protective yard shall contain a minimum of one shade tree, provided, street trees that comply with Sec. 17-6.2(c)(9), Street Trees, shall count toward this requirement.
- c. At least 60 percent of the street protective yard area not used for shade trees or for pedestrian or vehicular access shall be covered in shrubs, ground cover, small-maturing trees, or turf, and all other portions of the street protective yard shall be mulched. A minimum of 75 percent of the area designated on the landscaping plan for grass or ground cover shall be covered by established grass or ground cover within one calendar year from the time of planting.
- d. Within 20 feet of an overhead power line, small-maturing trees spaced between 20 and 30 feet apart on center, unless otherwise necessary to avoid intrusion into sight areas, shall be substituted for required shade trees.

(7) Development Within Street Protective Yards

Development in a street protective yard shall be limited to the following:

- a. Fences and walls;
- b. Retaining walls;
- c. Flagpoles, lamp or address posts, mailboxes, and similar features;
- d. Sidewalks, trails, and bike paths;
- e. Driveways or parking lot aisles having a width of 35 feet or less, provided the centerline of the driveway or parking lot aisle forms a 90-degree angle with the boundary between the site and the right-of-way; and
- f. Stormwater areas treated as site amenities in accordance with Sec. 17-5.5, Open Space.

(f) Vehicular Surface Areas

(1) Purpose

The standards set forth in this subsection for the provision of landscaping in and around vehicular surface areas (parking lots) are designed to:

- a. Enhance their appearance;
- b. Provide shade to reduce heat and glare reflected by paving;
- c. Reduce stormwater runoff;
- d. Filter particulate and gaseous pollutants from the air; and
- e. Reduce the glare of headlights and noise on surrounding properties.

(2) **Applicability**

The following shall comply with the standards in this subsection:

- a. Any new vehicular surface area (parking lot) whether principal or accessory use;
- b. Any new, additional, or expanded portion of an existing vehicular surface area; and
- c. Any existing vehicular surface area that is used to satisfy the off-street parking requirements for a new building, or the expansion of 75% or more an existing building, ~~or the renovation costs exceeding 50% of the taxable building value of an existing building.~~

Sec. 17-7.6 Nonconforming Site Features

(a) **General**

- (1) This Section establishes a mechanism for increasing compliance of nonconforming site features with the standards in this Ordinance as part of the alteration or expansion of a structure on the site.
- (2) For purposes of this Article, the term “nonconforming site features” includes the following:
 - a. Nonconforming off-street parking (see Sec. 17-5.2);
 - b. Nonconforming landscaping (see Sec. 17-5.3); and
 - c. Nonconforming signs (see Sec. 17-5.10).
- (3) Notwithstanding any provision in this Section, any replacement of nonconforming outdoor advertising sign display surface area shall comply with Sec. 17-7.5(c), Replacement of Nonconforming Outdoor Advertising Signage.
- (4) An alteration, addition, or expansion of a building or structure in accordance with this

section shall not increase the degree of nonconformity of a nonconforming site feature.

(b) **Alterations of Buildings or Structures**

- (1) If an application for a building permit is submitted for the alteration of a building or structure on a site that has one or more nonconforming site features, and if the cost of the proposed alteration, combined with all alterations of the same building or structure during the preceding five-year period, exceeds 25 75 percent of the recorded taxable value of the building or structure at the beginning of the five-year period, the applicant shall bring the nonconforming site features into compliance in accordance with Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations

TABLE 17-7.6(B): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR ALTERATIONS			
EXTENT OF ALTERATION OF BUILDING OR STRUCTURE	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE		
	Landscaping	Parking	Signs
Cost of the alteration is less than 25 75 percent of the value of the building or structure [1][2]	None		
Cost of the alteration is 25 percent or more but less than 50 percent of the value of the building or structure [1][2]	None	Minimum off-street parking standards that result in nonconformity; multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance	Full compliance with all sign standards is required
Cost of the alteration is 50 percent or more but less than 75 percent <u>or more</u> of the value of the building or structure [1][2]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance, [3] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required		Full compliance with all sign standards is required

Cost of the alteration is 75 percent or more of the value of the building or structure {1} {2}	Full compliance with all parking, landscaping, and sign standards is required
NOTES:	
[1] The cost of the alteration consists of the cost of the proposed alteration combined with the cost of all alterations of the same building or structure during the preceding five-year period. Costs shall be as shown on the building permit application and shall include the costs of materials and labor.	
[2] The value of the building or structure shall be the taxable value of the building or structure.	

- (2) For purposes of this Subsection, the term “alteration of a building or structure” means any alteration, as defined in the Building Code, of a structure lawfully erected prior to August 30, 2021, excluding any reestablishment of a nonconforming structure in accordance with Sec. 17-7.3(b), Reestablishment after Demolition, Damage, or Destruction, and any repair (other than an addition), as defined in the Building Code.

(c) Additions and Expansion

- (1) ~~If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming signs, as a part of the expansion, the applicant shall bring all nonconforming signs on the site into full compliance with the sign standards in this Ordinance (see 0).~~
- (2) If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming site features, other than nonconforming signs, and if the increase in gross floor area, combined with all expansions of the building during the preceding five-year period, exceeds 25 15 percent of the total gross floor area of the building at the beginning of the five- year period, the applicant shall bring the nonconforming site features, other than nonconforming signs, into compliance in accordance with Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions.

TABLE 17-7.6(C): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR EXPANSIONS

EXTENT OF BUILDING EXPANSION	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE	
	Landscapin g	Parkin g
Less than 45 25 percent increase in gross floor area [1]	None	
Increase in gross floor area of 15 percent or more but less than 25 percent [1]	None	Minimum off-street parking standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance
Increase in gross floor area of 25 percent or more but less than 50 75 percent [1]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance, [2] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required	
Increase in gross floor area of 50 75 percent or more [1]	Full compliance with all parking and landscaping standards is required	
NOTES: [1] The increase in gross floor area consists of the gross floor area of the proposed expansion combined with the gross floor area of all expansions of the same building during the preceding five-year period. Gross floor area of an expansion shall be as shown on the building permit application. [2] For example, assume a site requires a Type B transitional buffer yard, but the current buffer yard has a width of 10 feet and includes 6 shrubs and 5 caliper inches per 100 linear feet. Assume the expansion results in a 30 percent increase in the gross floor area. A compliant Type B transitional buffer yard could have a width of 20 feet, if it included 40 shrubs and 14 caliper inches per 100 linear feet. For the transitional buffer yard standard, one combination of additional width and plantings that would meet the requirements of this section would be an increase in width of 6 feet (20 feet x 30 percent), 12 shrubs (40 x 30 percent) and 4 caliper inches (14 X 30 percent) per linear foot. The result would be a transitional buffer that is 16 feet wide and contains 18 shrubs and 9 caliper inches per 100 linear feet. [3] No structure shall be expanded into a transitional buffer yard.		

Last revised: 7/14/2022
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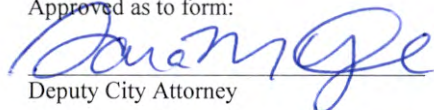
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

July 26, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

Non-Conforming Sites

Proposal: Request to amend Chapter 17 of the Columbia Code of Ordinances to eliminate or reduce requirements that require loss of parking and modify requirements related to non-conforming site features.

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 06/09/2022; Approval (6-0)

ZPH, 1st Reading: 07/26/2022; Pending

2nd Reading: 08/02/2022; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019 and took effect on August 30, 2021. As expected, staff has found some areas that need to be further developed, and is proposing amendments to clarify and streamline existing sections. This amendment will facilitate the redevelopment of existing buildings by removing requirements that affect existing parking lots associated with a redevelopment project. The current regulations can have the effect of requiring improvements that reduce the number of parking spaces and force parking into other areas. This amendment will exempt a redevelopment from these regulations if it results in a loss of parking. The amendment further facilitates redevelopment by limiting required improvements when existing buildings are reused.

The requested amendments are as follows:

- Section 17-5.3(d)(2) – Transitional Buffer Yard Applicability
 - Add language exempting development that consists of the renovation or reuse of an existing structure where the buffer would require the reduction in the number of parking spaces in an existing parking lot
- Section 17-5.3(3)(e) - Street Protective Yard Applicability
 - Add language exempting development that consists of the renovation or reuse of an existing structure where the protective yard would require the reduction in the number of parking spaces in an existing parking lot
- Section 17-5.3(f) – Vehicular Surface Area Applicability
 - Increase the threshold requiring compliance with vehicular surface area requirements
- Section 17-7.6(a,b,c) – Nonconforming Site Features
 - Remove language regarding nonconforming signs
 - Increase threshold requiring compliance for existing nonconforming site features
 - Remove language requiring compliance for nonconforming parking
 - Increase threshold requiring compliance for expansions

STAFF RECOMMENDATION

Staff recommends the Planning Commission recommend to City Council to approve the request.

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(d) Transitional Buffer Yards

3. If a planting area required by this Section is adjacent to parking or vehicular circulation areas. Curb stops, concrete curb, or other devices to prevent vehicular damage to required trees must be shown on the landscaping plan and installed prior to final inspection.

e. Maintain Shape

All required trees shall be allowed to reach their mature size and shall be maintained at their mature size. Except for trimming and pruning within a utility easement in accordance with applicable policies of the affected utility, required plants shall not be cut or severely pruned or otherwise damaged so that their natural form is impaired. Any tree (including, but not limited to crape myrtles) that has been severely pruned, sheared, topped, or shaped as a shrub, shall be considered as damaged vegetation in need of replacement in accordance with Sec. 17-5.3(c)(11)c, Damage Due to Natural Occurrence, and shall be replaced within one growing season with a tree at least four inches in caliper.

f. Natural Death

The natural death of existing vegetation within any required landscape area does not necessarily constitute a violation and does not require re-vegetation to replace the plant material unless the required landscape area no longer complies with the required standards of this section. In no instance shall this provision be construed to prevent re-planting if, in the opinion of the Zoning Administrator, the required performance standard of the landscaping is not being met.

(d) Transitional Buffer Yards

(1) Purpose

A transitional buffer yard is a landscaped area between two land uses designed to:

- a. Mitigate potential negative effects of different contiguous land uses;
- b. Prevent an adverse community appearance;
- c. Protect the character of an area; and
- d. Conserve the values of buildings and land.

(2) Applicability

- a. Unless exempted in accordance with subsection b below, all new development shall comply with standards in this subsection.
- b. Transitional buffer yards are not required:
 1. Between uses or lots within a single mixed-use development; and
 2. Between a proposed development and abutting right-of-way.

3. Development that consists of the renovation or reuse of an existing structure where the buffer would require the reduction in the number of parking spaces in an existing parking lot.

(3) Required Width and Plantings

a. Required Buffer Type

Table 17-5.3(d)(3)a: Buffer Type Application, identifies whether a proposed use requires a transitional buffer yard, and, if a transitional buffer yard is required, what buffer type is required. Width and planting requirements for each buffer type are set forth in Sec. 17-5.3(d)(3)b, Minimum Width and Plantings.

TABLE 17-5.3(D)(3)A: BUFFER TYPE APPLICATION					
PROPOSED USE	EXISTING USE ON ABUTTING LAND [2]				
	SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING	RESIDENTIAL USE, OTHER THAN SINGLE-FAMILY DETACHED OR TWO-FAMILY DWELLING, HAVING 10 OR FEWER UNITS	RESIDENTIAL USE NOT OTHERWISE LISTED	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE, IF SITE AREA IS 25,000 SQ FT OR LESS	PUBLIC, CIVIC, AND INSTITUTIONAL USE OR COMMERCIAL USE NOT OTHERWISE LISTED, OR INDUSTRIAL USE
Single-family detached or two-family dwelling					
Residential use, other than single-family detached or two-family dwelling, having 10 or fewer units	Type B				
Residential use not otherwise listed	Type C	Type B	Type A	Type A	
Public, Civic, and Institutional use or Commercial use, if site area is 25,000 sq ft or less	Type C	Type B	Type A		
Public, Civic, and Institutional use or Commercial use not otherwise listed, or Industrial use	Type D	Type C	Type B	Type A	
NOTES:					
[1] A shaded cell indicates that a transitional buffer yard is not required.					
[2] Where establishment of a use abutting land is pending, the use is considered an existing use for purposes of this subsection if a building permit is issued for the use. If abutting land is vacant and no building permit has been issued for					

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(e) Street Protective Yards****(6) Modification or Waiver for Development Abutting Park or Greenway**

If a required transitional buffer yard abuts a park or greenway, the Zoning Administrator may modify or waive any requirement in this subsection on finding that the required transitional buffer yard would otherwise be inconsistent with purposes of this subsection.

(7) Planting and Materials Standards

Trees, shrubs, fences and walls, and berms required by this subsection shall comply with Sec. 17-5.3(c), General Landscaping Standards, unless otherwise specified in subsections a through c below.

a. General

1. Trees, shrubs, fences and walls, and berms shall be arranged in a manner that provides the maximum possible visual separation between adjacent land uses, including the massing of shrubs in rows or groups as needed to achieve the maximum screening effect.
2. If a fence or wall or berm is located in a transitional buffer yard, all required trees and shrubs shall be located in an abutting planting area that is at least five feet in width along the length of the transitional buffer yard.

b. Trees

1. Trees shall be shade trees, except:
 - (i) Trees located within 15 feet of an overhead power line shall be small-maturing trees; and
 - (ii) Up to 50 percent of required trees where a brick, stone, or stucco wall having a height of at least six feet is included may be small-maturing trees.
2. At least 50 percent of required trees shall be evergreen species in unreduced buffers.

c. Shrubs

1. Shrubs shall be evergreen species expected to reach a height of six feet or greater within five years of planting.
2. Shrubs shall be a minimum of three feet in height when planted.

(e) Street Protective Yards**(1) Purpose**

A street protective yard is a landscaped area abutting and parallel to a recorded public street right-of-way designed to:

- a. Provide more pleasing views along travel ways;
- b. Provide for continuity of vegetation;

- c. Reduce the amount of impervious surface and thereby reduce stormwater runoff;
- d. Provide shade; and
- e. Preserve a remnant of Columbia's natural vegetative cover.

(2) Applicability

All new development shall comply with the standards in this subsection, except:

- a. Development that consists solely of a change in land use; and
- b. Development, other than vehicular surface areas, in a zoning district that has a minimum front yard setback of zero feet.
- c. Development that consists of the renovation or reuse of an existing structure where the protective yard would require the reduction in the number of parking spaces in an existing parking lot.

(3) Location

Street protective yards shall be located on the site of the proposed development wherever it abuts an existing or proposed street right-of-way.

(4) Minimum Width

- a. If the minimum front yard setback is greater than ten feet, the minimum width of the street protective yard shall be the width of the minimum front yard setback or 20 feet, whichever is smaller.
- b. If the minimum front yard setback is between zero and ten feet, the minimum width of the street protective yard shall be 10 feet; provided, if the minimum front yard setback is zero feet and ground floor programming is proposed, the minimum width of the street protective yard shall be the minimum width providing adequate planting areas for the healthy growth of required trees to maturity, in accordance with any applicable guidelines and streetscape standards.
- c. Except as provided in b above, notwithstanding any other provision in this Ordinance, a street protective yard shall not have a width of less than five feet as measured from the recorded public street right-of-way abutting the site of the proposed development.

(5) Minimum Area

A street protective yard shall have a minimum area of ten feet times the linear feet of the site of the proposed development that abuts an existing or proposed street right-of-way.

(6) Minimum Plantings

A street protective yard shall comply with the following landscaping standards:

- a. A street protective yard shall contain at least one shade tree for every 40 linear feet of street protective yard or fraction thereof, excluding portions of

(a) Vehicular Surface Areas

(1) Purpose

The standards set forth in this subsection for the provision of landscaping in and around vehicular surface areas (parking lots) are designed to:

Enhance their appearance;

Provide shade to reduce heat and glare reflected by paving;

Reduce stormwater runoff;

Filter particulate and gaseous pollutants from the air; and

Reduce the glare of headlights and noise on surrounding properties.

(2) Applicability

The following shall comply with the standards in this subsection:

- a. Any new vehicular surface area (parking lot) whether principal or accessory use;
- b. Any new, additional, or expanded portion of an existing vehicular surface area; and
- c. Any existing vehicular surface area that is used to satisfy the off-street parking requirements for a new building, or the expansion of 75 % or more an existing building, ~~or the renovation costs exceeding 50% of the taxable building value of an existing building.~~

Sec. 17-7.6 Nonconforming Site Features

(a) General

- (1) This Section establishes a mechanism for increasing compliance of nonconforming site features with the standards in this Ordinance as part of the alteration or expansion of a structure on the site.
- (2) For purposes of this Article, the term “nonconforming site features” includes the following:
 - a. Nonconforming off-street parking (see Sec. 17-5.2);
 - b. Nonconforming landscaping (see Sec. 17-5.3); and
 - ~~c. Nonconforming signs (see Sec. 17-5.10).~~
- (3) Notwithstanding any provision in this Section, any replacement of nonconforming outdoor advertising sign display surface area shall comply with Sec. 17-7.5(c), Replacement of Nonconforming Outdoor Advertising Signage.
- (4) An alteration, addition, or expansion of a building or structure in accordance with this section shall not increase the degree of nonconformity of a nonconforming site feature.

(b) Alterations of Buildings or Structures

- (1) If an application for a building permit is submitted for the alteration of a building or structure on a site that has one or more nonconforming site features, and if the cost of the proposed alteration, combined with all alterations of the same building or structure during the preceding five-year period, exceeds ~~25~~ 75 percent of the recorded taxable value of the building or structure at the beginning of the five-year period, the applicant shall bring the nonconforming site features into compliance in accordance with Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations.

Article 7: Nonconformities
Sec. 17-7.6. Nonconforming Site Features
(c) Additions and Expansions

TABLE 17-7.6(B): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR ALTERATIONS			
EXTENT OF ALTERATION OF BUILDING OR STRUCTURE	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE		
	Landscaping	Parking	Signs
Cost of the alteration is less than 25 75 percent of the value of the building or structure [1][2]	None		
Cost of the alteration is 25 percent or more but less than 50 percent of the value of the building or structure [1][2]	None	Minimum off-street parking standards that result in nonconformity, multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance	Full compliance with all sign standards is required
Cost of the alteration is 50 percent or more but less than 75 percent <u>or more</u> of the value of the building or structure [1][2]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance, [3] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required		Full compliance with all sign standards is required
Cost of the alteration is 75 percent or more of the value of the building or structure [1][2]	Full compliance with all parking, landscaping, and sign standards is required		
NOTES:			
[1] The cost of the alteration consists of the cost of the proposed alteration combined with the cost of all alterations of the same building or structure during the preceding five-year period. Costs shall be as shown on the building permit application and shall include the costs of materials and labor.			
[2] The value of the building or structure shall be the taxable value of the building or structure.			

- (2) For purposes of this Subsection, the term “alteration of a building or structure” means any alteration, as defined in the Building Code, of a structure lawfully erected prior to August 30, 2021, excluding any reestablishment of a nonconforming structure in accordance with Sec. 17-7.3(b), Reestablishment after Demolition, Damage, or Destruction, and any repair (other than an addition), as defined in the Building Code.

(c) Additions and Expansions

- (1) ~~If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming signs, as a part of the expansion,~~

Article 7: Nonconformities

Sec. 17-7.6. Nonconforming Site Features

(c) Additions and Expansions

~~the applicant shall bring all nonconforming signs on the site into full compliance with the sign standards in this Ordinance (see 0).~~

- (2) If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming site features, other than nonconforming signs, and if the increase in gross floor area, combined with all expansions of the building during the preceding five-year period, exceeds ~~25~~ 15 percent of the total gross floor area of the building at the beginning of the five-year period, the applicant shall bring the nonconforming site features, other than nonconforming signs, into compliance in accordance with Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions.

TABLE 17-7.6(C): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR EXPANSIONS		
EXTENT OF BUILDING EXPANSION	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE	
	Landscaping	Parking
Less than 15 <u>25</u> percent increase in gross floor area [1]	None	
Increase in gross floor area of 15 percent or more but less than 25 percent [1]	None	Minimum off-street parking standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance
Increase in gross floor area of 25 percent or more but less than 50 <u>75</u> percent [1]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance, [2] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required	
Increase in gross floor area of 50 <u>75</u> percent or more [1]	Full compliance with all parking and landscaping standards is required	
NOTES:		
[1] The increase in gross floor area consists of the gross floor area of the proposed expansion combined with the gross floor area of all expansions of the same building during the preceding five-year period. Gross floor area of an expansion shall be as shown on the building permit application.		
[2] For example, assume a site requires a Type B transitional buffer yard, but the current buffer yard has a width of 10 feet and includes 6 shrubs and 5 caliper inches per 100 linear feet. Assume the expansion results in a 30 percent increase in the gross floor area. A compliant Type B transitional buffer yard could have a width of 20 feet, if it included 40 shrubs and 14 caliper inches per 100 linear feet. For the transitional buffer yard standard, one combination of additional width and plantings that would meet the requirements of this section would be an increase in width of 6 feet (20 feet x 30 percent), 12 shrubs (40 x 30 percent) and 4 caliper inches (14 X 30 percent) per linear foot. The result would be a transitional buffer that is 16 feet wide and contains 18 shrubs and 9 caliper inches per 100 linear feet.		
[3] No structure shall be expanded into a transitional buffer yard.		



July 26, 2022

RE: Comments on zoning amendment TA-2022-0004

To City of Columbia Council,

The Earlewood Community Citizens Organization Executive Committee would like to submit the following comments regarding the zoning amendment TA-2022-0004.

Thank you for taking the time to receive public input in this important decision. We support the desire of several of our fellow neighborhood leaders by first and foremost requesting a delay on a vote regarding this zoning amendment. This amendment makes substantial changes to the Unified Development Ordinance (UDO) and we'd like more time to explore alternative solutions that address both the need for flexibility in redevelopment and the surrounding communities.

Ultimately, we'd like to work with City leaders to address UDO changes that can encourage and incentivize redevelopment of properties around the City that still address canopy cover, stormwater, localized flooding, parking, and neighboring property buffer concerns. We'd also love to see short and long term planning that moves us to a more walkable and accessible City. We believe we share these common goals with the Council. The UDO amendment as drafted, however, eliminates protections without finding middle ground, incentives, or alternative solutions. As such, we'd like to delay a vote. If that cannot occur, we cannot support this amendment as drafted. Changes to our development and zoning codes should not risk making the mistakes of the past on redeveloped properties, such as poor stormwater management and canopy cover. We can and should do better as we redevelop, matching and following the successes found in downtown Greenville and Charleston.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads "Emily Burn". The signature is written in a cursive, flowing style. Below the signature is a solid blue horizontal line.

Emily Burn
President, Earlewood Community Citizens Organization



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Zoning Map Amendment for 5609 Farrow Road, TMS# 11612-03-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-067 - Amending the Official Zoning Map to modify the zoning for 5609 Farrow Road, Richland County TMS# 11612-03-02

Council District: 1

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to General Commercial District (GC).

Applicant: John C. Sims

Staff Recommendation: Denial

PC Recommendation: 05/12/2022; Approval (4-1)

The public hearing was held on July 26, 2022.

ATTACHMENTS:

- **#a:** 2022-067 Map Amendment 5609 Farrow Road (PDF)
- **#b:** ZMA-2022-0006_Farrow5609_ZPH (PDF)
- **#c:** Farrow5609_Zoning (PDF)

HISTORY:

07/26/22

Columbia City Council

DEFER CONSIDERATION

ORDINANCE NO.: 2022-067

Amending the Official Zoning Map to modify the zoning for 5609 Farrow Road, Richland County TMS# 11612-03-02

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 5609 Farrow Road, Richland County TMS# 11612-03-02; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 5609 Farrow Road and Richland County TMS# 11612-03-02 and as shown in Attachment A, is hereby rezoned from Community Activity Center/Corridor District (CAC) to General Commercial District (GC). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:



CITY COUNCIL

July 26, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary 5609 Farrow Road, TMS# 11612-03-02

Council District:	1
Proposal:	Request to rezone the property from Community Activity Center/Corridor District (CAC) to General Commercial District (GC).
Applicant:	John C. Sims
Staff Recommendation:	Denial
PC Recommendation:	05/12/2022; Approval (4-1)
ZPH, 1st Reading:	07/26/2022; Pending
2nd Reading:	08/02/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.2 acres
Current Use: Restaurant
Proposed Use: Used car dealership (car lot)
Current Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Zoning: Community Activity Center/Corridor District (CAC)
Proposed Zoning: General Commercial District (GC)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multifamily or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of two area plans adopted by the City of Columbia: [*The Master Plan for the Villages of North Columbia*](#) (2005) and the [*Walkable 29203: Pedestrian Master Plan*](#) (2017).

The Walkable 29203 Pedestrian Master Plan was developed in collaboration with SCDHEC and Richland County, and was adopted by the City in 2017. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. There are no specific pedestrian infrastructure improvements recommended adjacent to the subject property.

The Master Plan for the Villages of North Columbia was adopted by the City in 2005, and the subject property falls within Cluster Three (Section 2, Page 49) and the proposed Gateway Village (Section 3, Page 85) set forth by the plan. The Gateway Village plan recommends a land use of Mixed-use (Retail/Office Ground Floor, Residential/Office Upper Floors) for the subject property, and places the property directly adjacent to a Moderate Activity Node (Farrow between Gary and Standish) (Section 3, Page 97). The plan recommends “the enhancement of Farrow Road within the activity node to create a pedestrian friendly environment” (Section 3, Page 119).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Community Activity Center/Corridor District (CAC). The abutting properties in the City of Columbia have base zoning of Residential Single Family-Small Lot District (RSF-3) to the North and West and Community Activity Center/Corridor District (CAC) to the East and South. The abutting properties in unincorporated Richland County have base zoning of GC to the East.

The proposed zoning district is General Commercial District (GC).

Community Activity Center/Corridor District (CAC)

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments.

General Commercial District (GC)

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers. Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

STAFF RECOMMENDATION

The proposed use, which precipitated the requested zoning change, is not acutely out of context with the current surroundings or the zoning on adjacent property in Richland County. It is, however, contrary to the City Council adopted Villages of North Columbia Master Plan for the area and the Future Land Use classification of UCAC-2, which were both used to determine the assigned Zoning classification. While it may seem aspirational at times, following plan recommendations is a deliberate approach to change an existing context over time in order to realize a community's vision. Therefore, staff recommends denial of the proposed request.



Future Land Use Map

5609 Farrow Road, TMS# 116
Existing FLU: UCAC-2

18.b



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 4/8/2022



We Are Columbia



0 55 110 220
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 287

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

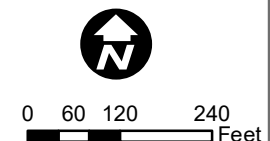
5609 Farrow Road, TMS# 11612-0. **18.b**
 Current Zoning: CAC, Proposed Zoning: GC



Department of Planning &
 Development Services

ORIGINAL PREPARATION/DATE:
 This map was prepared by:

Shane Shaughnessy
 Date: 4/8/2022



DISCLAIMER:
 The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 288

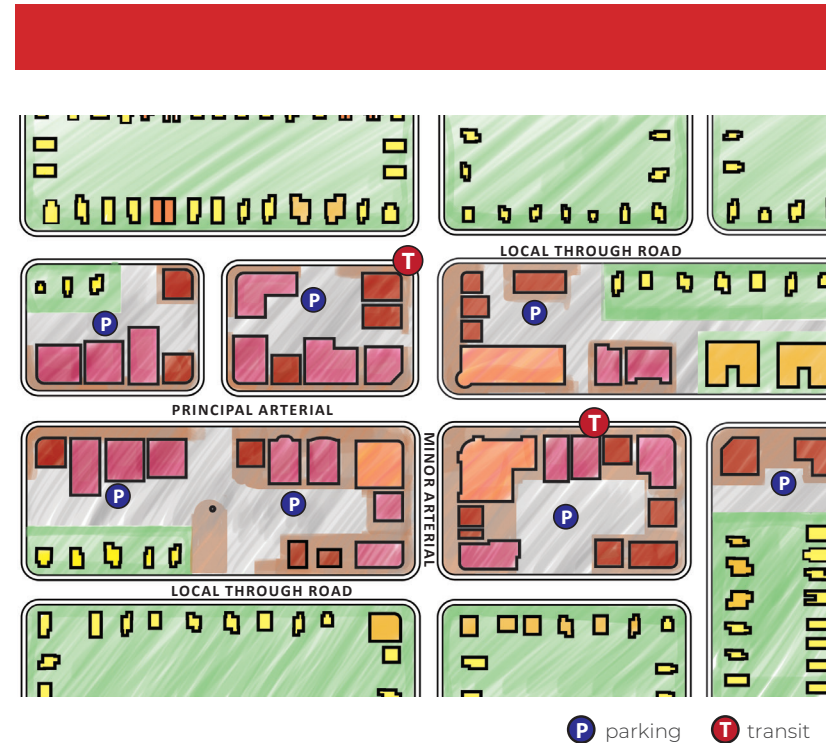
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Existing Future Land Use Classification

Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



UCAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches,



street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

Existing Zoning District

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) CAC: Community Activity Center/Corridor District****(f) CAC: Community Activity Center/Corridor District****(1) Purpose**

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments.

**(2) Use Standards**

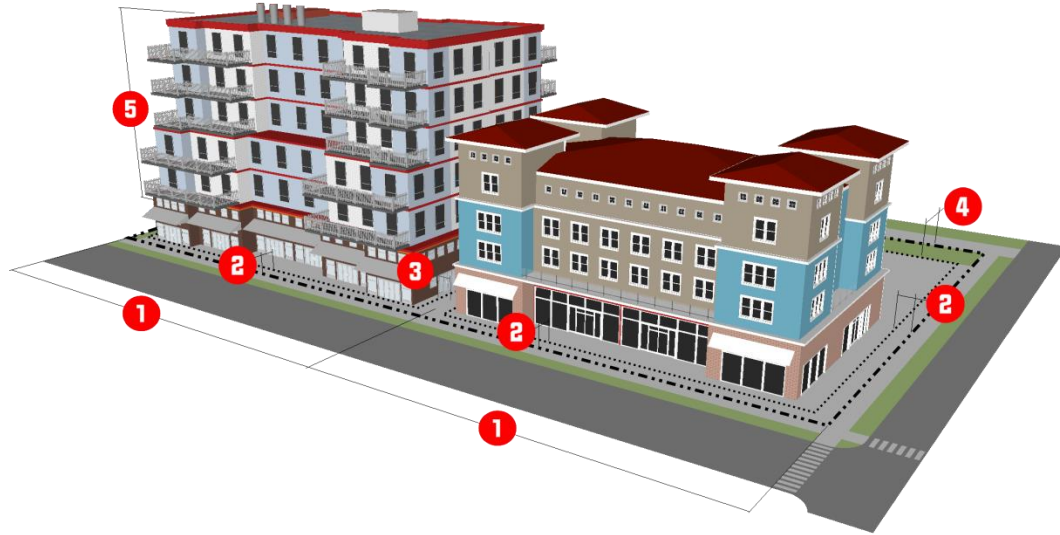
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)		10,000	5,000
1 Lot Width, min. (ft.)		75	50
Lot Coverage, max. (% of site area)		N/A	
Density, max. (du/acre)		N/A	
2 Front Yard Setback, (ft.)	Min.	5 [1]	
	Max.	15 [1]	
3 Side Yard Setback, min. (ft.)		0 to 5	
4 Rear Yard Setback, min. (ft.)		20	
5 Building Height, max. (ft.)		75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) CAC: Community Activity Center/Corridor District****(1) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Proposed Zoning District

Article 3: Zoning Districts

Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts

(j) GC: General Commercial District

(j) GC: General Commercial District

(1) Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.



(2) Use Standards

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

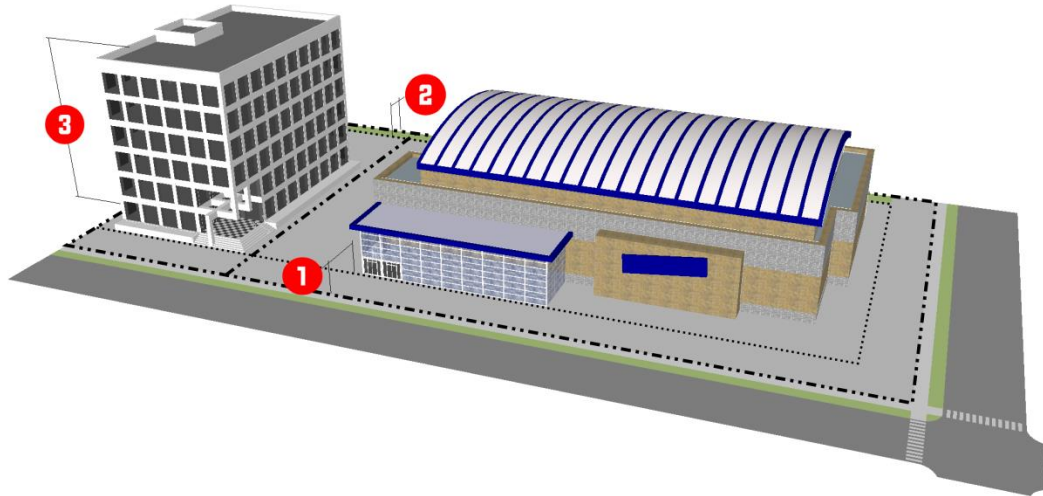
(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
1 Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
2 Rear Yard Setback, min. (ft.)	10
3 Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts**

(j) GC: General Commercial District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Zoning Map

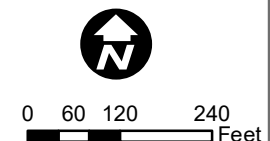
5609 Farrow Road, TMS# 11612-0. **18.c**
 Current Zoning: CAC, Proposed Zoning: GC



Department of Planning &
 Development Services

ORIGINAL PREPARATION/DATE:
 This map was prepared by:

Shane Shaughnessy
 Date: 4/8/2022



DISCLAIMER:
 The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 298

**** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-076 - Granting an encroachment to Central Midlands Regional Transit Authority (CMRTA), for the use of the right of way area of the 3700 and 3800 blocks of Lucius Road and the 3800 block of River Drive for the installation and maintenance of sidewalks and a bus stop adjacent to 3800 and 3808 Lucius Road, Richland County TMS#09103-07-01

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-076 COMET Encroachment (PDF)
- **#b:** Comet Encroachment Case Packet (PDF)

ORDINANCE NO.: 2022-076

Granting an encroachment to Central Midlands Regional Transit Authority (CMRTA), for the use of the right of way area of the 3700 and 3800 blocks of Lucius Road and the 3800 block of River Drive for the installation and maintenance of sidewalks and a bus stop adjacent to 3800 and 3808 Lucius Road, Richland County TMS#09103-07-01

WHEREAS, Central Midlands Regional Transit Authority (CMRTA), (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 3700 and 3800 blocks of Lucius Road and the 3800 block of River Drive for the installation and maintenance of sidewalks and a bus stop adjacent to 3800 and 3808 Lucius Road, 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 _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 3700 and 3800 blocks of Lucius Road and the 3800 block of River Drive adjacent to 3800 and 3808 Lucius Road, Richland County TMS#09103-07-01, for the installation and maintenance of a six (6') wide sidewalk measuring approximately seven hundred and thirty (730') feet in length and a bus stop, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. If sidewalk construction takes place within ten (10') feet of existing trees, trees should be removed as part of the project.
9. The sidewalk width shall be increased to six (6') feet in width as per City Engineering regulations which require a minimum sidewalk width of six (6') feet adjacent to a commercially zoned property.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-076**



**3700 AND 3800 BLOCKS OF LUCIUS ROAD AND 3800 BLOCK OF RIVER DRIVE
ADJACENT TO 3800 AND 3808 LUCIUS ROAD
SIDEWALKS AND A BUS STOP**

Subject Property:	Right-of-way adjacent to 3800 and 3808 Lucius Road
Council District:	1
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks and a bus stop
Applicant:	Central Midlands Regional Transit Authority (CMRTA)
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of a six (6') wide sidewalk measuring approximately seven hundred and thirty (730') feet in length and a bus stop, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. If sidewalk construction takes place within ten (10') feet of existing trees, trees should be removed as part of the project. 9. The sidewalk width shall be increased to six (6') feet in width as per City Engineering regulations which require a minimum sidewalk width of six (6') feet adjacent to a commercially zoned property.
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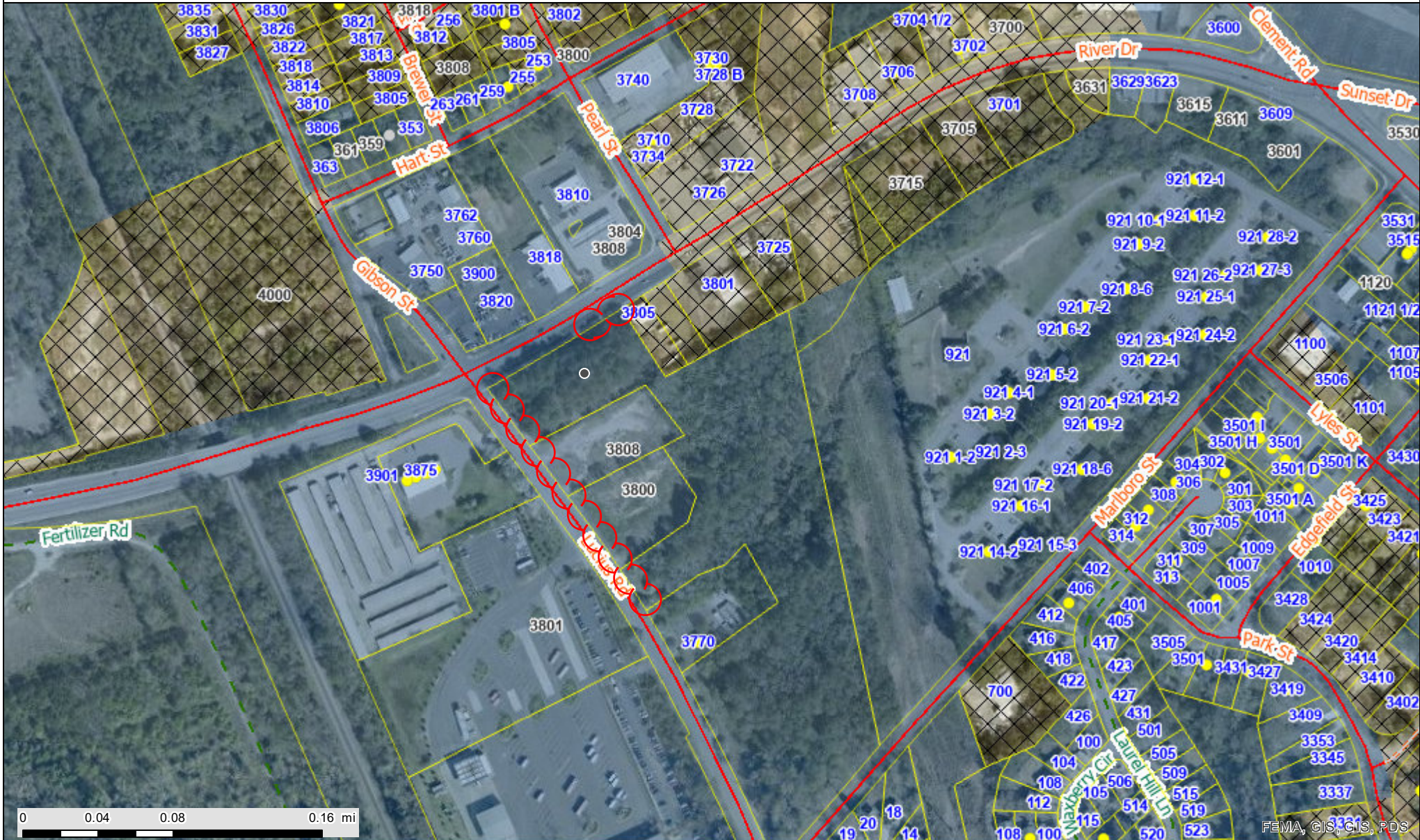
City of Columbia

City of Columbia GIS

19.b



Wednesday, August 3, 2022



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. 303



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

		Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.		JA	
A completed and signed Application Form		JA	
Letters of Agency for all applications where the applicant is not the owner of the subject property		JA	
Pictures or specification sheet of the items to permanently encroach the Right-of-way		JA	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	JA	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	JA	



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Jonathan Atkins	
Company (if applicable) Davis & Floyd, Inc.	
Address (street, city, state, zip) 1319 Highway 72/221 East Greenwood, South Carolina 29649	
Phone (864)229-5211	Email jatkins@davisfloyd.com

2. Property Information

Address Corner of Lucius Road & River Road (Hwy 176)	
Tax Map Reference Number(s) R09103-07-01	
Current use NONE	Proposed use Bus Transit Station and Training Facility

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

The COMET is constructing a new bus transit station and training facility. After approval of the land disturbance permit and with discussions with the SCDOT, it was requested that there be additional sidewalk constructed adjacent to the project site. This 0.1 ac of new sidewalk will be placed along the north side of Lucius Rd. from the permitted project site eastward to Marlboro street.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

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.

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.



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

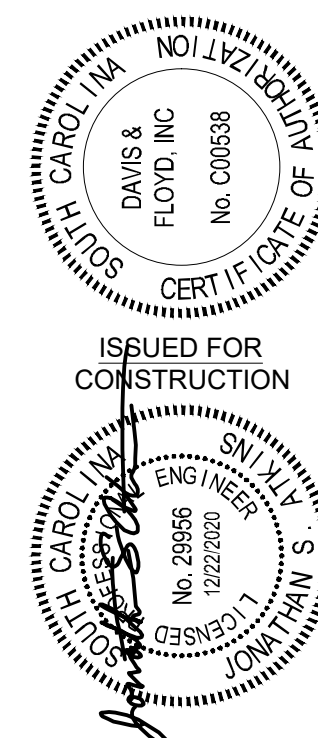
Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name Jonathan Atkins	Date 07/19/2022

LUCIUS ROAD SUPERSTOP

CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA



DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
154 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

PROJECT SUMMARY

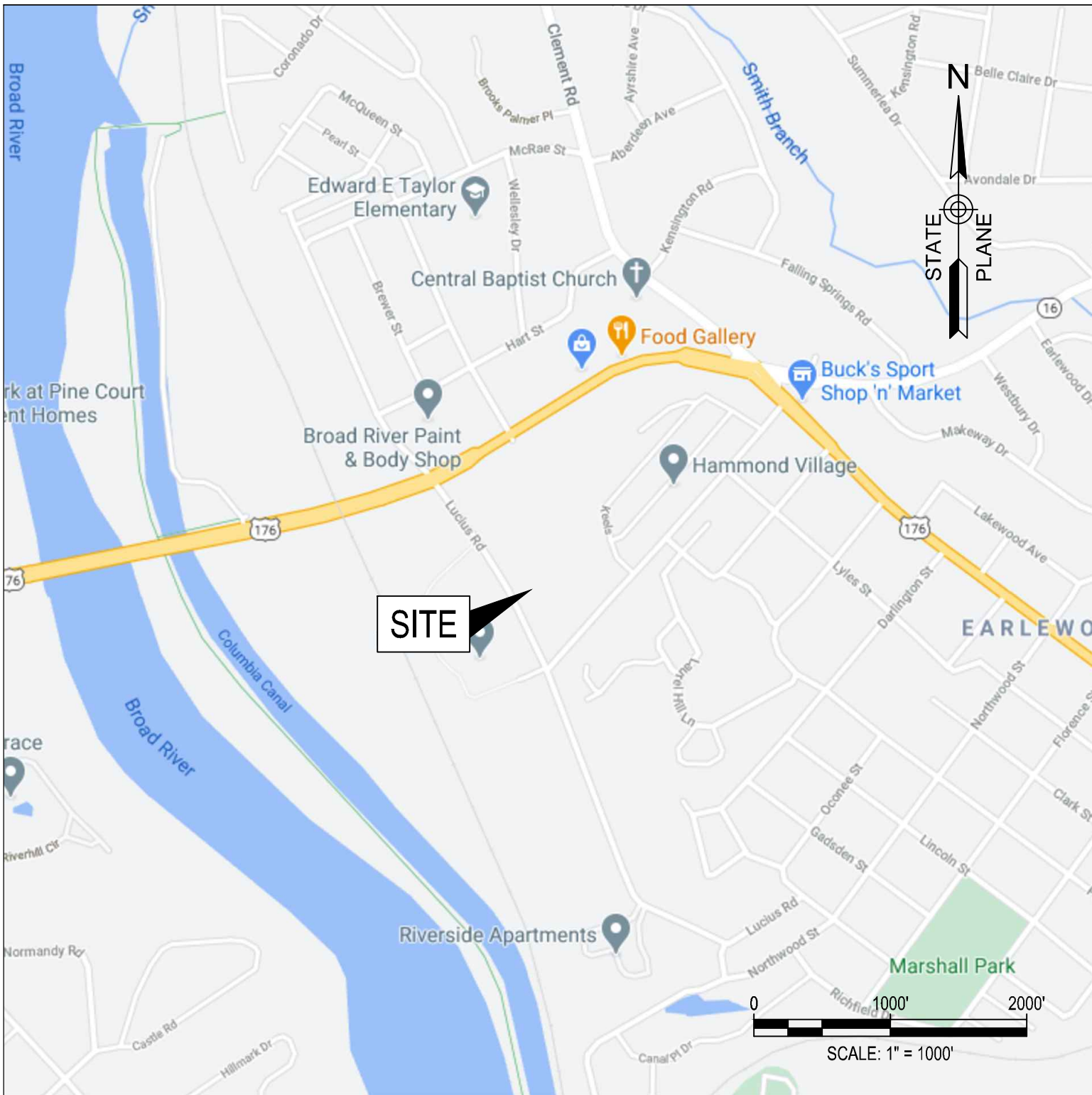
PROJECT NAME: LUCIUS ROAD SUPERSTOP
PROJECT ADDRESS: LUCIUS ROAD & RIVER DRIVE COLUMBIA, SC
PROJECT DESCRIPTION: CONSTRUCTION OF A BUS STOP WITH ASSOCIATED INFRASTRUCTURE SUCH AS DRIVEWAYS, PARKING, BUS STOPS & STORM DRAINAGE.
TAX MAP PARCEL INFORMATION: TMS# R09103-07-01
SITE ACREAGE: 11.74 AC.
TOTAL ACRES: 4.65 AC.
LIMITS OF CONSTRUCTION:
SITE ZONING: M-1: LIGHT INDUSTRIAL DISTRICT
ADJACENT ZONING: NORTH: HIGHWAY 176
SOUTH: MALBORO STREET
EAST: UNZONED
WEST: LUCIUS ROAD
PARKING SUMMARY: TOTAL PROVIDED: 12
NORMAL SPACES: 11
ADA SPACES: 1

SCDOT SUMMARY

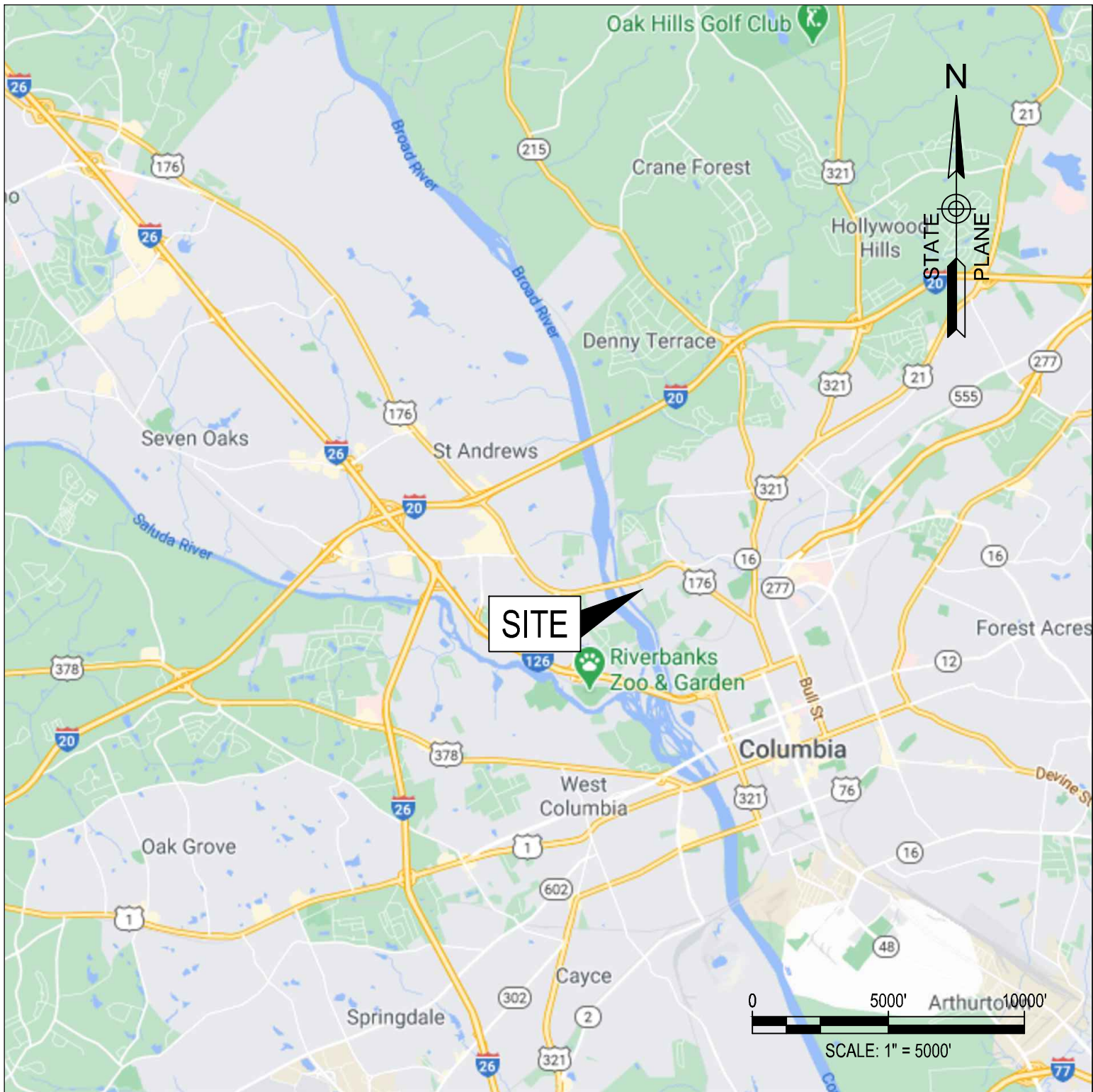
DESIGN REFERENCE: 2017 SCDOT ROADWAY DESIGN MANUAL
ENVIRONMENTAL PERMIT INFORMATION:
USACE PERMIT: NO
NEPA DOCUMENT: NO
401 CERTIFICATION: NO
OCRM CAP: NO
NAVIGABLE WATERS: NO
PROJECT MILEAGE: DRIVEWAYS, AND NEW SIDEWALKS.
RIVER DRIVE: 0.037 MI
LUCIUS ROAD: 0.254 MI
NPDES PERMIT INFORMATION:
COVERAGE NUMBER SCR1027F6
DISTURBED AREA: 4.65 AC
PROJECT AREA: 11.74 AC
LATITUDE: 34.02734
LONGITUDE: -81.06150
HYDRAULIC AND NPDES DESIGN PROVIDED BY: DAVIS & FLOYD, INC.
HYDRAULIC DESIGN REFERENCE: 2009 EDITION OF SCDOTS REQUIREMENTS FOR HYDRAULIC DESIGN STUDIES
TRAFFIC DATA FROM RIS.SCDOT.ORG - YEAR 2020
RICHLAND S-1114
ANNUAL AVERAGE DAILY TRAFFIC: 1450
MILEPOINT: 0.003
FUNCTIONAL CLASS: URBAN-LOCAL
NUMBER OF LANES: 2
PAVEMENT SURFACE TYPE: ASPHALT
STREET NAME: LUCIUS RD

ENGINEER CERTIFICATIONS

"I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS BEING SUBMITTED SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. FURTHER, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, PURSUANT TO REGULATION 72-300 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCR1000000."
12/22/2020
DATE
SIGNATURE *Jonathan Atkins*



LOCATION MAP



VICINITY MAP

EXISTING UTILITY NOTE

EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE ONLY AND HAVE NOT BEEN INDIVIDUALLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES

ADA NOTES

- ALL PUBLIC RIGHT-OF-WAYS AND ALL AMENITIES WILL BE ADA COMPLIANT.
- PUBLIC RIGHT-OF-WAYS MUST REMAIN ADA COMPLIANT THROUGHOUT CONSTRUCTION OR AN ALTERNATIVE ROUTE MUST BE PROVIDED.

DEVELOPER

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
PO BOX 214
COLUMBIA, SC 29202
JOHN ANDOH
O (803) 255-7087 F (803) 255-7113

CIVIL ENGINEER

DAVIS & FLOYD, INC.
JONATHAN ATKINS, PE
1319 HIGHWAY 72/ 221 EAST
GREENWOOD, SC 29649
(864) 229-5211

LANDSCAPE ARCHITECT

DAVIS & FLOYD, INC.
1319 HIGHWAY 72/ 221 EAST
GREENWOOD, SC 29649
(864) 229-5211

SURVEYOR

CES GROUP
274 N HIGHWAY 16 BUSINESS, SUITE 300
DENVER, NC 28037
(704) 489-1500

Page #	Sheet #	Sheet Title
1	C00	COVER
2	C001	GENERAL NOTES
3	C100	EXISTING CONDITIONS & DEMOLITION
4	C200	SITE PLAN
5	C210	DRIVEWAY PLAN - RIVER DRIVE
6	C211	DRIVEWAY PLAN - LUCIUS ROAD
7	C300	GRADING & STORM DRAIN PLAN
8	C310	STORM DRAIN PROFILES
9	C500	SWPPP NOTES
10	C510	SWPPP PLAN - INITIAL
11	C520	SWPPP PLAN - CONSTRUCTION
12	C530	SWPPP PLAN - STABILIZATION
13	C820	SITE DETAILS
14	C821	SITE DETAILS
15	C822	SITE DETAILS
16	C830	GRADING & STORM DRAIN DETAILS
17	C850	SWPPP DETAILS
18	C860	SCDOT DETAILS

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

COVER

FOR NO.	DATE	DESCRIPTION	RELEASED
1	12/22/2020	ISSUED FOR PERMITTING	JJA
2	12/22/2020	ISSUED FOR 30-DAY REVIEW	JJA
3	12/22/2020	ISSUED FOR CONTRACTING	JJA
4	12/22/2020	ISSUED FOR 30-DAY REVIEW	JJA
5	12/22/2020	ISSUED FOR CONTRACTING	JJA
6	12/22/2020	ISSUED FOR 30-DAY REVIEW	JJA
7	12/22/2020	ISSUED FOR CONTRACTING	JJA
8	12/22/2020	ISSUED FOR 30-DAY REVIEW	JJA
9	12/22/2020	ISSUED FOR CONTRACTING	JJA
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11	12/22/2020	ISSUED FOR CONTRACTING	JJA
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73	12/22/2020	ISSUED FOR CONTRACTING	JJA
74	12/22/2020	ISSUED FOR 30-DAY REVIEW	JJA
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97	12/22/2020	ISSUED FOR CONTRACTING	JJA
98	12/22/2020	ISSUED FOR 30-DAY REVIEW	JJA
99	12/22/2020	ISSUED FOR CONTRACTING	JJA
100	12/22/2020	ISSUED FOR 30-DAY REVIEW	JJA



Know what's below.
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THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF DAVIS & FLOYD, INC. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER, ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION

GENERAL CONSTRUCTION NOTE

1. ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. HORIZONTAL DATUM: SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM OF 1983 BASED ON INTERNATIONAL FEET (SC83IF).
3. THE CONTRACT DOCUMENTS FOR THIS PROJECT INCLUDE THE PLANS AND ASSOCIATED TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL USE BOTH THE PLANS AND THE SPECIFICATIONS IN ORDER TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE OWNER'S REQUIREMENTS. IF THERE IS A CONFLICT BETWEEN DRAWINGS AND TECHNICAL SPECIFICATIONS, THE TECHNICAL SPECIFICATIONS SHALL GOVERN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO UNDERSTAND THE EXISTING CONDITIONS AND WORK ENVIRONMENT.
4. CONTRACTOR SHALL PROCURE AND CONFORM TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.
5. CONTRACTOR SHALL PROVIDE ALL BONDS AND INSURANCE REQUIRED BY PUBLIC AND/OR PRIVATE AGENCIES HAVING JURISDICTION.
6. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET APPLICABLE AGENCY REQUIREMENTS AND PROVIDE A COMPLETED PROJECT.
7. CONTRACTOR SHALL HOLD ALL PERMITS IN HAND PRIOR TO COMMENCEMENT OF WORK.
8. CONTRACTOR SHALL REQUEST TREE PROTECTION AND BMP INSPECTION FROM RICHLAND COUNTY PRIOR TO CONSTRUCTION ACTIVITIES.
9. ALL EXISTING ROADS SHOWN ARE PAVED UNLESS OTHERWISE NOTED.
10. PROTECT AND/OR RESTORE ALL IMPROVEMENTS ON THE OWNER'S PROPERTY OR EASEMENT AND ALL ADJOINING PROPERTIES.
11. AREAS DISTURBED BY CONSTRUCTION SHALL BE GRASSED IN ACCORDANCE WITH GRASSING SCHEDULE ON SHEET C-503.
12. CLEAR AND GRUB WITHIN WORK LIMITS FOR ALL SURFACE VEGETATION, TREES, STUMPS, BRUSH, ROOTS, ETC. DO NOT DAMAGE OR REMOVE TREES EXCEPT AS APPROVED BY THE ENGINEER OR AS SHOWN ON THE DRAWINGS.
13. DISPOSAL OF EXCESS EXCAVATED MATERIALS OFF-SITE AND HAULING OF FILL MATERIALS REQUIRED FOR CONSTRUCTION SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR.
14. WHERE ROADWAY DITCHES AND DRAINAGE PIPES ARE DISTURBED, RE-LAY DRAINAGE PIPE TO ORIGINAL INVERT ELEVATIONS AND REGRADE DITCHES TO ESTABLISH POSITIVE DRAINAGE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, COMPLIANCE WITH OSHA REQUIREMENTS, LOCAL POLICIES AND PROCEDURES, SCOPE OF WORK (SOW), RICHLAND COUNTY, AND ALL NECESSARY PERMITS.
16. THE CONTRACTOR SHALL DESIGNATE ONE SET OF DRAWINGS FOR "AS-BUILT DRAWINGS." THE CONTRACTOR SHALL INDICATE ON THESE DRAWINGS ALL FIELD CHANGES AFFECTING THE DESIGN AS WELL AS LOCATIONS AS ACTUALLY INSTALLED. THE "AS-BUILT DRAWINGS" SHALL BE KEPT CURRENT BY THE CONTRACTOR. THE "AS-BUILT DRAWINGS" SHALL BE DELIVERED TO THE OWNER UPON COMPLETION AND ACCEPTANCE OF THE WORK. FINAL PAYMENT FOR THE WORK WILL NOT BE MADE UNTIL THE "AS-BUILT DRAWINGS" HAVE BEEN COMPLETED AND DELIVERED AS INDICATED ABOVE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINES, GRADES, AND STAKING FOR THE PROJECT.
18. THE CONTRACTOR SHALL ADVISE THE ENGINEER IF EXISTING GRADES THAT ARE TO REMAIN ARE IN CONFLICT WITH PROPOSED WORK, CAUSING LIMITATIONS IN DRAINAGE PERFORMANCE OR SIGNIFICANT CHANGES IN CONSTRUCTION LIMITS DEFINED WITH CUT OR FILL LIMITS. SPECIFICALLY THAT WHICH RESULTS IN ANY CONSTRUCTION TAKING PLACE OUTSIDE OF PROPOSED CONSTRUCTION LIMITS.
19. THE CONTRACTOR SHALL NOTIFY RICHLAND COUNTY PRIOR TO CONSTRUCTION FOR REQUIRED INSPECTIONS AND SCHEDULES.
20. CONTRACTOR SHALL COMPLY WITH THE CONTRACTOR SCOPE OF WORK (SOW), LATEST VERSION, FOR ADDITIONAL PROCEDURES INCLUDING BUT NOT LIMITED TO CLEANING AND PASS STATIONS, ITEMS TO BE RECYCLED FOLLOWING RECYCLING AND ENVIRONMENTAL STANDARDS.
21. CONTRACTOR'S DEBRIS AND DUST PROTECTION PLAN SHALL BE APPROVED BY ENGINEER AND OWNER AND COMPLY WITH LOCAL REGULATIONS. DEBRIS CONTROL SHALL BE INCLUSIVE OF CONTAINERS WITH COVERS FOR ALL DEMOLITION MATERIALS AND SITE TRASH MONITORED AND MAINTAINED DAILY. CONSTRUCTION FENCING ADJACENT TO PUBLIC ROADWAYS SHALL HAVE CLOTH BACKING TO PREVENT DAMAGE AND RESTRICT THE MOVEMENT OF AIRBORNE DEBRIS. SWEEPING ROUTINELY DURING CONSTRUCTION ACTIVITIES SHALL ALSO BE PART OF THE DEBRIS AND DUST PROTECTION PLAN. REFER TO THE SWPPP FOR ADDITIONAL MEASURES THAT MUST BE TAKEN TO PREVENT DEBRIS AND DUST. THE SWPPP ALSO DETAILS "GOOD HOUSEKEEPING" BMPs TO BE IMPLEMENTED BY THE CONTRACTOR. RICHLAND COUNTY, SCDOT, OR SCDHEC MAY REQUIRE ADDITIONAL MEASURES IF VISUAL INSPECTION INDICATES THE AFOREMENTIONED PRECAUTIONS ARE INEFFECTIVE.
- EXISTING UTILITIES AND FACILITIES
1. THE LOCATION AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE ENGINEER, OWNER, OR UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH RECORDS. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. EXERCISE EXTREME CAUTION WHEN WORKING NEAR EXISTING UTILITY LINES.
2. CONTRACTOR SHALL CALL PALMETTO UTILITY PROTECTION SERVICE (PUPS) AND ANY LOCAL UTILITY COMPANY NOT REPRESENTED BY PUPS A MINIMUM OF 72 HOURS PRIOR TO STARTING ANY PROPOSED WORK (811).
3. THE CONTRACTOR SHALL CONTACT ALL UTILITY PROVIDERS BEFORE EXCAVATION. THE DRAWINGS INDICATE APPROXIMATE LOCATIONS OF UTILITIES THAT MAY REQUIRE RELOCATION OR REMOVAL FOR THE NEW WORK. THE CONTRACTOR IS REQUIRED TO HAND EXCAVATE AND CONFIRM THE CONFLICT BEFORE ARRANGING FOR RELOCATION OR REMOVAL BY THE RESPECTIVE UTILITY OWNER. IF THE CONTRACTOR REQUIRES AN INTERRUPTION TO ANY UTILITY SERVICE, THEY MUST NOTIFY THE OWNER IN WRITING AT LEAST 48 HOURS PRIOR TO THE DESIRED INTERRUPTION FOR COORDINATION AND SCHEDULING.
4. ALL EXISTING FACILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING UTILITIES AND OTHER FACILITIES NOT INDICATED TO BE REMOVED AT ALL TIMES DURING CONSTRUCTION. ALL EXISTING STRUCTURES, INCLUDING BUT NOT LIMITED TO SIGNS AND DRIVES DISTURBED DURING CONSTRUCTION THAT ARE NOT SHOWN TO BE PERMANENTLY DEMOLISHED, SHALL BE RESTORED TO THEIR ORIGINAL CONDITION OR BETTER.
5. CONTRACTOR SHALL REMOVE AND REPLACE ALL EXISTING SURFACE FEATURES (UNLESS INDICATED TO BE PERMANENTLY DEMOLISHED) NECESSARY FOR INSTALLATION/REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND WORK AS INDICATED ON THESE PLANS AND IN THE SOW. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, CURB & GUTTER, LANDSCAPING, SIDEWALKS, AND PAVEMENT. COSTS FOR REMOVAL AND REPLACEMENT SHALL BE INCLUDED IN THE BID.
6. DAMAGE TO ASPHALT PAVEMENT, BEYOND THE DEFINED LIMITS OF ASPHALT OVERLAY OR ASPHALT REMOVAL, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. DAMAGED ASPHALT PAVEMENT SHALL BE SAW-CUT, REMOVED, AND REPLACED IN ACCORDANCE WITH THE CONSTRUCTION DETAILS AND STANDARD SPECIFICATIONS. IN ADDITION, THE PAVEMENT PATCH SHALL BE OVERLAIN W/ A MINIMUM OF 2" OF TYPE B ASPHALT TO THE SATISFACTION OF THE ENGINEER.
7. ALL PAVEMENT DAMAGED DURING CONSTRUCTION THAT IS NOT INDICATED TO BE PERMANENTLY DEMOLISHED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
8. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING PROPERTY AND STREET MONUMENTS PRIOR TO CONSTRUCTION. ANY MONUMENTS DISTURBED DURING CONSTRUCTION OF THE PROJECT SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
9. CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR EXPOSING POTENTIAL UTILITY CONFLICTS FAR ENOUGH AHEAD OF CONSTRUCTION TO MAKE NECESSARY GRADE MODIFICATIONS

WITHOUT DELAYING THE WORK. IF GRADE MODIFICATION IS NECESSARY, CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER. THE DESIGN ENGINEER SHALL OBTAIN APPROVAL FROM THE OWNER AND UTILITY COMPANY HAVING JURISDICTION PRIOR TO CONSTRUCTION. ALL UTILITY CROSSINGS SHALL BE POTHOLED AS NECESSARY PRIOR TO EXCAVATING OR BORING TO ALLOW THE CONTRACTOR TO PREVENT GRADE OR ALIGNMENT CONFLICTS.

10. DRAINAGE PIPES DESTROYED DURING CONSTRUCTION (WHICH ARE NOT INDICATED TO BE PERMANENTLY DEMOLISHED) ARE TO BE REPLACED WITH NEW CLASS III - WALL B REINFORCED CONCRETE PIPE COMPLYING WITH ASTM C76. ALL JOINTS SHALL BE HAVE A GASKET MEETING ASTM C443 SPECIFICATIONS AND BE WRAPPED WITH A MINIMUM OF 18" OF FILTER FABRIC, UNLESS OTHERWISE NOTED.
11. UTILITIES, OR INTERFERING PORTIONS OF UTILITIES, THAT ARE TO BE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL PLUG THE REMAINING EXPOSED ENDS OF DEMOLISHED SERVICES AND ABANDONED UTILITIES.
12. ANY SEPTIC TANKS ENCOUNTERED DURING CONSTRUCTION SHALL BE PUMPED OUT. CONTRACTOR SHALL BREAK BOTTOM OF TANK OUT AND BACKFILL WITH PEA GRAVEL UNLESS OTHERWISE REQUIRED BY PUBLIC AGENCIES HAVING JURISDICTION. SEPTIC TANK REMOVAL TO BE IN ACCORDANCE WITH CITY, COUNTY AND STATE REQUIREMENTS.
13. ANY UNKNOWN WELLS, TANKS, PIPES, STRUCTURES ETC., ENCOUNTERED SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER. IN THE EVENT CONTAMINATED OR HAZARDOUS MATERIAL IS ENCOUNTERED, THE CONTRACTOR SHALL CONTACT THE OWNER, RICHLAND COUNTY, AND SCDHEC.
14. ANY FUEL TANKS ENCOUNTERED SHALL BE REMOVED AND DISPOSED OF PER SCDHEC REQUIREMENTS. BACKFILL WITH COMPACTED GRANULAR MATERIAL.
15. RELOCATION, REMOVAL, OR ABANDONMENT OF EXISTING UTILITIES OWNED/MAINTAINED BY OTHER AGENCIES (WATER, SEWER, GAS, POWER, COMMUNICATIONS, ETC.) SHALL BE PERFORMED BY RESPECTIVE UTILITY OWNER AND ALL WORK SHALL BE COORDINATED BY THE CONTRACTOR. COST FOR COORDINATION AND OTHER EXPENSES ASSOCIATED WITH UTILITY RELOCATION SHALL BE INCLUDED IN THE BID.
16. CONTRACTOR SHALL RELOCATE THE EXISTING WATER, GRAVITY SEWER, AND ALL OTHER APPLICABLE INFRASTRUCTURE NOT EXCLUDED FROM CONTRACTOR'S SOW IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. SHUT DOWNS AND TRANSFERS SHALL BE COORDINATED WITH OWNER. SOME UTILITY SHUT DOWNS MAY BE REQUIRED AFTER NORMAL BUSINESS HOURS. SHUT DOWNS SHALL BE KEPT TO A MINIMUM AND OWNERS AND UTILITY PROVIDERS SHALL HAVE AT LEAST 48 HOURS NOTICE.

GRADING, PAVING AND DRAINAGE

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES AROUND THE CLOCK TO ENSURE THAT PUBLIC STREETS AND RIGHT-OF-WAYS ARE KEPT CLEAN OF MUD, DUST, OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE, STREET SWEEPING, AND PROPER BMPs PLACED BY THE CONTRACTOR.
2. GRADING WORK, MATERIALS AND EQUIPMENT, UNLESS SPECIFICALLY STATED OTHERWISE HEREIN, SHALL BE IN ACCORDANCE WITH REQUIREMENTS OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
3. ALL UTILITY MANHOLES SHALL BE FLUSH WITH THE PAVEMENT SURFACE.
4. ALL FILLS SHALL BE ENGINEERED AND CONSTRUCTED IN 8" LIFTS MAXIMUM WITH HEAVY COMPACTION EQUIPMENT. EACH LIFT SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (MODIFIED PROCTOR) AND BE WITHIN 3% OF THE OPTIMUM MOISTURE CONTENT, UNLESS OTHERWISE NOTED IN THE PLANS.
5. UNLESS OTHERWISE SHOWN ON THE DRAWINGS, NO FILL SLOPES SHALL BE CONSTRUCTED STEEPER THAN 2H:1V.
6. RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO GRADES THAT RESULT IN POSITIVE DRAINAGE TO THE EXISTING INLETS, UNLESS OTHERWISE NOTED.
7. ANY LARGE DIAMETER RCP STORM PIPING WITH EYELET LIFTING HOLES SHALL BE REPAIRED AND INSPECTED PRIOR TO BACKFILLING OVER PIPES.
8. ALL FILL MATERIALS SHALL BE COMPACTED IN LIFTS TO THE DESIRED COMPACTION RATES WITH FIELD DENSITY TEST REPORTS DOCUMENTING THAT THE REQUIREMENTS HAVE BEEN ACHIEVED. ALLOW INSPECTING AGENCY TO INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTH MOVING ONLY AFTER TESTING RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS. WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY, MOISTEN, AND AERATE OR REMOVE AND REPLACE SOIL MATERIALS TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
9. CONTRACTOR SHALL FURNISH, INSTALL, MONITOR, AND MAINTAIN EXCAVATION SUPPORT & PROTECTION SYSTEMS CAPABLE OF SUPPORTING EXCAVATION SIDEWALLS, OF RESISTING SOIL, HYDROSTATIC PRESSURE, SUPERIMPOSED, AND CONSTRUCTION LOADS. PREVENT SURFACE WATER FROM ENTERING EXCAVATIONS BY GRADING, DIKES, OR OTHER MEANS. INSTALL EXCAVATION SUPPORT AND PROTECTION SYSTEMS WITHOUT DAMAGING EXISTING BUILDINGS, STRUCTURES, AND SITE IMPROVEMENTS ADJACENT TO EXCAVATION. MONITOR VIBRATIONS, SETTLEMENTS, AND MOVEMENTS. SHOW EXISTING CONDITIONS OF ADJACENT CONSTRUCTION AND SITE IMPROVEMENTS WITH PHOTOGRAPHS AND/OR VIDEOS THAT MIGHT BE MISCONSTRUED AS DAMAGE CAUSED BY THE ABSENCE OF, THE INSTALLMENT OF, OR THE PERFORMANCE OF EXCAVATION SUPPORT AND PROTECTION SYSTEMS AND SUBMIT BEFORE WORK BEGINS.
10. CONTRACTOR SHALL DESIGN, FURNISH, INSTALL, TEST, OPERATE, MONITOR, AND MAINTAIN A DEWATERING SYSTEM OF SUFFICIENT SCOPE, SIZE, AND CAPACITY TO CONTROL HYDROSTATIC PRESSURES AND TO LOWER, CONTROL, REMOVE, AND DISPOSE OF GROUND WATER AND PERMIT EXCAVATION AND CONSTRUCTION TO PROCEED ON DRY, STABLE SUBGRADES.
11. CONTRACTOR SHALL CONTINUOUSLY MONITOR AND MAINTAIN DEWATERING OPERATIONS TO ENSURE EROSION CONTROL, STABILITY OF EXCAVATIONS AND CONSTRUCTED SLOPES, THAT EXCAVATION DOES NOT FLOOD, AND THAT DAMAGE TO SUBGRADES AND PERMANENT STRUCTURES IS PREVENTED.
12. CONTRACTOR SHALL ACCOMPLISH DEWATERING WITHOUT DAMAGING EXISTING BUILDINGS, STRUCTURES, AND SITE IMPROVEMENTS ADJACENT TO EXCAVATION.
13. DURING USE OF PUMPS TO REMOVE ANY WATER, CONTRACTOR SHALL RETAIN THE WATER IN SPECIAL RETENTION AREAS AND NOT DISCHARGED INTO THE STORM PONDS, STORM INLETS, OR INTO RECEIVING WATERS. THE WATER SHALL BE TREATED ON SITE PRIOR TO DISCHARGE TO THE RECEIVING WATERS. THIS TREATMENT MAY BE BY PUMPING INTO GRASSED AREAS, FILTER BAGS, ISOLATED SEDIMENT BASINS, OR CONFINED BY AN APPROPRIATE ENCLOSURE. IN ALL AREAS, ADEQUATE SILTATION SKIRTS, TURBIDITY CURTAINS, AND OTHER METHODS AS APPROPRIATE SHALL BE USED. NO TURBID WATER SHALL BE DISCHARGED DIRECTLY INTO THE ON-SITE RETENTION PONDS OR STORM INLETS AS THE SEDIMENT WILL PLUG THE RETENTION AREAS AND STORM PIPES AND ADVERSELY AFFECT THE ABILITY OF THE STORMWATER MANAGEMENT SYSTEM TO OPERATE CORRECTLY.
14. THE CONTRACTORS DEWATERING OPERATION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS AND STANDARDS FOR WATER QUALITY AND QUANTITY.

STORMWATER SYSTEMS

1. ALL REINFORCED CONCRETE PIPE (RCP) SHALL MEET ASTM C76 SPECIFICATIONS. ALL JOINTS SHALL HAVE GASKETS MEETING ASTM C443 SPECIFICATIONS AND ALL JOINTS SHALL BE WRAPPED WITH FILTER FABRIC, MINIMUM 18" IN WIDTH, UNLESS NOTED OTHERWISE.
2. AS REQUIRED, GRAVITY STORM SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL MS4 SPECIFICATIONS AND REQUIREMENTS. THE GRADE OF THE GRAVITY STORM SEWER SHALL BE MAINTAINED AT A CONSTANT SLOPE BETWEEN THE GIVEN INVERT ELEVATIONS SHOWN ON THE PROFILE AS APPLICABLE.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PROPER DRAINAGE OF EXISTING STORM SEWER LINES AND CHANNELS DURING CONSTRUCTION WORK.

UTILITY AS-BUILT NOTE

1. THE CONTRACTOR SHALL PROVIDE THE ENGINEER & OWNER WITH AN AS-BUILT SURVEY (IN AN AUTOCAD DRAWING FILE), SIGNED AND SEALED BY A SURVEYOR LICENSED IN THE STATE OF SOUTH CAROLINA (TIED TO THE STATE PLANE COORDINATE SYSTEM), TO

INCLUDE ALL UTILITY LINES, BOTH EXISTING AND NEWLY INSTALLED. SURVEY SHALL ALSO INCLUDE THE PIPE SIZE, MATERIAL, BENDS, FITTINGS, PIPES, DUCT BANKS, MANHOLES, AND BORES. THE SURVEY SHALL BE COMPLETED AS THE UTILITY IS CONSTRUCTED TO DETERMINE EXACT ELEVATIONS AND LOCATIONS. THE SURVEY SHALL CONTAIN VERIFIED COORDINATE DATA OF ALL APPURTENANCES DESCRIBED ABOVE IN A CLEAR FORMAT SO THE UTILITY INFORMATION CAN EASILY BE FOUND DURING FUTURE CONSTRUCTION PHASES.

PROJECT CLOSEOUT NOTE

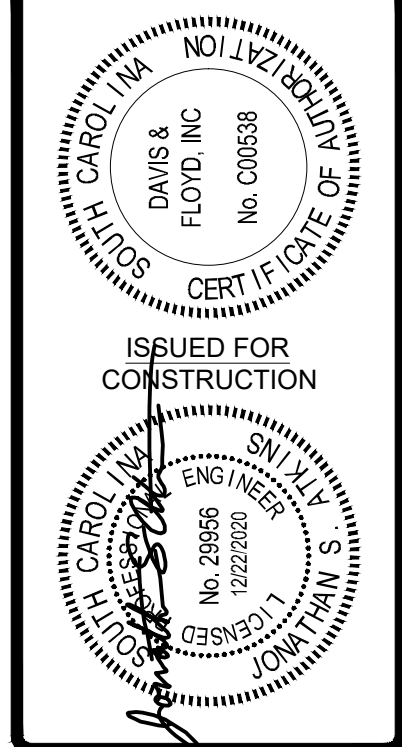
1. UPON COMPLETION OF CONSTRUCTION FOR THIS PHASE OF DEVELOPMENT (UTILITIES CONTAINED HEREIN), THE OWNER SHALL PROVIDE RICHLAND COUNTY WITH A PROJECT CLOSEOUT APPLICATION FORM AND AS-BUILT AND VIDEO OF THE DRAINAGE SYSTEM IN ACCORDANCE WITH THE REQUIREMENTS OF THE RICHLAND COUNTY STORMWATER DESIGN MANUAL. (NOTE: VIDEOING OF THE SYSTEM IS ONLY REQUIRED FOR PIPES THAT ARE IN THE COUNTY'S RIGHT-OF-WAY OR EASEMENTS). THE OWNER SHALL PROVIDE A CERTIFICATION ON THE PROJECT CLOSEOUT APPLICATION FORM. THE CONTRACTOR SHALL PROVIDE ALL AS-BUILT VALUE CARDS AND TESTING TO CLOSE-OUT UTILITY PERMITS AS APPLICABLE.

STORM DRAINAGE AS-BUILT NOTE

1. THE CONTRACTOR SHALL PROVIDE RICHLAND COUNTY WITH AN AS-BUILT SURVEY OF THE SITE (TIED TO THE STATE PLANE COORDINATE SYSTEM), TO INCLUDE ALL STORM DRAINAGE LINES, BOTH EXISTING AND NEWLY INSTALLED. SURVEY SHALL ALSO INCLUDE THE PIPE SIZE, MATERIAL, SPOT ELEVATIONS, INVERT ELEVATIONS, AND CONTOURS INSIDE THE POND, AS WELL AS THE OUTLET STRUCTURE WEIR ELEVATIONS AND SIZES, AS REQUIRED BY THE RICHLAND COUNTY STORMWATER DESIGN MANUAL AND NPDES PERMIT.

SCDOT NOTE

1. ANY WORK REQUIRING A SHOULDER CLOSURE ALONG ANY OF THE PROPOSED ROADS IS TO BE DONE USING SCDOT STANDARD DWG 610-205-00 FOR SHOULDER CLOSURE. ALL SHOULDER CLOSURE WORK IS TO BE DONE DURING DAYLIGHT HOURS BETWEEN 9:00 AM TO 3:00 PM.
2. ANY WORK REQUIRING A TRAFFIC DISRUPTION OR LANE CLOSURE WILL BE PERFORMED DURING THE HOURS OF 9:00 AM TO 3:00 PM WITH ALL TRAFFIC CONTROL REMOVED FROM THE ROADWAY AT THAT TIME. ANY CLOSURE WILL REQUIRE NOTIFYING SCDOT AND ALL REQUIRED MEDIA OUTLETS AND EMERGENCY AGENCIES A MINIMUM OF ONE WEEK PRIOR TO THE IMPLEMENTATION OF THE CLOSURE.



OWNER

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE

LUCIUS ROAD SUPERSTOP

DAVIS & FLOYD

SINCE 1954

www.davisfloyd.com

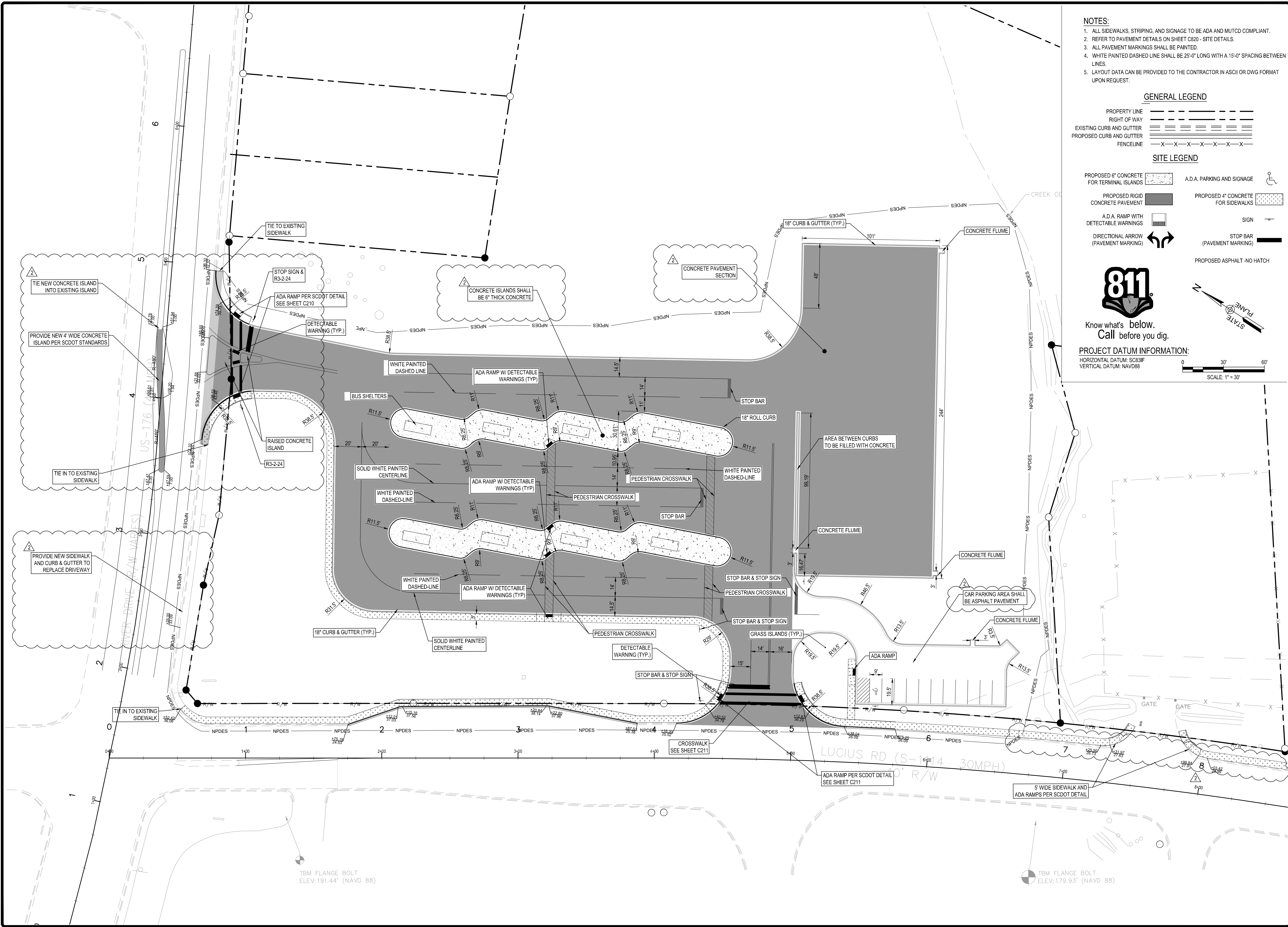
164 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

GENERAL NOTES										
NO.	DESCRIPTION	DATE	NO.	DESCRIPTION	DATE	NO.	DESCRIPTION	DATE	NO.	
1	ISSUED FOR PERMITTING	JAN 12/22/2020	4	ISSUED FOR CONSTRUCTION	JAN 12/22/2020	7	ISSUED FOR CONSTRUCTION	JAN 12/22/2020	10	ISSUED FOR CONSTRUCTION
2	ISSUED FOR ADDITIONAL PERMITTING	JAN 01/11/2021	5	ISSUED FOR CONSTRUCTION	JAN 12/22/2020	8	ISSUED FOR CONSTRUCTION	JAN 12/22/2020	11	ISSUED FOR CONSTRUCTION
3	ISSUED FOR ADDITIONAL PERMITTING	JAN 01/11/2021	6	ISSUED FOR CONSTRUCTION	JAN 12/22/2020	9	ISSUED FOR CONSTRUCTION	JAN 12/22/2020	12	ISSUED FOR CONSTRUCTION
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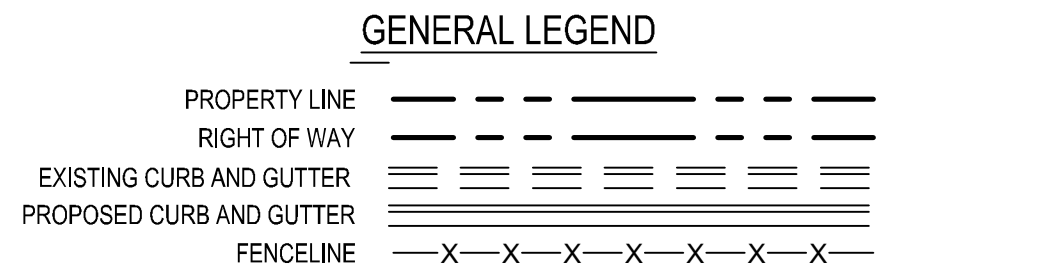
DEMOLISH & REMOVE
EXISTING DRIVEWAY

Packet Pg. 311

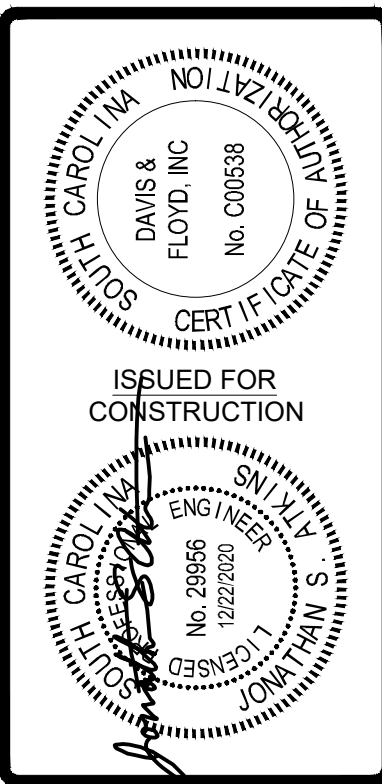
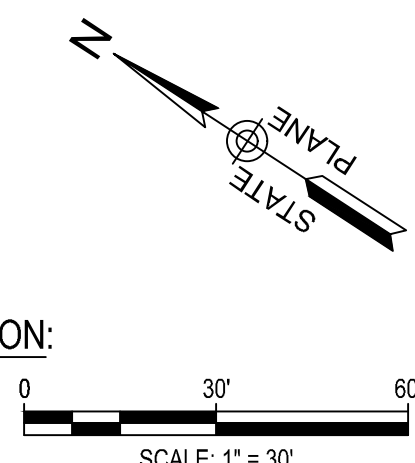
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THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF DAVIS & FLOYD, INC. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER, ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION



- NOTES:**
1. ALL SIDEWALKS, STRIPING, AND SIGNAGE TO BE ADA AND MUTCD COMPLIANT.
 2. REFER TO PAVEMENT DETAILS ON SHEET C820 - SITE DETAILS.
 3. ALL PAVEMENT MARKINGS SHALL BE PAINTED.
 4. WHITE PAINTED DASHED LINE SHALL BE 25'-0" LONG WITH A 15'-0" SPACING BETWEEN LINES.
 5. LAYOUT DATA CAN BE PROVIDED TO THE CONTRACTOR IN ASCII OR DWG FORMAT UPON REQUEST.



PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88



DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
154 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE

SITE PLAN

LUCIUS ROAD SUPERSTOP

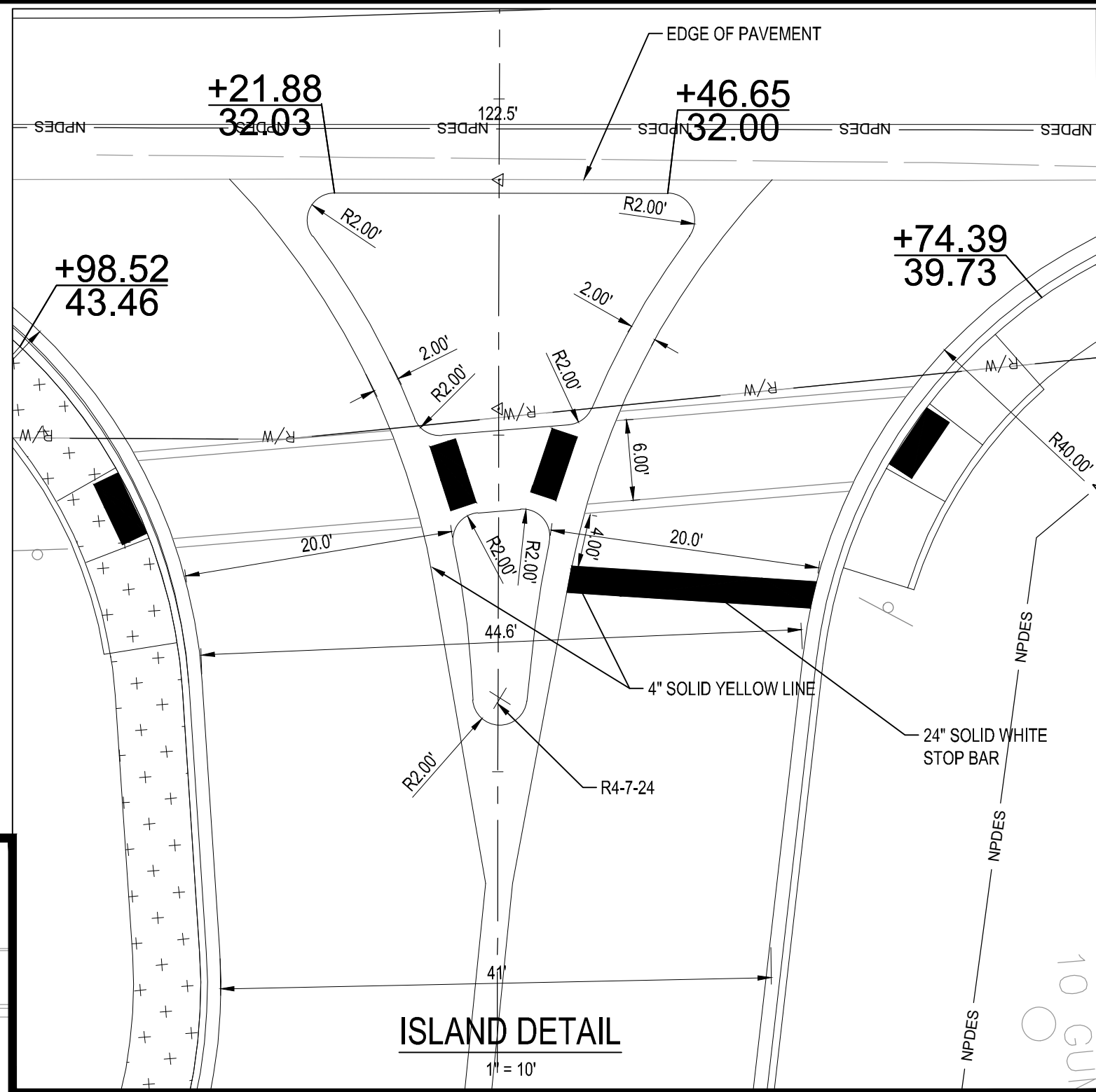
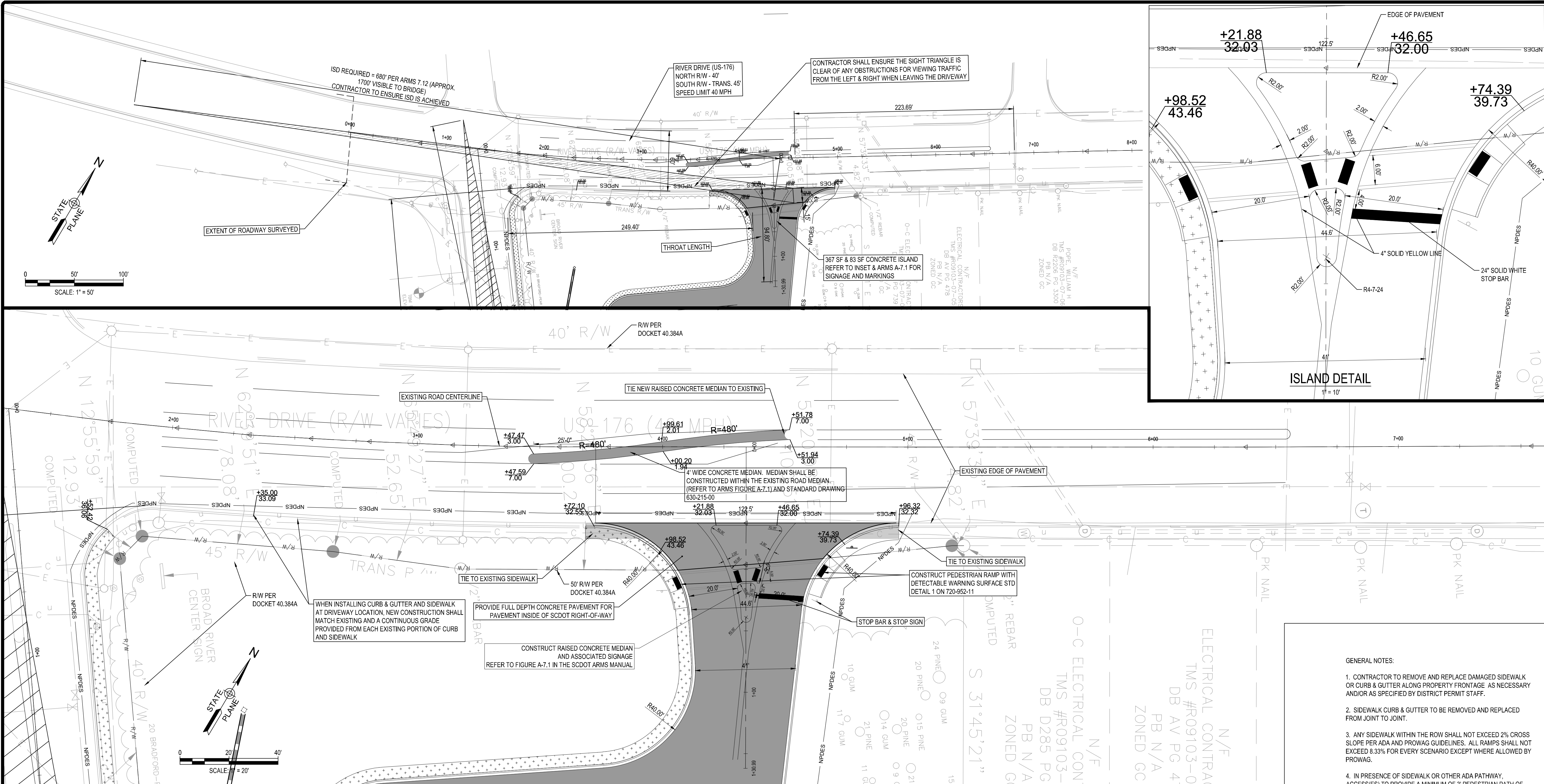
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2	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
3	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
4	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
5	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA

DATE	01/30/2021
DATE	DECEMBER 2020
DESIGNED	JAA
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APPROVED	JAA
DATE	01/30/2021

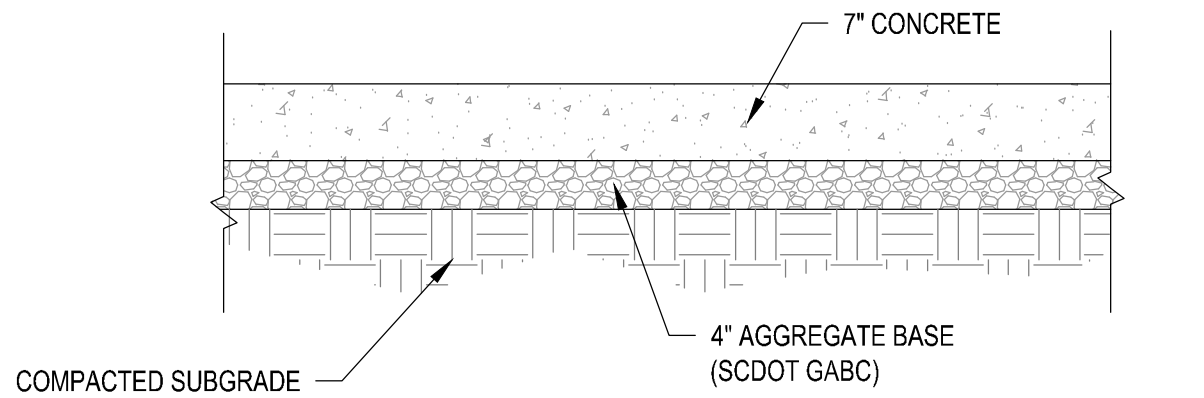
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SIGHT VERIFICATION NOTES FOR CONTRACTOR:
1. CONTRACTOR SHALL VERIFY SIGHT DISTANCE REQUIREMENTS ARE MET PRIOR TO SCHEDULING A SCDOT SIGHT DISTANCE VERIFICATION.
2. CONTRACTOR SHALL PROVIDE CLEARING WITHIN SITE TRIANGLES PRIOR TO SCHEDULING A SCDOT SIGHT DISTANCE VERIFICATION.
REFER TO WWW.SCDOT.ORG FOR THE MOST CURRENT SCDOT STANDARD DRAWINGS:
720-910-01 720-929-01 720-951-11 720-952-11
601-005-00 601-205-01 605-010-01 610-025-00
610-030-00 610-515-00 625-305-00 630-215-00
LANE CLOSURES ARE PROHIBITED ON US 176 MONDAY THROUGH FRIDAY 7:00 AM - 9:00 AM AND 4:00PM - 6:00 PM. NO WORK MAY BE CONDUCTED WITHIN 1' OF US 176 DURING THIS TIME

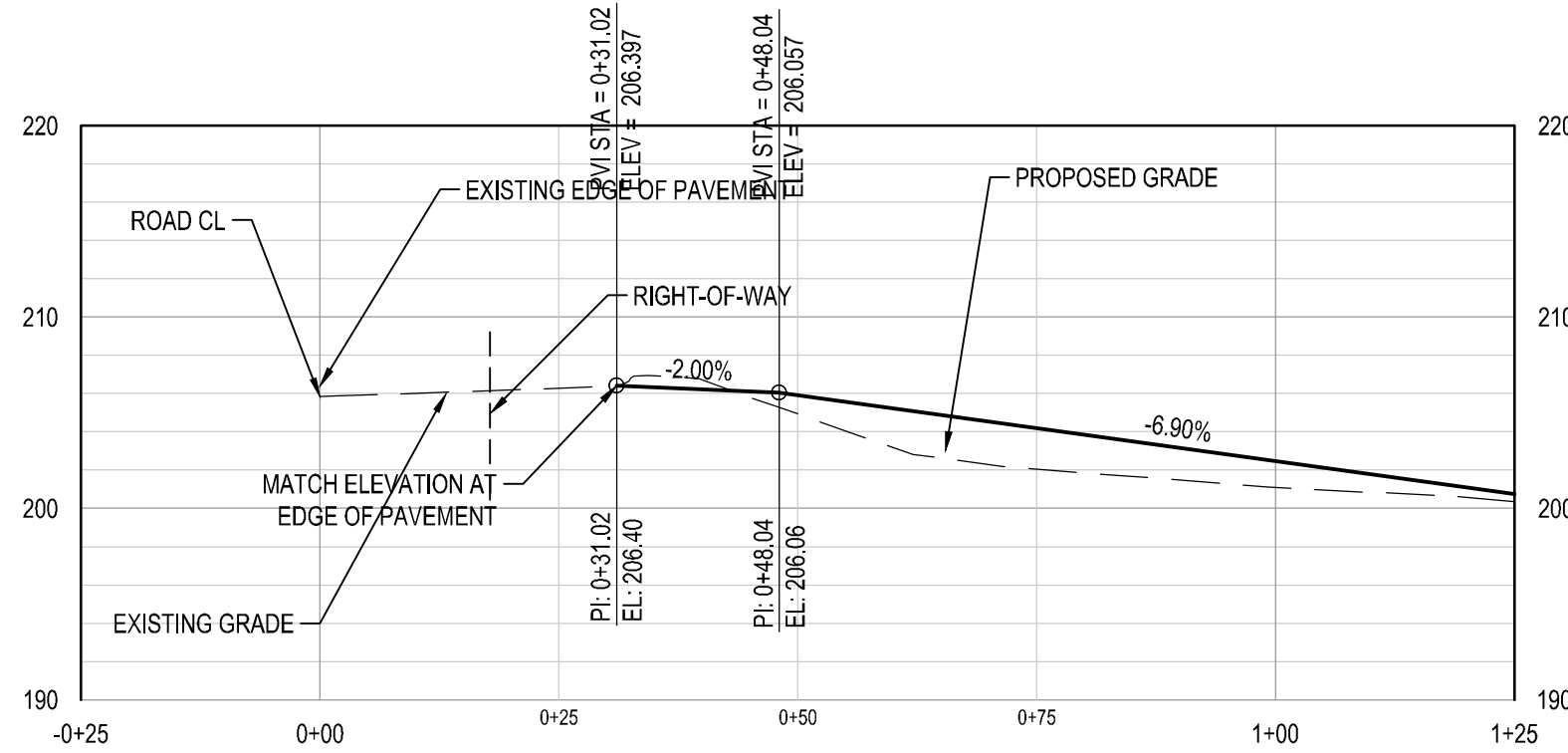


CONCRETE PAVEMENT SECTION - (WITHIN SCDOT R/W)
NO SCALE

CONSTRUCTION NOTES:
1. CONTRACTOR SHALL BE RESPONSIBLE FOR UTILIZING ALL APPLICABLE AND CURRENT SCDOT STANDARD DRAWINGS, INCLUDING, BUT NOT LIMITED TO THE DRAWINGS INCLUDED WITHIN THESE PLANS AND THE APPROVED PERMIT PACKAGE.
2. CONTRACTOR TO CLEAR EXISTING CULVERT PIPES, CATCH BASINS, AND DITCHES ALONG FRONTAGE AND DOWNSTREAM AS NECESSARY TO ACHIEVE POSITIVE DRAINAGE.
3. ALL SIGNS INSTALLED WITHIN OR ADJACENT TO SCDOT RIGHT OF WAY, SHALL BE INSTALLED ON BREAKAWAY POSTS.
4. REFER TO SCDOT STANDARD DRAWINGS 610-005-00 AND 610-205-00 FOR TRAFFIC CONTROL, DURING CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE REQUIRED SIGHT DISTANCE IS ACHIEVED.
6. CONTRACTOR SHALL VERIFY SIDEWALKS RETAINED WITHIN THE SCOPE OF THE PROJECT TO ENSURE IT MEETS ADA REQUIREMENTS. SIDEWALKS THAT DO NOT MEET REQUIREMENTS WILL NEED TO BE RECONSTRUCTED.

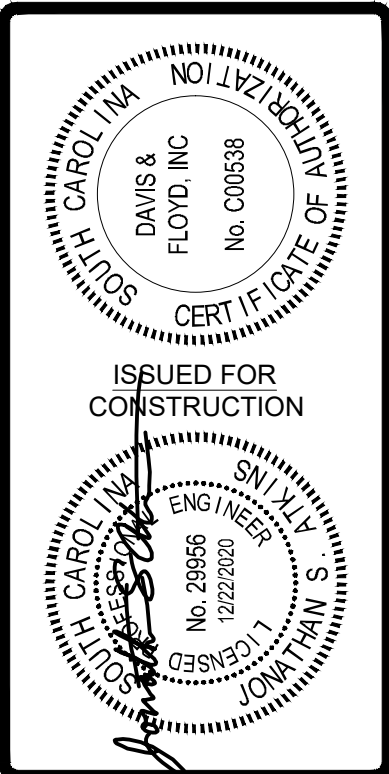
NOTES:
1. ALL MARKINGS WITHIN THE SCDOT RIGHT OF WAY SHALL BE APPROVED PERMANENT PAVEMENT MARKINGS PER SECTIONS 625, 626, OR 627 WITHIN THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. ALL SHOULDERS ARE TO BE TIED-INTO THE NEW PAVEMENT SURFACE AND SEEDED IN ACCORDANCE WITH SCDOT STANDARD SPECIFICATIONS.
3. THE CONTRACTOR SHALL PERFORM WORK WITHIN THE ROAD RIGHT-OF-WAY IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF THE ENCROACHMENT PERMITS AND OTHER LEGAL DOCUMENTS AS THOUGH THE DOCUMENTS WERE ISSUED IN THE CONTRACTORS NAME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RIGHT-OF-WAY WITHIN THE WORK LIMITS OF CONSTRUCTION FOR THE LIFE OF THE PROJECT.

RIVER DRIVE WORK SHALL BEGIN AT
STATION 2+34.92 AND END AT STATION 4+96.39



River Drive Driveway PROFILE
SCALES: 1" = 20' HORIZONTAL, 1" = 10' VERTICAL

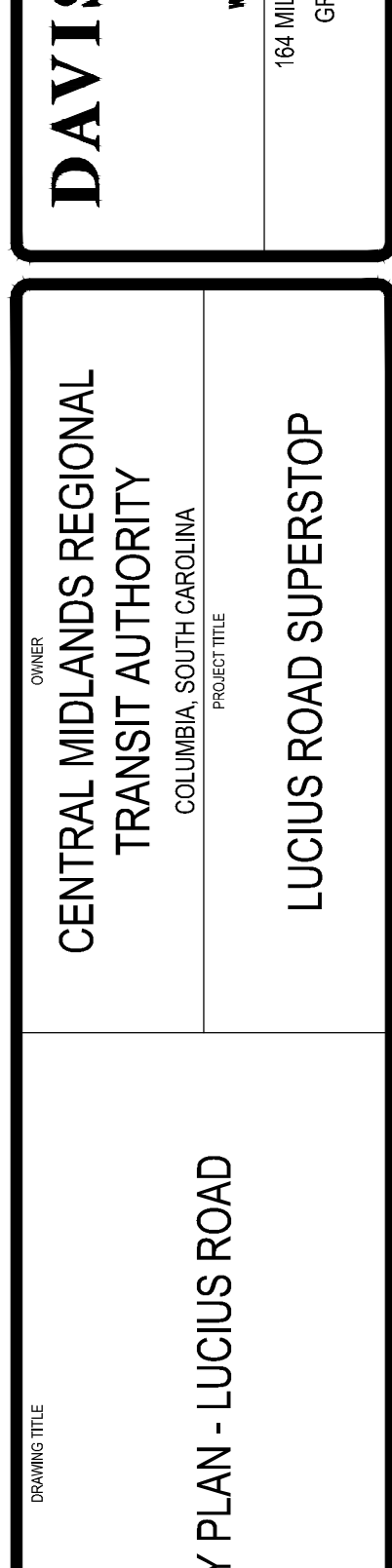
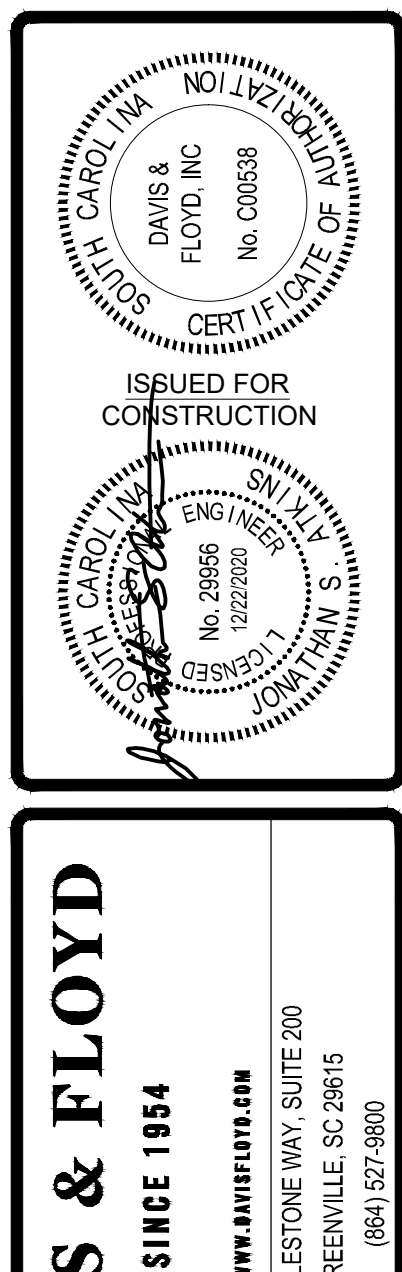
- GENERAL NOTES:
- CONTRACTOR TO REMOVE AND REPLACE DAMAGED SIDEWALK OR CURB & GUTTER ALONG PROPERTY FRONTAGE AS NECESSARY AND/OR AS SPECIFIED BY DISTRICT PERMIT STAFF.
 - SIDEWALK CURB & GUTTER TO BE REMOVED AND REPLACED FROM JOINT TO JOINT.
 - ANY SIDEWALK WITHIN THE ROW SHALL NOT EXCEED 2% CROSS SLOPE PER ADA AND PROWAG GUIDELINES. ALL RAMPS SHALL NOT EXCEED 8.33% FOR EVERY SCENARIO EXCEPT WHERE ALLOWED BY PROWAG.
 - IN PRESENCE OF SIDEWALK OR OTHER ADA PATHWAY, ACCESSIES) TO PROVIDE A MINIMUM OF 3' PEDESTRIAN PATH OF NO GREATER GROSS SLOPE THAN 2% ACROSS THROAT OF DRIVEWAY.
 - CONTRACTOR TO SAWCUT EXISTING ASPHALT FOR SMOOTH JOINT NOT ALIGNED WITH WHEEL PATH.
 - ALL UTILITY WORK IN THE DOT RIGHT-OF-WAY SHALL BE PERMITTED SEPARATELY FROM THE DRIVEWAY ENCROACHMENT PERMITS.
 - ALL PROPOSED OR RELOCATED SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH SECTION 650-000 AND INSTALLED ON SCDOT APPROVED BREAKAWAY SIGN SUPPORTS AS DETAILED IN SECTION 654-000 IN THE SCDOT STANDARD DRAWINGS.
 - ALL NEW CONSTRUCTION SHALL MATCH GRADE AT THE EXISTING CURB & GUTTER, SIDEWALK AND/OR EDGE OF PAVEMENT. THE NEW WORK SHALL MAINTAIN THE EXISTING GRADES AND EXISTING SLOPES.



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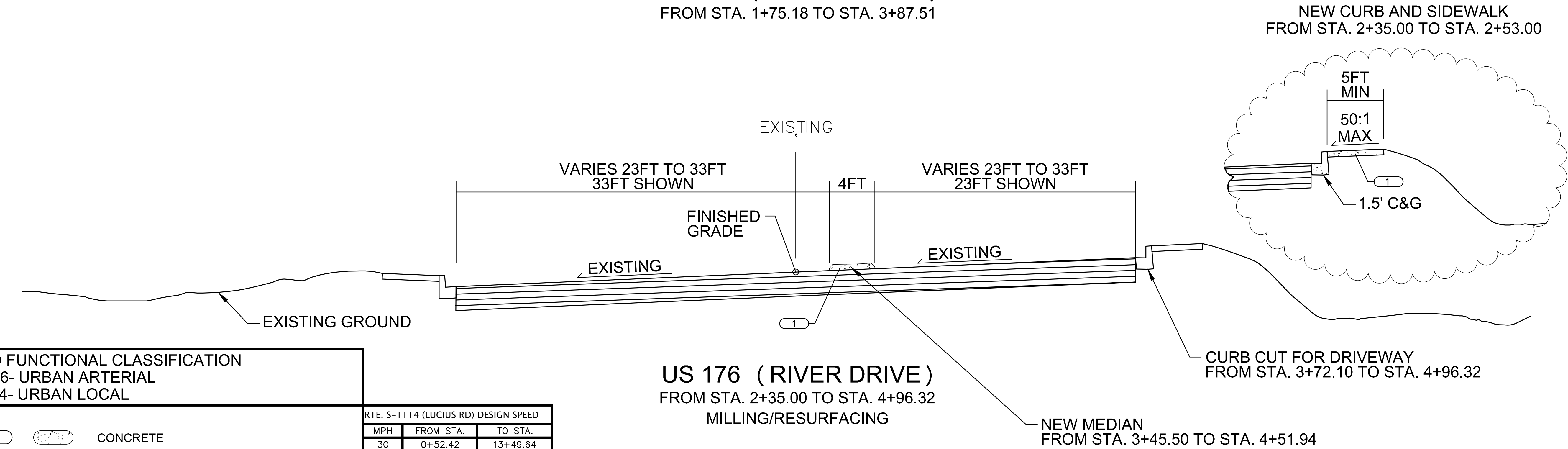
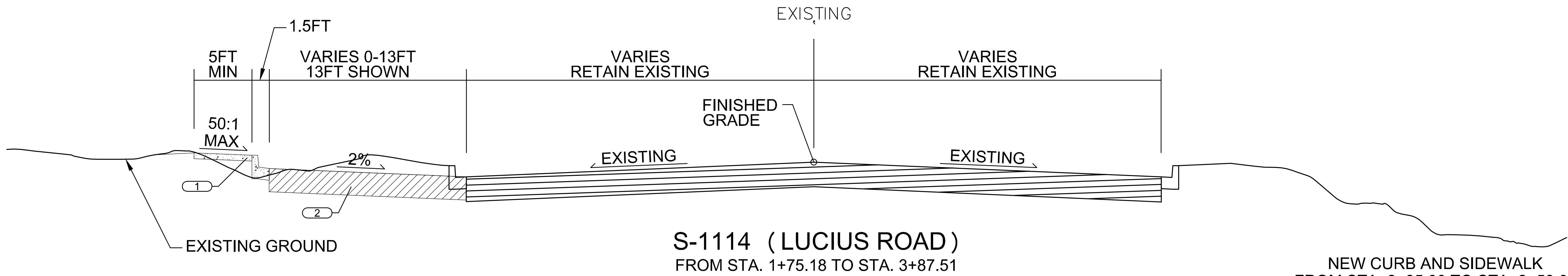
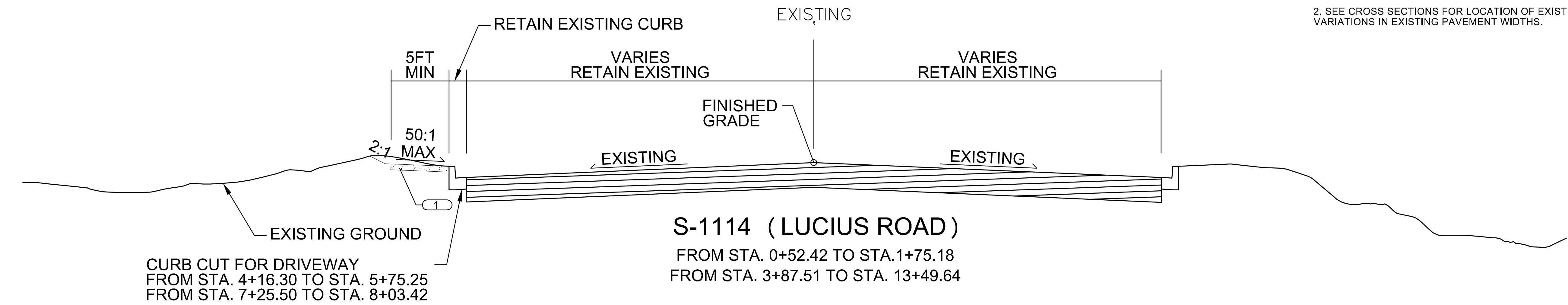
CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

NO.		DATE	DESCRIPTION	RELEASED
1	ISSUED FOR PERMITTING	JAN 13/2020		
2	ISSUED FOR PERMITTING	JAN 13/2020		
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TYPICAL SECTION OF IMPROVEMENT

NOTES:
1. PAVEMENT SLOPES AND SHOULDER SLOPES MAY VARY FROM THOSE SHOWN IN TYPICAL SECTIONS (SEE CROSS SECTIONS).
2. SEE CROSS SECTIONS FOR LOCATION OF EXISTING PAVEMENT AND VARIATIONS IN EXISTING PAVEMENT WIDTHS.



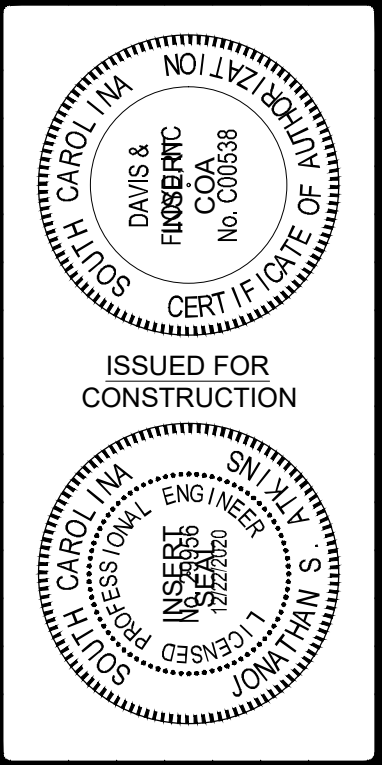
ROAD FUNCTIONAL CLASSIFICATION	
US 176- URBAN ARTERIAL	
S-1114- URBAN LOCAL	
1	CONCRETE
2	FULL DEPTH PAVEMENT SEE C820

RTE. S-1114 (LUCIUS RD) DESIGN SPEED			
MPH	FROM STA.	TO STA.	
30	0+52.42	13+49.64	
RTE. US 176 (RIVER DR) DESIGN SPEED			
MPH	FROM STA.	TO STA.	
40	3+45.50	4+96.32	



Know what's below.
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PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88



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TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

SCDOT SECTIONS	
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013845.01	DECEMBER 2020
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GENERAL NOTES:

1. ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION OPERATIONS AND ARE NOT COVERED BY PAVEMENT OR OTHER STRUCTURES SHALL BE GRASSED OR MULCHED AND MAINTAINED UNTIL AN ACCEPTABLE STAND OF GRASS HAS BEEN ESTABLISHED AND ACCEPTED. FINAL APPROVAL OF THIS PROJECT WILL NOT BE GIVEN UNTIL GRASSING MEETING THE REQUIREMENTS OF SPECIFICATION SECTION 02921 HAS BEEN ACCOMPLISHED.
2. ALL FILL MATERIAL WILL BE TESTED IN ACCORDANCE WITH THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS DEFINED BY ASTM D698 AND MEETING THE COMPACTION REQUIREMENTS GIVEN IN SPECIFICATION SECTION 02031.
3. FILL AREAS THAT FAIL TO MEET COMPACTION REQUIREMENTS AS SPECIFIED SHALL BE TESTED BY AND INDEPENDENT TESTING LAB AT NO ADDITIONAL COST TO THE OWNER.
4. THE SITE WILL REQUIRE APPROXIMATELY 1500 CY OF IMPORT TO BRING THE SITE TO FINAL GRADE. THIS QUANTITY IS FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES.

NOTES:

1. ELEVATION DATUM: NOTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. HORIZONTAL DATUM: SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM OF 1983 BASED ON INTERNATIONAL FEET (SC83IF).
3. MAXIMUM PEDESTRIAN RAMP RUNNING SLOPE IS 1:12.
4. MAXIMUM CROSS SLOPE ON ANY PEDESTRIAN RAMP AND SIDEWALK IS 1:50.
5. ALL SIDEWALKS, STRIPING, AND SIGNAGE TO BE ADA AND MUTCD COMPLIANT.

GENERAL LEGEND

PROPERTY LINE
TREE PROTECTION

GRADING AND DRAINAGE LEGEND

EXISTING CONTOUR - MAJOR 105
EXISTING CONTOUR - MINOR 104
PROPOSED CONTOUR - MAJOR 105
PROPOSED CONTOUR - MINOR 104
PROPOSED STORM PIPE

GRADE ELEVATION

DROP INLET

SURFACE FLOW DIRECTIONAL ARROW

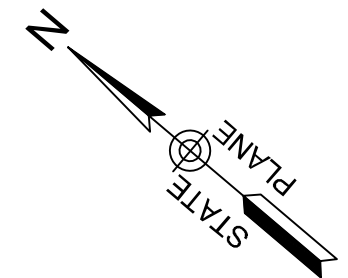
OUTLET CONTROL STRUCTURE



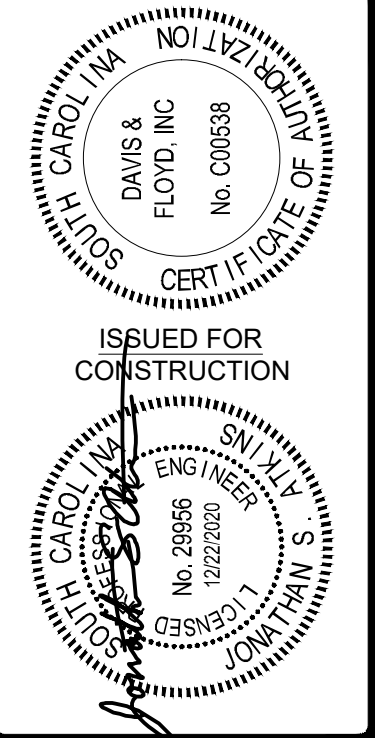
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PROJECT DATUM INFORMATION:

HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88



0 30' 60'
SCALE: 1" = 30'

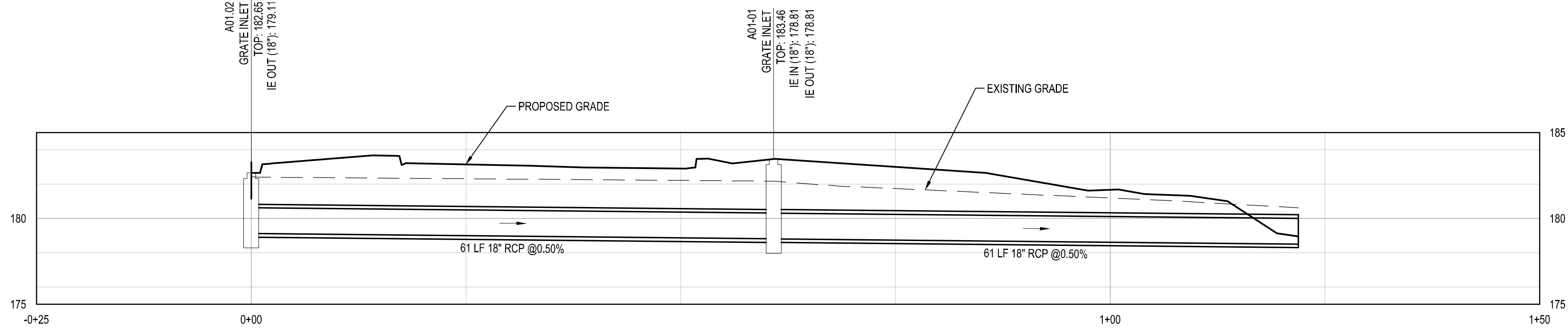


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CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

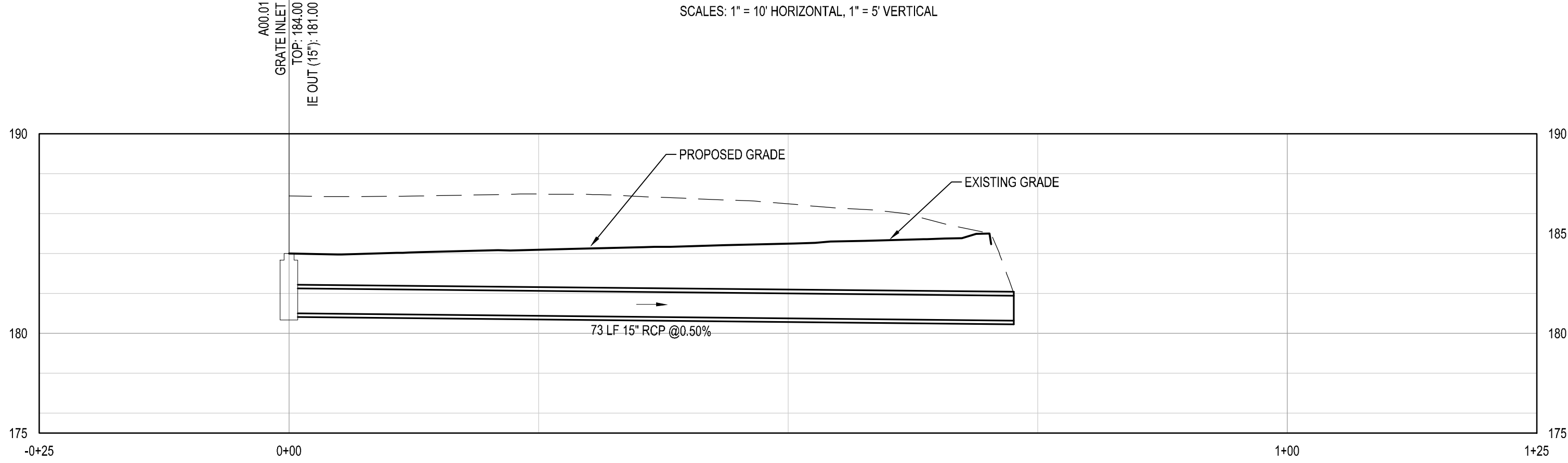
C300		GRADING & STORM DRAIN PLAN	
PAGE 7 OF 21		DRAWING TITLE	
NO.	RELEASED	CHECKED	DATE
1	ISSUED FOR PERMITTING	JA	10/22/2020
2	ISSUED FOR PERMITTING	JA	UNREVIEWED
DECEMBER 2020			
4	ISSUED FOR SCOOT REVIEW	JA	5/9/2021
5	ISSUED FOR CONSTRUCTION	JA	5/17/2021
JA	DESIGNED		
JA	DRAWN		
JA	FILED		
JA	CHECKED		
JA	APPROVED		
TW			

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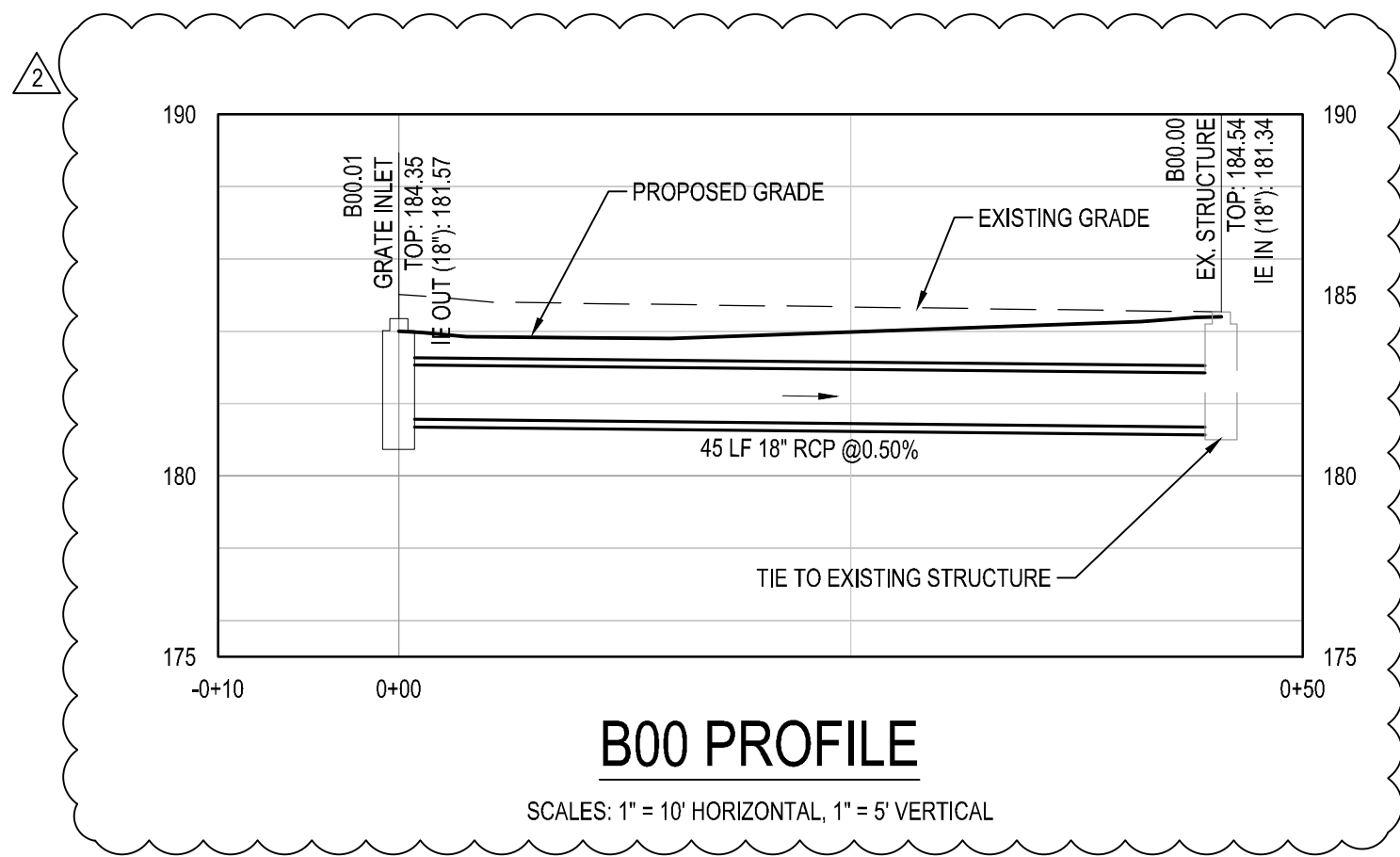
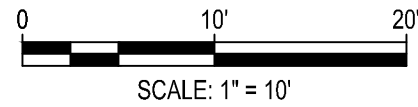
A01 PROFILE

SCALES: 1" = 10' HORIZONTAL, 1" = 5' VERTICAL



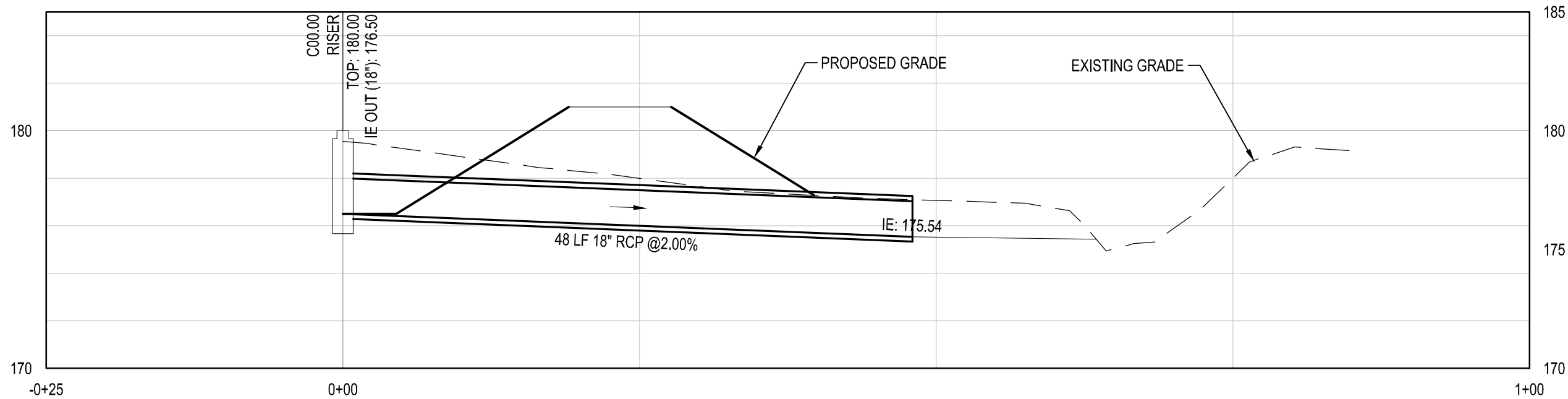
A00 PROFILE

SCALES: 1" = 10' HORIZONTAL, 1" = 5' VERTICAL



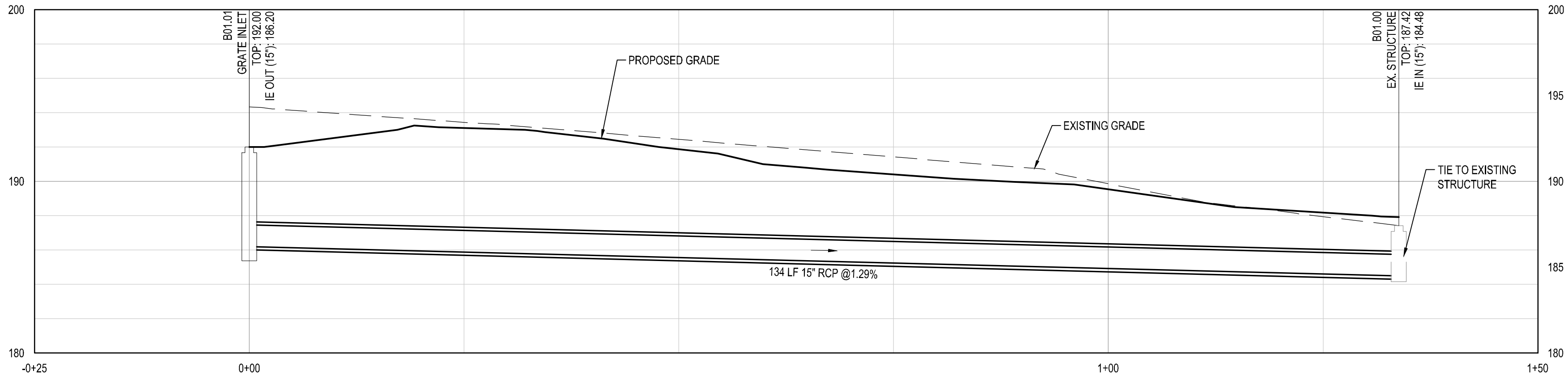
B00 PROFILE

SCALES: 1" = 10' HORIZONTAL, 1" = 5' VERTICAL



C00 PROFILE

SCALES: 1" = 10' HORIZONTAL, 1" = 5' VERTICAL

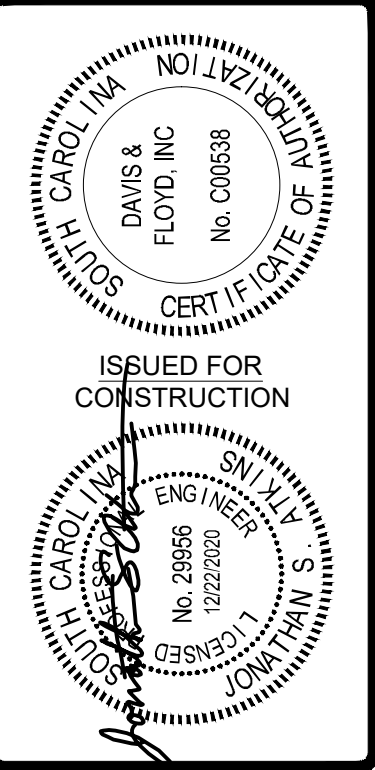


B01 PROFILE

SCALES: 1" = 10' HORIZONTAL, 1" = 5' VERTICAL



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OWNER
CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

STORM DRAIN PROFILES

NO.	DESCRIPTION	DATE	REVISION	DATE
1	ISSUED FOR PERMITTING	JAN	1/20/2020	
2	ISSUED FOR ADOPTMENT	JAN	02/02/2021	
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SWPPP SEQUENCE OF CONSTRUCTION

CONSTRUCTION SEQUENCE - PHASE 1 INITIAL LAND DISTURBANCE:

1. RECEIVE NPDES COVERAGE FROM CITY OF COLUMBIA/SCDHEC.
2. CONDUCT PRE-CONSTRUCTION MEETING ON-SITE.
3. NOTIFY CITY OF COLUMBIA 48 HOURS PRIOR TO BEGINNING LAND DISTURBING ACTIVITIES.
4. INSTALL CONSTRUCTION ENTRANCE AND BEGIN MAINTENANCE OF SEDIMENT CONTROLS AS NECESSARY. CONTINUE MAINTENANCE UNTIL ALL FINAL STABILIZATION MEASURES ARE IN PLACE AND REMOVAL OF CONTROLS IS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
5. INSTALLATION OF INLET PROTECTION TO ALL EXISTING STORM DRAINAGE STRUCTURES RECEIVING FLOW FROM THE DISTURBED AREAS AS APPLICABLE.
6. CLEAR AND GRUB ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
7. INSTALL PERIMETER CONTROLS.
8. BEGIN WEEKLY INSPECTIONS.

CONSTRUCTION NOTES - PHASE 1 INITIAL LAND DISTURBANCE:

1. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK AND CHECKED AFTER EACH RAIN EVENT AND AT THE END OF EACH WORKING DAY. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF THE SEDIMENT ACCUMULATION HAS REACHED 1/2 HEIGHT OR THE CAPACITY OF THE DEVICE, AS APPLICABLE.
2. THE CONSTRUCTION ENTRANCE(S) SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOW OF MUD ONTO PAVED AREAS. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO PAVED AREAS OR INTO STORM DRAINAGE SHALL BE IMMEDIATELY REMOVED.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF EROSION CONTROL MEASURES INDICATED DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS DIRECTED BY THE ON-SITE INSPECTOR OR ENGINEER.
4. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES INCLUDING REPLACING OR REPAIRING ANY DAMAGED DEVICES.
5. TEMPORARY SEEDING SHALL BE INSTALLED ON ALL EXPOSED AREAS WITHIN FOURTEEN (14) DAYS OF LAND DISTURBANCE CEASING.
6. THE LOCATION OF ANY POSSIBLE STOCKPILES, OFFSITE MATERIAL, WASTE, BORROW, OR CONSTRUCTION EQUIPMENT STORAGE OR LAYDOWN AREAS SHALL BE WITHIN THE LIMITS OF DISTURBANCE, ALONG WITH THE ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES.
7. THE SITE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING TO LIMIT THE AMOUNT OF LAND STRIPPED OF ITS NATURAL COVER AND, THEREFORE, LIMIT DURATION OF EXPOSURE BEFORE STABILIZATION COVER IS ESTABLISHED.
8. SEDIMENT SHALL NOT BE WASHED INTO INLETS. ACCUMULATED SEDIMENT SHALL BE REMOVED AND RE-PLACED ON-SITE AND STABILIZED IN SUCH A MANNER THAT IT DOES NOT ACCUMULATE AGAIN.
9. EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE REQUIRED FOR INSTALLATION HAS OCCURRED AND BEFORE ADJACENT CLEARING IS BEGUN. THE LOCATION OF SOME EROSION CONTROL DEVICES MAY NEED TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DEVIATE FROM THOSE PROPOSED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER.

CONSTRUCTION SEQUENCE - PHASE 2 CONSTRUCTION:

1. CONTINUE MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES UNTIL ALL FINAL STABILIZATION MEASURES ARE IN PLACE AND REMOVAL OF CONTROLS IS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
2. CLEARING AND GRUBBING/STRIPPING.
3. DEMOLITION OF EXISTING UTILITIES AND PAVED AREAS.
4. ROUGH GRADING.
5. BEGIN BUILDING CONSTRUCTION.
6. INSTALLATION OF PROPOSED STORM DRAINAGE SYSTEM.
7. INSTALLATION OF INLET PROTECTION TO PROPOSED STORM DRAINAGE INLETS.
8. FINE GRADING.
9. PERMANENT SEEDING AND ESTABLISH PERMANENT SOIL STABILIZATION.
10. PAVING OF STREETS, AND SIDEWALKS.
11. REMOVE TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER THE ENTIRE AREA FLOWING TO EACH MEASURE IS PERMANENTLY STABILIZED AND APPROVED BY THE ENGINEER AND THE AUTHORITY HAVING JURISDICTION.

12. CEASE WEEKLY INSPECTIONS ONCE STABILIZATION HAS BEEN APPROVED. REDUCE TO MONTHLY UNTIL PERMIT IS CLOSED OUT.
13. ENGINEER SHALL SUBMIT PERMIT CLOSEOUT DOCUMENTATION TO CITY OF COLUMBIA STORMWATER DEPARTMENT FOR APPROVAL.
14. UPON APPROVAL, SUBMIT PERMIT CLOSEOUT DOCUMENTATION TO SCDHEC AND MONTHLY INSPECTIONS SHALL CEASE

CONSTRUCTION NOTES - PHASE 2 CONSTRUCTION:

1. THE SITE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING TO LIMIT THE AMOUNT OF LAND STRIPPED OF ITS NATURAL COVER AND, THEREFORE, LIMIT DURATION OF EXPOSURE BEFORE STABILIZATION COVER IS ESTABLISHED.
2. SEDIMENT SHALL NOT BE WASHED INTO INLETS. ACCUMULATED SEDIMENT SHALL BE REMOVED AND REPLACED ON-SITE AND STABILIZED IN SUCH A MANNER THAT IT DOES NOT ACCUMULATE AGAIN.
3. TEMPORARY SEED, AS APPLICABLE, SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF LAND DISTURBANCE CEASING.
4. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
5. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE CHECKED AFTER EACH RAIN EVENT AND AT THE END OF EACH WORKING DAY. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF THE SEDIMENT ACCUMULATION HAS REACHED 1/2 HEIGHT OF THE CAPACITY OF THE DEVICE, AS APPLICABLE.
6. THE CONSTRUCTION ENTRANCE(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PAVED AREAS. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO PAVED AREAS OR INTO STORM DRAINAGE SHALL BE IMMEDIATELY REMOVED.
7. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF EROSION CONTROL MEASURES INDICATED DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS DIRECTED BY THE ON-SITE INSPECTOR OR ENGINEER.

CONSTRUCTION SEQUENCE - PHASE 3 STABILIZATION:

1. CONTINUE MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES UNTIL ALL FINAL STABILIZATION MEASURES ARE IN PLACE AND REMOVAL OF CONTROLS IS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
2. PERMANENT SEEDING AND ESTABLISH PERMANENT SOIL STABILIZATION.
3. PAVING OF STREETS AND SIDEWALKS AND PARKING LOT.
4. REMOVE TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER THE ENTIRE AREA FLOWING TO EACH MEASURE IS PERMANENTLY STABILIZED AND APPROVED BY THE ENGINEER AND THE AUTHORITY HAVING JURISDICTION.
5. CEASE WEEKLY INSPECTIONS ONCE STABILIZATION HAS BEEN APPROVED. REDUCE TO MONTHLY UNTIL PERMIT IS CLOSED OUT.
6. ENGINEER SHALL SUBMIT PERMIT CLOSEOUT DOCUMENTATION TO CITY OF COLUMBIA STORMWATER DEPARTMENT FOR APPROVAL.
7. UPON APPROVAL, SUBMIT PERMIT CLOSEOUT DOCUMENTATION TO SCDHEC AND MONTHLY INSPECTIONS SHALL CEASE

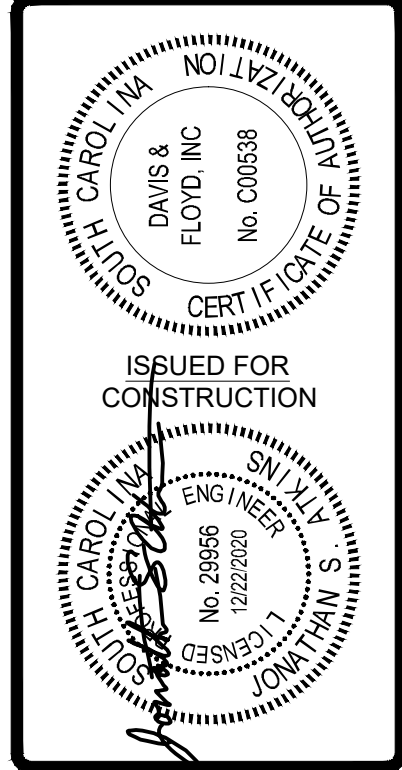
STABILIZATION NOTES - PHASE 3 STABILIZATION:

1. SEDIMENT SHALL NOT BE WASHED INTO INLETS. ACCUMULATED SEDIMENT SHALL BE REMOVED AND REPLACED ON-SITE AND STABILIZED IN SUCH A MANNER THAT IT DOES NOT ACCUMULATE AGAIN.
2. TEMPORARY SEED, AS APPLICABLE, SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE CEASING.
3. THE CONTRACTOR SHALL MAINTAIN ALL PONDS, SEDIMENT BASINS, AND EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE REMOVED FROM BASINS WHEN IT REACHES THE HALFWAY POINT ON THE RISER.
4. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE CHECKED AFTER EACH RAIN EVENT AND AT THE END OF EACH WORKING DAY. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF THE SEDIMENT ACCUMULATION HAS REACHED 1/2 HEIGHT OF THE CAPACITY OF THE DEVICE, AS APPLICABLE.
5. THE CONSTRUCTION ENTRANCE(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PAVED AREAS. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO PAVED AREAS OR INTO STORM DRAINAGE SHALL BE IMMEDIATELY REMOVED.
6. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF EROSION CONTROL MEASURES INDICATED DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS DIRECTED BY THE ON-SITE INSPECTOR OR ENGINEER.
7. UPON COMPLETION OF THE PROJECT AND AUTHORIZATION FROM THE AUTHORITY HAVING JURISDICTION, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND PROPERLY DISPOSE OF THEM UNLESS OTHERWISE NOTED.

SCDHEC NOTES:

1. IF NECESSARY, SLOPES, WHICH EXCEED WIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS. IN ADDITION TO HYDROSEEDING, IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTIVABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
 - a. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOWCOVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - b. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS. TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. AFTER CONSTRUCTION ACTIVITIES BEGIN, ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK AND AFTER STORM EVENTS AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATED THAT A BMP HAS BEEN INAPPROPRIATELY, OR INCORRECTLY INSTALLED, THE PERMITEE MUST ADDRESS THE NECESSARY REPLACEMENT R MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION, ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
5. 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 OFF-SITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT. LAIDEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
8. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, SHALL BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE SHALL BE PROVIDED IN AREAS WHERE A 50-FOOT BUFFER CANT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
9. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
10. A COPY OF THE SWPPP, INSPECTION RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
11. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
12. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE PRESERVE TOPSOIL.
13. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
14. MINIMIZE THE DISCHARGES OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMP'S (SEDIMENT BASIN, FILTER BAG, ETC.)
15. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - * WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL
 - * WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS
 - * FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE
 - * SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING
16. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
17. IF EXISTING BMP'S NEED TO BE MODIFIED OR IF ADDITIONAL BMP'S ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER POSSIBLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMP'S MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
18. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

CONSTRUCTION SCHEDULE																																		
CONSTRUCTION SCHEDULE	START DATE: TBD											DURATION: 33 WEEKS																						
	ACTIVITY (WEEKS)																																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				25 - 32		33				
RECEIVE NPDES COVERAGE FROM CITY OF COLUMBIA/SCDHEC																																		
PRE-CONSTRUCTION MEETING																																		
INSTALLATION OF CONSTRUCTION ENTRANCE																																		
INSTALLATION OF PERIMETER CONTROLS, SEDIMENT TRAPS, AND TEMPORARY DIVERSIONS																																		
MAINTAINING ALL SEDIMENT AND EROSION CONTROL BMPs																																		
CLEARING AND GRUBBING OF TREES																																		
DEMOLITION OF PAVEMENT AND STRIPPING OF TOPSOIL																																		
SITE GRADING																																		
INSTALLATION OF PROPOSED STORM DRAINAGE SYSTEM																																		
FINE GRADING																																		
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DAVIS & FLOYD

SINCE 1954

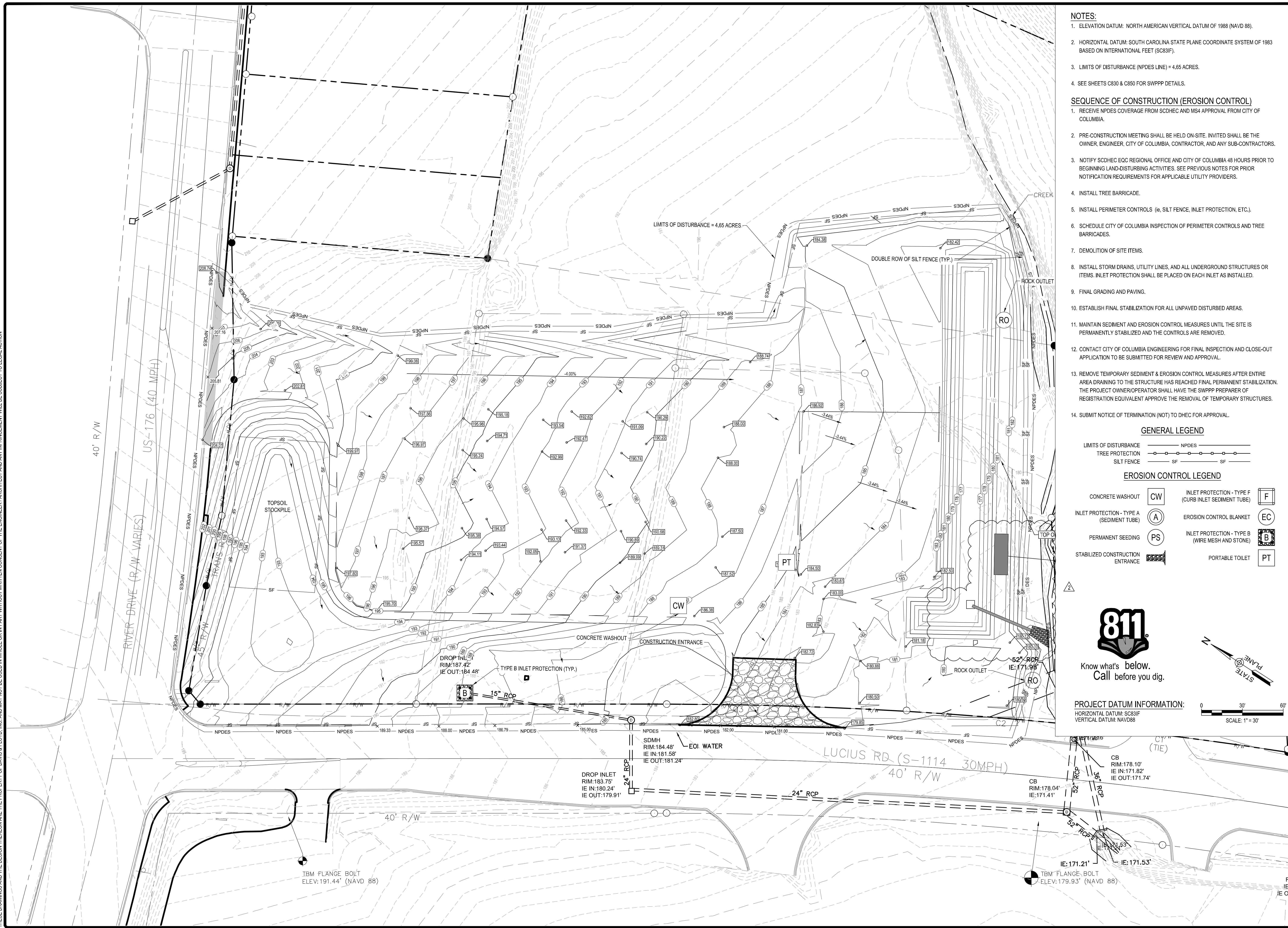
WWW.DAVISANDFLOYD.COM

164 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE

LUCIUS ROAD SUPERSTOP

FOR NO.		DATE		CHECKED		RELEASED		DATE		CHECKED		RELEASED	
013845.01		1		ISSUED FOR PERMITTING		JAN		1/25/2020		JAN		1/25/2020	
DECEMBER 2020		2		ISSUED FOR ADOPTING #1		JSA		1/25/2021		JSA		1/25/2021	
JAN		3		ISSUED FOR ADOPTING #2		JAN		1/25/2021		JAN		1/25/2021	
JAN		4		ISSUED FOR ADOPTING #3		JAN		1/25/2021		JAN		1/25/2021	
JAN		5		ISSUED FOR CONSTRUCTION		JSA		1/12/2021		JSA		1/12/2021	
JAN		6											
EH													
C500													
APPROVED													
TWR													



1. ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. HORIZONTAL DATUM: SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM OF 1983
BASED ON INTERNATIONAL FEET (SC83IF).
3. LIMITS OF DISTURBANCE (NPDES LINE) = 4.65 ACRES.
4. SEE SHEETS C830 & C850 FOR SWPPP DETAILS.

1. RECEIVE NPDES COVERAGE FROM SCDCHEQ AND MSA APPROVAL FROM CITY OF COLUMBIA.
2. PRE-CONSTRUCTION MEETING SHALL BE HELD ON-SITE. INVITED SHALL BE THE OWNER, ENGINEER, CITY OF COLUMBIA, CONTRACTOR, AND ANY SUB-CONTRACTORS
3. NOTIFY SCDCHEQ EQC REGIONAL OFFICE AND CITY OF COLUMBIA 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES. SEE PREVIOUS NOTES FOR PRIOR NOTIFICATION REQUIREMENTS FOR APPLICABLE UTILITY PROVIDERS.

4. INSTALL TREE BARRICADE.
5. INSTALL PERIMETER CONTROLS (ie, SILT FENCE, INLET PROTECTION, ETC.).
6. SCHEDULE CITY OF COLUMBIA INSPECTION OF PERIMETER CONTROLS AND TREE BARRICADES.
7. DEMOLITION OF SITE ITEMS.
8. INSTALL STORM DRAINS, UTILITY LINES, AND ALL UNDERGROUND STRUCTURES OR ITEMS. INLET PROTECTION SHALL BE PLACED ON EACH INLET AS INSTALLED.
9. FINAL GRADING AND PAVING.
10. ESTABLISH FINAL STABILIZATION FOR ALL UNPAVED DISTURBED AREAS.
11. MAINTAIN SEDIMENT AND EROSION CONTROL MEASURES UNTIL THE SITE IS PERMANENTLY STABILIZED AND THE CONTROLS ARE REMOVED.
12. CONTACT CITY OF COLUMBIA ENGINEERING FOR FINAL INSPECTION AND CLOSE-OUT APPLICATION TO BE SUBMITTED FOR REVIEW AND APPROVAL.
13. REMOVE TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE HAS REACHED FINAL PERMANENT STABILIZATION. THE PROJECT OWNER/OPERATOR SHALL HAVE THE SWPPP PREPARER OF REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES.
14. SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC FOR APPROVAL.

LIMITS OF DISTURBANCE ————— NPDES —————
 TREE PROTECTION — □ — □ — □ — □ — □ — □ — □ —
 SILT FENCE ————— SF ————— SF —————

CONCRETE WASHOUT		INLET PROTECTION - TYPE F (CURB INLET SEDIMENT TUBE)	
INLET PROTECTION - TYPE A (SEDIMENT TUBE)		EROSION CONTROL BLANKET	
PERMANENT SEEDING		INLET PROTECTION - TYPE B (WIRE MESH AND STONE)	
STABILIZED CONSTRUCTION ENTRANCE		PORTABLE TOILET	



Know what's below.
Call before you dig.

HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88

DRAWING TITLE	CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY				COLUMBIA, SOUTH CAROLINA				PROJECT TITLE			
	LUCIUS ROAD SUPERSTOP											
SWPPP PLAN - INITIAL												
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DATE: 12/13/2020

PROJECT: LUCIUS ROAD SUPERSTOP

PROJECT TITLE: LUCIUS ROAD SUPERSTOP

PROJECT LOCATION: 164 MILESTONE WAY, SUITE 200, GREENVILLE, SC 29615

PROJECT CONTACT: (864) 527-8800

PROJECT OWNER: CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY

PROJECT ENGINEER: DAVID S. FLOYD, INC.

PROJECT NO.: 013845.01

PROJECT DATE: DECEMBER 2020

PROJECT STATUS: ISSUED FOR CONSTRUCTION

PROJECT DESCRIPTION: SWPPP PLAN - INITIAL

PROJECT LOCATION: LUCIUS ROAD SUPERSTOP

PROJECT CONTACT: (864) 527-8800

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THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF DAVIS & FLOYD, INC. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION



- NOTES:**
- SEE SHEETS C830 & C850 FOR SWPPP DETAILS.
 - LIMITS OF DISTURBANCE (NPDES LINE) = 4.65 ACRES.
- SEQUENCE OF CONSTRUCTION (EROSION CONTROL)**
- RECEIVE NPDES COVERAGE FROM SCDHEC AND MS4 APPROVAL FROM CITY OF COLUMBIA.
 - PRE-CONSTRUCTION MEETING SHALL BE HELD ON-SITE. INVITED SHALL BE THE OWNER, ENGINEER, CITY OF COLUMBIA, CONTRACTOR, AND ANY SUB-CONTRACTORS.
 - NOTIFY SCDHEC EQC REGIONAL OFFICE AND CITY OF COLUMBIA 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES. SEE PREVIOUS NOTES FOR PRIOR NOTIFICATION REQUIREMENTS FOR APPLICABLE UTILITY PROVIDERS.
 - INSTALL TREE BARRICADE.
 - INSTALL PERIMETER CONTROLS (ie, SILT FENCE, INLET PROTECTION, ETC.).
 - SCHEDULE CITY OF COLUMBIA INSPECTION OF PERIMETER CONTROLS AND TREE BARRICADES.
 - DEMOLITION OF SITE ITEMS.
 - INSTALL STORM DRAINS, UTILITY LINES, AND ALL UNDERGROUND STRUCTURES OR ITEMS. INLET PROTECTION SHALL BE PLACED ON EACH INLET AS INSTALLED.
 - FINAL GRADING AND PAVING.
 - ESTABLISH FINAL STABILIZATION FOR ALL UNPAVED DISTURBED AREAS.
 - MAINTAIN SEDIMENT AND EROSION CONTROL MEASURES UNTIL THE SITE IS PERMANENTLY STABILIZED AND THE CONTROLS ARE REMOVED.
 - CONTACT CITY OF COLUMBIA ENGINEERING FOR FINAL INSPECTION AND CLOSE-OUT APPLICATION TO BE SUBMITTED FOR REVIEW AND APPROVAL.
 - REMOVE TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE HAS REACHED FINAL PERMANENT STABILIZATION. THE PROJECT OWNER/OPERATOR SHALL HAVE THE SWPPP PREPARER OF REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES.
 - SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC FOR APPROVAL.

GENERAL LEGEND

LIMITS OF DISTURBANCE — NPDES
TREE PROTECTION — SF
SILT FENCE — SF

EROSION CONTROL LEGEND

CONCRETE WASHOUT [CW] INLET PROTECTION - TYPE F (CURB INLET SEDIMENT TUBE) [F]
INLET PROTECTION - TYPE A (SEDIMENT TUBE) [A] EROSION CONTROL BLANKET [EC]
PERMANENT SEEDING [PS] INLET PROTECTION - TYPE B (WIRE MESH AND STONE) [B]
STABILIZED CONSTRUCTION ENTRANCE [Entrance Symbol] PORTABLE TOILET [PT]
ROCK OUTLET [RO]

811
Know what's below.
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PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88

SCALE: 1" = 30'

CERTIFICATE OF REGISTRATION
DAVIS & FLOYD, INC.
No. C00538
ISSUED FOR CONSTRUCTION
JAN 1 2022
JAN 1 2023

DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
154 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

SWPPP PLAN - CONSTRUCTION		DATE		REVISIONS	
NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
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2	02/02/2021	ISSUED FOR PERMITTING	JAA		
3	02/02/2021	ISSUED FOR PERMITTING	JAA		
4	02/02/2021	ISSUED FOR PERMITTING	JAA		
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- NOTES:**
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INLET PROTECTION - TYPE A (SEDIMENT TUBE) [A] EROSION CONTROL BLANKET [EC]
PERMANENT SEEDING [PS] INLET PROTECTION - TYPE B (WIRE MESH AND STONE) [B]
PORTABLE TOILET [PT]

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PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88

SCALE: 1" = 30'

DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
154 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

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GREENVILLE, SC 29615
(864) 527-9800

**CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY**
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

SWPPP PLAN - STABILIZATION

NO.	DATE	DESCRIPTION	RELEASED
1	01/30/2020	ISSUED FOR PERMITTING	JA
2	02/02/2021	ISSUED FOR PERMITTING	JA
3	02/02/2021	ISSUED FOR PERMITTING	JA
4	02/02/2021	ISSUED FOR PERMITTING	JA
5	02/02/2021	ISSUED FOR PERMITTING	JA

01/30/2021
DATE
DECEMBER 2020
DRAWN
CHECKED
APPROVED
BY

C530

PAGE 12 OF 21

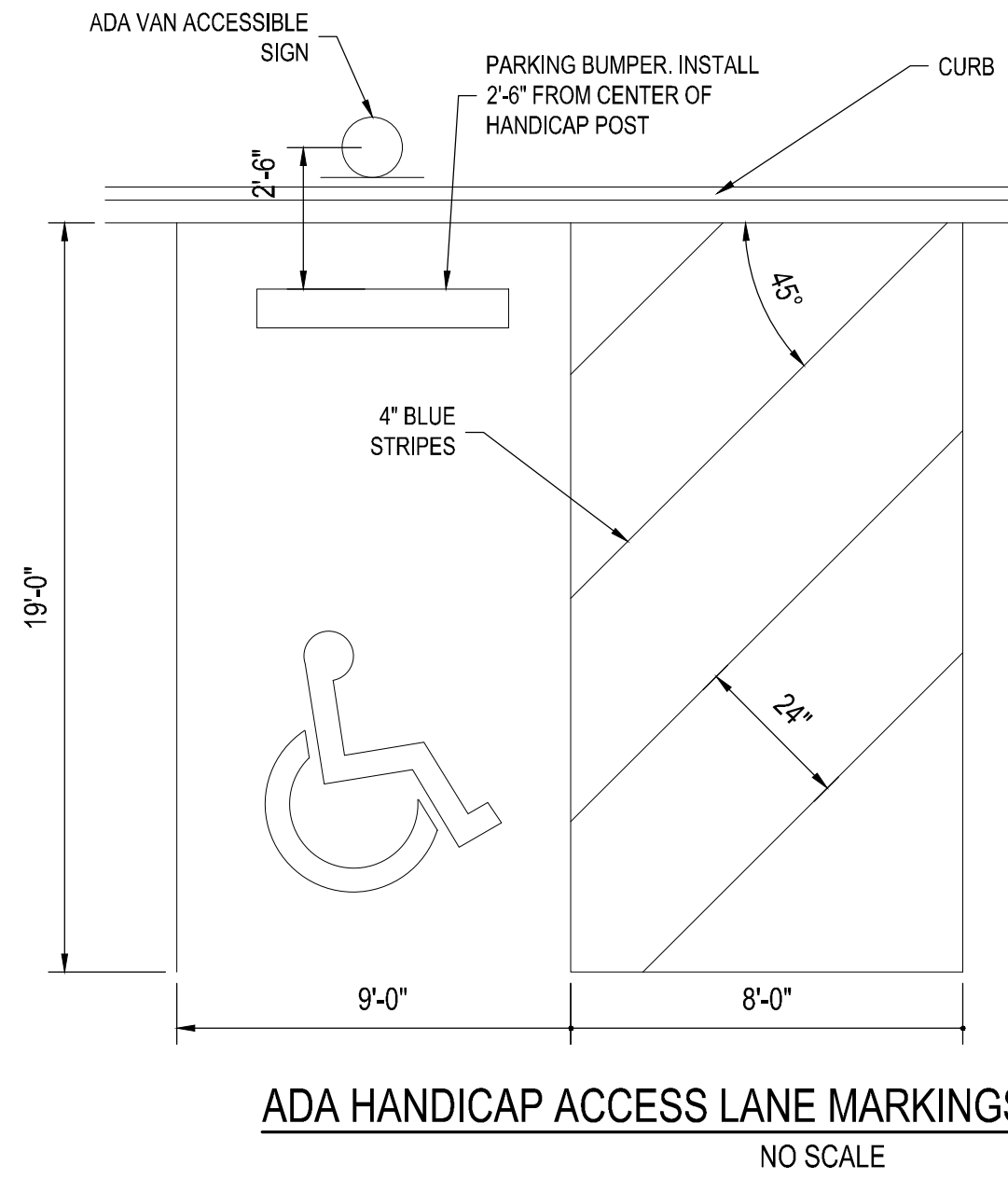
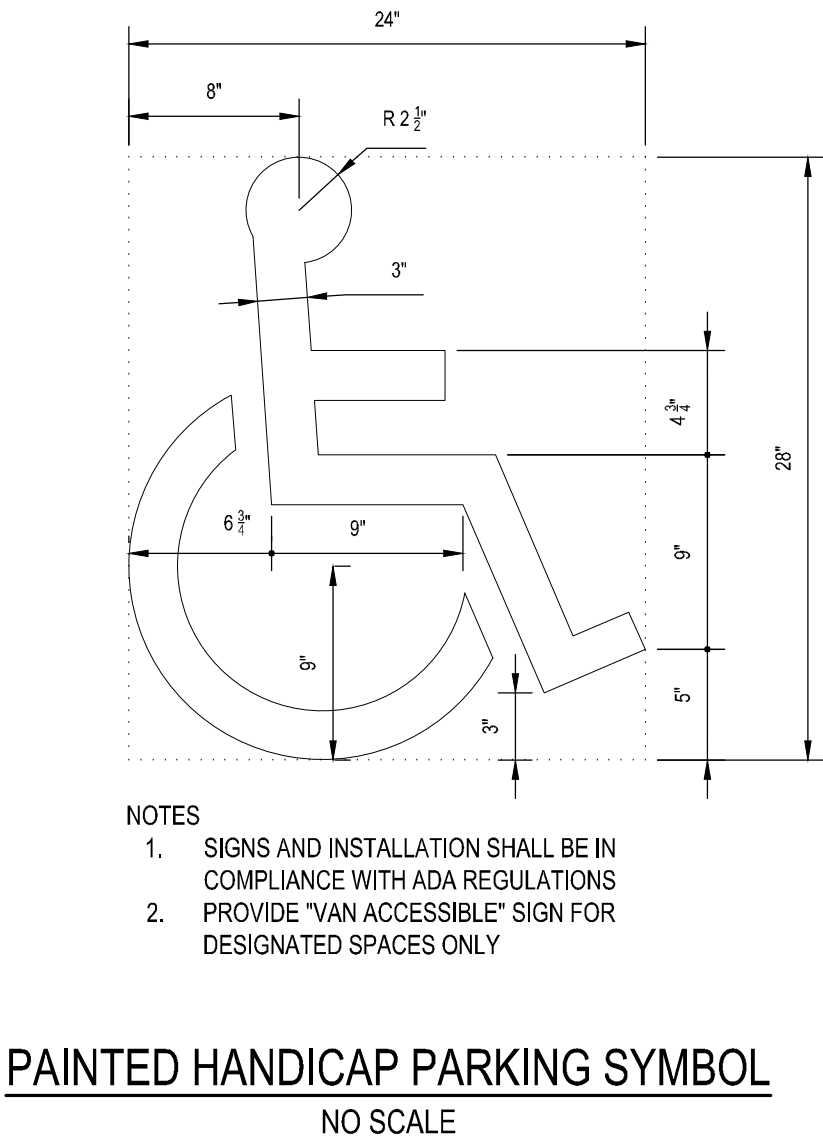
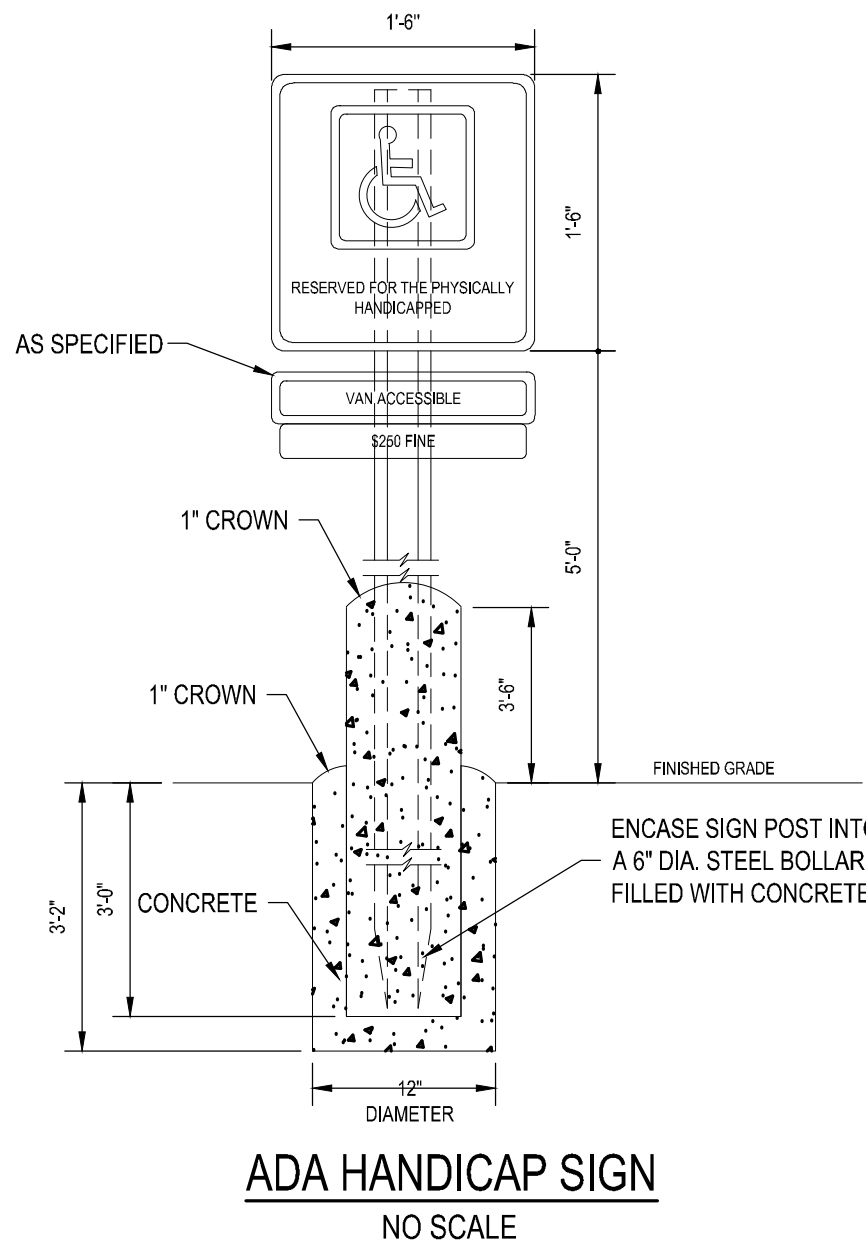
REFER TO WWW.SCDOT.ORG FOR MOST CURRENT SCDOT STANDARD DRAWINGS

[illegible]

STATE OF NORTH CAROLINA
DIVISION OF CONSTRUCTION
CERTIFICATE OF REGISTRATION
DAVID S. FLOYD, INC.
No. 000338
ISSUED FOR CONSTRUCTION

STATE OF NORTH CAROLINA
DIVISION OF CONSTRUCTION
CERTIFICATE OF REGISTRATION
DAVID S. FLOYD, INC.
No. 222403
ISSUED FOR CONSTRUCTION

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DATE	NO.	DESCRIPTION	RELEASED	DATE	DESCRIPTION
01/3845.01	1	ISSUED FOR PERMITTING	JJA	12/02/2020	
DECEMBER 2020	2	ISSUED FOR REVISION	JJA	02/02/2021	
	3	ISSUED FOR REVISION	JJA		
	4	ISSUED FOR REVISION	JJA		
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	19	ISSUED FOR REVISION	JJA		
	20	ISSUED FOR REVISION	JJA		
	21	ISSUED FOR REVISION	JJA		

DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
164 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-8800

OWNER

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE

LUCIUS ROAD SUPERSTOP

SEAL OF THE STATE OF SOUTH CAROLINA
DAVIS & FLOYD, INC.
No. C00538
CERTIFICATE OF AUTHORIZATION
ISSUED FOR CONSTRUCTION

SEAL OF THE STATE OF SOUTH CAROLINA
DAVIS & FLOYD, INC.
No. 28956
12/22/2020
SOUTH CAROLINA
LOWE, HAN S.

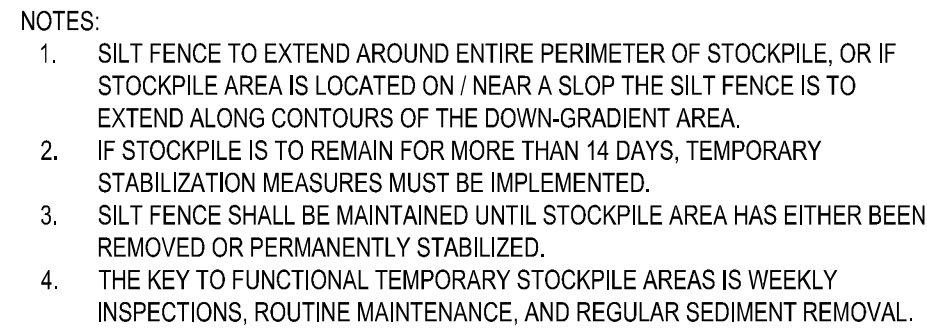
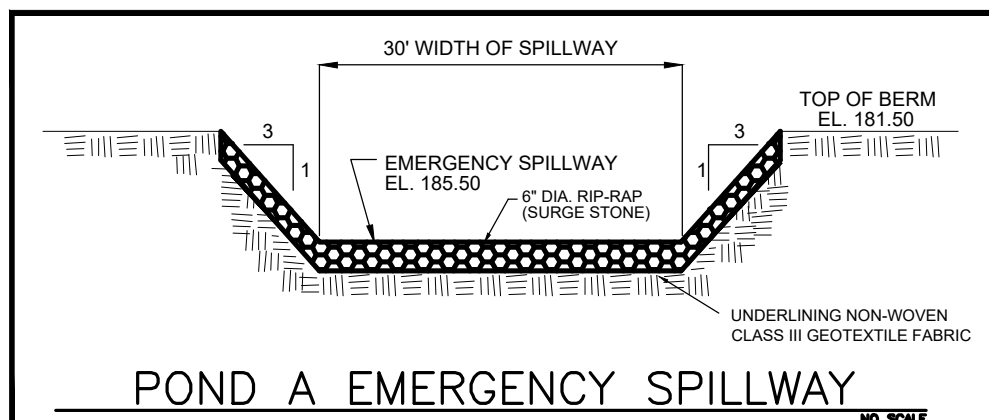


Diagram illustrating a square duct with a square pipe inside. The duct dimensions are labeled "VARIES" (vertical and horizontal). The pipe dimensions are labeled "PIPE" (top and right).



The diagram illustrates the cross-section of Stormwater Management Pond A. Key features include:

- Emergency Spillway:** Located at the top left, with an elevation of EL. 180.50.
- Stormwater Levels:**
 - 100 YR. STORM ELEV = 180.52
 - 25 YR. STORM ELEV = 180.30
 - 10 YR. STORM ELEV = 180.04
 - 2 YR. STORM ELEV = 179.38
- Concrete Riser:** A central structure labeled "4' x 4' CONCRETE RISER (SEE DETAIL)".
- Bottom of Pond:** Indicated at EL. = 176.50.
- Outlet:** Labeled "OUTFALL IE. 175.54" with an arrow pointing left, indicating a "18" RCP @ 2.00%".
- Top of Berm:** Located at the top right, with an elevation of EL. 181.50.

The diagram also shows various hatching patterns for different materials and slopes, and a series of vertical lines representing the riser structure.

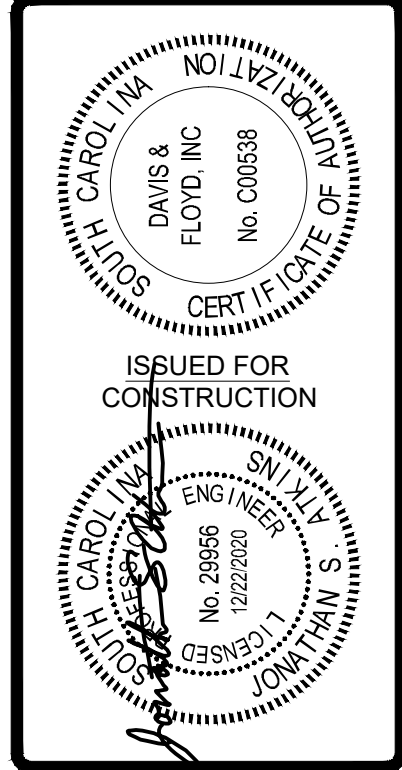
1. EXCAVATION FACE SHALL BE SHORED, SHIELDED OR SLOPED IN ACCORDANCE WITH OSHA "CONSTRUCTION STANDARDS FOR EXCAVATION".



CURB TYPE INLET
NO SCALE

REFER TO WWW.SCDOT.ORG FOR MOST CURRENT SCDOT STANDARD DRAWINGS

PAGE 18 OF 21	JOURNAL 013845.01 DATE DECEMBER 2020 DRAWN JA CHECKED EH DESIGNED JA APPROVED TW	NO. 1 2 3 4 5	ISSUED FOR PERMITTING ISSUED FOR ADOPT-A-HIGHWAY ISSUED FOR SCDOT REVIEW ISSUED FOR CONTRACTOR	RELEASED	DESIGNED JA JA JA JA	DATE 12/02/2020 02/02/2021 07/02/2021 07/02/2021 07/02/2021	DRAWING TITLE SCDOT DETAILS	OWNER CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY COLUMBIA, SOUTH CAROLINA PROJECT TITLE LUCIUS ROAD SUPERSTOP	DAVIS & FLOYD SINCE 1954 WWW.DAVIDFLOYD.COM 154 MILESTONE WAY, SUITE 200 GREENVILLE, SC 29615 (864) 527-5900	ISSUED FOR CONSTRUCTION	SOUTH CAROLINA STATE BOARD OF ARCHITECTURE DAVIS & FLOYD, INC. No. C00538	SOUTH CAROLINA STATE BOARD OF ENGINEERING No. 28956 12/22/2020



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- GENERAL NOTES:**
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BOTH HORIZONTALLY & VERTICALLY OF ALL EXISTING & PROPOSED UTILITIES BEFORE COMMENCING WORK, AND HE SHALL AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO UTILITIES THAT ARE DISTURBED AS A RESULT OF THE WORK.
 - ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION INSIDE OR OUTSIDE OF THE LIMIT OF WORK NOT PROVIDED WITH LANDSCAPE MATERIAL SHALL BE HYDROSEED PER THE PERMANENT GRASSING SCHEDULE ON SWPP SHEET WITHIN CIVIL DRAWINGS.
 - ALL TREES AND SHRUBS SHALL RECEIVE PINESTRAW MULCH AT A MINIMUM DEPTH OF 3".
 - PROVIDE EROSION CONTROL WHERE SLOPES ARE GREATER THAN 3:1 AND WHERE EROSION KEEPS RE-OCCURRING.
 - ALL TREE, SHRUB, AND GROUND COVER MATERIAL SHALL BE PLANTED WITHIN 24 HOURS OF DELIVERY.
 - ANY PLANTS LOCATED IN DIRECT SUN SHALL BE NURSERY SUN GROWN.
 - ALL PLANT MATERIAL TO MEET OR EXCEED AAN STANDARDS.
 - ALL TREES TO BE PLANTED FOLLOWING ACCEPTED HORTICULTURAL PRACTICES. PLANTING HOLES TO BE BACKFILLED WITH 1/3 COMPOST. DO NOT APPLY FERTILIZER AT PLANTING.
 - ALL SHRUBS, GRASSES AND GROUNDCOVERS TO BE SURFACE FERTILIZED WITH OSMOCOTE SLOW-RELEASE FERTILIZER ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
 - CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY LICENSES AND INSURANCE TO COMPLETE WORK.
 - FINAL CLEANUP OF SITE AS A RESULT OF LANDSCAPE OPERATIONS AND ALL FINE GRADING SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
 - CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE.
 - ALL PLANT MATERIAL, IRRIGATION, AND WORKMANSHIP TO BE GUARANTEED FOR ONE YEAR FROM THE DATE OF ACCEPTANCE BY THE OWNER OR OWNER'S REPRESENTATIVE.
 - CONTRACTOR TO MAINTAIN ALL PLANTBEDS, IRRIGATION, AND PLANT LIFE UNTIL FINAL ACCEPTANCE OF LANDSCAPE. WARRANTY PERIOD OF ONE YEAR FOR PLANT MATERIAL AND IRRIGATION BEGINS WHEN COMPLETION OF ALL PUNCH LIST ITEMS AND FINAL ACCEPTANCE OF LANDSCAPE HAVE BEEN APPROVED.
 - CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
 - STAKING ONLY REQUIRED AS DEEMED NECESSARY BY THE LANDSCAPE CONTRACTOR.
 - THERE SHALL BE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS WITHOUT WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
 - ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS.
 - ALL PRESERVED TREES TO RECEIVE TREE PROTECTION BARRICADES AS DETAILED IN CIVIL PLANS.

PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT./CAL.	SIZE	SPACING
	ACER	4	Acer rubrum 'October Glory' TM / October Glory Maple	B & B	3" cal.	As Shown
	LAGN	5	Lagerstroemia x 'Natchez' / Crape Myrtle Single Stem, Tree Form Only	B&B 2" Cal	3" cal.	As Shown
	PLAO	5	Platanus occidentalis / American Sycamore	B & B	3" cal.	As Shown
	ZELS	11	Zelkova serrata 'Village Green' / Sawleaf Zelkova	B & B	3" cal.	As Shown
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SIZE	SPACING
	DIS MNV	41	Distylium X 'PIIDIST-V' TM / Cinnamon Girl Distylium	3 gal	24"-36"	As Shown
	ILEV	46	Ilex vomitoria 'Nana' / Dwarf Yaupon	3 gal	24"-36"	As Shown
	PIT MOJ	44	Pittosporum tobira 'Mojo' / Mojo Pittosporum	3 gal	24"-36"	As Shown

ABBREVIATION NOTES:

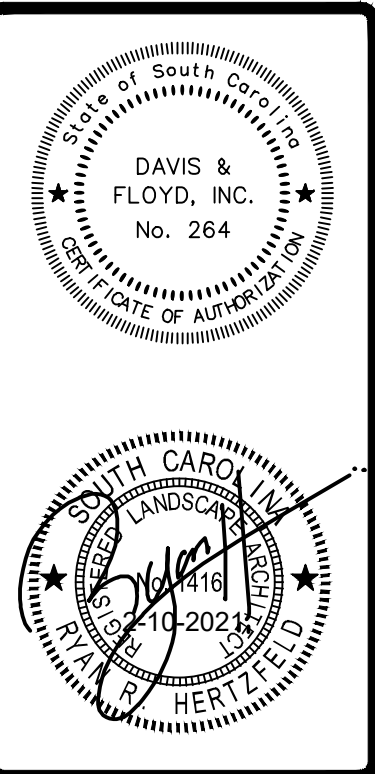
WHERE AN ABBREVIATION IS SHOWN, THE FOLLOWING NOTES APPLY:
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BOTANICAL / COMMON NAME - PLANT MATERIAL TO BE INSTALLED.
CONT - CONTAINER TYPE WHICH PLANT MATERIAL IS ENCASED UPON SITE DELIVERY. (HEIGHT AND CALIPER SHALL TAKE PRECEDENCE OVER CONTAINER.)
CAL - CALIPER/DIAMETER OF TRUNK. (CALIPER SHALL TAKE PRECEDENCE OVER HEIGHT AND SPREAD.)
SIZE - HEIGHT AND/OR WIDTH OF PLANT MATERIAL AT INSTALLATION
SPACING - DISTANCE FROM CENTER OF EACH PLANT. (PLAN SHALL TAKE PRECEDENCE OVER SCHEDULE.)
REMARKS - SPECIFIC NOTES FURTHER SPECIFYING OR DESCRIBING PLANT MATERIAL.

QUANTITIES NOTES:

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NOTES:

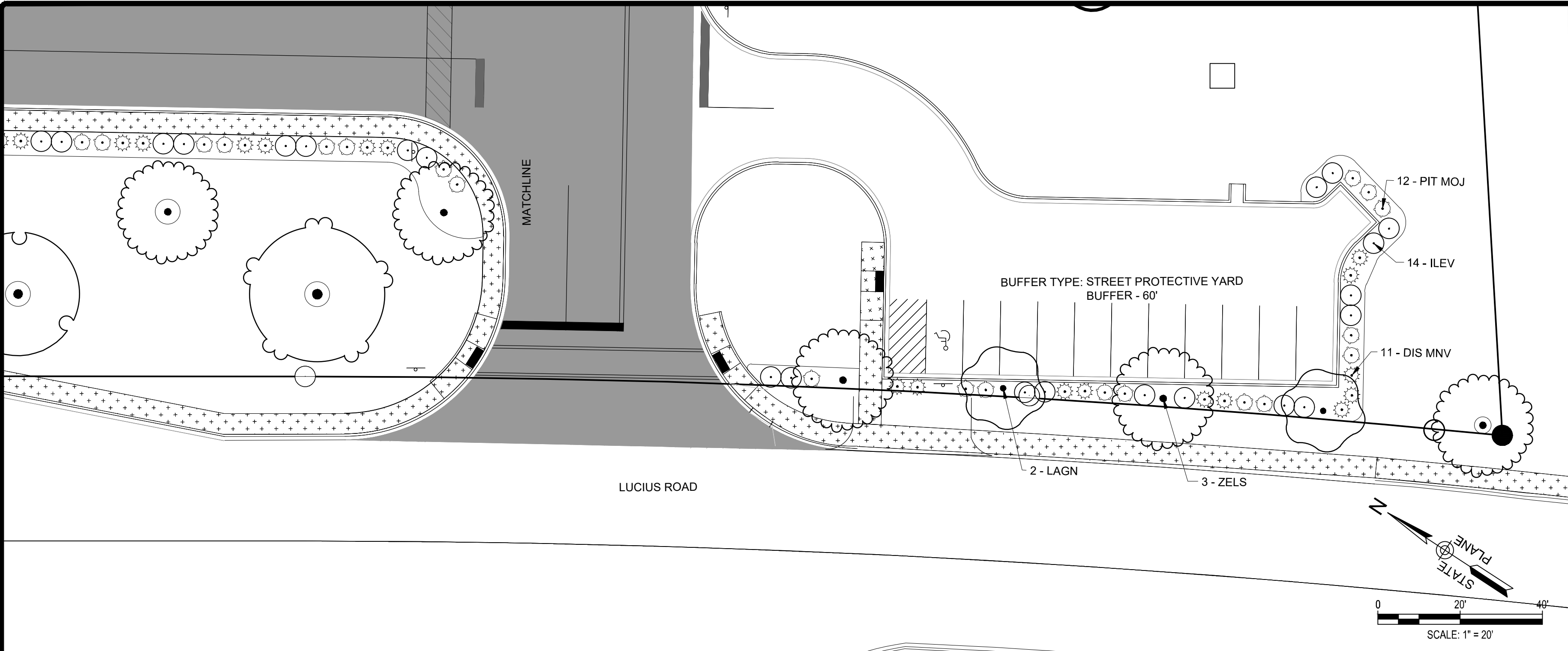
- QUANTITIES PROVIDED DO NOT ACCOUNT FOR WASTE.
- CONTRACTOR SHALL VERIFY ALL QUANTITIES AND INSTALL ACCORDING TO PLAN.



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CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

OWNER		DRAWING TITLE	
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY		LANDSCAPE PLAN	
NO.	DATE	DESIGNED	RELEASED
2	12/20/20	JAA	JAA
4	12/20/20	JAA	JAA
5	12/20/20	JAA	JAA
6	12/20/20	JAA	JAA
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100	12/20/20	JAA	JAA



DENSITY FACOTR UNITS - LUCIUS ROAD					
SURVEY #	SPECIES	DIAMETER	GRAND	DENSITY FACTOR UNITS	NOTE:
61697	OAK	24"	Y	18.6	TREE REMOVAL REPLACEMENT UNITS
61525	PINE	32"	Y	16.8	
61130	PINE	36"	Y	21.3	
				56.7	

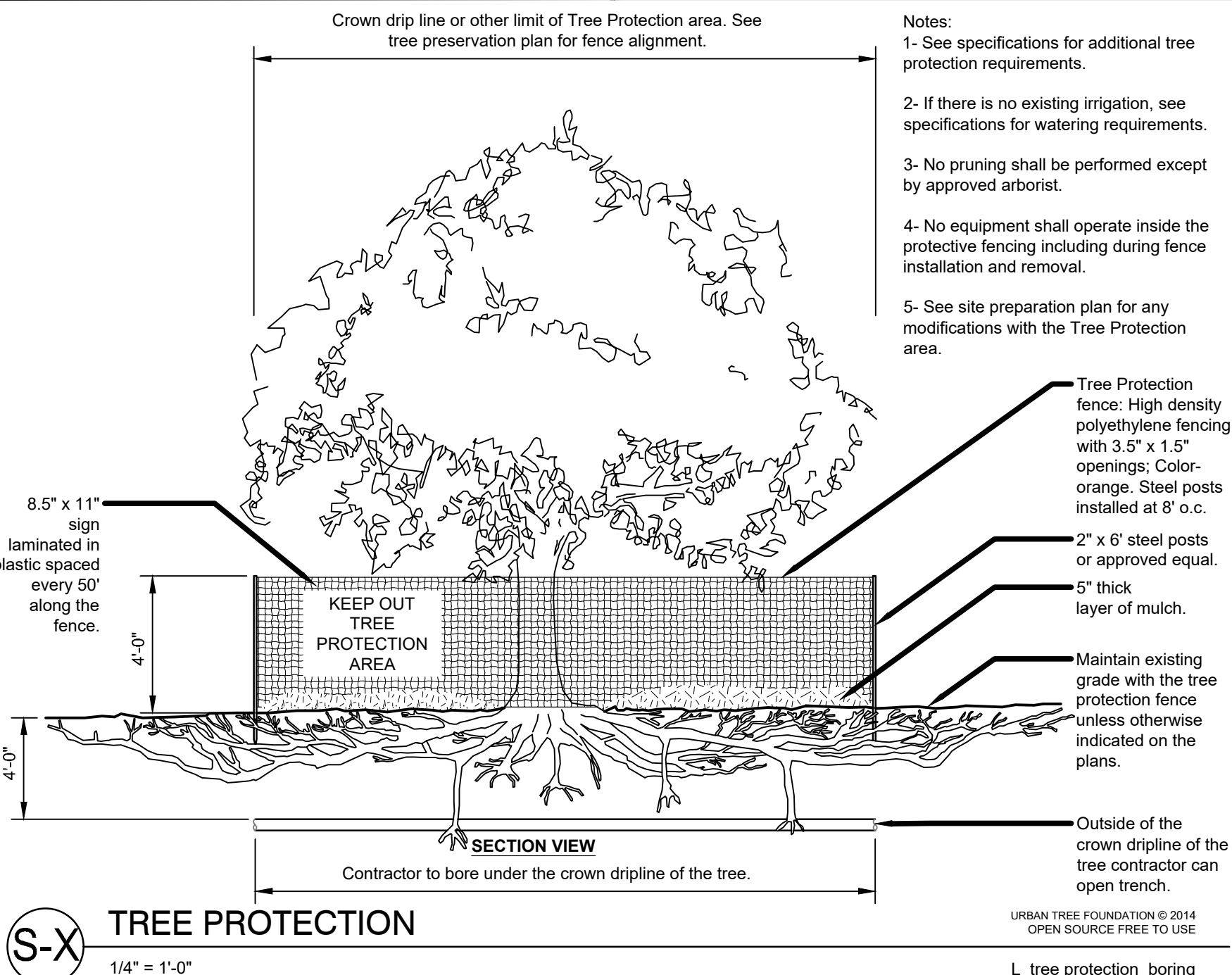
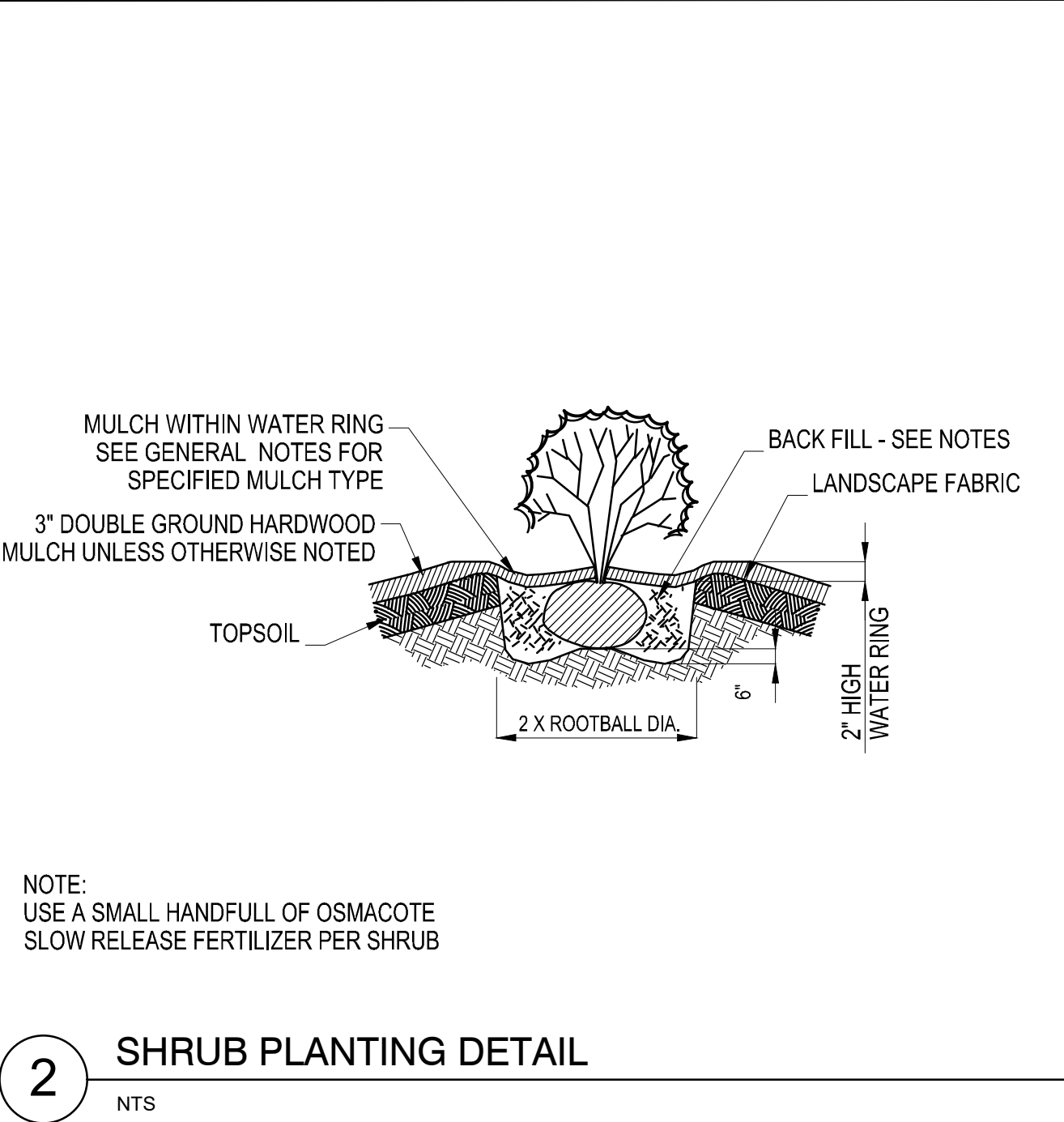
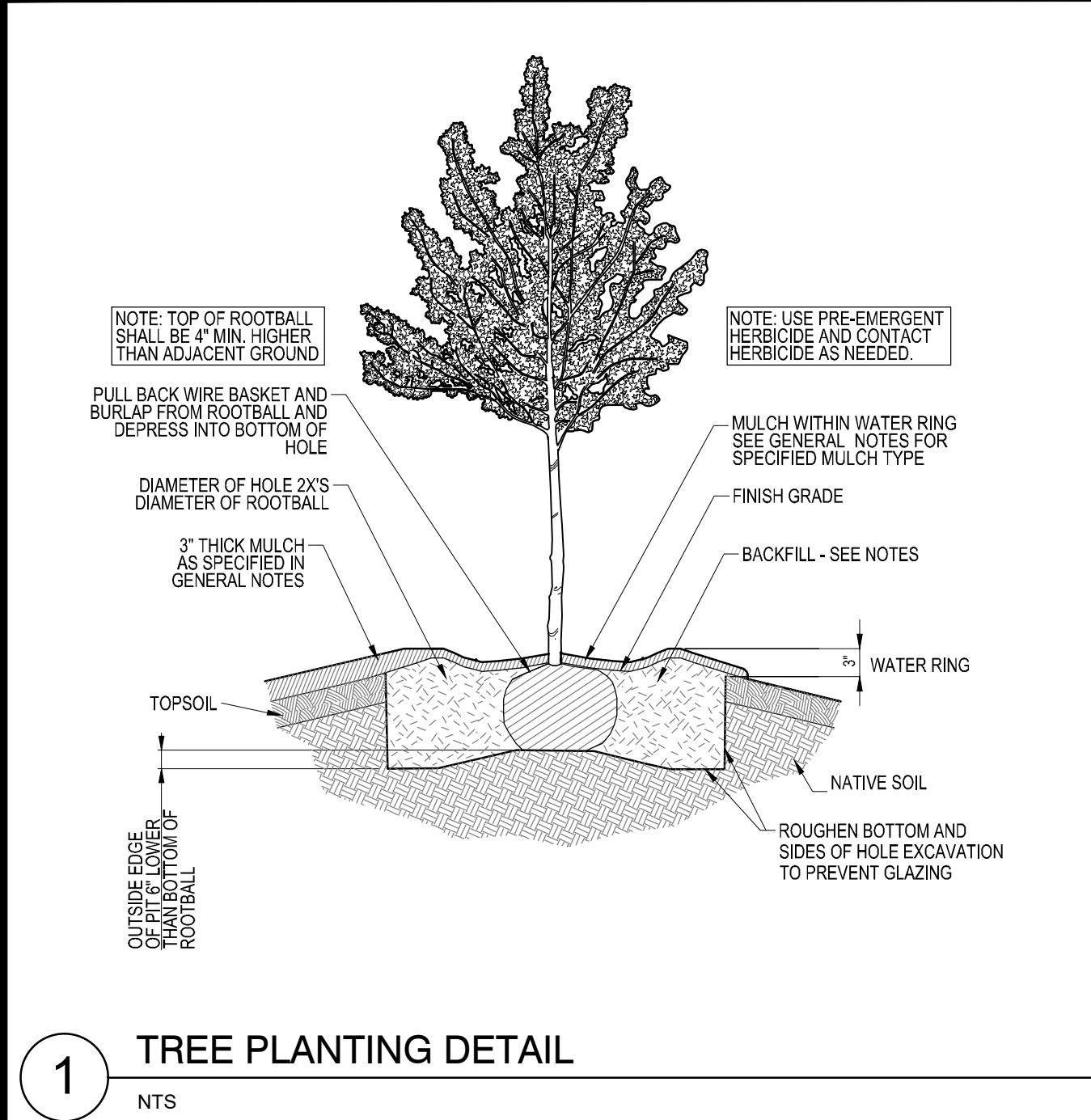
QTY	SPECIES	DIAMETER	RFU PER TREE	TOTAL RFUs	
4	OCTOBER GLORY MAPLE	3"	1.5	6	
5	CRAPE MYRTLE	3"	1.5	7.5	
5	AMERICAN SYCAMORE	3"	1.5	7.5	
11	SAWLEAF ZELKOVA	3"	1.5	16.5	
				DENSITY FACTOR UNIT (RFU)	
				37.5	

DFU CALCULATION:					
SITE ACREAGE	4.6		REQUIRED DFU & RFU		194.7
DFU/ACRE	30		DFU FROM EXISTING TREES (SEE SHEET L103)		327.7
RFU FOR TREE REMOVAL	56.7		RFU FROM PROPOSED TREES		37.5
REQUIRED DFU	194.7		DFU SURPLUS		170.5

LANDSCAPE BUFFER 'A' REQUIREMENTS - BUFFER 1			
PLANTS PER 100'			
TOTAL LENGTH: 231 LF			
TYPE	PROVIDED	REQUIRED	
TREE	3"	3"	
EXISTING TREE	0		

LANDSCAPE BUFFER 'A' REQUIREMENTS - BUFFER 2			
PLANTS PER 100'			
TOTAL LENGTH: 420 LF			
TYPE	PROVIDED	REQUIRED	
TREE	3"	3"	
EXISTING TREE	0		

STREET PROTECTIVE YARD - BUFFER 3			
1 TREE EVERY 40 LF			
TOTAL LENGTH: 189 LF			
TYPE	PROVIDED	REQUIRED	
TREE	5	5	
EXISTING TREE	0		



TREES SURVEYED TO COUNT TOWARDS DFU:					
SURVEY #	SPECIES	DIAMETER	GRAND	DENSITY FACTOR UNITS	
60053	OAK	61"		81.6	
63287	OAK	51"		81.6	
60052	OAK	31"		31.2	
61495	GUM	10"		7.2	
61524	OAK	20"		21.3	
61525	PINE	32"		33.6	
61529	OAK	9"		4.2	
63305	OAK	17"		8	
63296	GUM	16"		7.6	
63298	OAK	9"		4.2	
63299	CHERRY	8"		3.6	
63300	OAK	8"		3.6	
63303	OAK	7"		3	
63306	OAK	20"		9.2	
63307	OAK	11"		5.6	
63308	OAK	7"		3	
63316	OAK	12"		6	
63317	OAK	12"		6	
63318	OAK	7"		3	
63319	OAK	9"		4.2	
				327.7	

GENERAL NOTES:

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BOTH HORIZONTALLY & VERTICALLY OF ALL EXISTING & PROPOSED UTILITIES BEFORE COMMENCING WORK, AND HE SHALL AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO UTILITIES THAT ARE DISTURBED AS A RESULT OF THE WORK.
- ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION INSIDE OR OUTSIDE OF THE LIMIT OF WORK NOT PROVIDED WITH LANDSCAPE MATERIAL SHALL BE HYDROSEEDDED PER THE PERMANENT GRASSING SCHEDULE ON SWPP SHEET WITHIN CIVIL DRAWINGS.
- ALL TREES AND SHRUBS SHALL RECEIVE PINESTRAW MULCH AT A MINIMUM DEPTH OF 3".
- PROVIDE EROSION CONTROL WHERE SLOPES ARE GREATER THAN 3:1 AND WHERE EROSION KEEPS RE-OCCURRING.
- ALL TREE, SHRUB, AND GROUNDCOVER MATERIAL SHALL BE PLANTED WITHIN 24 HOURS OF DELIVERY.
- ANY PLANTS LOCATED IN DIRECT SUN SHALL BE NURSERY SUN GROWN.
- ALL PLANT MATERIAL TO MEET OR EXCEED AAN STANDARDS.
- ALL TREES TO BE PLANTED FOLLOWING ACCEPTED HORTICULTURAL PRACTICES. PLANTING HOLES TO BE BACKFILLED WITH 1/3 COMPOST. DO NOT APPLY FERTILIZER AT PLANTING.
- ALL SHRUBS, GRASSES AND GROUNDCOVERS TO BE SURFACE FERTILIZED WITH OSMOCOTE SLOW-RELEASE FERTILIZER ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY LICENSES AND INSURANCE TO COMPLETE WORK.
- FINAL CLEANUP OF SITE AS A RESULT OF LANDSCAPE OPERATIONS AND ALL FINE GRADING SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE.
- ALL PLANT MATERIAL, IRRIGATION, AND WORKMANSHIP TO BE GUARANTEED FOR ONE YEAR FROM THE DATE OF ACCEPTANCE BY THE OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR TO MAINTAIN ALL PLANT BEDS AND PLANT LIFE UNTIL FINAL ACCEPTANCE OF LANDSCAPE. WARRANTY PERIOD OF ONE YEAR FOR PLANT MATERIAL BEGINS WHEN COMPLETION OF ALL PUNCH LIST ITEMS AND FINAL ACCEPTANCE OF LANDSCAPE HAVE BEEN APPROVED.
- CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- STAKING ONLY REQUIRED AS DEEMED NECESSARY BY THE LANDSCAPE CONTRACTOR.
- THERE SHALL BE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS WITHOUT WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
- ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS.
- ALL PRESERVED TREES TO RECEIVE TREE PROTECTION BARRICADES AS DETAILED IN CIVIL PLANS.

PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT./CAL.	SIZE	SPACING
	ACER	4	Acer rubrum 'October Glory' TM / October Glory Maple	B & B	3" cal.	As Shown
	LAGN	5	Lagerstroemia x 'Natchez' / Crape Myrtle Single Stem, Tree Form Only	B&B 2" Cal	3" cal.	As Shown
	PLAO	5	Platanus occidentalis / American Sycamore	B & B	3" cal.	As Shown
	ZELS	11	Zelkova serrata 'Village Green' / Sawleaf Zelkova	B & B	3" cal.	As Shown
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SIZE	SPACING
	DIS MNV	41	Distylium x 'Piidist-V' TM / Cinnamon Girl Distylium	3 gal	24"-36"	As Shown
	ILEV	46	Ilex vomitoria 'Nana' / Dwarf Yaupon	3 gal	24"-36"	As Shown
	PIT MOJ	44	Pittosporum tobira 'Mojo' / Mojo Pittosporum	3 gal	24"-36"	As Shown

ABBREVIATION NOTES:

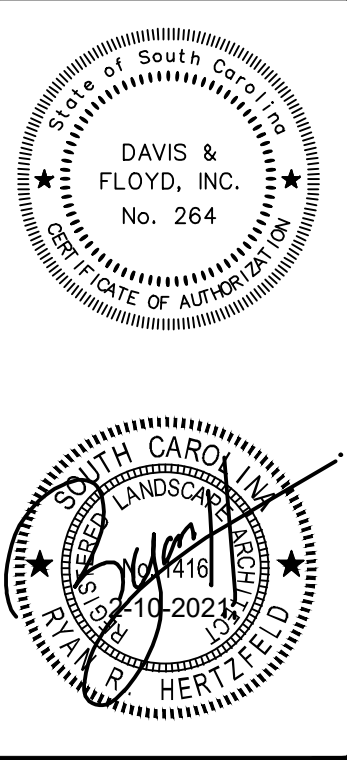
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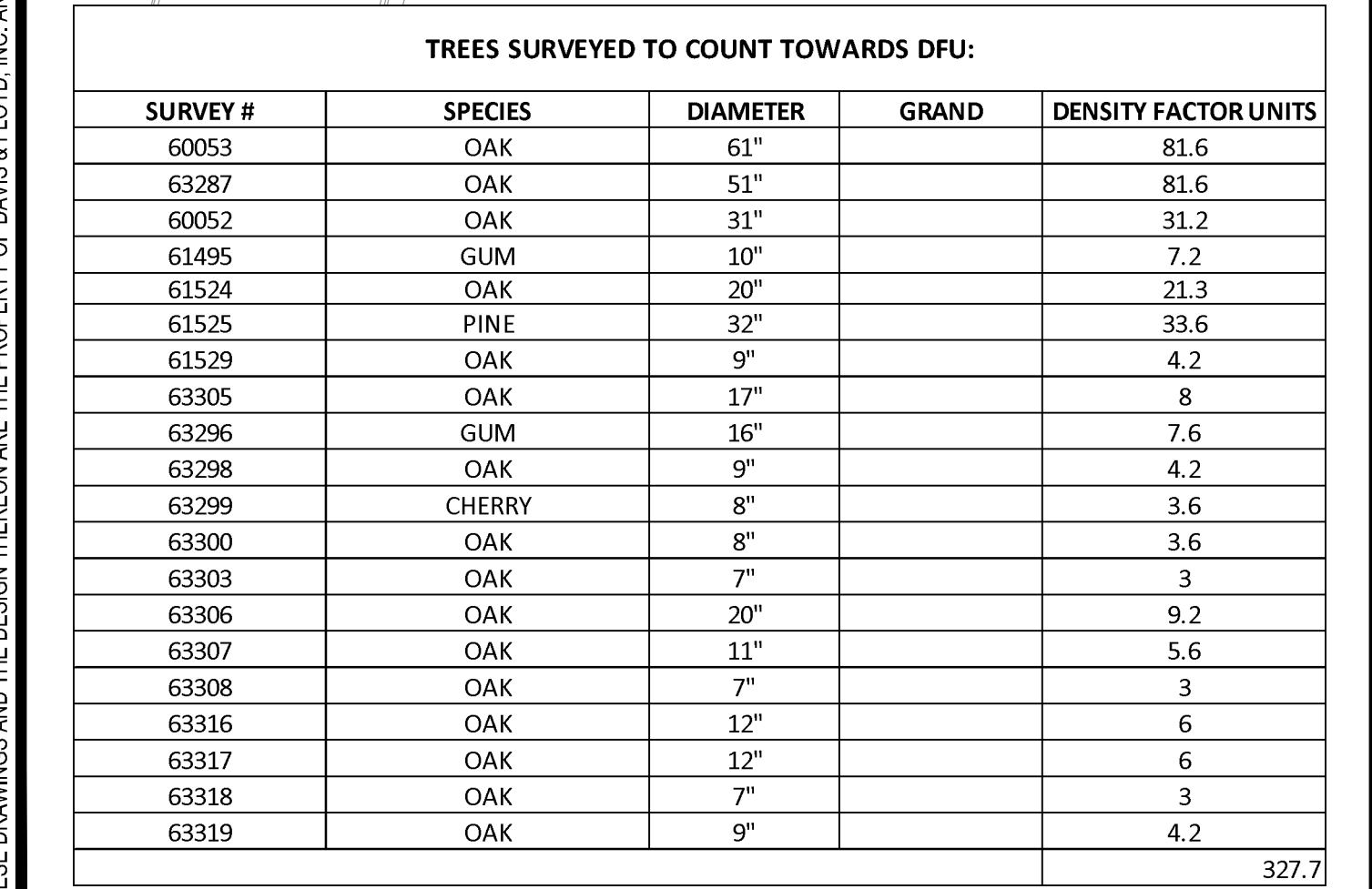


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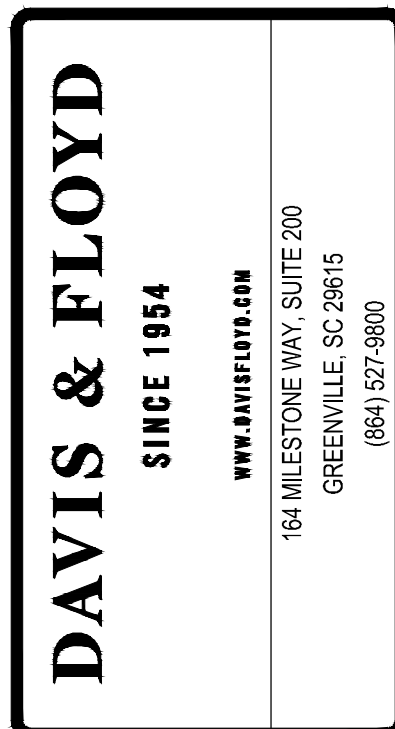
OWNER
CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

DESIGNER TITLE
LANDSCAPE PLAN

NO.	DATE	REVISION	BY	CHKD	APP'D
1	01/30/2020	ISSUED FOR PERMIT	JAN		
2	02/03/2020	REVISED FOR 2020 REVIEW	JAN		
3	02/03/2020	REVISED FOR 2020 REVIEW	JAN		
4	02/03/2020	REVISED FOR 2020 REVIEW	JAN		
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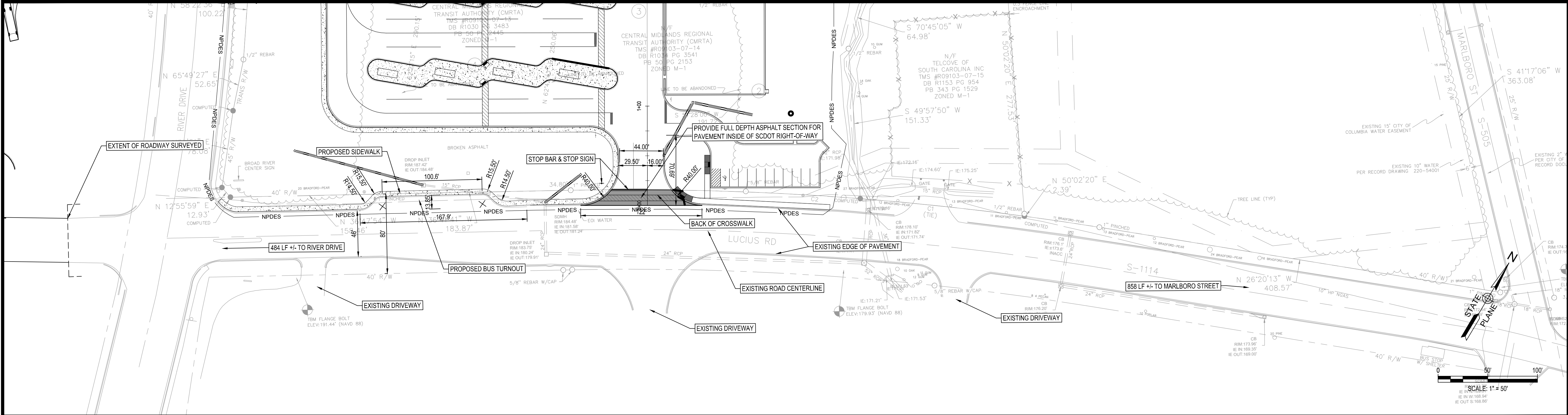
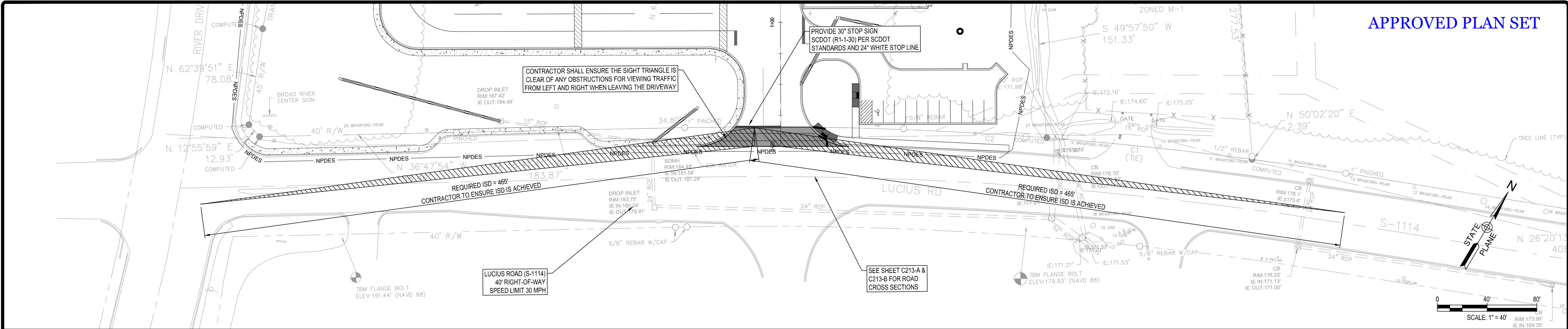
LANDSCAPE BUFFER 'A' REQUIREMENTS - BUFFER 2		
PLANTS PER 100'		
TOTAL LENGTH: 420 LF		
TYPE	PROVIDED	REQUIRED
TREE	3"	3"
EXISTING TREE	0	



OWNER	CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY
PROJECT TITLE	COLUMBIA, SOUTH CAROLINA LUCIUS ROAD SUPERSTOP

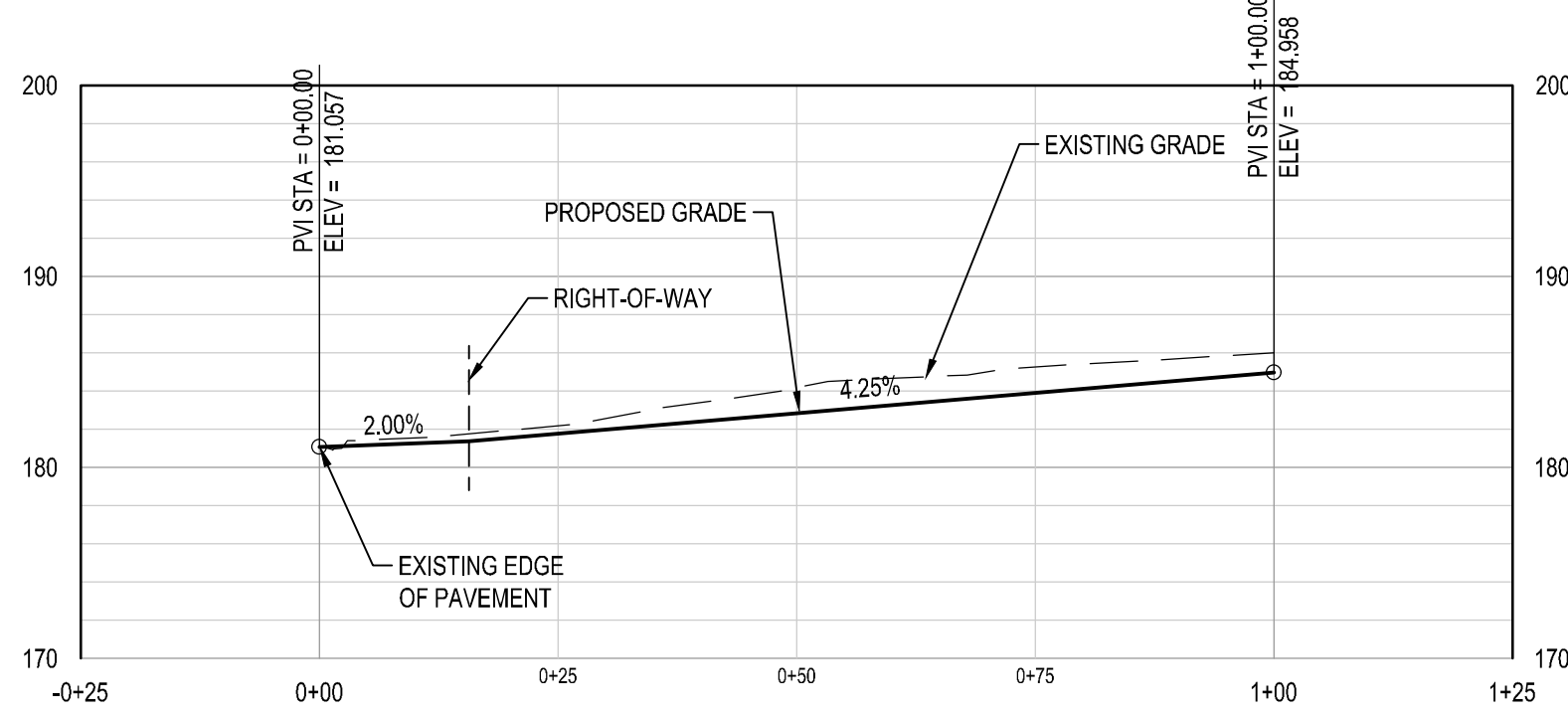
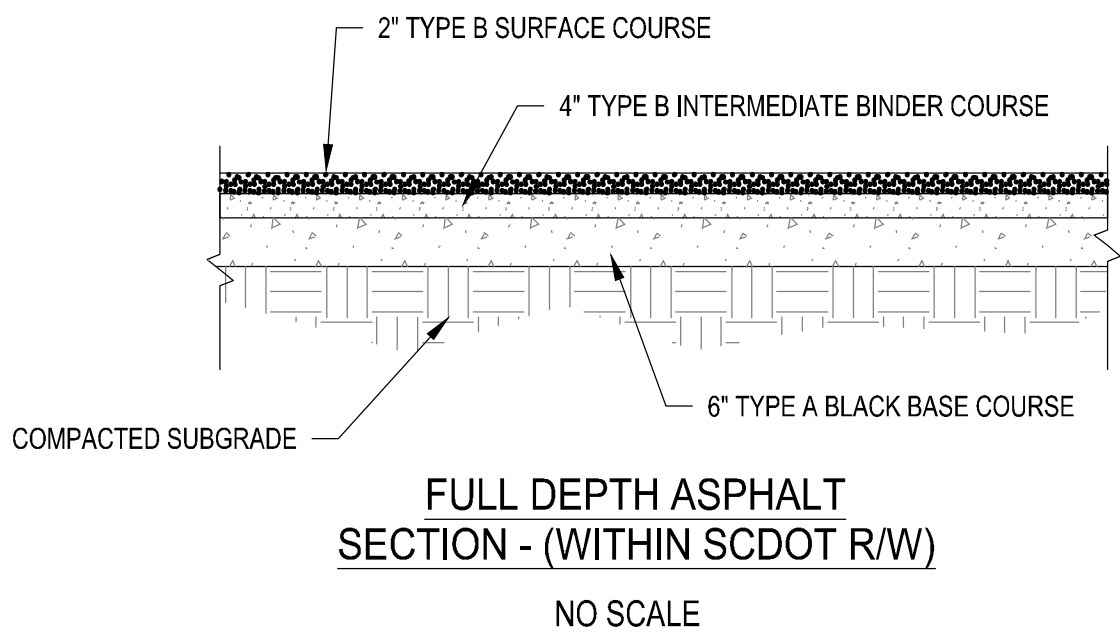
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APPROVED PLAN SET



- CONSTRUCTION NOTES:
1. CONTRACTOR SHALL BE RESPONSIBLE FOR UTILIZING ALL APPLICABLE AND CURRENT SCDOT STANDARD DRAWINGS, INCLUDING, BUT NOT LIMITED TO THE DRAWINGS INCLUDED WITHIN THESE PLANS AND THE APPROVED PERMIT PACKAGE.
 2. CONTRACTOR TO CLEAR EXISTING CULVERT PIPES, CATCH BASINS, AND DITCHES ALONG FRONTAGE AND DOWNSTREAM AS NECESSARY TO ACHIEVE POSITIVE DRAINAGE.
 3. ALL SIGNS INSTALLED WITHIN OR ADJACENT TO SCDOT RIGHT OF WAY, SHALL BE INSTALLED ON BREAKAWAY POSTS.
 4. REFER TO SCDOT STANDARD DRAWINGS 610-005-00 AND 610-205-00 FOR TRAFFIC CONTROL, DURING CONSTRUCTION.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE REQUIRED SIGHT DISTANCE IS ACHIEVED.

- NOTES:
1. ALL MARKINGS WITHIN THE SCDOT RIGHT OF WAY SHALL BE THERMOPLASTIC OR APPROVED PERMANENT EQUIVALENT.
 2. ALL SHOULDERS ARE TO BE TIED-INTO THE NEW PAVEMENT SURFACE AND SEEDED IN ACCORDANCE WITH SCDOT STANDARD SPECIFICATIONS.
 3. THE CONTRACTOR SHALL PERFORM WORK WITHIN THE ROAD RIGHT-OF-WAY IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF THE ENCROACHMENT PERMITS AND OTHER LEGAL DOCUMENTS AS THOUGH THE DOCUMENTS WERE ISSUED IN THE CONTRACTORS NAME.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RIGHT-OF-WAY WITHIN THE WORK LIMITS OF CONSTRUCTION FOR THE LIFE OF THE PROJECT.



Lucius Road Driveway PROFILE

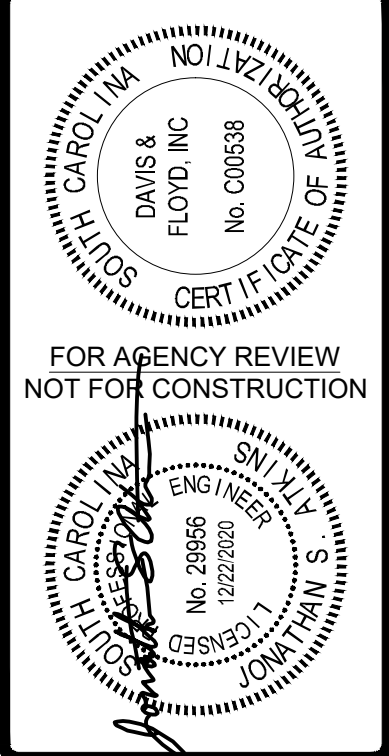
SCALES: 1" = 20' HORIZONTAL, 1" = 10' VERTICAL



Know what's below.
Call before you dig.

J:\Joss\0013845-01\Production\Civil\Drawings\13845-01-ROAD.dwg, 12/22/2020 9:15:33 AM, jonathan.atkins, pe

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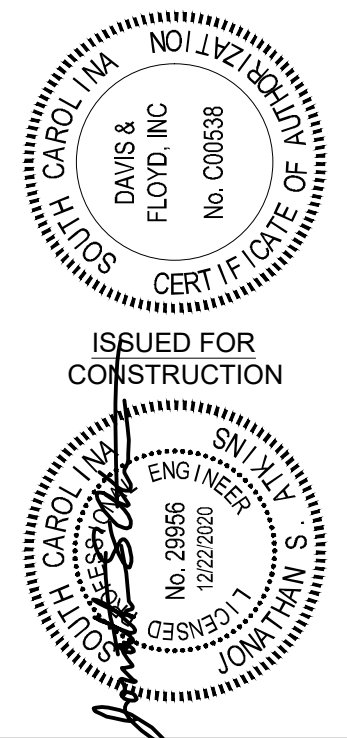


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TRANSIT AUTHORITY
COLUMBIA SOUTH CAROLINA
PROJECT TITLE
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NO.	DATE	DISCLOSED	RELEASED	ISSUED FOR REVISION	NO.	DATE	DISCLOSED	RELEASED	ISSUED FOR REVISION
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22	02/21/2021	NO	NO	NO	22	02/21/2021	NO	NO	NO
23	02/22/2021	NO	NO	NO	23	02/22/2021	NO	NO	NO
24	02/23/2021	NO	NO	NO	24	02/23/2021	NO	NO	NO
25	02/24/2021	NO	NO	NO	25	02/24/2021	NO	NO	NO
26	02/25/2021	NO	NO	NO	26	02/25/2021	NO	NO	NO
27	02/26/2021	NO	NO	NO	27	02/26/2021	NO	NO	NO
28	02/27/2021	NO	NO	NO	28	02/27/2021	NO	NO	NO
29	02/28/2021	NO	NO	NO	29	02/28/2021	NO	NO	NO
30	02/29/2021	NO	NO	NO	30	02/29/2021	NO	NO	NO
31	02/30/2021	NO	NO	NO	31	02/30/2021	NO	NO	NO

ADDITIONAL
SIDEWALK TO BE
PERMITTED

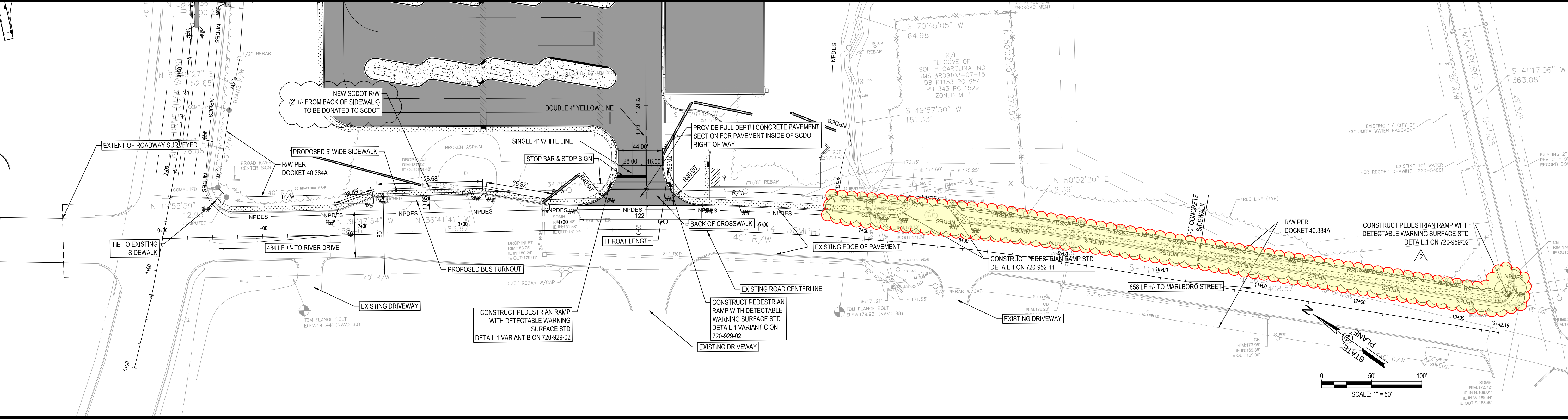
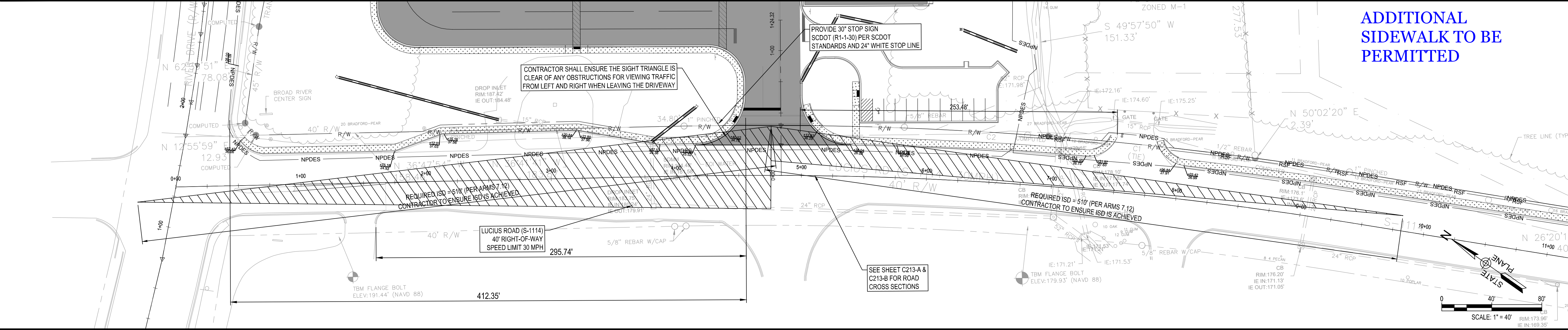


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164 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

DRIVEWAY PLAN - LUCIUS ROAD

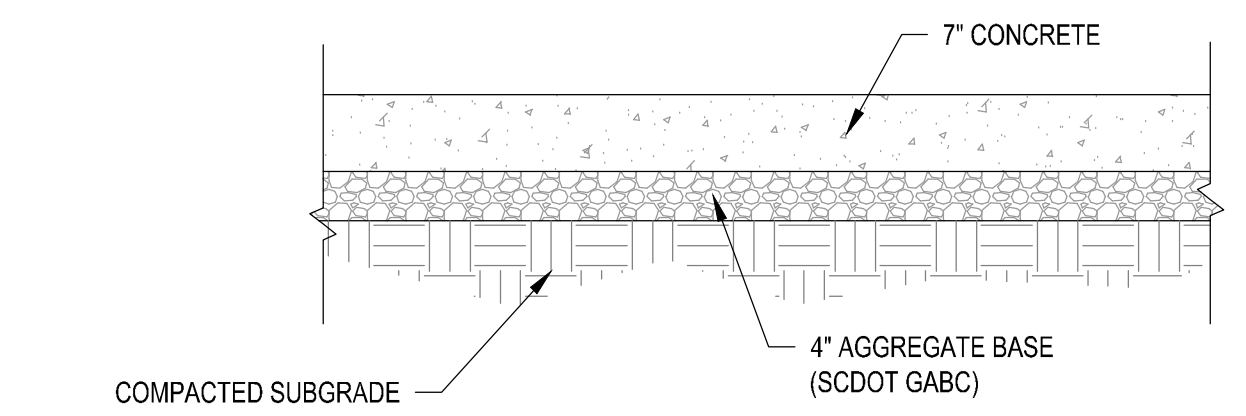
NO.	DATE	DESCRIPTION	BY	CHECKED	DATE	REVISION
1	01/13/2020	ISSUED FOR PERMITTING	JA	JA	01/13/2020	
2	02/02/2021	ISSUED FOR CONSTRUCTION	JA	JA	02/02/2021	
3	04/02/2021	ISSUED FOR CONSTRUCTION	JA	JA	04/02/2021	
4	04/02/2021	ISSUED FOR CONSTRUCTION	JA	JA	04/02/2021	
5	04/02/2021	ISSUED FOR CONSTRUCTION	JA	JA	04/02/2021	
6	04/02/2021	ISSUED FOR CONSTRUCTION	JA	JA	04/02/2021	
7	04/02/2021	ISSUED FOR CONSTRUCTION	JA	JA	04/02/2021	
8	04/02/2021	ISSUED FOR CONSTRUCTION	JA	JA	04/02/2021	
9	04/02/2021	ISSUED FOR CONSTRUCTION	JA	JA	04/02/2021	
10	04/02/2021	ISSUED FOR CONSTRUCTION	JA	JA	04/02/2021	



SIGHT VERIFICATION NOTES FOR CONTRACTOR:
1. CONTRACTOR SHALL VERIFY SIGHT DISTANCE REQUIREMENTS ARE MET PRIOR TO SCHEDULING A SCODT SIGHT DISTANCE VERIFICATION.
2. CONTRACTOR SHALL PROVIDE CLEARING WITHIN SITE TRIANGLES PRIOR TO SCHEDULING A SCODT SIGHT DISTANCE VERIFICATION.

REFER TO WWW.SCOTD.ORG FOR THE MOST CURRENT SCODT STANDARD DRAWINGS:
720-910-01 720-929-01 720-951-11 720-952-11
601-005-00 601-205-01 605-010-01 610-025-00
610-030-00 610-515-00 625-305-00 630-215-00

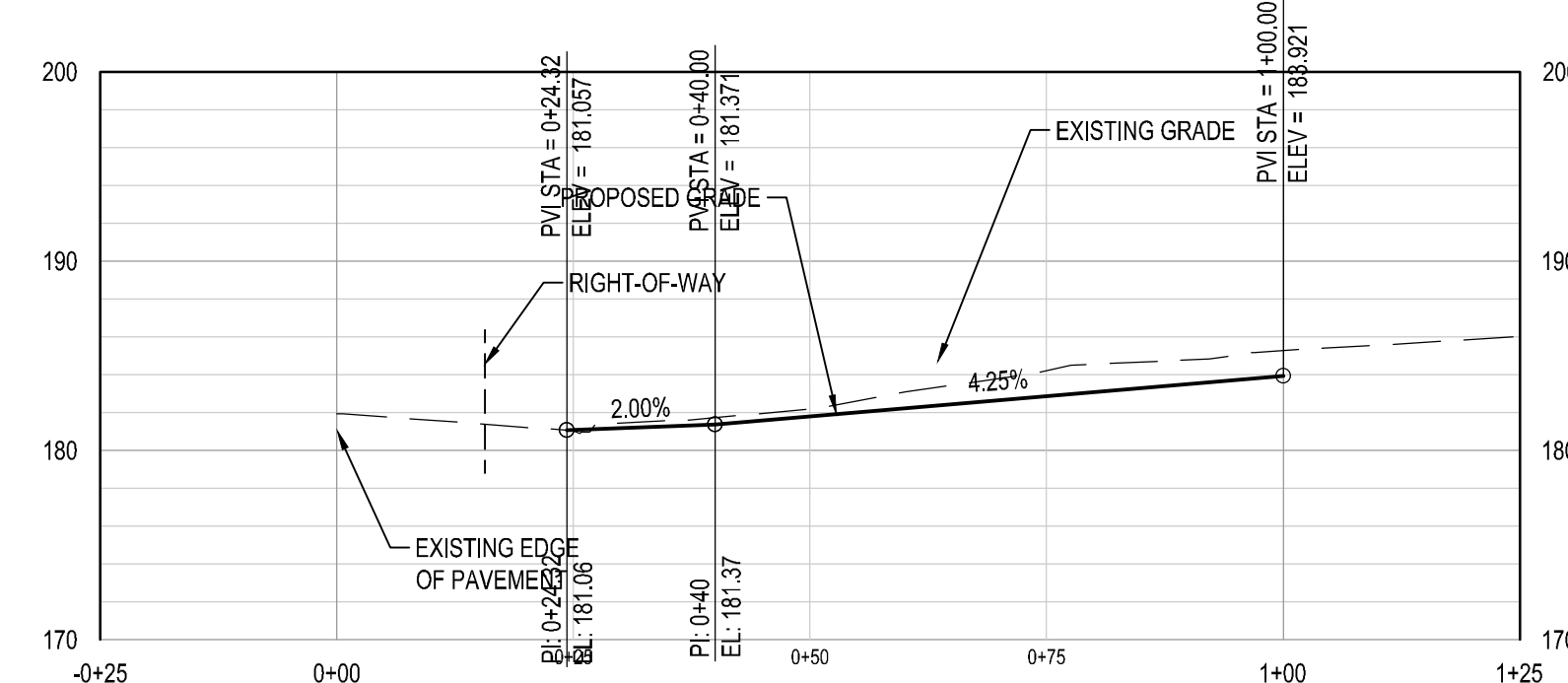
LANE CLOSURES ARE PROHIBITED ON US 176 MONDAY THROUGH FRIDAY 7:00 AM - 9:00 AM AND 4:00PM - 6:00 PM. NO WORK MAY BE CONDUCTED WITHIN 1' OF US 176 DURING THIS TIME



CONCRETE PAVEMENT SECTION - (WITHIN SCODT R/W)
NO SCALE

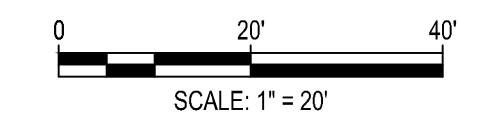
- CONSTRUCTION NOTES:
1. CONTRACTOR SHALL BE RESPONSIBLE FOR UTILIZING ALL APPLICABLE AND CURRENT SCODT STANDARD DRAWINGS, INCLUDING, BUT NOT LIMITED TO THE DRAWINGS INCLUDED WITHIN THESE PLANS AND THE APPROVED PERMIT PACKAGE.
 2. CONTRACTOR TO CLEAR EXISTING CULVERT PIPES, CATCH BASINS, AND DITCHES ALONG FRONTAGE AND DOWNSTREAM AS NECESSARY TO ACHIEVE POSITIVE DRAINAGE.
 3. ALL SIGNS INSTALLED WITHIN OR ADJACENT TO SCODT RIGHT OF WAY, SHALL BE INSTALLED ON BREAKAWAY POSTS.
 4. REFER TO SCODT STANDARD DRAWINGS 610-005-00 AND 610-205-00 FOR TRAFFIC CONTROL, DURING CONSTRUCTION.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE REQUIRED SIGHT DISTANCE IS ACHIEVED.
 6. CONTRACTOR SHALL VERIFY SIDEWALKS RETAINED WITHIN THE SCOPE OF THE PROJECT TO ENSURE IT MEETS ADA REQUIREMENTS. SIDEWALKS THAT DO NOT MEET REQUIREMENTS WILL NEED TO BE RECONSTRUCTED.

- NOTES:
1. ALL MARKINGS WITHIN THE SCODT RIGHT OF WAY SHALL BE APPROVED PERMANENT PAVEMENT MARKINGS PER SECTIONS 625, 626, OR 627 WITHIN THE SCODT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 2. ALL SHOULDERS ARE TO BE TIED-INTO THE NEW PAVEMENT SURFACE AND SEEDED IN ACCORDANCE WITH SCODT STANDARD SPECIFICATIONS.
 3. THE CONTRACTOR SHALL PERFORM WORK WITHIN THE ROAD RIGHT-OF-WAY IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF THE ENCROACHMENT PERMITS AND OTHER LEGAL DOCUMENTS AS THOUGH THE DOCUMENTS WERE ISSUED IN THE CONTRACTORS NAME.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RIGHT-OF-WAY WITHIN THE WORK LIMITS OF CONSTRUCTION FOR THE LIFE OF THE PROJECT.



Lucius Road Driveway PROFILE
SCALES: 1" = 20' HORIZONTAL, 1" = 10' VERTICAL

LUCIUS ROAD WORK SHALL BEGIN AT
STATION 0+50 AND END AT STATION 13+45.75



- GENERAL NOTES:
1. CONTRACTOR TO REMOVE AND REPLACE DAMAGED SIDEWALK OR CURB & GUTTER ALONG PROPERTY FRONTAGE AS NECESSARY AND/OR AS SPECIFIED BY DISTRICT PERMIT STAFF.
 2. SIDEWALK CURB & GUTTER TO BE REMOVED AND REPLACED FROM JOINT TO JOINT.
 3. ANY SIDEWALK WITHIN THE ROW SHALL NOT EXCEED 2% CROSS SLOPE PER ADA AND PROWAG GUIDELINES. ALL RAMPS SHALL NOT EXCEED 8.33% FOR EVERY SCENARIO EXCEPT WHERE ALLOWED BY PROWAG.
 4. IN PRESENCE OF SIDEWALK OR OTHER ADA PATHWAY, ACCESS(S) TO PROVIDE A MINIMUM OF 3' PEDESTRIAN PATH OF NO GREATER CROSS SLOPE THAN 2% ACROSS THROAT OF DRIVEWAY.
 5. CONTRACTOR TO SAWCUT EXISTING ASPHALT FOR SMOOTH JOINT NOT ALIGNED WITH WHEEL PATH.
 6. ALL UTILITY WORK IN THE DOT RIGHT-OF-WAY SHALL BE PERMITTED SEPARATELY FROM THE DRIVEWAY ENCROACHMENT PERMITS.
 7. ALL PROPOSED OR RELOCATED SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH SECTION 650-000 AND INSTALLED ON SCODT APPROVED BREAKAWAY SIGN SUPPORTS AS DETAILED IN SECTION 654-000 IN THE SCODT STANDARD DRAWINGS
 8. ALL NEW CONSTRUCTION SHALL MATCH GRADE AT THE EXISTING CURB & GUTTER, SIDEWALK AND/OR EDGE OF PAVEMENT. THE NEW WORK SHALL MAINTAIN THE EXISTING GRADES AND EXISTING SLOPES.

J:\Jobs\001\13845-01\Production\Civil\Drawings\13845-01-ROAD.dwg, 6/23/2022 2:13:51 PM, jonathan.atkins, p
THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF DAVIS & FLOYD, INC. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-077 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement Sec. 2-210 Purchase and sale of real property, exceptions for certain utilities project and site acquisitions

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2022-077 amend Sec 2-201 Purchase and sale of real property (PDF)

ORDINANCE NO.: 2022-077

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement Sec. 2-210 Purchase and sale of real property, exceptions for certain utilities project and site acquisitions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2022, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement Sec. 2-210 Purchase and sale of real property, exceptions for certain utilities project and site acquisitions, is amended to read as follows:

Sec. 2-210. Purchase and sale of real property, exceptions for certain utilities project and site acquisitions.

(a) When the City desires to purchase real property for public use, the following procedures shall be followed:

- (1) The property shall be appraised by a licensed South Carolina Certified General real estate appraiser.
- (2) The City Manager or a designee may commence contract negotiations to purchase real property.
- (3) Contract negotiations may be discussed with City Council in executive session as provided for by the South Carolina Freedom of Information Act.
- (4) City Council shall make the final determination to contract for the purchase of the real property.

(b) When the City desires to sell surplus real property, the following procedures shall be followed:

- (1) The property shall be appraised by a licensed South Carolina Certified General real estate appraiser.
- (2) ~~Contiguous real property owners shall be informed of the City's intent to sell the property and shall be afforded the opportunity to negotiate a contract to purchase the real property~~ The property shall be deemed surplus by the City Manager, who has discretion to determine the method of disposal to be used, which may include but not be limited to, a sealed bid process, listing the property with a private broker, listing the property for auction with a private auctioneer, or any other method determined by the City Manager to be commercially reasonable considering the type and location of property involved.
- (3) ~~If more than one of the contiguous property owners desires to purchase the real property, the City Manager or a designee may commence contract negotiations for the sale of the property to the contiguous property owner making the highest offer above the appraised value.~~
- (4) ~~If none of the contiguous property owners desire to purchase the real property or a contract with a contiguous property owned is not successfully negotiated, the City will~~

Last revised: 8/2/2022
22013691

LEGAL DEPARTMENT DRAFT

solicit offers to purchase by issuing a request for proposals.

(5) — Based upon the responses to the request for proposals, the City Manager or a designee may commence contract negotiations with the successful proposers commencing with the proposal ranked first.

(6) Contract negotiations may be discussed with City Council as provided for by the South Carolina Freedom of Information Act.

(7) City Council shall make the final determination to contract for the sale of the real property.

(c) The procedures for the purchase of real property shall not apply to the acquisition of real property to be used by the City for pump stations, lift stations, pressure reducing valve sites, public streets, water lines, sanitary sewer lines, storm drainage lines, monitoring sites, mitigation sites, stormwater projects and utility easements.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-078 - Approval for Conveyance of 0.33 acre portion of City property located at 1796 Shady Lane and identified as Richland County TMS#16606-03-09; CF#250-528

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** Memo Supporting Sale of 1796 Shady Lane (PDF)
- **#b:** 2022-078 - Conveyance of 0.33 ac_1796 Shady Ln (PDF)

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

INTER-OFFICE MEMORANDUM

To: Clint Shealy, P.E., ACM for Columbia Water

From: Dana R. Higgins, P.E., Director of Engineering

Re: 1796 Shady Lane

Date: August 9, 2022

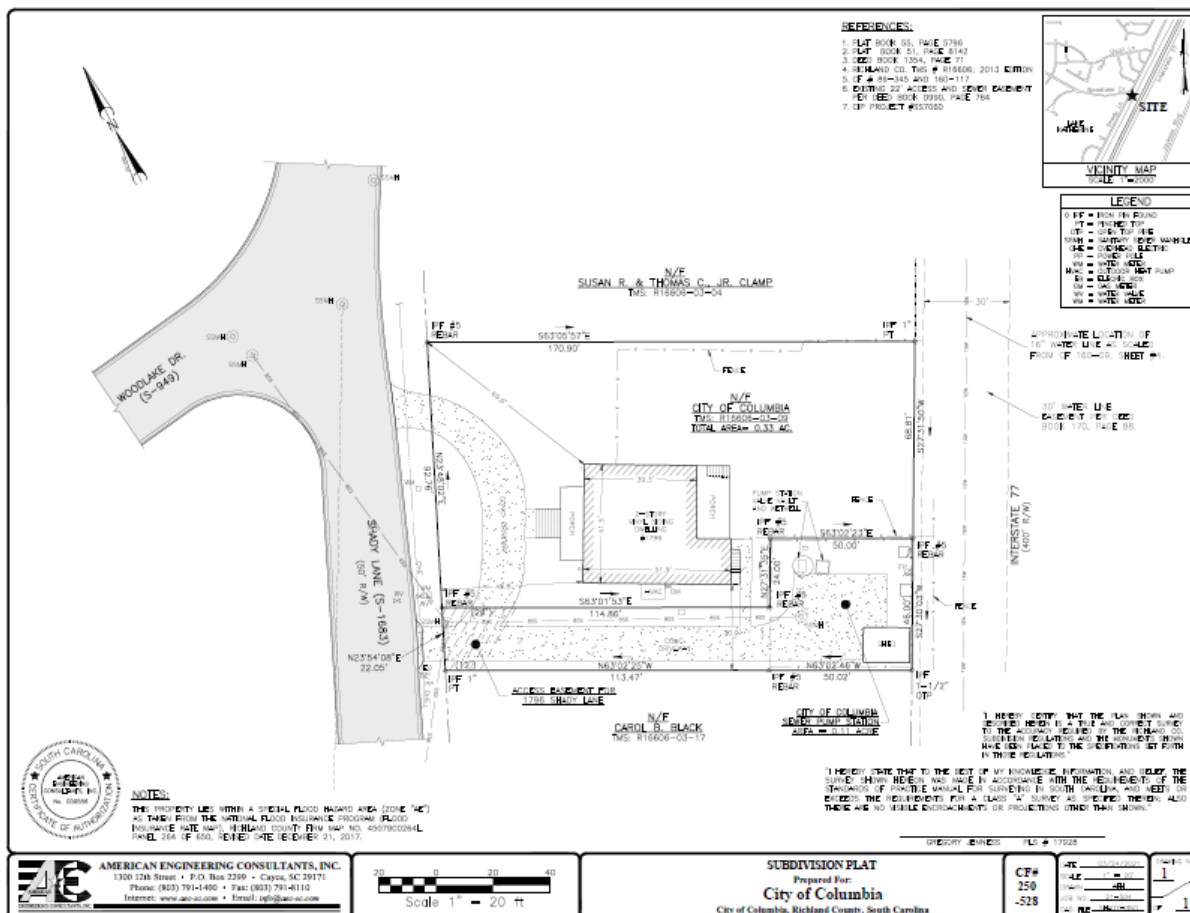
The City currently owns the site at 1796 Shady Lane, which includes a residential dwelling and a wastewater collection pump station. The subject site is encumbered by a flag-shaped City sanitary sewer easement along the entire southern boundary of the property wherein the City operates and maintains a wastewater pump station (see image below).

The City was the original owner of the property and entered into an Agreement with the first owner of the residential portion of the property on 7/8/1988, recorded on 7/18/1990 in Deed Bk. D990 at Page 764 with terms and conditions regarding the pump station site, including a stipulation that no equipment would be installed higher than three (3') feet above grade. The pump station was originally constructed around 1990 and was upgraded with vertical improvements installed on a platform with the completion of the improvements in June, 2017, to meet standards imposed on the City as stipulated in the 2014 Consent Decree. The City contends that the improvements made in 2017 did violate this condition of the Agreement.

After the upgrade, the property owner contacted the City contending that the property's value had been adversely affected due to the vertical improvements made to the City's pump station, including installation of a new generator and electrical panel on a platform. The platform was necessary because this portion of the property is in the flood plain.

The City entered into mediation with the property owner and subsequently agreed to purchase the entire property to include both the house and the pump station for \$360,000.00. The City of Columbia has now subdivided the property into two parcels. The pump station and associated access will continue to be maintained on a parcel wholly owned by the City. The second parcel includes the house and was offered for public sale in July of 2022.

The City Real Estate Division received six offers for purchase of the parcel with the home through July 22, 2022. Negotiations followed with the highest bidder. The final sale price recommended is \$380,000.00. To date, the City has spent a total of \$371,755.21.



ORDINANCE NO.: 2022-078

Approval for Conveyance of 0.33 acre Portion of City Property Located at 1796 Shady Lane and Identified as Richland County TMS#16606-03-09; CF#250-528

WHEREAS, the referenced 0.33 acre portion of the subject property is a residential house and lot acquired by the City of Columbia in a legal settlement; and

WHEREAS, the plat of the property has been revised to subdivide it into two sites; the residential site contains 0.33 acre and the existing sanitary sewer pump station site contains 0.11 acre; and

WHEREAS, it was determined that the residential portion of the site be disposed of and returned to the tax rolls for the overall benefit of the City; and

WHEREAS, public notices of the City's disposition of the subject property were transmitted to 92 neighboring property owners and 14 real estate investors; and

WHEREAS, bids were accepted for offers on the subject property through July 22, 2022 with a range of the lowest of \$151,011.01 to the highest of \$370,000.00. The highest bid was accepted and negotiated to a final offer of \$380,000.00; and

WHEREAS, the City paid \$360,000.00 for this property and has expended approximately \$372,000.00 to date for acquisition, repairs and utilities. The net gain after expenses for this transaction will be approximately \$8,000.00; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, for and in consideration of the sum of Three Hundred Eighty Thousand and No/100s (\$380,000.00) Dollars, the City Manager is hereby authorized to sign all documents necessary and execute a deed on behalf of the City of Columbia to **GREATER COLUMBIA REAL ESTATE, LLC** for the conveyance of 0.33 acre portion of the subject property known as 1796 Shady Lane.

The referenced site is identified as 0.33 acre as shown on a plat prepared for the City of Columbia by American Engineering, dated March 24, 2021 and being on file in the office of the Department of Engineering under file reference #250-528. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Clint Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-063 - Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-063 - 2022-2024 CRC Consolidation Agreement (PDF)
- **#b:** 911 Communications Center Agreement Ext (PDF)
- **#c:** Resolution_2010_051_911_Communication_Agreement (PDF)

RESOLUTION NO.: R-2022-006

Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is hereby authorized to execute the attached 911 Communications Center Consolidation Agreement Extension, or on a form to be approved by the City Attorney, between the City of Columbia and Richland County for the continued operation of the 911 Communications Center through June 30, 2024.

Requested by:

City Manager _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney _____

Introduced:

Final Reading:

Mayor _____

ATTEST:

City Clerk _____

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

911 COMMUNICATIONS CENTER
 CONSOLIDATION AGREEMENT EXTENSION

WHEREAS, the City of Columbia ("City") and Richland County ("County") entered into the 911 Communications Center Consolidation Agreement ("911 Agreement"), dated July 1, 2010; and

WHEREAS, the City and County thereafter extended said 911 Agreement until this last term expiring on June 30, 2022; and,

WHEREAS, the City and County desire to extend the 911 Agreement for an additional two (2) year term commencing July 1, 2022, and ending on June 30, 2024, with the County paying \$3,100,000 for each budget year FY23 and FY24.

NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and County agree as follows:

1. Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional two (2) year period from July 1, 2022 to June 30, 2024, during which time Richland County will use its best efforts to establish a County-operated 911 Communication Center, of which the City of Columbia may have an option to participate in the usage.
2. Richland County may terminate the contract with 120 days' notice to the City of Columbia.

Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Consolidation

Agreement Extension this _____ day of _____, 2022.

WITNESS

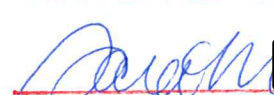
RICHLAND COUNTY, SOUTH CAROLINA

BY: _____
 ITS: _____

CITY OF COLUMBIA, SOUTH CAROLINA

BY: _____
 ITS: _____

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

RESOLUTION NO.: R-2010-051

Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement between the City of Columbia and Richland County

WHEREAS, the City of Columbia ("City") and Richland County ("County") entered in to a 911 Communications Consolidation Agreement in 1999 which consolidated the emergency dispatch services for the Columbia Police Department, Richland County Sheriffs' Department, Columbia Fire Department and Richland County Emergency Services Department; and,

WHEREAS, the City and County desire to continue the operation of the Columbia-Richland Communication Center for a period of five (5) years; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 16th day of June, 2010, that the City Manager is hereby authorized to execute the attached 911 Communications Center Consolidation Agreement between the City of Columbia and Richland County.

Requested by:

Mike King, ACM Public Safety



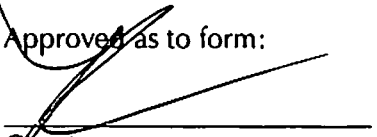
Mayor

Approved by:



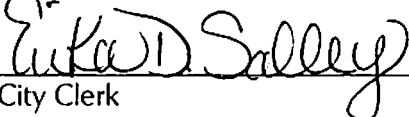
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 6/16/2010

Final Reading: 6/16/2010

ORIGIN
STAMPED IN RED

4. BUILDING: CRC 911 will continue to be located at 1800 Laurel Street. The City will be responsible for providing CRC 911 operational and maintenance needs.
 - a. Due to the rapid growth of the City of Columbia and Richland County, maintaining a state-of-the art emergency communications center is necessary to ensure efficient and professional services to citizens and user agencies.
 - b. Both parties agree to initiate a joint (City/County) Feasibility Study, facilitated by the CRC 911 Director, within twenty-four (24) months from the effective date of this Agreement.
 1. Feasibility Study: The focus of the Feasibility Study will be the identification of viable options of either expanding current space availability, or procuring a new facility in order to acquire dedicated training facilities, technology areas, conference areas, personnel maintenance facilities, supervisory areas, and storage (records) areas.
 2. The study and associated recommendations will be presented to the Oversight Committee for consideration and approval.
 3. All approved recommendations will be included in the next fiscal year's budget proposal to the controlling authorities.
5. MAINTENANCE: Maintenance of the 911 system equipment and console equipment will be funded by available 911 subscriber fee revenues.
 - a. All other radio equipment will be maintained by the respective agencies. Maintenance expenses for the Computer-Aided Dispatch (CAD) system will be included in the annual CRC 911 budget and shall be borne equally by the parties.
 - b. Both parties agree to continue to equally share the operational cost of CRC 911; to include, but not limited to, other operational, maintenance, and/or administrative costs, including personnel/staffing costs, subject to the appropriation of funds for such purpose by the respective governing bodies.
6. PERSONNEL: During the course of this Agreement all current and future CRC 911 personnel will continue to be considered employees of the City of Columbia.
7. ACQUISITION OF DISPATCH EQUIPMENT: Through the use of available 911 subscribers' fees, the County shall continue to provide sufficient 911 dispatch equipment required to properly operate CRC 911. The County, through the use of available 911 subscribers' fees, shall provide such additional equipment as is necessary from time to time to provide adequate and efficient 911 services.
8. AUDIT: All County funds, including 911 tariff funds used to support the operations of CRC 911, will be subject to audit by the County.
9. DURATION: The term of this Agreement shall be for a period of five (5) years commencing upon the date of acceptance.
10. TERMINATION: Either party may terminate this Agreement upon twelve (12) months' written notice to the other party of its intent to do so. However, termination of this Agreement shall not result in disruptions of 911 services to either party.
11. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement constitutes the entire agreement between the parties, and there are no other agreements, covenants, promises, terms or understanding concerning the subject hereof, other than those herein set forth. No subsequent alteration, modification, amendment, change, deletion, or addition to this Agreement shall be binding upon either party unless reduced to writing and duly executed by each party's authorized representative.

WITNESS:

Lynne Keating
Chas Brown

RICHLAND COUNTY

BY: 

ITS: Milton Pope
 County Administrator

WITNESS:

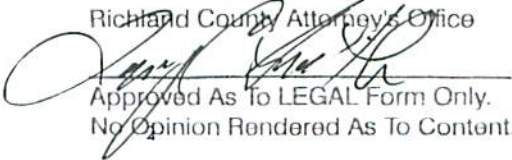
Carri Ann
Erika D. Salley

CITY OF COLUMBIA

BY: 

ITS: Steve A. Gantt
 City Manager

Richland County Attorney's Office


 Approved As To LEGAL Form Only.
 No Opinion Rendered As To Content.



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-064 - Authorizing the City Attorney's Office to file a petition in the Richland County Court of Common Pleas to close Devine Street at the railroad tracks between Pulaski and Gadsden Streets pursuant to §57-9-10 (Greene Street Phase 2 Road Closure); CF #353-16A and as required by Norfolk Southern

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-064 commence action to close Devine St RR (PDF)

RESOLUTION NO.: R-2022-064

Authorizing the City Attorney's Office to file a petition in the Richland County Court of Common Pleas to close Devine Street at the railroad tracks between Pulaski and Gadsden Streets pursuant to §57-9-10; (Greene Street Phase 2 Road Closure); CF #353-16A

WHEREAS, City Council deems it advisable and in the best interest of the public to close Devine Street at the railroad tracks between Pulaski and Gadsden Streets; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of August, 2022 that the City Attorney is authorized to file a petition pursuant to §57-9-10, with or without a jury, in the Richland County Court of Common Pleas for the permanent closing of Devine Street at the railroad tracks between Pulaski and Gadsden Streets. Upon the commencement of the civil action, the City Attorney is further authorized to request or consent to a referral of this matter to the Richland County Master-in-Equity. Notice of intention to file shall be published as set forth in § 57-9-10 and notice shall also be sent by mail requiring a return receipt to the following adjoining property owners whose properties may be affected by the closing:

Property Owner	Address	Tax Map No.
Norfolk Southern Corp.	c/o Real Estate Dept. 110 Franklin Rd. Roanoke, VA 24042	08915-12-02
617 Devine Street Associates, LLC	c/o PMC Property Group, Inc. 1608 Walnut St., Ste. 1400 Philadelphia, PA 19103	08915-13-03
612 Devine Street Associates, LLC	c/o PMC Property Group, Inc. 1608 Walnut St., Ste. 1400 Philadelphia, PA 19103	08914-02-01
CSX Transportation	c/o Real Estate Dept. 500 Water Street Jacksonville, FL 32202	08915-13-02
University of South Carolina	109 Osborne Admin. Bldg., Columbia, SC 29208	08914-03-01
University of South Carolina	109 Osborne Admin. Bldg. Columbia, SC 29208	08915-12-01

BE IT FURTHER RESOLVED that the closing of this portion of Devine Street at the railroad tracks between Pulaski and Gadsden Streets will not affect any easements of record, whether easements are held by the City of Columbia or by public utilities. The City of Columbia reserves its right, as well as the rights of other utility providers, to access for maintenance and repair of any utilities located within Devine Street at the railroad tracks between Pulaski and Gadsden Streets.

BE IT FURTHER RESOLVED that the closing of this portion of Devine Street at the railroad tracks between Pulaski and Gadsden Streets will not affect access, ingress and egress to the adjacent properties to the street right-of-way to be closed.

The portion of the road to be closed being shown on drawings associated with the Greene Street Pedestrian Bridge for the Greene Street, Phase 2 Road Closure / Railroad Crossing Closure attached hereto and in the City of Columbia Department of Engineering under file 353-16A as shown on the attached Exhibit "A" incorporated herein and made part hereof.

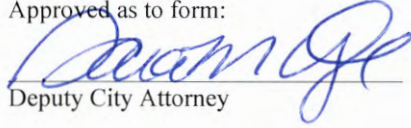
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

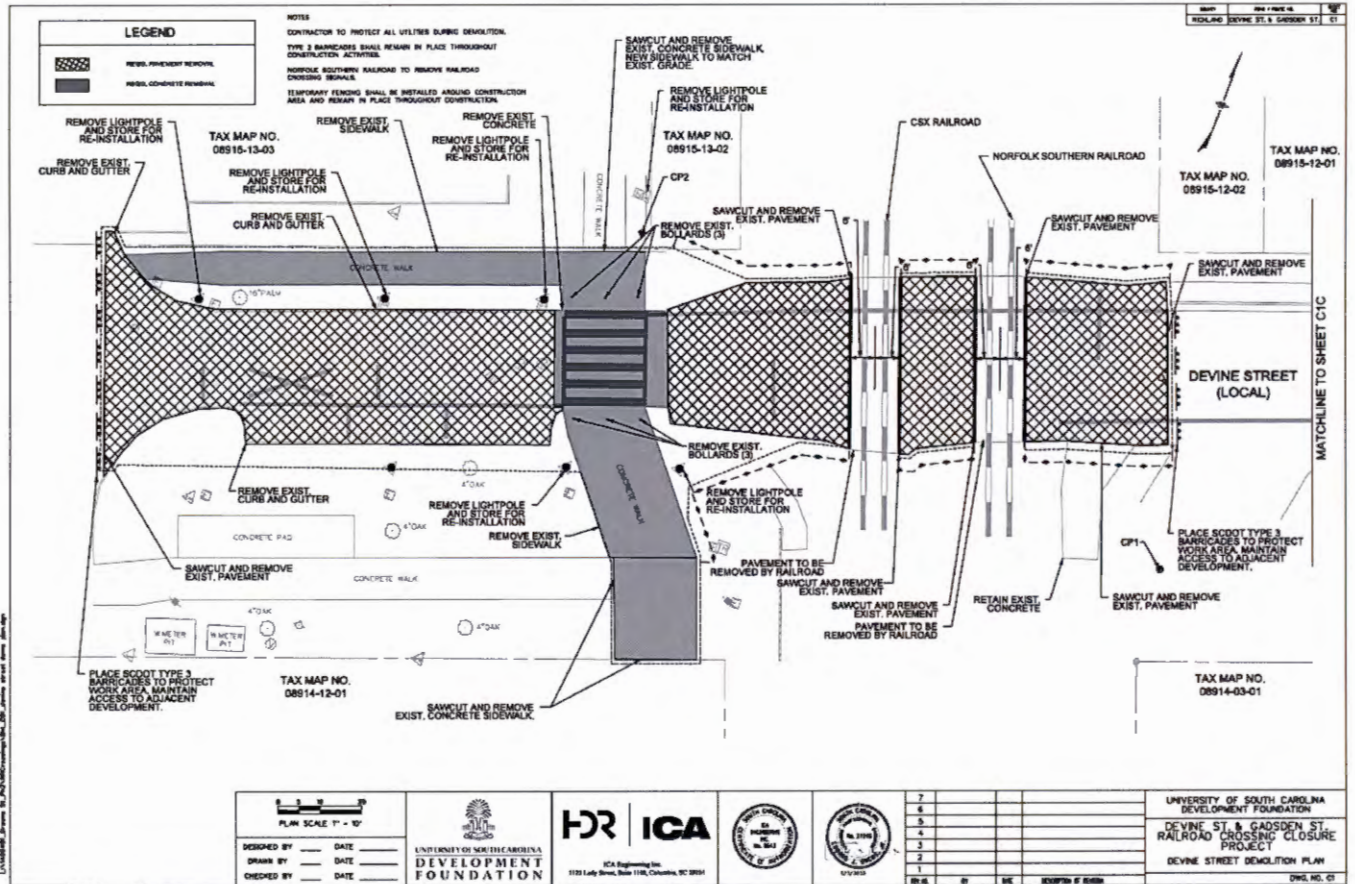
Mayor

ATTEST:

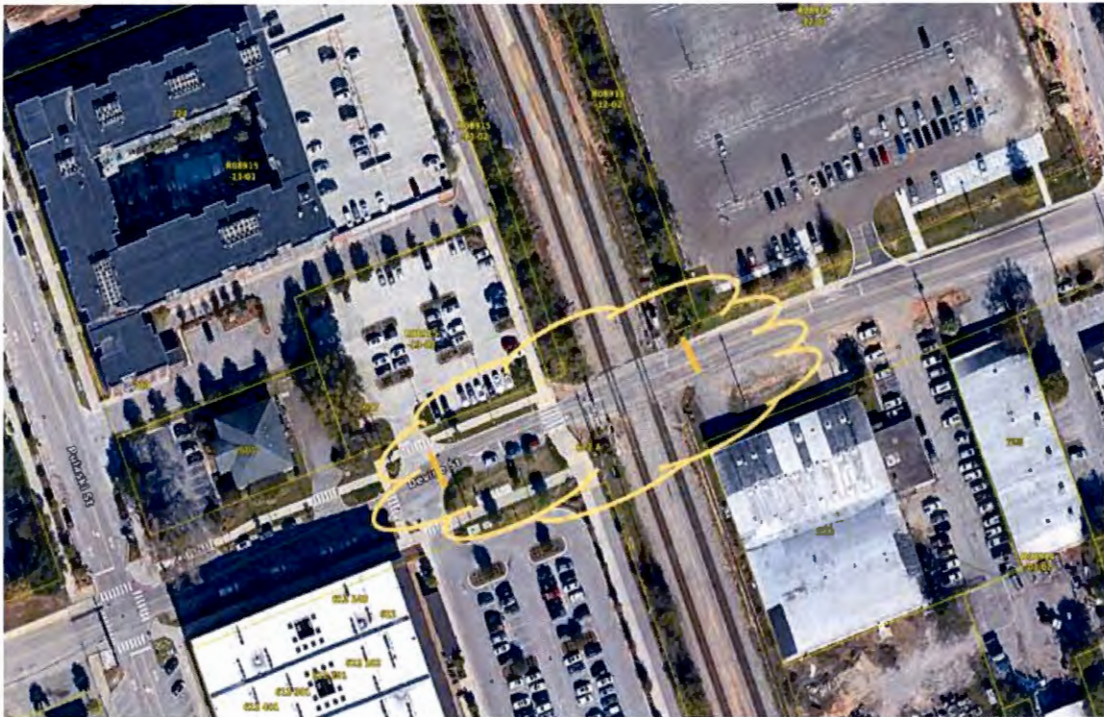
City Clerk

LEGAL DEPARTMENT DRAFT

Exhibit "A"



Devine Street Closing





We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-066 - Authorizing the City Attorney's Office to file a petition in the Richland County Court of Common Pleas to close Gadsden Street at the railroad tracks between Wheat and Rice Streets pursuant to §57-9-10 (Greene Street Phase 2 Road Closure); CF #353-16A and as required by Norfolk Southern

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-066 - commence action to close Gadsden St RR (PDF)

RESOLUTION NO.: R-2022-066

Authorizing the City Attorney's Office to file a petition in the Richland County Court of Common Pleas to close Gadsden Street at the railroad tracks between Wheat and Rice Streets pursuant to §57-9-10 (Greene Street Phase 2 Road Closure); CF #353-16A

WHEREAS, City Council deems it advisable and in the best interest of the public to close Gadsden Street at the railroad tracks between Wheat and Rice Streets; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of August, 2022 that the City Attorney is authorized to file a petition pursuant to §57-9-10, with or without a jury, in the Richland County Court of Common Pleas for the permanent closing of Gadsden Street at the railroad tracks between Wheat and Rice Streets. Upon the commencement of the civil action, the City Attorney is further authorized to request or consent to a referral of this matter to the Richland County Master-in-Equity. Notice of intention to file shall be published as set forth in § 57-9-10 and notice shall also be sent by mail requiring a return receipt to the following adjoining property owners whose properties may be affected by the closing:

Property Owner	Address	Tax Map No.
University of South Carolina	109 Osborne Adm. Bldg., Columbia, SC 29208	08914-09-03
Norfolk Southern Corp.	Real Estate Department, 110 Franklin Road, Roanoke, VA 24042	08914-10-01
University of South Carolina	109 Osborne Adm. Bldg., Columbia, SC 29208	08914-10-03
University of South Carolina	109 Osborne Adm. Bldg., Columbia, SC 29208	08914-10-04

BE IT FURTHER RESOLVED that the closing of Gadsden Street at the railroad tracks between Wheat and Rice Streets will not affect any easements of record, whether easements are held by the City of Columbia or by public utilities. The City of Columbia reserves its right, as well as the rights of other utility providers, to access for maintenance and repair of any utilities located within Gadsden Street at the railroad tracks between Wheat and Rice Streets.

BE IT FURTHER RESOLVED that the closing of this portion of Gadsden Street at the railroad tracks between Wheat and Rice Streets will not affect access, ingress and egress to the adjacent properties to the street right-of-way to be closed.

The road to be closed being shown on drawings attached hereto and in the City of Columbia Department of Engineering under file 353-16A.

Requested by:

Assistant City Manager Shealy _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Exhibit "A"

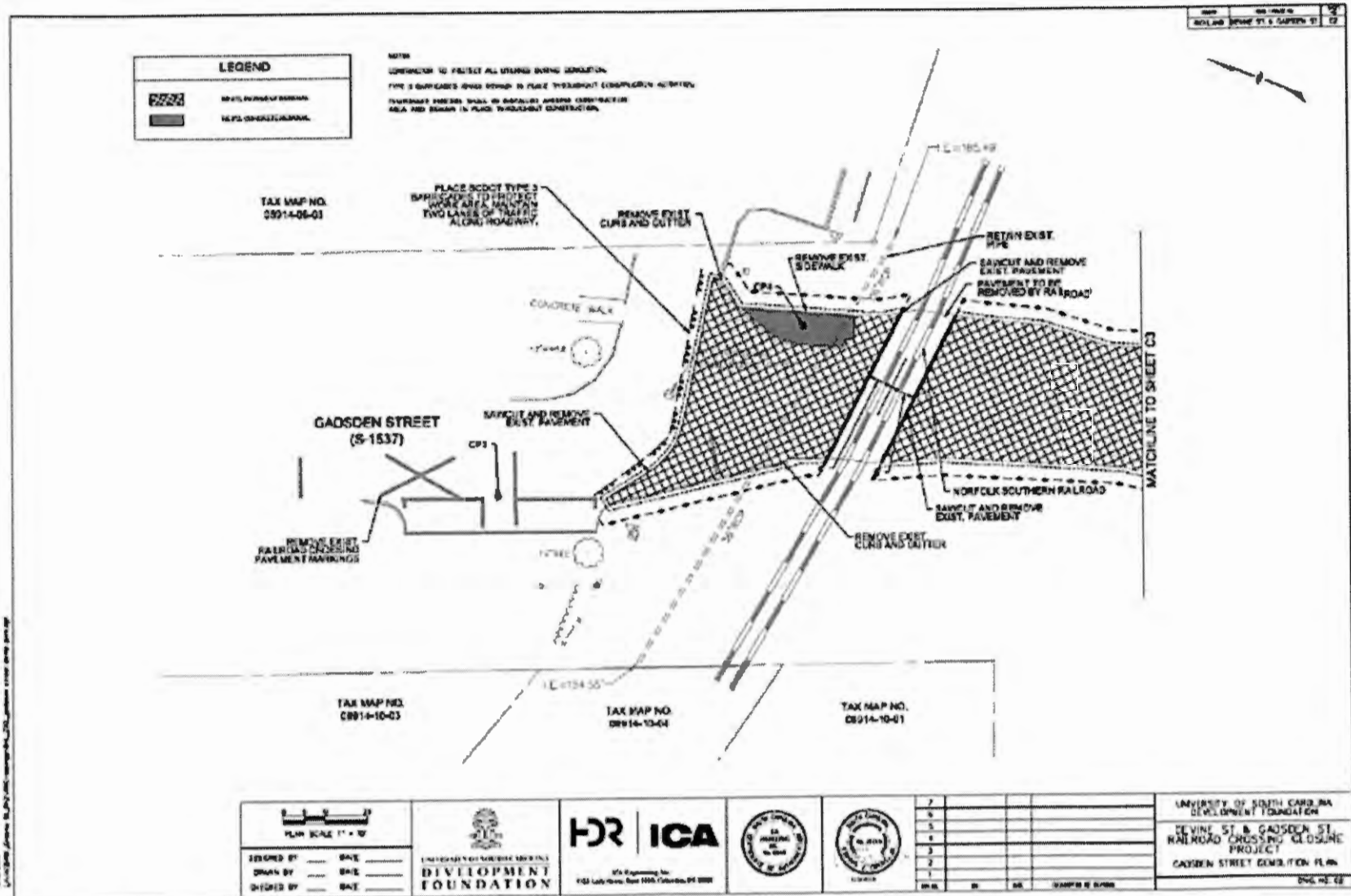


Exhibit "A"



Exhibit "A"

Gadsden Street Closing





We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-041 - Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1100 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 9, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-041 Tunnel to Towers 5Kwalk run fundraiser (Sept 9) (PDF)
- **#b:** Resolution Request Form (PDF)

RESOLUTION NO.: R-2022-041

Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1100 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 9, 2022

WHEREAS, the 9/11 Remembrance Foundation of SC ("Sponsor") is sponsoring the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders, on Friday, September 9, 2022 from 7:00 p.m. until 10:00 p.m. in the 1100 block of Lincoln Street between Senate Street and Pendleton Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 900, 1000 and 1100 blocks of Lincoln Street between Senate Street and Lincoln Street on Friday, September 9, 2022 from 5:00 p.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held in the 1100 block of Lincoln Street between Senate Street and Pendleton Street between 7:00 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 7:00 p.m. and 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1100 block of Lincoln Street between Senate Street and Pendleton Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Friday, September 9, 2022, from 7:00 p.m. until 10:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1100 block of Lincoln Street between Senate Street and Pendleton Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer

LEGAL DEPARTMENT DRAFT

shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 5:00 p.m. until 11:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Friday, September 9, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris

within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1000 block of Lincoln Street between Senate Street and Pendleton Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Lincoln Street between Senate Street and Pendleton Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

LEGAL DEPARTMENT DRAFT

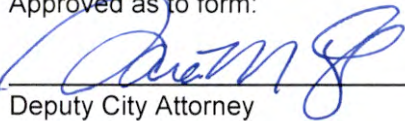
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST 05/19/2022

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Mike Sonefeld
msonefeld@lrmofire.org
803-5138148

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Tunnel To Towers 5K Fundraiser
Hosted by the 9/11 Remembrance Foundation of SC

DATE(S) OF EVENTS: (monthly can be on one request)

September 9th 2022

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Rain or shine

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1101 Lincoln Street in front of CMCC between Senate St. and Pendleton St.

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

900blk to the 1100 blk of Lincoln St. between Senate St. and Pendleton St.

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

5:00 pm to 11:00 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

7:00 pm to 10:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

7:00 pm to 10:00 pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 12/2019



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-062 - Authorizing consumption of beer and wine only at the Rosewood Art and Music Festival at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd., to S. Holly and Gardenia Street, on Saturday, October 15, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-062- Rosewood Art and Music Festival (Oct 15) (PDF)
- **#b:** Resolution Request (PDF)

RESOLUTION NO.: R-2022-062

Authorizing consumption of beer and wine only at the Rosewood Art and Music Festival on Saturday, October 15, 2022 at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd., to S. Holly and Gardenia Street.

WHEREAS, Greater Rosewood Merchants Association ("Sponsor") is sponsoring the Rosewood Art and Music Festival on Saturday, October 15, 2022 at Rosewood Park, 901 S. Holly Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 8:00 a.m. until 7:00 p.m. of Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd. to S. Holly and Gardenia Street, for set up, clean up, and staging of the event to be held on Saturday, October 15, 2022 from 11:00 a.m. until 6:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 11:00 a.m. until 5:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd. to S. Holly and Gardenia Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, October 15, 2022, from 11:00 a.m. until 6:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd. to S. Holly and Gardenia Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event

LEGAL DEPARTMENT DRAFT

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	7/19/22	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	David Britt solidentertainmentgroup@gmail.com 803-960-3552
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	2000		
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Rosewood Art and Music Festival		
DATE(S) OF EVENTS: (multiple day can be on one request)	Saturday, October 15th 2022		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	Rain or Shine event		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Rosewood Park, 901 S Holly St, Columbia, SC 29205 Corner of S. Holly and Airport Blvd to S Holly and Gardenia Street		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Corner of S. Holly and Airport Blvd to S Holly and Gardenia Street		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	8am - 7pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11am - 6pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	11am - 6pm		

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

"Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - 803-737-4242; fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 9/1/2021



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-067 - Authorizing consumption of beer and wine only at the Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, September 29, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-067 - Contemporaries Present Beer and Brats on Boyd (Sep 29) (PDF)
- **#b:** Resolution + Special Duty Request 9.29.22_Redacted (PDF)

RESOLUTION NO.: R-2022-067

Authorizing consumption of beer and wine only at the Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, September 29, 2022

WHEREAS, the Columbia Museum of Art ("CMA") ("Sponsor") is hosting the Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, September 29, 2022 at Boyd Plaza; and,

WHEREAS, CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for the Contemporaries Present Beer and Brats on Boyd Plaza from 5:30 p.m. until 8:30 p.m. for set up, clean up, and staging of the event to be held on Thursday, September 29, 2022 from 5:30 a.m. until 8:30 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 5:30 p.m. until 8:00 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Boyd Plaza, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Thursday, September 29, 2022, from 5:30 p.m. until 8:30 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Boyd Plaza, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

LEGAL DEPARTMENT DRAFT

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 5:30 p.m. until 8:30 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:30 p.m. and 8:00 p.m. on Thursday, September 29, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

LEGAL DEPARTMENT DRAFT

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

7/11/2022

27.b

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Caitlin Sperka
csperka@columbiamuseum.org
(803) 343-2208

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

The Contemporaries Present Beer and Brats on Boyd Plaza

DATE(S) OF EVENTS: (multiple day can be on one request)

9/29/2022

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Boyd Plaza

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

5:30 - 8:30 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:30 - 8:30 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event

(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:30 - 8:00 pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021

Packet Pg. 371



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Contemporaries of the Columbia Museum of Art, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Columbia Museum of Art - Boyd Plaza
(Location for Assignment)

for the time period of 9/29/2022 5:00 PM - 9:00 PM
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-070 - Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 17, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-070 - Vista Lights (Nov 17) (PDF)
- **#b:** Event Request-Resolution to Allow Beer & Wine Vista Lights 2022 (PDF)

RESOLUTION NO.: R-2022-070

Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 17, 2022

WHEREAS, the Congaree Vista Guild ("Vista" or "Organizer") is hosting Vista Lights Annual Holiday Festival on Thursday, November 17, 2022 from 5:30 p.m. until 10:00 p.m.; and,

WHEREAS, the Vista has requested permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 4:00 p.m. until 10:00 p.m., and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street from 6:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:30 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages only on Thursday, November 17, 2022 from 5:30 p.m. until 9:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street on Thursday, November 17, 2022 from 5:30 p.m. until 10:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

10. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 4:00 p.m. and 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:30 p.m. and 9:30 p.m. on Thursday, November 18, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event date of November 17, 2022 and time of 5:30 p.m. to 10:00 p.m., the closed portion of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or

LEGAL DEPARTMENT DRAFT

consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

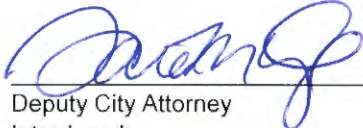
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

Introduced:

Final Reading:

City Clerk

LEGAL DEPARTMENT DRAFT

**Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights
(R-2022-070)**

WHEREAS, Columbia City Council adopted Resolution R-2022-070 on _____, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Vista Lights to be held on Thursday, November 17, 2022 in the area commonly known as the Vista; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2022-070, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by R-2022-070 for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume beer and wine only within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2022-070; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and shall apply within the area designated as a public park and a violation thereof is unlawful:

1. Official festival tokens are required for the purchase of food and beverages within the designated park area.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume beer or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only beer and wine are permitted. No other alcoholic beverages of any kind are allowed, unless within an area permitted by an existing encroachment ordinance which permits the serving of beer, wine and other alcoholic beverages during its normal course of business.
8. All beer and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.
10. No concealable weapons allowed.
11. No firearms allowed.

Violation of these rules may result in criminal prosecution. The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: _____

Date: _____

Randy Davis
Parks and Recreation Director

I hereby approve the foregoing park rules this ____ day of _____, 2022.

City of Columbia

BY: _____

Teresa B. Wilson
City Manager

DATE OF REQUEST	July 6, 2022	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	28.b
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	8,000	Congaree Vista Guild Abby Anderson abby@vistacolumbia.com 803-269-5946	
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Vista Lights annual holiday festival		
DATE(S) OF EVENTS: (multiple day can be on one request)	Thursday, November 17, 2022		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	None		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Heart of The Vista Gervais Stret from Assembly to Gadsden Lincoln Street from Lady to Senate Park Street from Lady to Senate		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1100 & 1200 blocks of Lincoln Street (between Lady & Senate) 1100 & 1200 blocks of Pakr Street (between Lady & Senate) 800 through 1000 blocks of Gervais Street (between Gadsden & Assembly)		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	4:00PM-10:00PM		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	5:30PM-10:00PM		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	5:30PM-9:30PM		

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights., Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Administrative Policy Committee Report - The Honorable Edward H. McDowell, Jr.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Affordable Housing Task Force Report - The Honorable Tina N. Herbert

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Economic and Community Development Committee Report -
The Honorable Joe E. Taylor, Jr.

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: **Healthy Start Funding Request - The Honorable Daniel J. Rickenmann, Mayor**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Healthy Start Funding Request Memo (PDF)

HISTORY:

08/02/22

Columbia City Council

DEFERRED



CITY OF COLUMBIA
SOUTH CAROLINA
OFFICE OF THE MAYOR

MEMO

To: City Council
From: Daniel J. Rickenmann, Mayor
CC: Teresa Wilson, City Manager
Date: July 29, 2022
Subject: Healthy Start Funding Request

Requested Amount

\$80,000

Summary

The request from FoodShare South Carolina was originally for \$200,000 to help finish the Food Share new operations center. They have been able to secure some additional funding. The new center had raised the necessary funding for project pre COVID in the amount which was \$860,000.00 for the project. The project cost increases which included replacement of HVAC (which was not originally expected) amount around 194,731.82. Their request is \$80,000.00 towards the HVAC.

This center distribution is majority in our most challenging areas including zip codes:

29201
 29202
 29203
 29204
 29207
 29206
 29212
 29223
 29229

I would like City council to support this funding out of the balance Resilience Fund set forth during our peak COVID time.

Please see attached documents for further information.



FOODSHARE

SOUTH CAROLINA

FEEDING A NEED IN OUR COMMUNITY

A Proposal to Support the FoodShare South Carolina Distribution Hub and Training Center

Beverly Wilson
Executive Director
803-665-7800
Beverly.Wilson@uscmed.sc.edu

Omme-Salma Rahemtullah
Director of Policy and Advocacy
803-740-8164
rahemtuo@uscmed.sc.edu





Our Mission for South Carolina

FoodShare is at the forefront of improving food access, nutrition education, and health equity among underserved communities in South Carolina.

The program is a proven solution that brings fresh food closer to families, provides tangible ways to improve chronic health conditions, and levels the playing field so that families have opportunities to achieve good health.

FoodShare allows families to retain power, maintain their dignity, and access affordable, hassle-free, quality produce for only \$5.00 when purchased using EBT (formerly known as Food Stamps).



www.foodsharenc.org

What food insecurity looks like in Columbia, SC

- Households with children have a substantially higher rate of food insecurity, and the rate is higher in rural areas of the county
- In Richland County, 14.3% of residents receive SNAP benefits, a clear indicator of food insecurity
- Since 2016, 12 grocery stores have closed in and around Columbia, severely restricting access to fresh produce for food insecure people

Many organizations address food insecurity by providing canned or processed food. It has been widely established that **fresh fruits & vegetables**

are linked to positive health outcomes. This fact is critical as rates of diabetes, hypertension, obesity and cancers continue to rise.

FoodShare in Columbia

In 2021, FoodShare packed and distributed 29,952 Fresh Food Boxes. Over 72% of these were purchased by families who live in a City of Columbia Zip code. Over 60% were purchased using SNAP/EBT, thus we know we are reaching people most in need. Our heaviest loads were in the following Columbia zip codes: 29203, 29202, 29204, 29207, 29206, 29212, 29201, 29229 and 29223, spread out across the city.



www.foodshare.org

Current Challenges



FoodShare began renovating the former Circuit City building at 201 Columbia Mall Boulevard in April 2020, to be used as the packing and distribution hub for Columbia, and the community teaching kitchen and administrative offices for the state. Renovation funds in the amount of \$800,000 had been secured to complete the project.

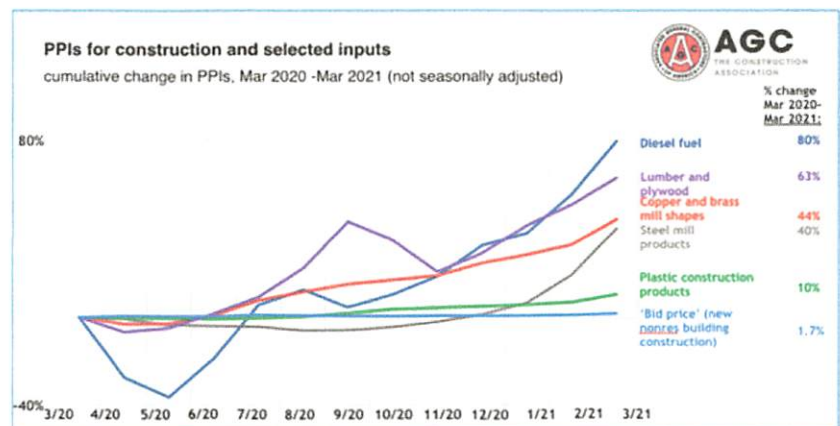
However, the Covid-19 pandemic has severely impacted the construction industry. The supply of construction materials has declined and thus the costs of these materials has skyrocketed. We switched our construction materials from steel to wood to save money, though the cost of lumber has also increased. The building's HVAC system was completely destroyed, so the renovation also includes the need for a new system.

The post Covid-19 renovation budget came out to \$1.2 million, leaving us with a need for an additional \$400,000. We have secured almost all that amount through the generous support of AgFirst, Leviat Foundation, Sisters of Charity, SCORH and the State of South Carolina. We are requesting your support for the remaining \$80,000.

Need

HVAC material remaining cost
\$ 80,000

With your support we will be able to complete our renovations and increase our reach in neighborhoods across Columbia. Your investment will make a meaningful and lasting difference for low-income children and families in our city.



Source: Associated General Contractors of America, May 2021

www.foodsharesc.org

E. F. Martin Mechanical Contractors, Inc.
4233 West Beltline Blvd.
Columbia, SC 29204
803-799-1717
803-799-1801

Invoice

32.a



Date	Number
2/3/2022	40276

Bill To Address
Beverly Wilson FoodShare, Executive Director 201 Columbia Mall Boulevard Columbia, SC 29223

Job Location
21-160 Foodshare 201 Columbia Mall Blvd Suite 109 Columbia, SC 29223

Job Details

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Service Agreement	Terms	Due Date	Technician	WO #
	COD	02/03/2022	Mr. James A. Coggins	

Item	Tasks
Sales - Commercial	PROGRESS BILLING # 2 FOR MATERIALS ON PO HVAC EQUIPMENT: PAST DUE

~ Quality Indoor Comfort Since 1976 ~			Total	\$80,000.00
			Balance Due	\$80,000.00

Phone #	Fax #	E-mail	Website
803-799-1717	803-799-1801	marys@efmartin.com	www.efmartin.com



We Are Columbia

MEETING DATE: August 16, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Homeless Services Contracts



We Are Columbia

MEETING DATE: August 16, 2022

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