



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 18, 2020

The Columbia City Council will conduct a Meeting on Tuesday, August 18, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public has the ability to listen to audio and participate in the meeting via telephone by calling **855-925-2801**. When prompted, enter the meeting code: **9973**. For additional meeting information visit www.columbiacitysc.iqm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3043 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

The Honorable Sam Davis, District I ■ The Honorable Tameika Isaac Devine, At-Large

The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II

The Honorable Daniel J. Rickenmann, District IV ■ The Honorable William Brennan, District III

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

EXECUTIVE SESSION

1. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - COVID-19
 - Curfew
 - House Parties - Public Nuisance Actions
 - Face Coverings / Mask Violations
 - Swimming Pools / Public Areas at Housing Complexes

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management
 - Curfew
 - House Parties - Public Nuisance Actions
 - Face Coverings / Mask Violations
 - Swimming Pools / Public Areas at Housing Complexes



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TUESDAY, AUGUST 18, 2020**

CONSENT AGENDA ITEMS 3 THROUGH 15

3. Council is asked to approve the purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2020/2021, as requested by the Columbia Fire Department. Award to Motorola, Inc., using the SC State Contract, in the amount of \$151,200.00. This vendor is located in Sumter, SC.

Funding Source: Fire Suppression - Maintenance & Service Contract (1012303-638200). The original budgeted amount is \$160,000.

4. Council is asked to approve Renewal of fiscal year 2020/2021 Cisco SMARTnet Services Contract, as requested by the Information Technology Services Department. Award to NWN Corporation, using the SC State Contract in the amount of \$77,864.51. This vendor is located in Waltham, MA.

Funding Source: Information Technology-Maintenance & Service Contracts (1011120-638200). The original budget amount is \$77,864.51.

5. Council is asked to approve Renewal of the Oracle Support Services Contract, as requested by the Information Technology Services Department. Award to Mythics Inc., using the Region 4 (Omnia)/National IPA Cooperative Contract in the amount of \$164,947.81. This vendor is located in Virginia Beach, VA.

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

6. Council is asked to approve the Purchase of Repair Parts, Tools, Equipment and Tires, as requested by Fleet Services. Award to the following vendors using the SC State Contract in a total amount not to exceed \$678,800.00.

Funding Source; Equipment Fuel Parts & Repair - Tires & Tubes (6308970-672500). The original budget amount is \$462,800.00. Equipment Services Fuel Parts & Repair - Repair Parts (6308970-672500). The original budget amount is \$216,000.00. The total original budget amount is \$678,800.00.

Vendor	Location	Not to Exceed Amount	Description
NAPA	Columbia, SC	\$216,000.00	NAPA Auto Parts
Piedmont Truck Tires	Greensboro, NC	\$108,000.00	Tires
Frasier Tire	Columbia, SC	\$290,000.00	Tires
Snider Tire	Columbia, SC	\$64,800.00	Tires



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7. Council is asked to approve a Contract for Project WM4295: 6-inch Water Main Upgrade along Wisteria Lane, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$73,344.00, which includes contingency. This firm is located in West Columbia, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM429501-658650). The original budget amount is \$99,156.00.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC is the Mentor and will be performing pipe installation at 79% (\$48,285.00) of the total contract value. LG Utility Contractors, Inc., a Minority Business Enterprise (W), of Lugoff, SC is the Protégé and will be providing equipment and personnel to complete the work at 21% (\$12,835.00) of the total contract value.

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

Fortiline of Columbia, SC will be providing materials valued at 26% (\$16,000.00), which is included in the Mentor's portion of the work.

8. Council is asked to approve the Waste Disposal and Landfill contract extension for the Solid Waste Division, as requested by Columbia Water. Award to Waste Management Pine Hill C&D Landfill, in the amount of \$440,000.00. This vendor is located in Elgin, SC.

Funding Source: Solid Waste Disposal - Solid Waste Tipping Fee (6208955 - 631900). The original budgeted amount is \$440,000.00.

9. Council is asked to approve a Contract for Project WM453501; Citywide Water Main Repairs for Water Maintenance, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed \$473,250.00 which includes contingency. This firm is a Minority Business Enterprise (W) located in Greenville, SC.

Funding Source: Engineering - Water Source Improvements (5516220-WM453501-638500). The original budget amount is \$549,377.40.

This is a Mentor Protégé Program project and a Local Business Enterprise Project. North American Pipeline Management, Inc., the mentor, will be performing water line repairs at 80% (\$315,500.00) of the total contract value. Southern Roots Landscape Management of Columbia, SC is the protégé and will be performing water line repairs at 20% (\$78,875.00) of the total contract value.



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10. Council is asked to approve the purchase of Badger AMI Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in an amount not to exceed \$609,163.20. This vendor is located in Milwaukee, WI.

Funding Source: Utilities Water Distribution & Maintenance- Meters, Parts, and Supplies; (5516203-625600). The original budgeted amount is \$800,000.00.

Description	Unit Price	Quantities	Amount
5/8"x 3/4" Model 25 Meters w/ Orion LTE-M Endpoints	\$138.50	3,000	\$415,500.00
1" Model 55 Meters w/ Orion LTE-M Endpoints	\$184.00	80	\$14,720.00
1 1/2" Model 120 Meters w/ Orion LTE-M Endpoints	\$346.00	120	\$41,520.00
2" Model 170 Meters w/ Orion LTE-M Endpoints	\$475.00	100	\$47,500.00
WA-180/4 E-Series	\$1,850.00	8	\$14,800.00
Orion LTE-M Endpoints	\$75.00	400	\$30,000.00
Subtotal			\$564,040.00
Taxes			\$45,123.20
Total including taxes			\$609,163.20

11. Council is asked to approve an Agreement for Project WM3912; Shandon Area Water Improvements, as requested by Columbia Water. Award to Weston & Sampson, Inc. in the amount of \$1,073,935.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects Shandon Area Water Replacement (5529999-WM391201-658650). The original budget amount is \$1,073,935.00.

This is a Mentor Protégé Program Project. Weston & Sampson, Inc. of Columbia, SC is the Mentor and will provide field surveying, pipeline design, permitting, bidding assistance, and construction administration services at 73.6% (\$790,485.00) of the total contract amount. Carper Civil Consulting, LLC, a Minority Business Enterprise (W) of Columbia, SC, is the Protégé and will provide design permitting and sub consultant management at 20.0% (\$214,990.00) of the total contract amount.

The following sub consultant will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide subsurface utility engineering services at 6.4% (\$68,460.00) of the contract value as a sub consultant for Weston and Sampson (prime).



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12. Council is asked to approve a Final Renewal and Extension and FY2020-21 Staffing and Services Plan for the Disaster Recovery Program Management Contract, as requested by the Budget and Program Management Office. Award to Landmark Consulting, LLC, a Minority Business Enterprise in the amount of \$2,528,421.80. This firm is located in Columbia, SC.

Funding Source: Flood Recovery 2531116 and will be charged to each grant according to the services provided. The original budgeted amount is \$2,528,421.80.

13. We respectfully request Council's approval for the issuance of Indefinite Delivery Contracts (IDCs) for Utility Relocation Preliminary Engineering Design Services, as requested by Columbia Water. Award to the following firms in a total amount not to exceed \$3,250,000.00 for the three (3) year contract term expiring on June 30, 2023.

We also respectfully request Council's approval for the execution of each project specific work order for preliminary design services to be crafted in a form approved by the City Attorney's Office with the final approval and execution by the City Manager or their authorized designee. Project specific Work Order(s) shall be required, executed and issued for each Utility Relocation project identified and awarded under the approved Indefinite Delivery contract(s). The total amount of each work order shall not exceed \$50,000.00 per Utility Relocation project.

Funding Source: Water and Sewer Capital Projects (5529999-WM335521-658650, and 5529999-SS756401-658650). The original budget amount is \$12,848,340.21. Fiscal Year 2020-2021 amount of \$6,000,000.00 in addition to Fiscal Year 2019-2020 carry over amount of \$6,848,340.21.

Mentor	IDC Not to Exceed Amount through June 30, 2023	Protégé Firm & Location (Minimum 20% required)
Black & Veatch Corp. Overland Park, KS	\$750,000.00	Civil Engineering Consulting Services - MBE (W), Highfill Infrastructure Engineering Columbia, SC
HDR Engineering, Inc. Columbia, SC	\$750,000.00	Highfill Infrastructure Engineering Columbia, SC
Michael Baker International Moon Township, PA	\$750,000.00	Chao & Associates - MBE, Highfill Infrastructure Engineering Columbia, SC
CDM Smith, Inc. Boston, MA	\$250,000.00	Civil Engineering Consulting Service, Inc. - MBE (W) Columbia, SC



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Hazen and Sawyer New York, NY	\$250,000.00	DESA, Inc. - MBE (W) Columbia, SC
Mead and Hunt Middleton, WI	\$250,000.00	Highfill Infrastructure Engineering Columbia, SC
Thomas and Hutton Savannah, GA	\$250,000.00	OLH, Inc.- MBE (W) Columbia, SC

The intent of these projects are to meet the requirements of Act 36 for Utility Relocation and Improvement Services reimbursement. The referenced utility relocation projects are coordinated efforts with the public entities to include, but not be limited to, Lexington County, Richland County, and South Carolina Department of Transportation (SCDOT) in accordance with Act 36.

All projects awarded from RFQ004-19-20-BF will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.

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

Council District: 2

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

Applicant: Carey Shealy, Statewide Security Systems

Staff recommendation: Denial

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

The Public Hearing was held on July 21, 2020 and first reading was deferred. First reading approval was given on August 4, 2020.

15. Ordinance No.: 2020-070 Granting an encroachment to Ray Borders Gray for the use of the right of way area of the 1400 block of Oak Street and 2300 block of Washington Street for the installation and maintenance of a concrete walkway adjacent to 1404 Oak Street, Richland County TMS#11407-15-09

First reading approval was given on August 4, 2020.



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RESOLUTIONS

16. Resolution No.: R-2020-022 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and New Cingular Wireless PCS, LLC for the use of the Columbia Water GenStar Elevated Water Storage Tank Site
17. Resolution No.: R-2020-079 Authorizing the City Manager to execute an Agreement between the City of Columbia and Norfolk Southern Railway Company for Modifications to Grade Crossing Warning Devices (USC Quiet Zone Project)
18. Resolution No.: R-2020-083 Declaring Juneteenth a City Holiday
19. Resolution No.: R-2020-085 Expressing intent of the City Council of the City of Columbia, South Carolina to Participate in the RecoverSC Local Government Liquidity Program; Authorizing the City Manager and Assistant City Manager for Finance and Economic Services, or either of them acting alone, to take Certain Actions and Negotiate Certain Agreements; and Other Matters Relating Thereto

APPOINTMENTS

20. Municipal Court Judges

OTHER MATTERS

21. CARES Act Substantial Amendment 2020-2024 Consolidated Plan and 2020 Annual Action Plan - Ms. Gloria Saeed, Director of Community Development Department

The Community Development Department conducted a Public Hearing on August 12, 2020 at 6:00 p.m. The public input period closes on Tuesday, August 18, 2020 at 11:59 p.m.

22. Council is asked to approve Contract Amendment #4 for the Water & Sewer Line Repair Warranty Program Marketing Agreement, as requested by Columbia Water. Award to HomeServe USA Corp. at no cost. This request is to change the contract term to an additional two (2) year term beginning October 31, 2020, with the option to extend the term for an additional three (3) years. This firm is located in Norwalk, CT.



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23. Council is asked to approve the Installation of four (4) Speed Humps on High Street and two (2) Speed Humps on Liberty Street, as requested by the Public Works Department.

The Columbia Police Department and the Columbia Fire Department have reviewed and approved this request.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

PUBLIC INPUT

EXECUTIVE SESSION

24. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
- *Street Paintings*
 - *Columbia Water Collections*
25. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)
- *Monica Bligen vs. COC*
 - *Phillip Aylan Brown, Jr. vs. COC*
26. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)
- *Payroll Cycles*
27. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
- *Capital City Stadium*

ADJOURNMENT



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

COVID-19
Curfew
House Parties - Public Nuisance Actions
Face Coverings / Mask Violations
Swimming Pools / Public Areas at Housing Complexes



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management
Curfew
House Parties - Public Nuisance Actions
Face Coverings / Mask Violations
Swimming Pools / Public Areas at Housing Complexes



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MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2020/2021, as requested by the Columbia Fire Department. Award to Motorola, Inc., using the SC State Contract, in the amount of \$151,200.00. This vendor is located in Sumter, SC.

REQUISITION NO.: R206286

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fire Suppression - Maintenance & Service Contract (1012303-638200). The original budgeted amount is \$160,000.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

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:

- Contract 4400013556 (PDF)



PROCUREMENT SERVICES

Contract 4400013556

[Back](#)
[Initial](#)

Validity Start 07/01/2016

Validity End 06/30/2023

Target Value \$ 7,000,000.00

FEIN 36-1115800

Bid Invitation

Contract Notes

Vendor 7000007297

Vendor Address MOTOROLA COMMUNICATIONS & ELEC
217 CARTGATE CIRCLE
BLYTHEWOOD SC 29016

District

E-mail

Telephone

Fax Number

Minority Status Not Applicable

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](#)
[Initial](#)

Attachment: Contract 4400013556 (6124 : Palmetto 800 Radio MHz Airtime)



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Renewal of fiscal year 2020/2021 Cisco SMARTnet Services Contract, as requested by the Information Technology Services Department. Award to NWN Corporation, using the SC State Contract in the amount of \$77,864.51. This vendor is located in Waltham, MA.

REQUISITION NO.: R205901

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Information Technology-Maintenance & Service Contracts (1011120-638200). The original budget amount is \$77,864.51.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval for this purchase using the SC State Contract# 4400016104, Vendor, NWN Corporation, at the following cost.

2020 Cisco SMARTnet Renewal	
Base Price	\$77,864.51
SC State Taxes	\$0.00
PO Total	\$77,864.51

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

ATTACHMENTS:

- SC State Contract 4400016104 (PDF)
- 2020-2021 Cisco SMARTnet Renewal Quote (PDF)



PROCUREMENT SERVICES

Contract 4400016104

[Back to Initial Screen](#)

Validity Start 05/11/2017

Target Value \$ 1,200,000.00

Bid Invitation [5400012227](#)

Validity End 10/10/2021

FEIN 04-3532235

Contract Notes

Vendor 7000132767

Vendor Address NWN CORPORATION
1320 MAIN ST-SUITE 300
COLUMBIA SC 29201

District LEXINGTON

Telephone (843) 696-5153

Minority Status Not Applicable

Home Page <http://www.nwnit.com/>

E-mail contractssc@nwnit.com

Fax Number

Other URL

Vendor Contacts

5 Contacts found, displaying all Contacts.

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

Attachments

One Attachment found.

Attachment Title

Date/Time Posted

[CISCO Award 5-11-17.rtf](#)

05/11/2017 02:25:39 PM

Contract Items

3 Items found, displaying all Items.

Item Pricing

00001 Cisco Network Hardware Products

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

Agency: Statewide

00002 Cisco Maintenance/Support

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

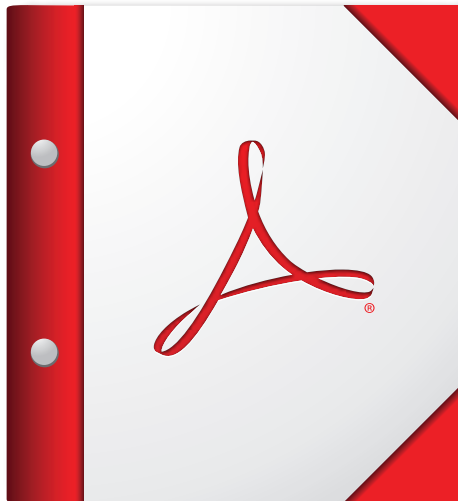
Agency: Statewide

00003 Cisco Security Services

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

Agency: Statewide

Attachment: SC State Contract 4400016104 (6096 : SMARTnet Fiscal Year 2020/2021 Renewal for City of Columbia)



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MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Renewal of the Oracle Support Services Contract, as requested by the Information Technology Services Department. Award to Mythics Inc., using the Region 4 (Omnia)/National IPA Cooperative Contract in the amount of \$164,947.81. This vendor is located in Virginia Beach, VA.

REQUISITION NO.: R206155

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

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval for this purchase using the Contract# R190801 Vendor, Mythics, Inc., at the following cost.

Oracle Support Renewal	
Base Price	\$164,947.81
SC State Taxes	\$0.00
PO Total	\$164,947.81

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 contracts

ATTACHMENTS:

- Oracle Products and Services Contract# R190801 (PDF)
- Mythics Quote (PDF)

Oracle Products and Services

Region 4 ESC - TX

Contract Number: R190801

Initial award from January 1, 2020 through December 31, 2021 with the option to renew for three (3) additional one (1) year periods through December 31, 2024.

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [AZ Compliance Questionnaire](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Award Documents](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Summary](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Addendum 2](#)
- [RFP Addendum 3](#)
- [RFP Addendum 4](#)
- [RFP Addendum 5](#)
- [RFP Questions & Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)



Region 4 (Omnia)/National IPA R190801

4525 Main Street, Suite 1500
Virginia Beach, VA 23462
Reed Allen
Phone: (757) 663-4929
Fax: (757) 412-1060
Email: rallen@mythics.com

Company Name: City of Columbia
Contact: Mark Johnson
Phone Number: (803) 737-4224
Email: mdjohnson@columbiasc.net
Project: FY21 support

Quote Number: SR 2702187 5381173
5627158 FY21
Prepared On: April 8, 2020
Valid Through: August 31, 2020

DUNS #: 013358002
Fed Tax ID #: 54-1987871
CAGE Code: 1TA34
NAICS: 511210

Please include this reference on a valid PO:

This PO incorporates the terms of Mythics quote number SR 2702187 5381173 5627158 FY21 including the Region 4 (Omnia)/National IPA R190801 by reference

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description / License Type	Start Date	End Date	Quantity	Support Type	Extended Price
2702187							
1	3383348	Oracle Internet Developer Suite - Named User Perpetual	8/1/2020	7/31/2021	5	Software Update License & Support	\$ 4,905.12
2	3383348	Oracle Tuning Pack - Named User Perpetual	8/1/2020	7/31/2021	35	Software Update License & Support	\$ 137.34
3	3383348	Pure Name & Address (North America) - Processor Perpetual	8/1/2020	7/31/2021	1	Software Update License & Support	\$ 3,924.10
4	3383348	Oracle Tuning Pack - Processor Perpetual	8/1/2020	7/31/2021	8	Software Update License & Support	\$ 1,569.64
5	3383348	Oracle Diagnostics Pack - Named User Perpetual	8/1/2020	7/31/2021	35	Software Update License & Support	\$ 137.34
6	3383348	Oracle Diagnostics Pack - Processor Perpetual	8/1/2020	7/31/2021	8	Software Update License & Support	\$ 1,569.64
7	3383348	Oracle Programmer - Named User Perpetual	8/1/2020	7/31/2021	10	Software Update License & Support	\$ 1,962.04
8	3383348	Oracle Database Enterprise Edition - Named User Perpetual	8/1/2020	7/31/2021	35	Software Update License & Support	\$ 5,493.69
9	3383348	Oracle Database Enterprise Edition - Processor Perpetual	8/1/2020	7/31/2021	8	Software Update License & Support	\$ 62,785.17
6	3383348	Diagnostics Pack for Oracle Middleware - Processor Perpetual	8/1/2020	7/31/2021	2	Software Update License & Support	\$ 2,747.18
7	3383348	Configuration Management Pack for Oracle Middleware - Processor Perpetual	8/1/2020	7/31/2021	2	Software Update License & Support	\$ 1,373.55
8	3383348	Diagnostics Pack for Oracle Middleware - Named User Plus Perpetual	8/1/2020	7/31/2021	10	Software Update License & Support	\$ 274.71
9	3383348	Configuration Management Pack for Oracle Middleware - Named User Plus Perpetual	8/1/2020	7/31/2021	10	Software Update License & Support	\$ 137.34
5381173							
10	15934380	Oracle Real Application Clusters - Processor Perpetual	8/1/2020	7/31/2021	8	Software Update License & Support	\$ 34,569.09
11	15934380	Oracle WebLogic Suite - Processor Perpetual	8/1/2020	7/31/2021	3	Software Update License & Support	\$ 21,049.66
12	15934380	Oracle WebLogic Server Standard Edition - Named User Plus Perpetual	8/1/2020	7/31/2021	10	Software Update License & Support	\$ 176.53
13	15934380	Oracle WebLogic Server Standard Edition - Processor Perpetual	8/1/2020	7/31/2021	2	Software Update License & Support	\$ 1,765.69
5627158							
14	18721751	Oracle WebCenter Content - Processor Perpetual	8/1/2020	7/31/2021	1	Software Update License & Support	\$ 20,369.98
SULS SUBTOTAL							\$ 164,947.81

SUPPORT TOTAL		\$ 164,947.81
This quotation contains data that shall not be disclosed outside of City of Columbia and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, Inc. unless otherwise required by law		

This quotation is an estimate and is an invitation for you to offer to purchase support services from Mythics subject to the terms and conditions herein. Your order is subject to Mythics' acceptance.

- You agree that Mythics has the right to cancel your support due to non-payment.
- By confirming, referencing or placing an order based on this quote, you are agreeing that the support being purchased is for electronic delivery only and there is no transfer of tangible property. Media is available for download at no additional cost at <http://edelivery.oracle.com/>
- Support services are provided under Oracle's then current technical support policies located at <https://www.oracle.com/support/policies.html> and the valid end user agreement set forth in the contract referenced at the top of this quote
- Applicable State taxes will be added unless an exemption is provided.
- Orders are non-cancellable.
- Payment terms are Quarterly in Arrears
- Option year pricing is subject to change based on Oracle pricing adjustments/surcharges.

RIGHTS IN DATA: Oracle programs, including the operating system, integrated software, any programs installed on hardware and/or documentation, delivered in accordance with the terms and conditions of the contract are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to the End User Agreement, and then, to the extent applicable. the additional rights set forth in FAR 52.227-19, Commercial Computer Software (DEC 2007) wherein for the purposes of the contract "Government" shall mean the ordering activity. Issuance of an order off this quote signifies buyer agreement that no additional FAR clauses pertaining to Rights in Data apply.

WARRANTY: The warranty for the products you are purchasing is outlined in the End User Agreement that is referenced on this quote. Additional warranties are not accepted and considered to be null and void.

SECURITY/PRIVACY: No Oracle Authorized Reseller can agree to accept security or privacy clauses without the express written approval of Oracle; most public sector (State or Locality) specific clauses pertaining to security or privacy do not apply to Commercial Off The Shelf (COTS) or commercial items. End users will not transmit PII or PHI to Contractor or Oracle during the performance/delivery or use of the line items quoted herein. Customer Ordering Activity would need to execute a BAA directly with Oracle in the event PHI is transmitted or accessed. A valid PO will not contain public sector, State or Locality specific clauses pertaining to security and privacy or will otherwise state on the PO those clauses do not apply.

This is not an exhaustive list, and additional terms may be identified for removal or non-application

Do you have any new projects you're working on that may require Oracle licensing?



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Repair Parts, Tools, Equipment and Tires, as requested by Fleet Services. Award to the following vendors using the SC State Contract in a total amount not to exceed \$678,800.00.

REQUISITION NO.: R206028, R206049, R206109

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source; Equipment Fuel Parts & Repair - Tires & Tubes (6308970-672500). The original budget amount is \$462,800.00. Equipment Services Fuel Parts & Repair - Repair Parts (6308970-672500). The original budget amount is \$216,000.00. The total original budget amount is \$678,800.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:

Vendor	Location	Not to Exceed Amount	Description
NAPA	Columbia, SC	\$216,000.00	NAPA Auto Parts
Piedmont Truck Tires	Greensboro, NC	\$108,000.00	Tires
Frasier Tire	Columbia, SC	\$290,000.00	Tires
Snider Tire	Columbia, SC	\$64,800.00	Tires

ATTACHMENTS:

- NAPA State Contract (PDF)
- Piedmont Truck Tires State Contract (PDF)
- Snider Tire Michelin/ BF Goodrich/ Uniroyal State Contract (PDF)
- Snider Tire Continental (PDF)
- Snider Tire Discount off Auto Radial/ Light Radial/ Medium Truck Radial (PDF)
- Snider Tire/ Medium Truck & Bus State Contract (PDF)



PROCUREMENT SERVICES

Contract 4400013719

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Validity Start 08/19/2016
Target Value \$ 250,000.00
Bid Invitation
Contract Notes

Validity End 07/20/2021
FEIN 58-0254510

Vendor 7000018520

Vendor Address NAPA AUTO PARTS
2999 CIRCLE 75 PARKWAY
ATLANTA GA 30339

District
Telephone (770) 818-4609
Minority Status Not Applicable
Home Page <http://genuineparts.com>

E-mail don_lachance@genpt.com
Fax Number (770) 859-2920
Other URL

Vendor Contacts

One Contact found.

Contact Name	Function	Phone	E-mail
LACHANCE, DON	Primary Contact	(770) 818-4609	don_lachance@genpt.com

Contract Items

One Item found.

Item Pricing	
00001	Auto Repair Parts Material Group: 92804 - accessories (not otherwise classified) maintenance and repair Agency: Statewide

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Attachment: NAPA State Contract (6113 : Annual Parts and Tire Purchases for Fleet)



PROCUREMENT SERVICES

Contract 4400016053

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Validity Start 05/08/2017

Validity End 03/28/2021

Target Value \$ 1,500,000.00

FEIN 38-1752361

Bid Invitation [5400010311](#)

Contract Notes

Vendor 7000146906

Vendor Address
PIEDMONT TRUCK CENTER INC
P.O. Box 18109
GREENSBORO NC 27419-8109

District GUILFORD

E-mail

Telephone (336) 668-2401

Fax Number (336) 668-2494

Minority Status Not Applicable

Home Page <http://www.piedmonttruckcenter.com>

Other URL

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
CLEWIS, JOEY	SECRETARY-TREASURER / PARTS MANAGER	(336) 668-2401 ext 279	jclewis@piedmonttruckcenter.com
LENHART, TODD	Primary Contact	(336) 668-2401 ext 230	twlenhart@yahoo.com
PHARR, SCOTT	PRESIDENT	(336) 668-2401 ext 224	wsp10862@yahoo.com
THOMAS, CRAIG	VICE PRESIDENT / NEW TRUCK SALES MANAGER	(336) 668-2401 ext 238	cthomas@piedmonttruckcenter.com

Contract Items

6 Items found, displaying all Items.

Item Pricing	
00001	Continental Tire Auto Radial Tire 49% Di Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00002	Continental Tire Light Truck Radial 49% Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00003	Continental Tire Medium Truck Radial 35% Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00004	General Tire Auto Radial 49% Discount Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00005	General Tire Light Truck Radial 49% Disc Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00006	General Tire Medium Truck Radial 35% Dis Material Group: 86307 - tires and tubes, light trucks Agency: Statewide

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PROCUREMENT SERVICES

Contract 4400014743

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Validity Start 03/29/2016
Target Value \$ 1,200,000.00
Bid Invitation [5400010311](#)

Validity End 03/28/2021
FEIN 56-0579497

Contract Notes

Vendor 7000181036

Vendor Address SNIDER TIRE
1806 CARMICHAEL CT
AUGUSTA GA 30906

District RICHMOND
Telephone (706) 771-9657

Minority Status Not Applicable

E-mail cwatts@snidertire.com
Fax Number (706) 790-3426

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
CREDITDEPARTMENT@SNIDERFLEET.COM,	AP control - Contact		
PETERSON, JASON	MANAGER	(706) 771-9657	jpeterson@snidertire.com
WATTS, CLIFF	Primary Contact	(706) 771-9657	cwatts@snidertire.com
WATTS, CLIFF	Emergency Contact	(706) 771-9657	cwatts@snidertire.com

Contract Items

12 Items found, displaying all Items.

Item Pricing	
00002	Michelin Auto Radial Tire Material Group: 86305 - tires and tubes, passenger vehicles Agency: Statewide
00003	Michelin Light Truck Radial Tire Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00005	Michelin Medium Truck Radial Tire Material Group: 86310 - tires and tubes, medium truck and bus Agency: Statewide
00007	Michelin Off-Road Radial Tire Material Group: 86315 - tires and tubes, off-road equipment Agency: Statewide
00009	Michelin Farm Tire-Agriculture Material Group: 86330 - tires and tubes, misc. (not otherwise listed) Agency: Statewide
00012	Uniroyal Auto Radial Tire Material Group: 86305 - tires and tubes, passenger vehicles Agency: Statewide
00013	Uniroyal Light Truck Radial Tire Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00015	Uniroyal Medium Truck Radial Tire Material Group: 86310 - tires and tubes, medium truck and bus

Attachment: Snider Tire Michelin/ BF Goodrich/ Uniroyal State Contract (6113 : Annual Parts and Tire Purchases for Fleet)

00020	Michelin Farm Tire-AG Industrial
	Material Group: 86330 - tires and tubes, misc. (not otherwise listed)
	Agency: Statewide
00022	BF Goodrich Auto Radial Tire
	Material Group: 86305 - tires and tubes, passenger vehicles
	Agency: Statewide
00023	BF Goodrich Light Truck Radial Tire
	Material Group: 86307 - tires and tubes, light trucks
	Agency: Statewide
00025	BF Goodrich Medium Truck Radial Tire
	Material Group: 86310 - tires and tubes, medium truck and bus
	Agency: Statewide

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Attachment: Snider Tire Michelin/ BF Goodrich/ Uniroyal State Contract (6113 : Annual Parts and Tire Purchases for Fleet)



PROCUREMENT SERVICES

Contract 4400016050

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Validity Start 05/08/2017
Target Value \$ 4,000,000.00
Bid Invitation [5400010311](#)

Validity End 03/28/2021
FEIN 56-0579497

Contract Notes

Vendor 7000181036

Vendor Address SNIDER TIRE
1806 CARMICHAEL CT
AUGUSTA GA 30906

District RICHMOND
Telephone (706) 771-9657

Minority Status Not Applicable

E-mail cwatts@snidertire.com
Fax Number (706) 790-3426

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
CREDITDEPARTMENT@SNIDERFLEET.COM,	AP control - Contact		
PETERSON, JASON	MANAGER	(706) 771-9657	jpeterson@snidertire.com
WATTS, CLIFF	Primary Contact	(706) 771-9657	cwatts@snidertire.com
WATTS, CLIFF	Emergency Contact	(706) 771-9657	cwatts@snidertire.com

Contract Items

6 Items found, displaying all Items.

Item Pricing	
00001	Continental Tire Auto Radial Tire 49% Di Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00002	Continental Tire Light Truck Radial 49% Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00003	Continental Tire Medium Truck Radial 35% Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00004	General Tire Auto Radial 49% Discount Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00005	General Tire Light Truck Radial 49% Disc Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00006	General Tire Medium Truck Radial 35% Dis Material Group: 86307 - tires and tubes, light trucks Agency: Statewide

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Attachment: Snider Tire Continental (6113 : Annual Parts and Tire Purchases for Fleet)



PROCUREMENT SERVICES

Contract 4400016064

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Validity Start 05/08/2017
Target Value \$ 450,000.00
Bid Invitation [5400010311](#)

Validity End 03/27/2021
FEIN 56-0579497

Contract Notes

Vendor 7000143038

Vendor Address SNIDER TIRE INC
P.O. Box 16046
GREENSBORO NC 27416

District
Telephone (704) 373-2910
Minority Status Not Applicable
Home Page <http://www.sniderfleet.com>

E-mail
Fax Number (704) 373-2913
Other URL

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BUCHANAN, GARY	BRANCH MANAGER	(704) 309-6162	gbuchanan@snidertire.com
CREDITDEPARTMENT@SNIDERFLEET.COM,	AP control - Contact		
MORGAN, RANDY	OPERATIONS MANAGER	(704) 309-4798	rmorgan@snidertire.com
SHOEMAKER, KIM	Primary Contact	(336) 691-5480	contracts@sniderfleet.com
SHOEMAKER, KIM	Emergency Contact	(704) 309-6162	contracts@snidertire.com

Contract Items

3 Items found, displaying all Items.

Item Pricing	
00001	Auto Radial Tire 50.5 % Discount Material Group: 86305 - tires and tubes, passenger vehicles Agency: Statewide Notes for Item 00001: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current publishedThis is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected. government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.
00002	Light Truck Radial Tire 50.5% Discount Material Group: 86307 - tires and tubes, light trucks Agency: Statewide Notes for Item 00002: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current publishedThis is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected. government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.
00003	Medium Truck Radial Tire 50.5% Discount Material Group: 86310 - tires and tubes, medium truck and bus Agency: Statewide Notes for Item 00003: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current publishedThis is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected. government price list of greater than 30%. Bids

Attachment: Snider Tire Discount off Auto Radial/ Light Radial/ Medium Truck Radial (6113 : Annual Parts and Tire Purchases for Fleet)

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Attachment: Snider Tire Discount off Auto Radial/ Light Radial/ Medium Truck Radial (6113 : Annual Parts and Tire Purchases for Fleet)



PROCUREMENT SERVICES

Contract 4400014688

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Validity Start 03/29/2016
Target Value \$ 10,000.00
Bid Invitation [5400010311](#)

Validity End 03/28/2021
FEIN 56-0579497

Contract Notes

Vendor 7000181036

Vendor Address SNIDER TIRE
1806 CARMICHAEL CT
AUGUSTA GA 30906

District RICHMOND
Telephone (706) 771-9657
Minority Status Not Applicable

E-mail cwatts@snidertire.com
Fax Number (706) 790-3426

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
CREDITDEPARTMENT@SNIDERFLEET.COM,	AP control - Contact		
PETERSON, JASON	MANAGER	(706) 771-9657	jpeterson@snidertire.com
WATTS, CLIFF	Primary Contact	(706) 771-9657	cwatts@snidertire.com
WATTS, CLIFF	Emergency Contact	(706) 771-9657	cwatts@snidertire.com

Contract Items

One Item found.

Item Pricing		
00001	Medium Truck Radial Tire	Gross Discount: -60.0 %
Material Group: 86310 - tires and tubes, medium truck and bus		
Agency: Statewide		
Notes for Item 00001: Tires will be supplied by Yokohama Tire Servicing Dealer network. List of Servicing Dealers is attached.		

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Attachment: Snider Tire/ Medium Truck & Bus State Contract (6113 : Annual Parts and Tire Purchases for Fleet)



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM4295: 6-inch Water Main Upgrade along Wisteria Lane, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$73,344.00, which includes contingency. This firm is located in West Columbia, SC.

REQUISITION NO.: R199768

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water & Sewer Improvements (5529999-WM429501-658650). The original budget amount is \$99,156.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC is the Mentor and will be performing pipe installation at 79% (\$48,285.00) of the total contract value. LG Utility Contractors, Inc., a Minority Business Enterprise (W), of Lugoff, SC is the Protégé and will be providing equipment and personnel to complete the work at 21% (\$12,835.00) of the total contract value.

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

Fortiline of Columbia, SC will be providing materials valued at 26% (\$16,000.00), which is included in the Mentor's portion of the work.

There were six (6) responsive and responsible bids received for this project under BID055-19-20-LAG.

The total construction time allocated for this project is sixty (60) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$ 61,120.00
Contingency (20%)	\$ 12,224.00
Total	\$ 73,344.00

ATTACHMENTS:

- Contract approved by Legal (PDF)
- Compliance Memo (PDF)
- CT&B BIR Form (PDF)
- Bid Tabulation (PDF)
- CTB Imp Plan (00000004) (PDF)
- Location Map (PDF)

CONTRACT

City of Columbia, South Carolina

WM4295 (MPP)

New 6" DIP Water Main Upgrade along Wisteria Lane Re-BID

BID 055-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and Carolina Tap and Bore, Inc. with legal address and principal place of business at 2430 Morningside Dr. West Columbia, SC 29169, 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 sixty (60) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Sixty-One Thousand One Hundred Twenty Dollars and Zero Cents (\$61,120.00).

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.

City of Columbia, SC
8/07/2017

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Attachment: Contract approved by Legal (6123 : New 6 inch Water Main Upgrade along Wisteria Lane)

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 To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials, and Construction", Part 19 "Specifications for Fencing Materials", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Permits.

9.2.9 Location Map

9.2.10 Drawings, numbered 1 through 6, inclusive and dated 11 /21/2019.

9.2.11 Addendum number 1 to 1, inclusive.

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

9.2.13 The Mentor Protégé Program (MPP) Policy and the Mentor Protégé Program (MPP) Implementation Plan.

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

City of Columbia, SC
8/07/2017

termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

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

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

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

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

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

City of Columbia, SC
8/07/2017



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: July 15, 2020

SUBJECT: PROJECT: BID 055-19-20-LAG – New 6” Water Main Upgrade along Wisteria Lane Re-BID (WM4295)

Bids for this project were opened publicly at 10:00 a.m., July 15, 2020 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is **Carolina Tap & Bore, Inc. of West Columbia SC at \$61,120.00.**

Please review for Mentor Protégé 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 B Germany, Program Compliance Specialist

DATE: July 24, 2020

Attachment: Compliance Memo (6123 : New 6 inch Water Main Upgrade along Wisteria Lane)

Prime Business Information Statement

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

Offeror/Respondent's Business Name: Carolina Tap & Bore, Inc.

Headquarters Address: 2430 MORNINGSIDE DR.
West Columbia, SC 29169

Local Office Address (if applicable): Same as above

Phone No.: 803-739-7056 Fax No.: 803-791-1407

Email address: ryoung@carolinatapandbore.com

Tax ID No. (SSN, if Sole Proprietor): 57-0968376 DUNS Number: 609415674

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

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

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes ☐ or No ☒

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

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

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

Name/Title: Richard J. Young - PRESIDENT

Phone Number: 803-739-7056

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

NONE

Form Completed by:

Richard J. Young
Authorized Signature

7-15-2020
Date

Attachment: CT&B BIR Form (6123 : New 6 inch Water Main Upgrade along Wisteria Lane)

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortiline Waterworks 221 Laurel Road Lexington, SC 29073		Materials	16,000.00	26 %		
LG Utility Contractors, Inc. 1410 Brevard Rd Lugoff, SC 29078		Services	12,835.00	21%	WBE PROTEGE'	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: \$ 28,835.00

TOTAL CONTRACT AMOUNT: \$ 61,120.00

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

Business Name: CAROLINA TAP & BORE, INC.

Representative Name/Title: Richard J. Young - PRESIDENT

Date: 07/15/2020



Attachment: CT&B BIR Form (6123 : New 6 inch Water Main Upgrade along Wisteria Lane)

Event Number	BID055-19-20-LAG	Organization	City of Columbia, SC
Event Title	New 6" DIP Water Main Upgrade along Wisteria Lane	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	6/26/2020 11:49:50 AM (ET)	Phone	
Close Date	7/15/2020 10:00:14 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Carolina Tap & Bore, Inc.	West Columbia	SC	7/15/2020 09:17:18 AM (ET)	1	\$61,120.00
Stutts & Williams, LLC	Lexington	SC	7/15/2020 09:45:22 AM (ET)	1	\$67,380.00
DS Utilities Inc	Little Mountain	SC	7/15/2020 08:42:03 AM (ET)	1	\$69,207.00
Shady Grove Construction, LLC	Irmo	SC	7/15/2020 09:34:20 AM (ET)	1	\$89,700.00
LAD Construction, LLC	Swansea	SC	7/15/2020 08:52:12 AM (ET)	1	\$92,105.00
North American Pipeline Manag	Marietta	GA	7/15/2020 09:14:21 AM (ET)	1	\$120,548.00

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



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 7/15/2020

Mentor Amount: \$48,285.00

Project Name: New 6" DIP Water Main

Mentor % of Total Contract: 79%

Upgrade along Wisteria Lane

Protégé Amount: \$12,835.00

Project #: WM4295

Protégé % of Total Contract: 21%

Mentor: Carolina Tap & Bore, Inc.

Duration of the Project: 60 Consecutive

Protégé: LG Utility Contractors, Inc.

Calendar Days

Total Project Contract Amount: \$61,120.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

A completed Business Information Records (BIR) form is required and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles, and informal teaming arrangements.

Both parties will provide manpower, equipment and purchase materials. The work will be segmented such that the mentor will be completely responsible for the piping installation in total along certain streets and the protégé will be completely responsible for the piping installation along his certain streets. Traffic control items will be provided by the Mentor for use by both Mentor & Protege'

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

Obtaining a project from the city allows the parties to work together in a real-world application. The protégés personnel will have the opportunity to work with city inspectors and have the assistance from well-conditioned field people. The protégé will purchase materials which will provide the opportunity to increase their creditworthiness. The protégé will gain experience in dealing with Vendors



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators in which the team's success is being achieved.

The mentor and protégé team leaders will meet to discuss the portioning of the work; the identification, scheduling and purchasing of materials; payment planning and applications, equipment and personnel requirements; and establish date sensitive goals.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.

Mentor: The Mentor will provide a skilled superintendent who is experienced in pipe installation

Protégé: The Protege' will provide the equipment & personnel to complete the task

List all Subcontractors (Please include who the subcontractors will report to and the responsible party for subcontractors' payment):

Special Arrangements:

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project: The Mentor will provide the bonding; accomplish his portion of the work; provide office and field guidance to the Protégé; purchase materials; and make payment applications to the city.

b. Description of Protégé responsibilities on project: The Protégé will accomplish his portion of the work, purchase materials, invoice the Protégé for work achieved.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

c. Description of responsibilities that will be completed as a team: Clean up, restoration & traffic control

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

The entire job will be completed in 60 consecutive calendar days. We will be working side-by-side with our Protege'.

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

The lead field men will meet weekly to discuss the work to be accomplished and any specific requirements needed to accomplish those goals. Team leaders will converse as needed to ensure that materials and equipment are available to maintain the workflow.

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Typically, the Protégé will invoice for the work that he has accomplished and the materials that he has purchased monthly. His billing will be included with the mentor's billing to the city. The funds will be distributed upon receipt from the City.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Carolina Tap & Bore, Inc. (Mentor Firm) this 15 day of July, 2020

Corporate SEAL

By: Richard Young

Title: President

Firm Name: Carolina Tap & Bore, Inc.

ATTEST:

By: Melba Cannon

Title: Corporate Secretary

EXECUTED by LG Utility Contractors, Inc. (Protégé Firm) this 2 day of July 2020

Corporate SEAL

By: Suzanne Bell Leitner

Title: President

Firm Name: LG Utility Contractors, Inc.

ATTEST:

By: Krystal Young

Title: Administrative Assistant

RECOMMENDED FOR APPROVAL:

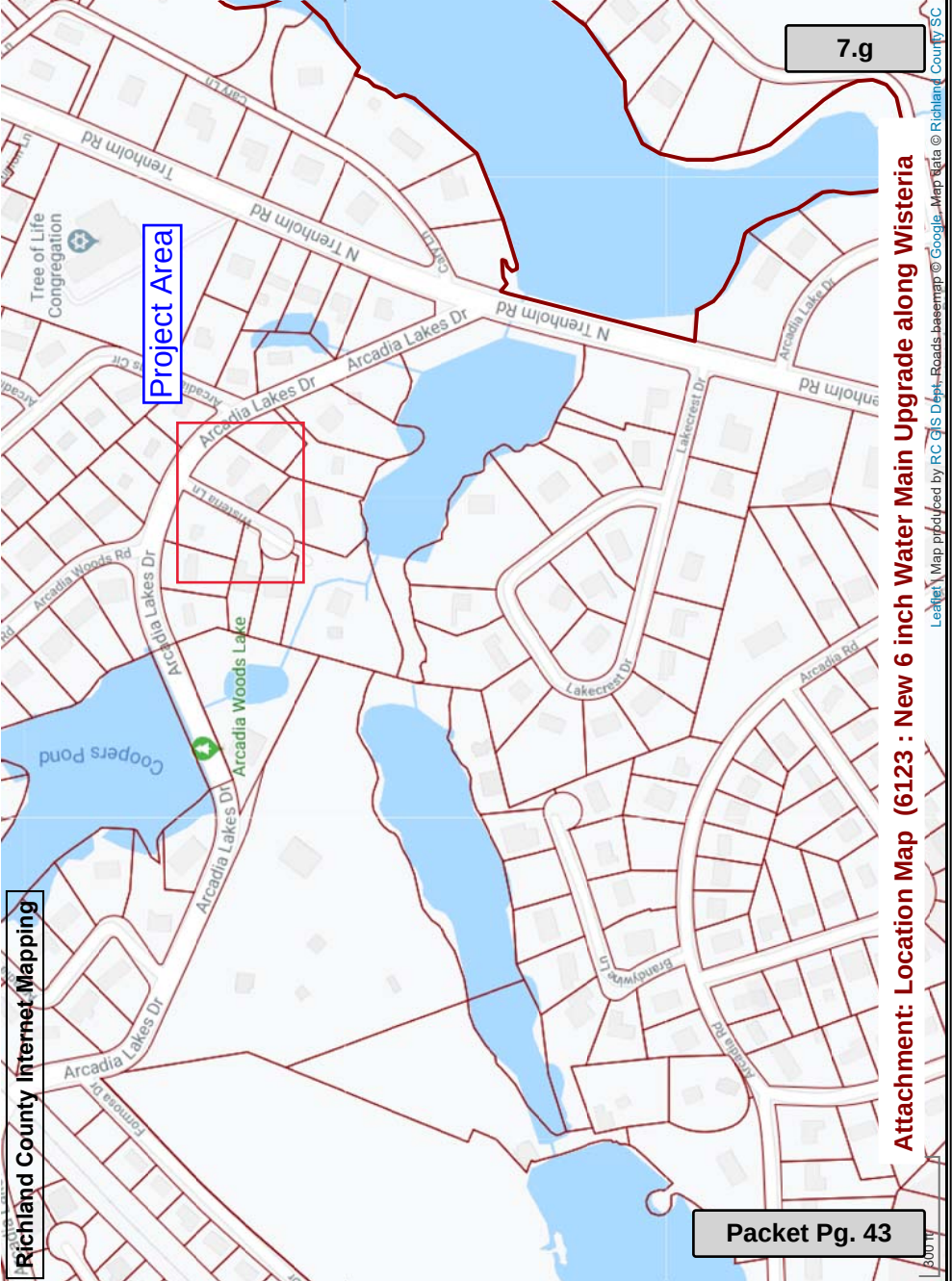
EXECUTED by the Office of Business Opportunities - Compliance on this 15 day of July 2020.

By: Latonya B Germany

Title: Program Compliance Specialist

Attachment: CTB Imp Plan (00000004) (6123 : New 6 inch Water Main Upgrade along Wisteria Lane)

Project Area



Attachment: Location Map (6123 : New 6 inch Water Main Upgrade along Wisteria



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Waste Disposal and Landfill contract extension for the Solid Waste Division, as requested by Columbia Water. Award to Waste Management Pine Hill C&D Landfill, in the amount of \$440,000.00. This vendor is located in Elgin, SC.

REQUISITION NO.: R206372

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Solid Waste Disposal - Solid Waste Tipping Fee (6208955 - 631900). The original budgeted amount is \$440,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Solid Waste has requested for the extension of the waste disposal and landfill contract.

The original contract (Bid No. 00026-09-10) was entered into with Waste Management Pine Hills C&D Landfill, on March 5, 2010 for a five (5) year contract term agreement at the rate of \$8.99 per ton for disposal fees. The contract term included a five (5) year renewal option with price adjustments after the first two years of the new term. Waste Management has agreed to waive the right for any additional price adjustments and established a set rate of \$8.00 per ton for waste disposal and landfill services.

Landfill Services for 3/5/2015- 3/4/2021 - \$8.00 per ton

Waste Management Pine Hills C&D Landfill is located in Elgin, S.C.

ATTACHMENTS:

- Extension Letter (PDF)



February 19, 2020

Ms. Mindy Spires-Miller
Waste Management Pine Hill C&D Landfill
1047 Highway Church Road
Elgin, SC 29045

RE: Contract Extension, BID026-09-10 Landfill for Waste Disposal

To Ms. Spires-Miller,

The initial award period on the above referenced contract expires on March 4, 2020. At this time, the City would like to extend this contract until March 4, 2021 at the current price of \$8.00 per ton.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed \$440,000.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until March 4, 2021 with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Monday, February 24, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins
Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

Attachment: Extension Letter (6126 : Waste Disposal and Landfill Contract Extension)

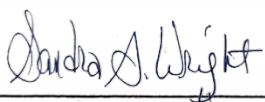
I agree to extend the current contract (BID 026-09-10) for twelve (12) additional months from March 4, 2020 to March 4, 2021. All other terms and conditions as outlined in BID 026-09-10 are applicable, fully enforceable and will remain unchanged.

☒ Yes ☐ No

Feb 28, 2020
Signature/ Date

Mindy S-Miller PSS SAMA
Printed Name of Signer/ Title

Comments: _____

 / 08/05/2020
Sandra A. Wright / Date
Purchasing Agent Signature

Teresa B. Wilson / Date
City Manager Signature

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

Attachment: Extension Letter (6126 : Waste Disposal and Landfill Contract Extension)



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM453501; Citywide Water Main Repairs for Water Maintenance, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed \$473,250.00 which includes contingency. This firm is a Minority Business Enterprise (W) located in Greenville, SC.

REQUISITION NO.: R203830

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water Source Improvements (5516220-WM453501-638500). The original budget amount is \$549,377.40.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project and a Local Business Enterprise Project. North American Pipeline Management, Inc., the mentor, will be performing water line repairs at 80% (\$315,500.00) of the total contract value. Southern Roots Landscape Management of Columbia, SC is the protégé and will be performing water line repairs at 20% (\$78,875.00) of the total contract value.

There were three (3) responsive and responsible bids submitted under Bid057-19-20-CE. The total construction time allocated for this project is sixty (60) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

Base Bid	\$394,375.00
Contingency 20%	\$ 78,875.00
Total (Not to Exceed)	\$473,250.00

ATTACHMENTS:

- Contract approved by Legal (PDF)

- Signed Compliance Memo & Implementation Plan for WM4535 (MSG)
- Bid Tabulation (PDF)
- North American Pipeline Management Inc. BIR Form (PDF)
- Site Maps (PDF)

Contract

City of Columbia, South Carolina

WM4535

Citywide Water Main Repairs for Water Maintenance MPP REBID

BID057-19-20-CE

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **North American Pipeline Management, Inc.** with legal address and principal place of business at **12 E. Montclair Ave., Greenville, SC 29609**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Three Hundred Ninety-Four Thousand Three Hundred and Seventy-Five Dollars and Zero Cents (\$394,375.00)**.

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 and 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 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Addenda numbers 1 to 2, inclusive.

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

ARTICLE 10. 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

Attachment: Contract approved by Legal (6118 : Citywide Water Main Repairs for Water Maintenance WM4535)

Contractor
North American Pipeline Management, 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:

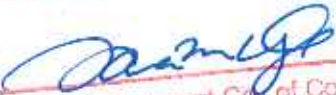
Department of Procurement and Contracts

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

Attachment: Contract approved by Legal (6118 : Citywide Water Main Repairs for Water Maintenance WM4535)

Hammond, Erika

From: Germany, Latonya B
Sent: Wednesday, July 15, 2020 9:08 AM
To: Ellis, Ciera D
Cc: Nelly, Juliet M
Subject: Signed Compliance Memo & Implementation Plan for WM4535
Attachments: North American Pipeline Management Inc. Implementation Plan.pdf; Compliance Memo (00000003).doc

Good morning Ciera,
I hope you are having a great day. I have attached the signed compliance memo and implementation plan for WM4535. If you need anything else please let me know.

Warm Regards,

Latonya Germany
Program Compliance Specialist
Office of Business Opportunities
1401 Main Street 4th Floor
Columbia, SC 29201
803.545.3049 phone
803.401.8859 fax
Latonya.Germany@columbiasc.gov

Attachment: Signed Compliance Memo & Implementation Plan for WM4535 (6118 : Citywide Water Main Repairs for Water Maintenance

Event Number	BID057-19-20-CE Addendum 2	Organization	City of Columbia, SC
Event Title	Citywide Water Main Repairs for Water Main	Workgroup	Purchasing
Event Description	The non-mandatory but highly recommended	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	6/12/2020 06:28:38 PM (ET)	Phone	(803) 545-3476
Close Date	7/2/2020 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
North American Pipeline Management, LLC	Marietta	GA	7/2/2020 09:31:58 AM (ET)	1	\$394,375.00
Carolina Tap & Bore, Inc.	West Columbia	SC	7/2/2020 10:21:27 AM (ET)	1	\$422,930.00
Shady Grove Construction, LLC	Irmo	SC	7/2/2020 10:28:17 AM (ET)	1	\$513,689.40

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

BID057-19-20-CE Citywide Water Main Repairs for Water Maintenance (WM4535) MPP - REBID
Page 33 of 60

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Southern Roots Landscape Management, LLC.	V016109	Misc. Pipe Work Trucking, Restoration	\$78,875.00	20 %	SBE	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: \$ 78,875.00

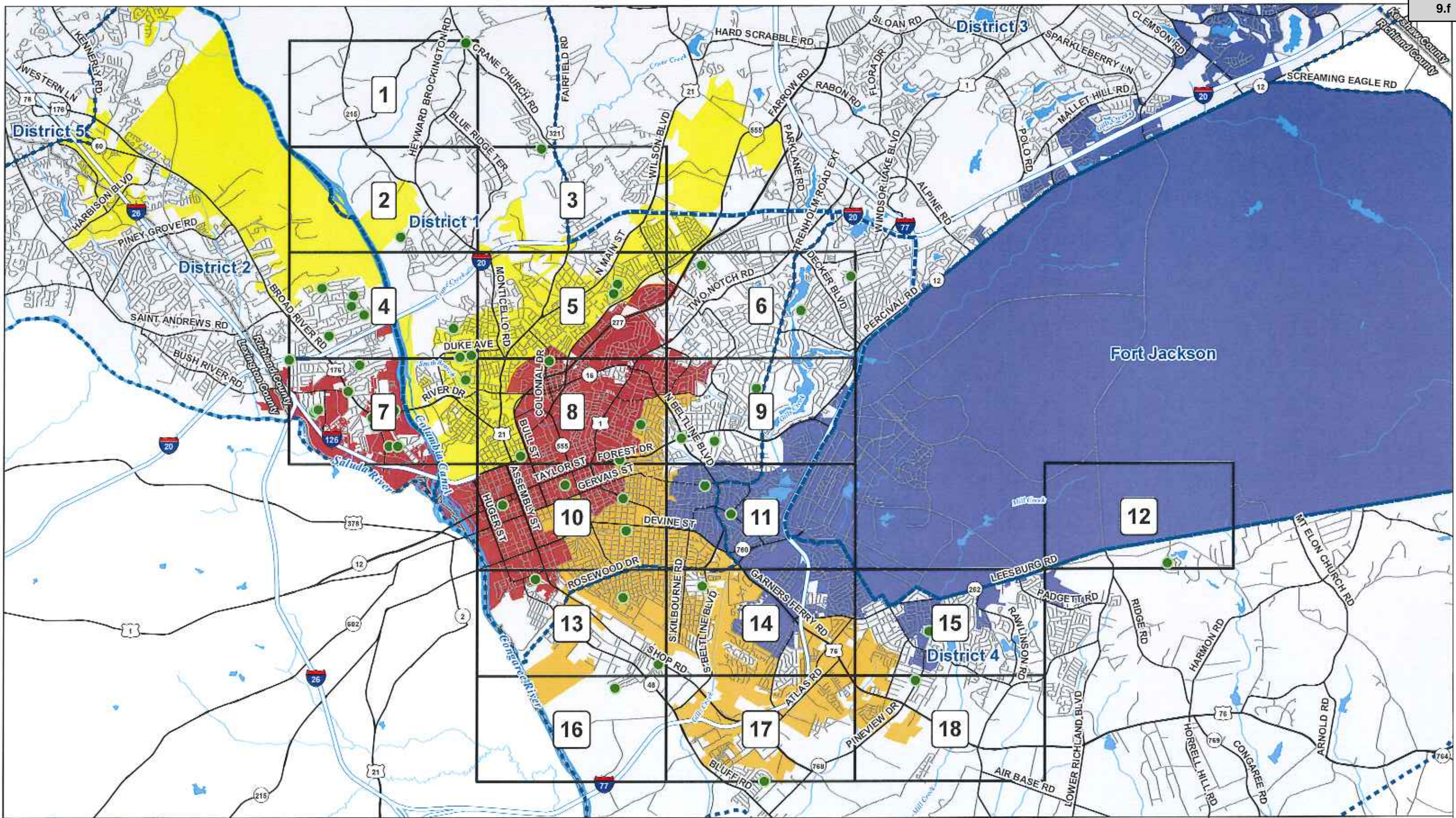
TOTAL CONTRACT AMOUNT: \$ 394,375.00

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

Business Name: North American Pipeline Management, Inc.

Representative Name/Title: Dorelly A. Herford

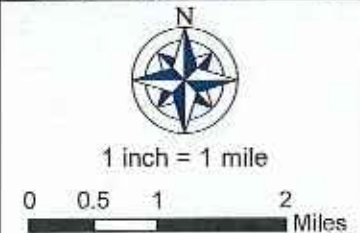
Date: 7/2/2020



Confirmed Water Leak Locations

Index Page
Water Operational Area

District 1
District 2
District 3
District 4



WM4535
City Wide Water Main Repairs for Water Maintenance (East)

Prepared For: Columbia Water

Attachment: Site Maps (6118 : Citywide Water Main Repairs for Water Maintenance WM4535)

Ordered by Page Number			
Address	Page Number	Address	Page Number
105 DUBARD-BOYLE RD, COLUMBIA, SC 29203	1	143 STONERIDGE DR, BUILDING F, COLUMBIA, SC 29210	7
2023 HAVERFORD CIR, COLUMBIA, SC 29203	2	1440 BROAD RIVER ROAD, COLUMBIA, SC 29210	7
212 LINCOLN PKWY, COLUMBIA, SC, 29203	3	100 CASTLE ROAD, COLUMBIA, SC 29210	7
401 WESTWOOD AVE, COLUMBIA, SC, 29203	4	HOLLINGSWORTH ROAD & LUSTER LANE, COLUMBIA, SC 29210	7
4007 RONNIE ST, COLUMBIA, SC 29203	4	PINEHURST RD & FOREST DR, COLUMBIA, SC 29204	8
106 RICHCREEK RD, COLUMBIA, SC, 29203	4	2208 MANSE ST, COLUMBIA, SC 29203	8
1517 MARLEY DR, COLUMBIA, SC 29210	4	2819 HARRISON RD, COLUMBIA, SC 29204	8
2325 RAMSGATE DR, COLUMBIA, SC 29210	4	1331 ELMWOOD AVE, COLUMBIA, SC 29201	8
2025 ROLLING HILLS RD, COLUMBIA, SC 29210	4	N BELTLINE BLVD & FOREST DR, COLUMBIA, SC 29204	9
1813 LAREDO DR, COLUMBIA, SC 29210	4	4442 REAMER AVE, COLUMBIA, SC 29206	9
2130 WOODTRAIL DR, COLUMBIA, SC 29210	4	1400 BRENTWOOD DR, COLUMBIA, SC 29206	9
1936 ROLLING HILLS ROAD, COLUMBIA, SC 29210	4	4500 FOREST DRIVE, COLUMBIA, SC 29206	9
1607 BRUNSWICK DR, COLUMBIA, SC 29203	5	KING ST & MILLWOOD AVE, COLUMBIA, SC 29205	10
1601 PRESCOTT RD, BLDG 12, COLUMBIA, SC 29203	5	BLOSSOM ST & WOODROW ST, COLUMBIA, SC, 29205	10
310 NEWCASTLE DR, COLUMBIA, SC 29223	6	1724 GREENE ST, COLUMBIA, SC 29201	10
6708 LAKE ARCADIA LN, COLUMBIA, SC 29206	6	1426 GADSDEN ST, COLUMBIA, SC 29201	10
7305 TWO NOTCH ROAD, COLUMBIA, SC 29223	6	1406 GREGG ST, COLUMBIA, SC 29201	10
6237 TWO NOTCH ROAD, COLUMBIA, SC 29223	6	1820 SUMTER STREET, COLUMBIA, SC 29201	10
BUSH RIVER RD & BROAD RIVER RD, COLUMBIA, SC 29210	7	3912 TRENHOLM RD, COLUMBIA, SC 29206	11
203 SUMMERLEA DR, COLUMBIA, SC 29203	7	BRENNEN RD & KILBOURNE RD, COLUMBIA, SC 29206	11
1528 OMAREST DR, COLUMBIA, SC 29210	7	1225 BELTLINE BOULEVARD, COLUMBIA, SC 29205	11
325 ARROWWOOD RD, COLUMBIA, SC 29210	7	227 FLOWERWOOD DR, HOPKINS, SC 29061	12
121 GREYSTONE BLVD, COLUMBIA, SC 29210	7	HEYWARD ST & LINCOLN ST, COLUMBIA, SC, 29201	13
FAIRHAVEN DR & GALE DR, COLUMBIA, SC 29210	7	GRAYMONT CIR & HOLT DR, COLUMBIA, SC 29205	13
101 GREYSTONE BLVD, COLUMBIA, SC 29210	7	ASTER ST & BURDOCK CIR, COLUMBIA, SC 29201	13
100 BRYTON TRACE, COLUMBIA, SC 29210	7	602 DEERWOOD ST, COLUMBIA, SC 29205	14
244 ARROWWOOD RD, COLUMBIA, SC 29210	7	209 CHARLES TOWNE CT, COLUMBIA, SC 29209	15
219 REDBUD DR, COLUMBIA, SC 29210	7	525 RILEY ST, COLUMBIA, SC 29201	16
167 STONERIDGE DR, BLDG 11, COLUMBIA, SC 29210	7	4356 SURFWOOD DR, COLUMBIA, SC, 29209	17
143 STONERIDGE DR UNIT C, COLUMBIA, SC 29210	7	1101 HALLBROOK DR, COLUMBIA, SC 29209	18

Ordered by Address Number			
Address	Page Number	Address	Page Number
100 BRYTON TRACE, COLUMBIA, SC 29210	7	219 REDBUD DR, COLUMBIA, SC 29210	7
100 CASTLE ROAD, COLUMBIA, SC 29210	7	2208 MANSE ST, COLUMBIA, SC 29203	8
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106 RICHCREEK RD, COLUMBIA, SC, 29203	4	244 ARROWWOOD RD, COLUMBIA, SC 29210	7
1101 HALLBROOK DR, COLUMBIA, SC 29209	18	2819 HARRISON RD, COLUMBIA, SC 29204	8
121 GREYSTONE BLVD, COLUMBIA, SC 29210	7	310 NEWCASTLE DR, COLUMBIA, SC 29223	6
1225 BELTLINE BOULEVARD, COLUMBIA, SC 29205	11	325 ARROWWOOD RD, COLUMBIA, SC 29210	7
1331 ELMWOOD AVE, COLUMBIA, SC 29201	8	3912 TRENHOLM RD, COLUMBIA, SC 29206	11
1400 BRENTWOOD DR, COLUMBIA, SC 29206	9	4007 RONNIE ST, COLUMBIA, SC 29203	4
1406 GREGG ST, COLUMBIA, SC 29201	10	401 WESTWOOD AVE, COLUMBIA, SC, 29203	4
1426 GADSDEN ST, COLUMBIA, SC 29201	10	4356 SURFWOOD DR, COLUMBIA, SC, 29209	17
143 STONERIDGE DR UNIT C, COLUMBIA, SC 29210	7	4442 REAMER AVE, COLUMBIA, SC 29206	9
143 STONERIDGE DR, BUILDING F, COLUMBIA, SC 29210	7	4500 FOREST DRIVE, COLUMBIA, SC 29206	9
1440 BROAD RIVER ROAD, COLUMBIA, SC 29210	7	525 RILEY ST, COLUMBIA, SC 29201	16
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2130 WOODTRAIL DR, COLUMBIA, SC 29210	4	PINEHURST RD & FOREST DR, COLUMBIA, SC 29204	8



105 DUBARD-BOYLE
RD, COLUMBIA,
SC 29203

District 1



- New Confirmed Locations
- Locations with No Work Completed

- Locations with Repair Complete and Restoration Needed
- Water Operational Area

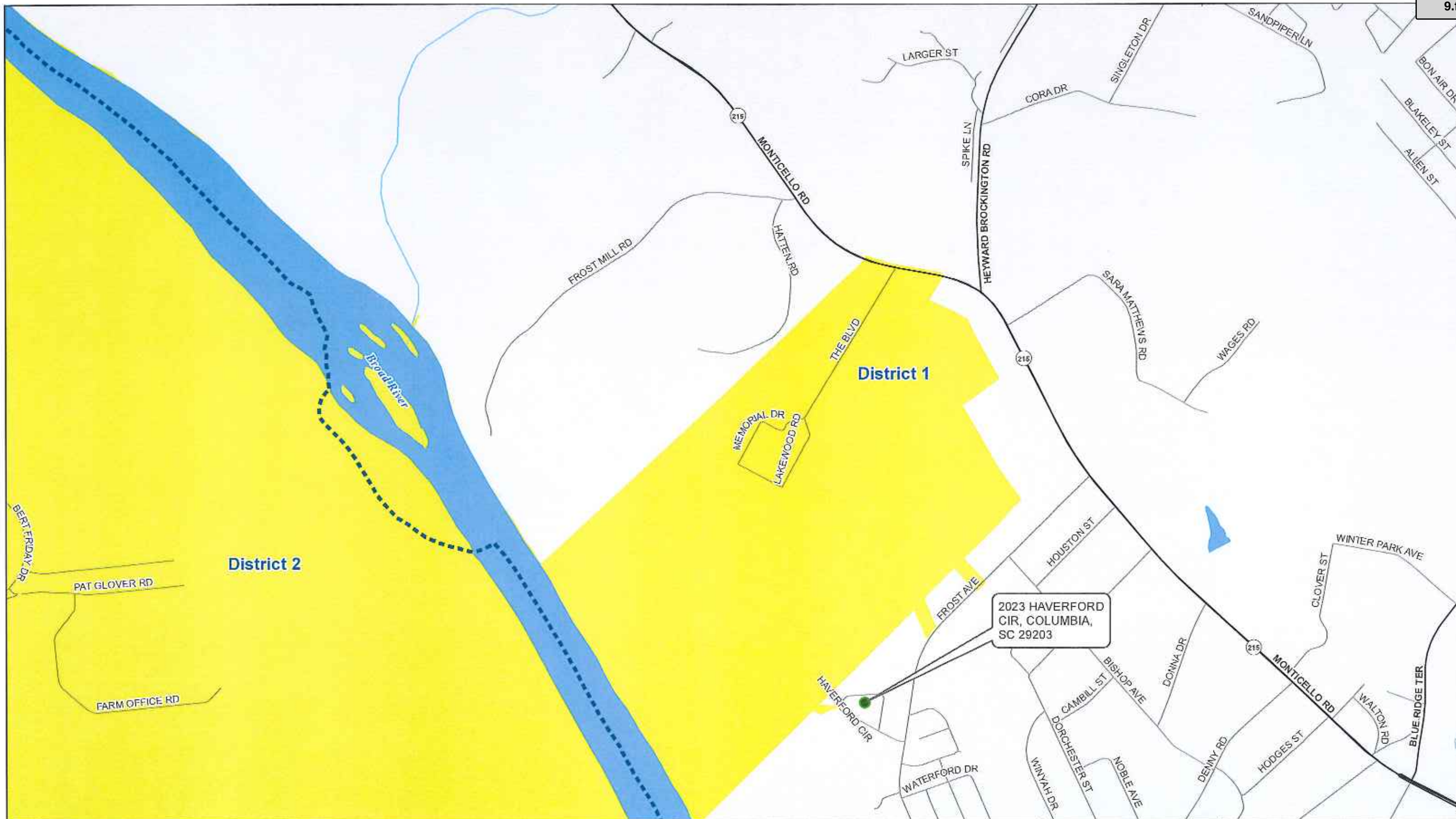
- District 1
- District 2
- District 3
- District 4



1 inch = 1,000 feet
0 250 500 1,000 Feet

WM4535
City Wide Water Main
Repairs for Water
Maintenance (East)

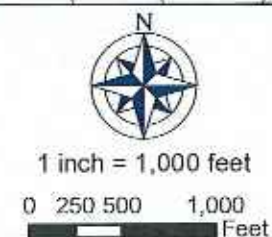
Page 1
Prepared For: Columbia Water



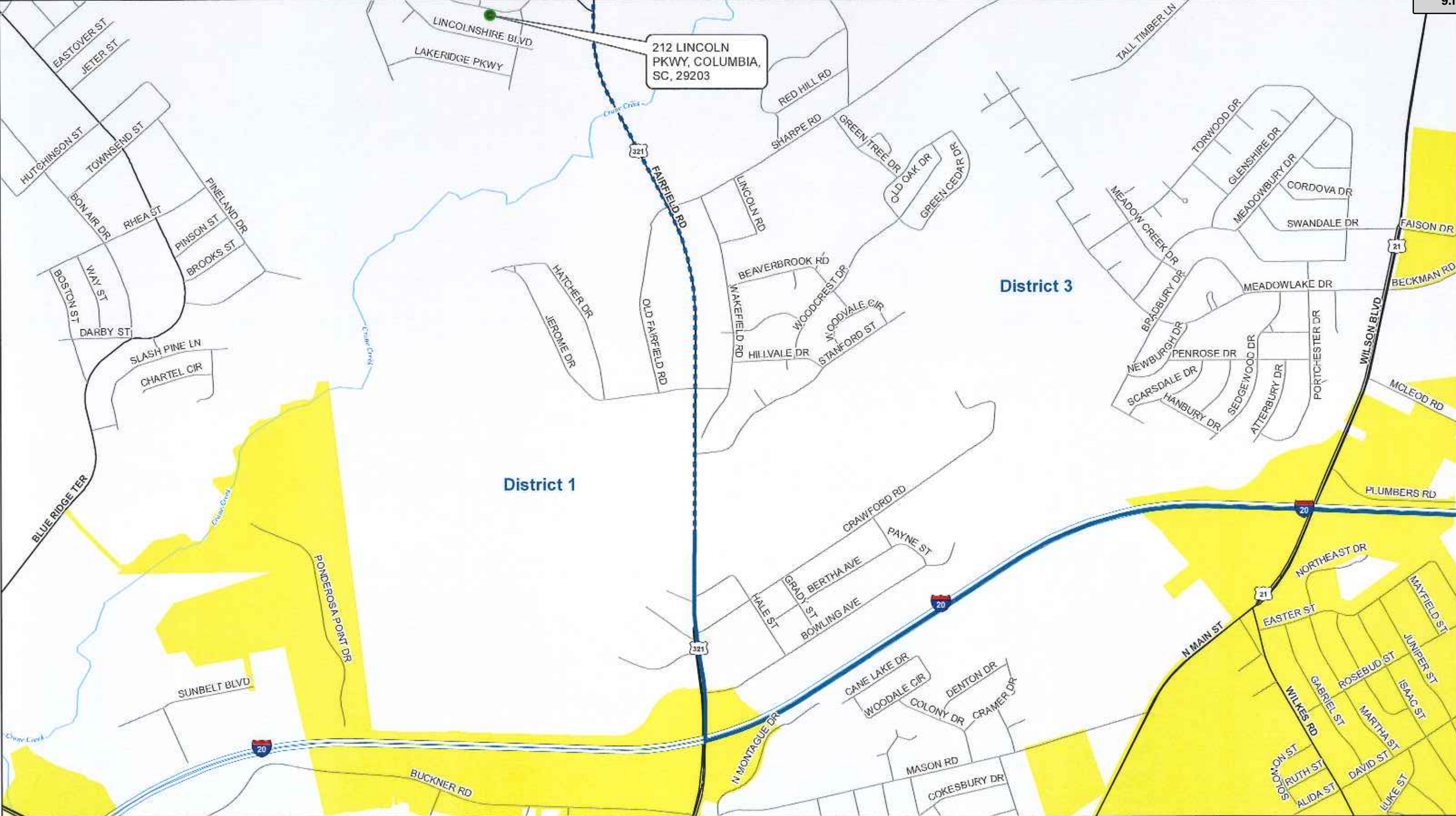
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- Locations with No Work Completed

- Locations with Repair Complete and Restoration Needed
- Water Operational Area

- District 1
- District 2
- District 3
- District 4



WM4535
City Wide Water Main Repairs for Water Maintenance (East)
Page 2
Prepared For: Columbia Water



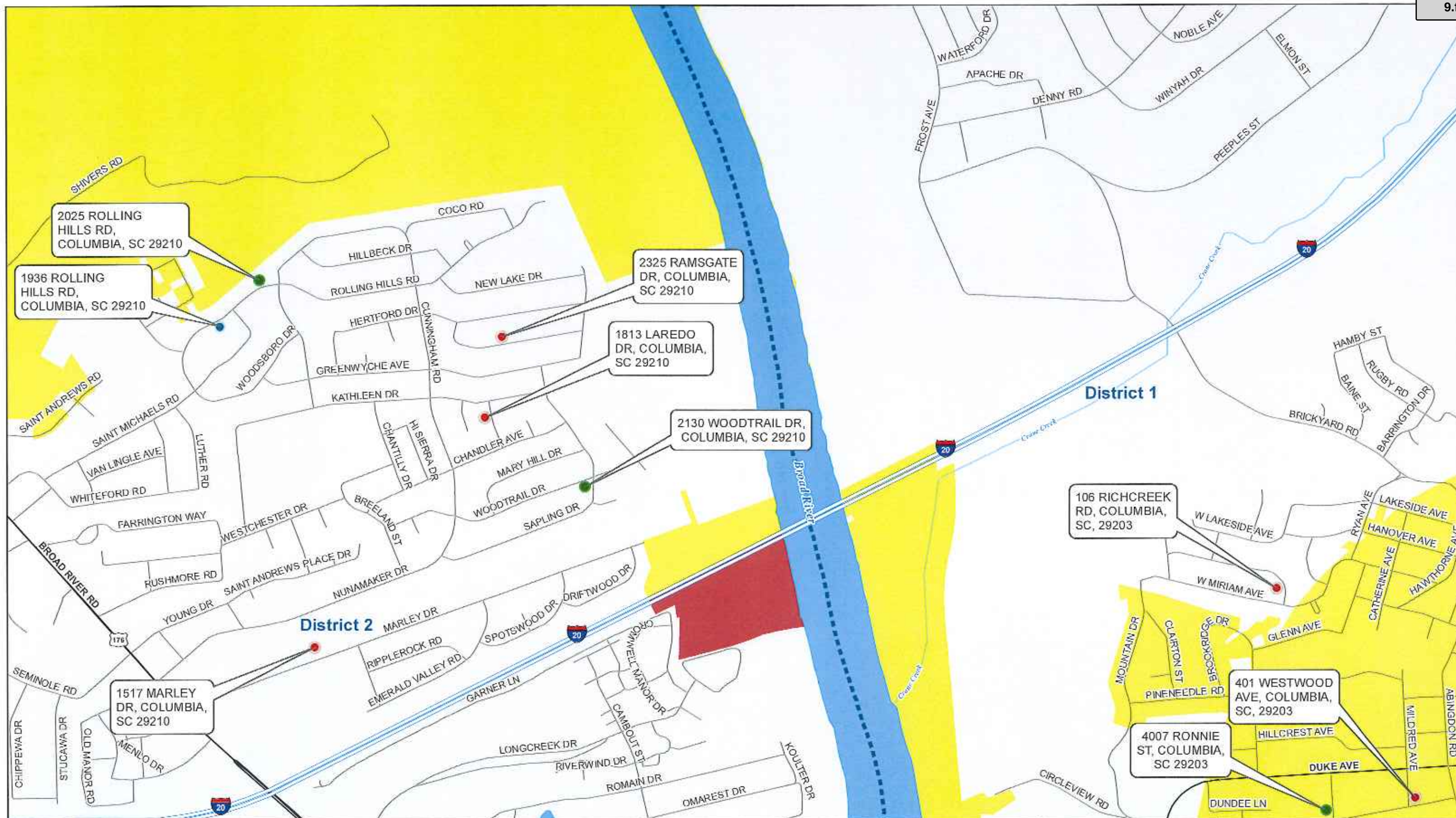
- New Confirmed Locations
- Locations with No Work Completed

- Locations with Repair Complete and Restoration Needed
- Water Operational Area

- District 1
- District 2
- District 3
- District 4



WM4535
City Wide Water Main
Repairs for Water
Maintenance (East)
Page 3
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- New Confirmed Locations
- Locations with No Work Completed

-  Locations with Repair Complete and Restoration Needed
 Water Operational Area

-  District 1
  District 3
-  District 2
  District 4



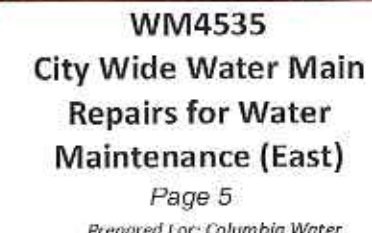
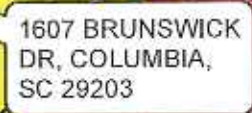
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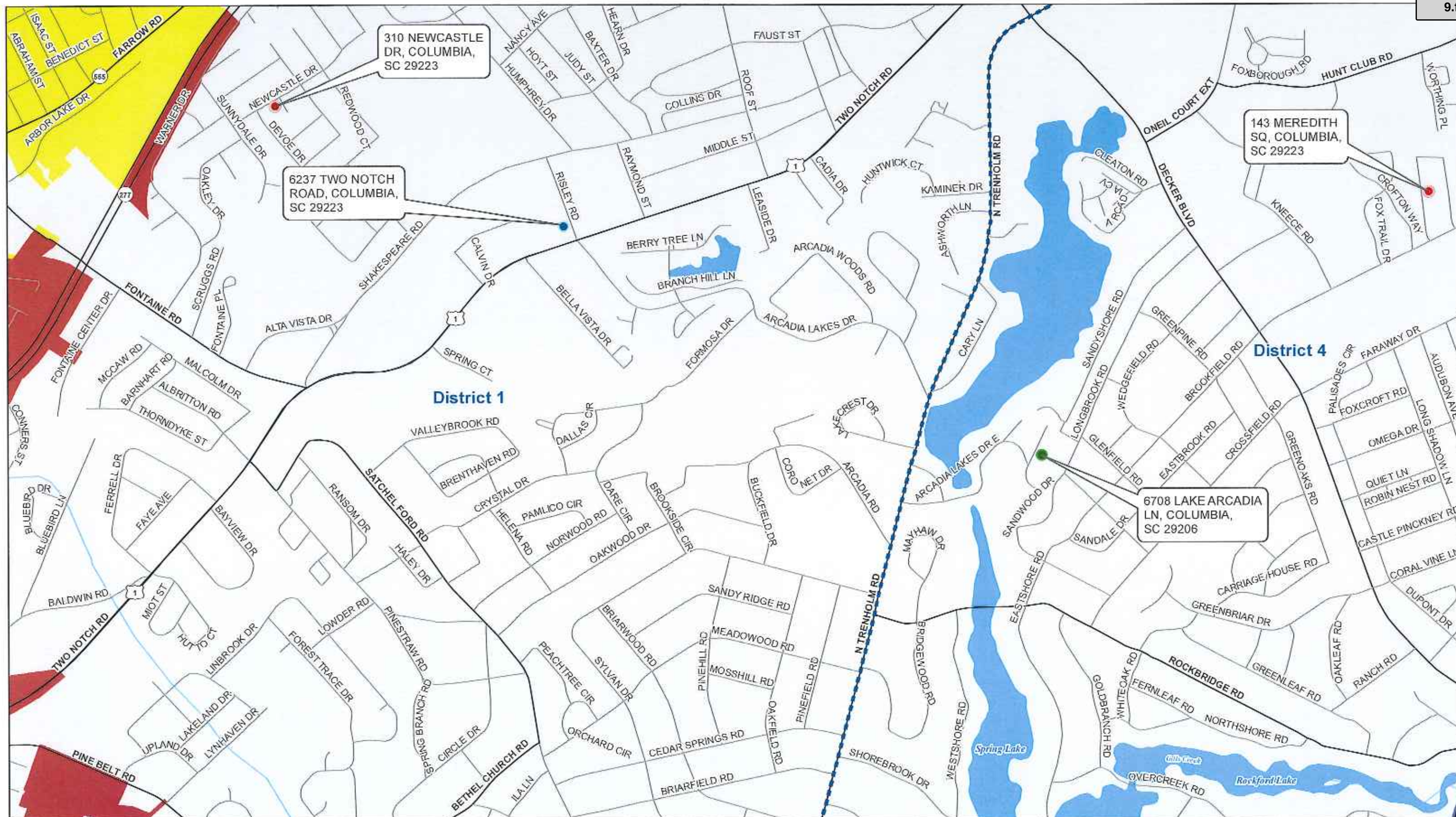
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WM4535
City Wide Water Main
Repairs for Water
Maintenance (East)

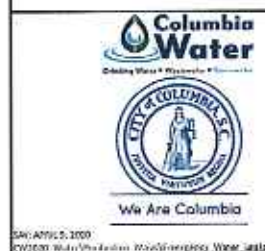
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Prepared For: Columbia Water





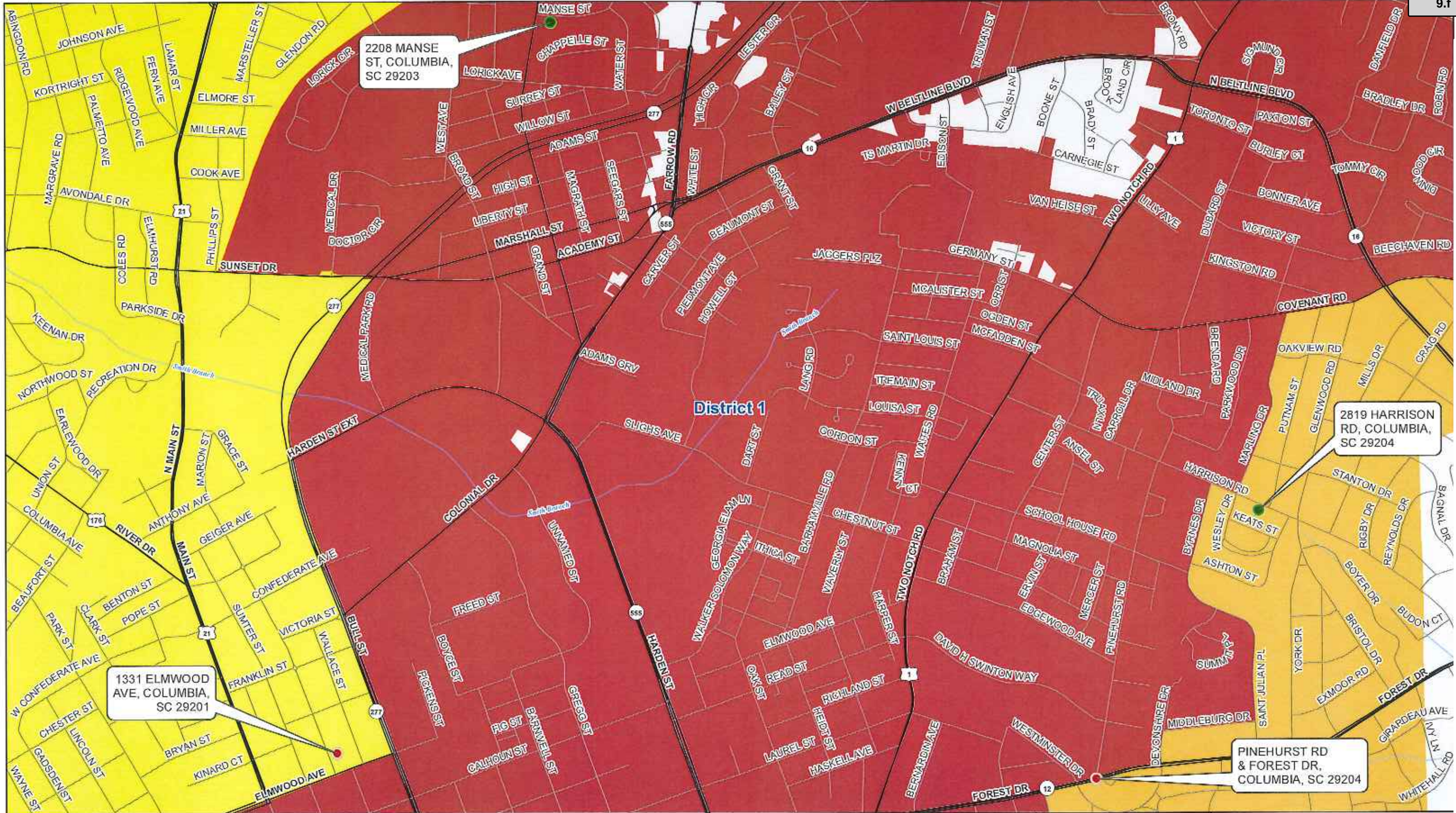
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-  Locations with Repair Complete and Restoration Needed
 Water Operational Area

-

Page 7
Prepared For: Columbia Water





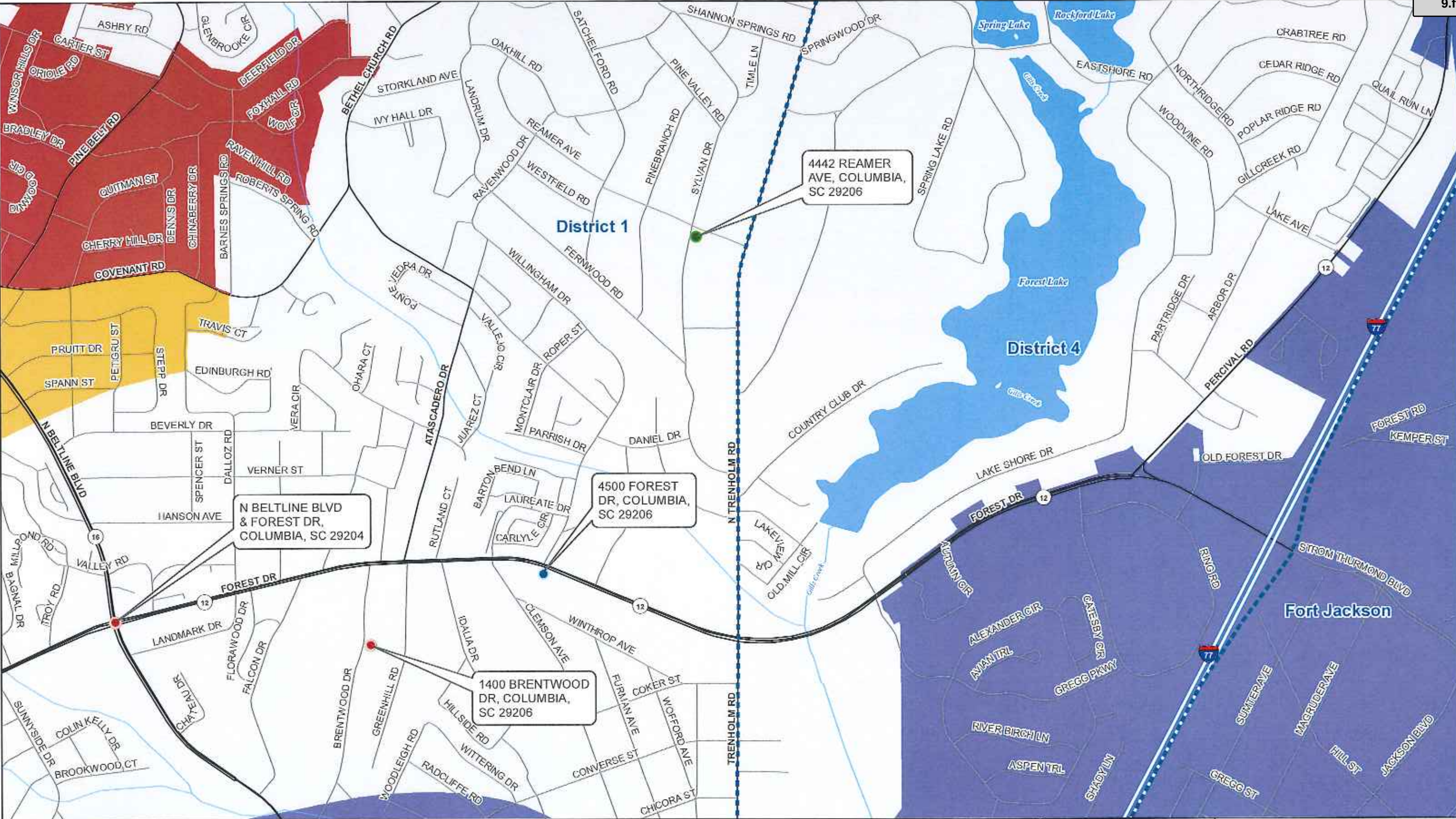
WM4535
City Wide Water Main
Repairs for Water
Maintenance (East)
Page 8
Prepared For: Columbia Water

● New Confirmed Locations
● Locations with Repair Complete and Restoration Needed
● Locations with No Work Completed
□ Water Operational Area

District 1
District 2
District 3
District 4

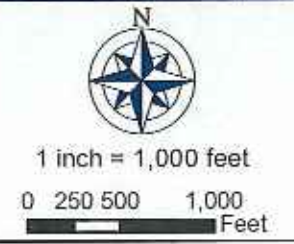


1 inch = 1,000 feet
0 250 500 1,000 Feet



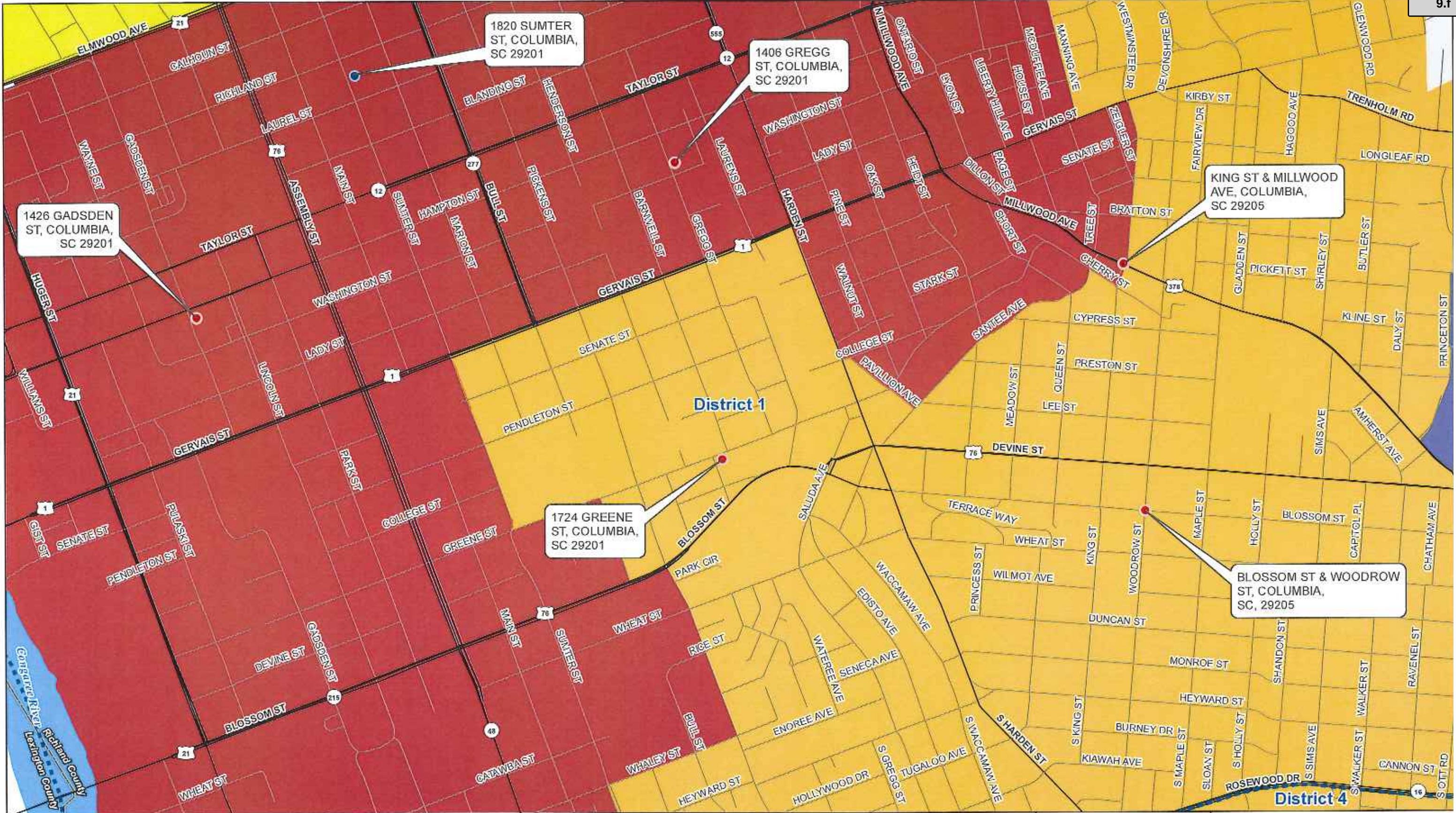
- New Confirmed Locations
- Locations with Repair Complete and Restoration Needed
- Locations with No Work Completed
- Water Operational Area

- District 1
- District 2
- District 3
- District 4



WM4535
City Wide Water Main Repairs for Water Maintenance (East)
Page 9
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Attachment: Site Maps (6118 : Citywide Water Main Repairs for Water Maintenance WM4535)





WM4535
City Wide Water Main Repairs for Water Maintenance (East)
Page 10
Prepared For: Columbia Water

● New Confirmed Locations

● Locations with Repair Complete and Restoration Needed

● Locations with No Work Completed

Water Operational Area

District 1

District 2

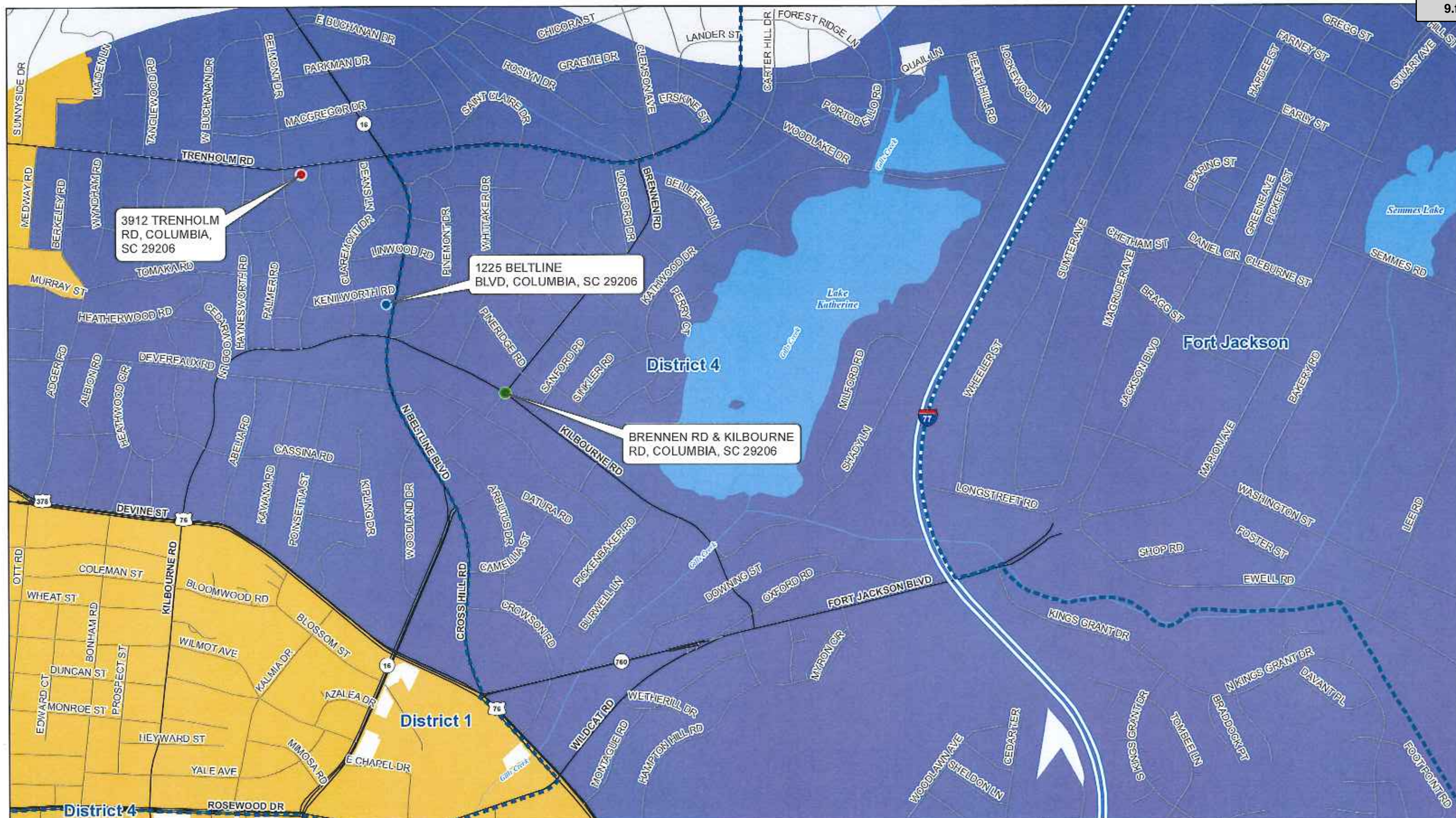
District 3

District 4



1 inch = 1,000 feet

0 250 500 1,000 Feet



  04/ APR 13, 2017 Citywide Watermain Repairs for Water Maintenance	● New Confirmed Locations ● Locations with No Work Completed ● Locations with Repair Complete and Restoration Needed Water Operational Area	<table border="0"> <tr> <td> District 1</td> <td> District 3</td> </tr> <tr> <td> District 2</td> <td> District 4</td> </tr> </table>	 District 1	 District 3	 District 2	 District 4	 1 inch = 1,000 feet 0 250 500 1,000 Feet	WM4535 City Wide Water Main Repairs for Water Maintenance (East) Page 11 Prepared For: Columbia Water
 District 1	 District 3							
 District 2	 District 4							



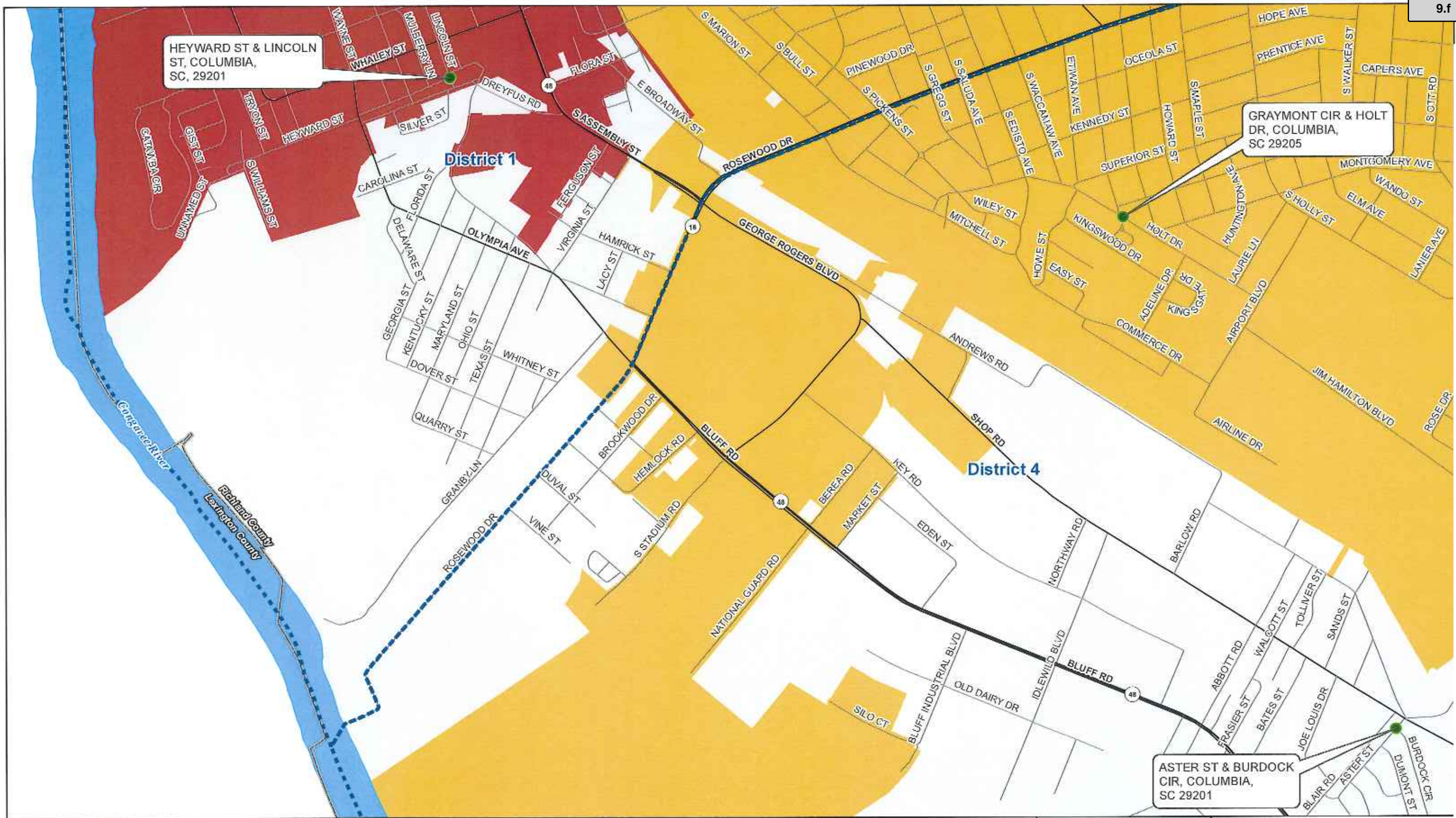
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- Locations with No Work Completed

- Locations with Repair Complete and Restoration Needed
- Water Operational Area

- District 1
- District 2
- District 3
- District 4



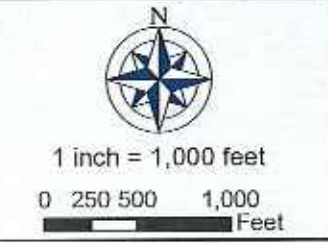
WM4535
City Wide Water Main Repairs for Water Maintenance (East)
 Page 12
 Prepared For: Columbia Water



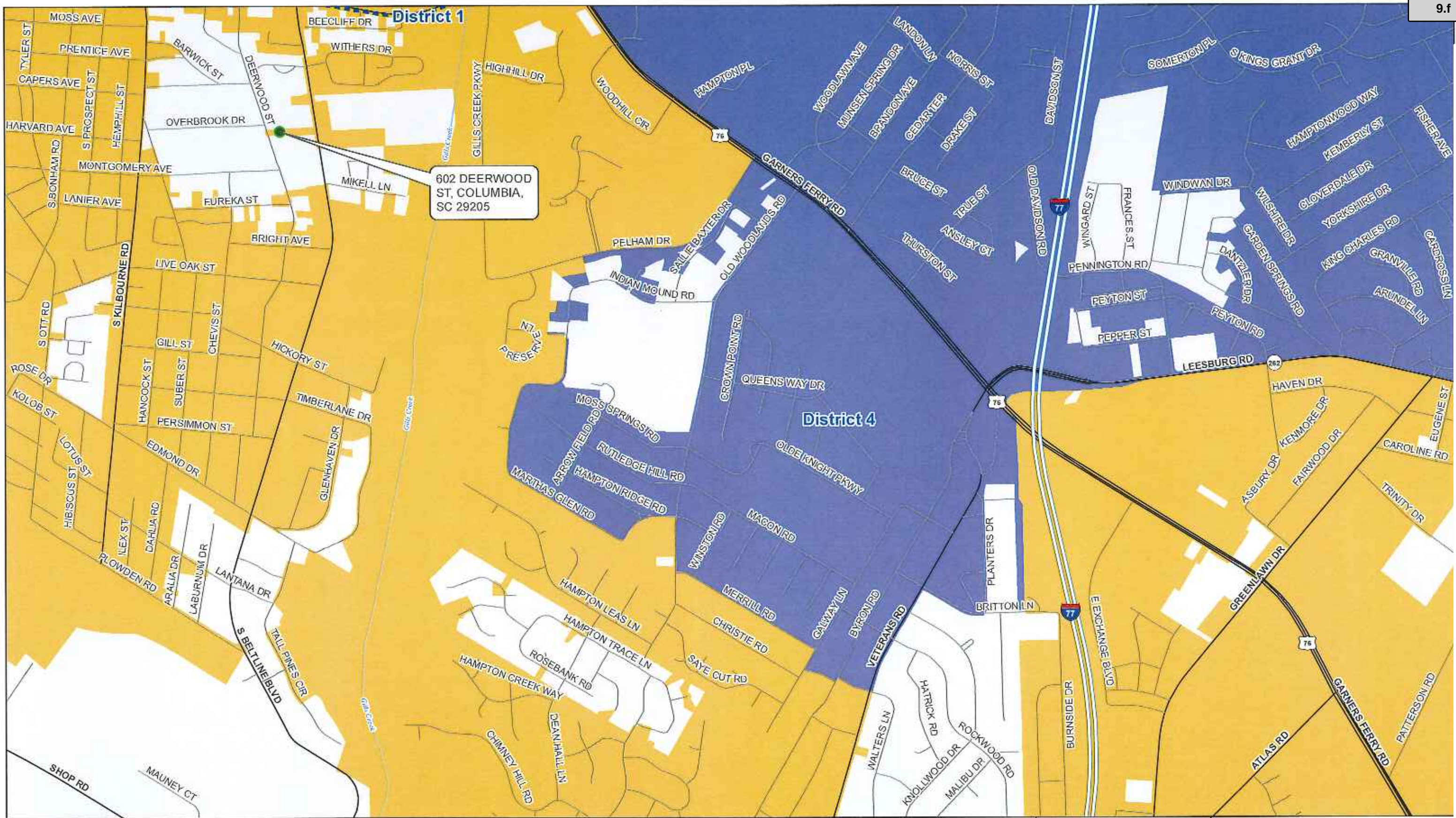
- New Confirmed Locations
- Locations with No Work Completed

- Locations with Repair Complete and Restoration Needed
- Water Operational Area

- District 1
- District 2
- District 3
- District 4



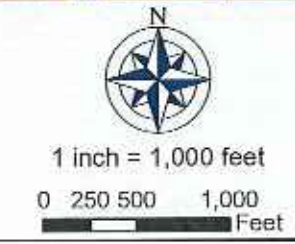
WM4535
City Wide Water Main Repairs for Water Maintenance (East)
Page 13
Prepared For: Columbia Water



- New Confirmed Locations
- Locations with No Work Completed

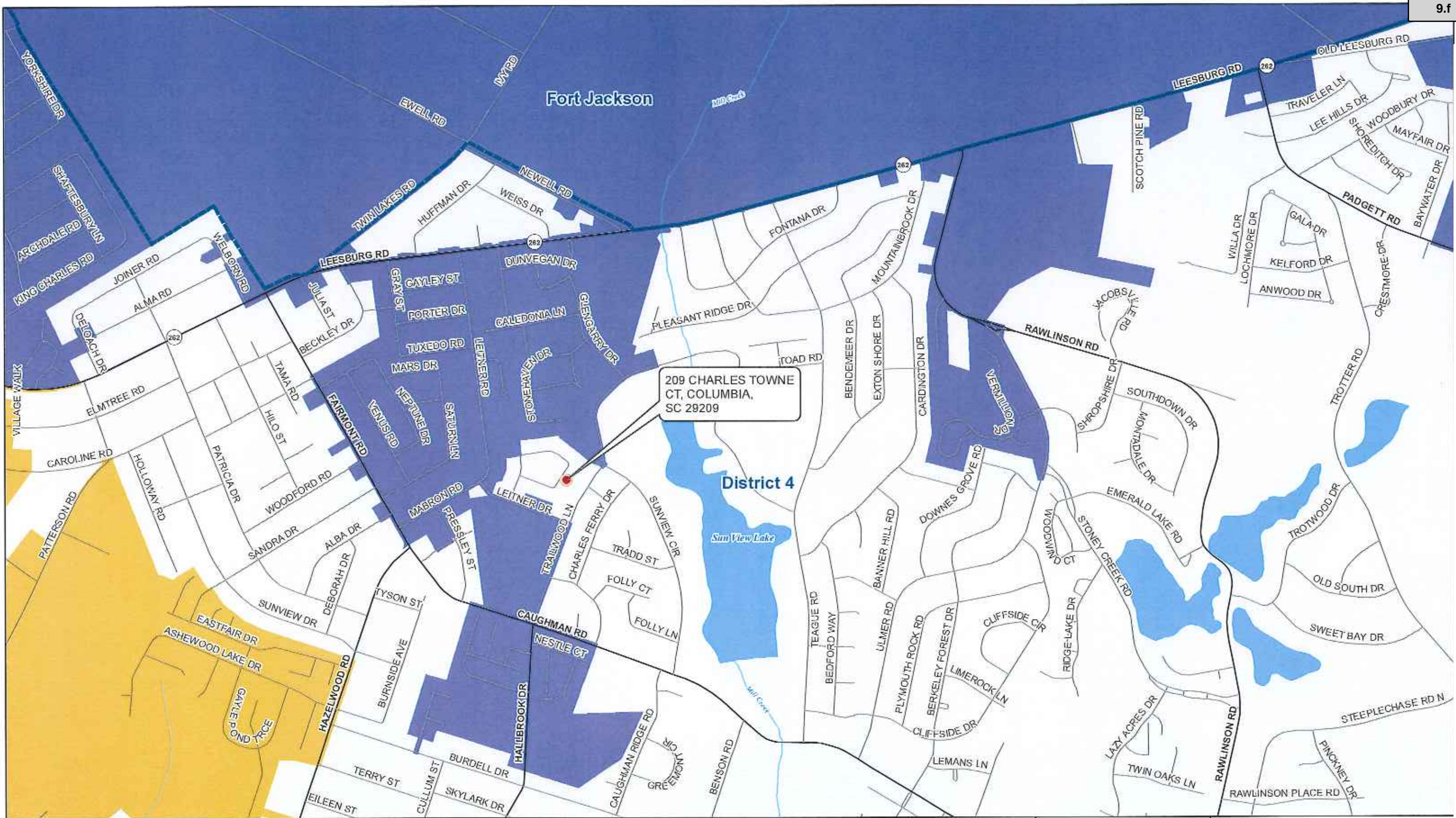
- Locations with Repair Complete and Restoration Needed
- Water Operational Area

- District 1
- District 2
- District 3
- District 4



WM4535
City Wide Water Main Repairs for Water Maintenance (East)
Page 14
Prepared For: Columbia Water

Attachment: Site Maps (6118 : Citywide Water Main Repairs for Water Maintenance WM4535)



- New Confirmed Locations
- Locations with No Work Completed

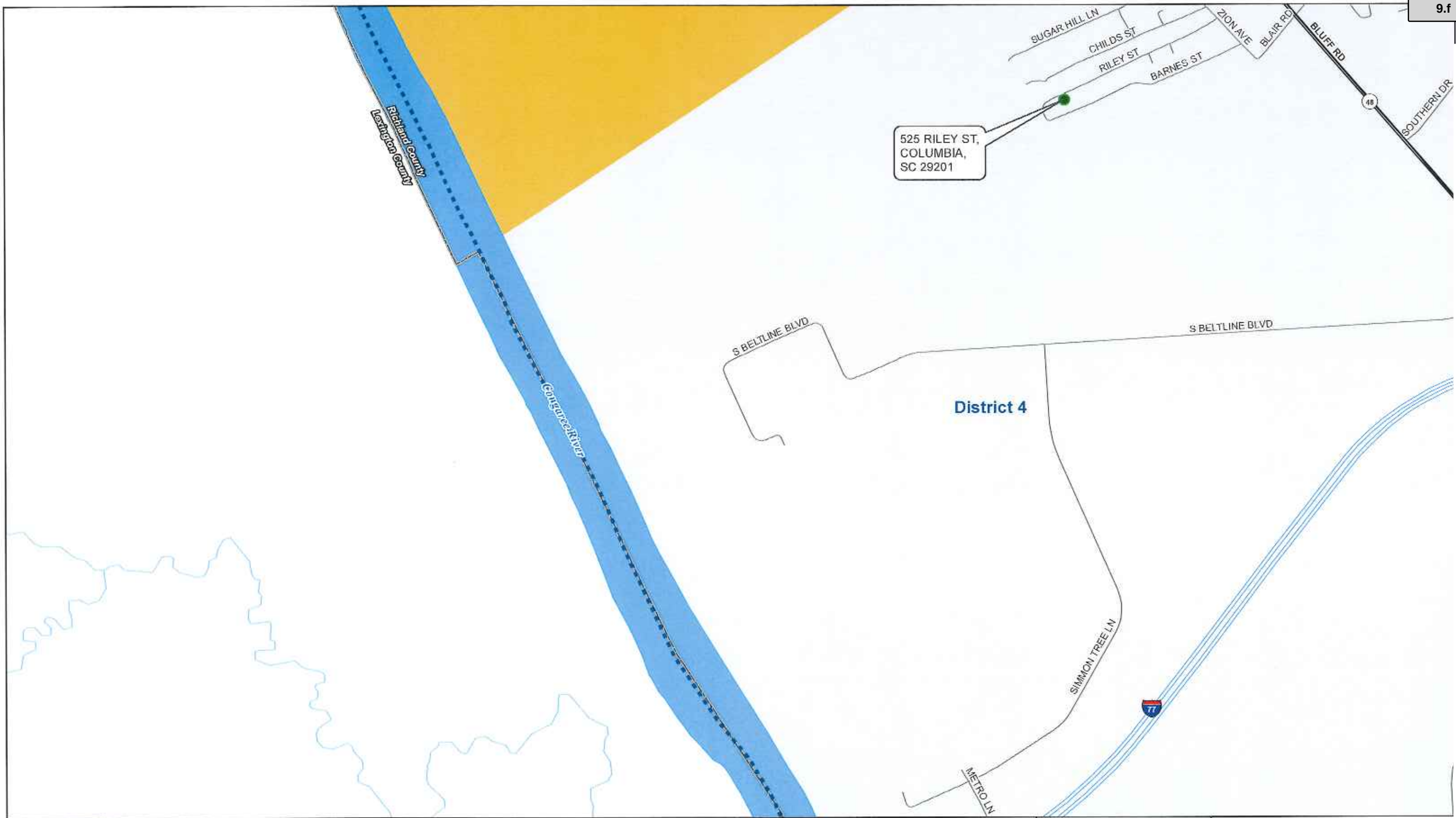
- Locations with Repair Complete and Restoration Needed
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- District 1
- District 2
- District 3
- District 4



WM4535
City Wide Water Main
Repairs for Water
Maintenance (East)
Page 15
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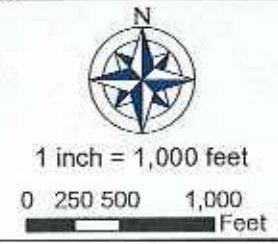
Attachment: Site Maps (6118 : Citywide Water Main Repairs for Water Maintenance WM4535)



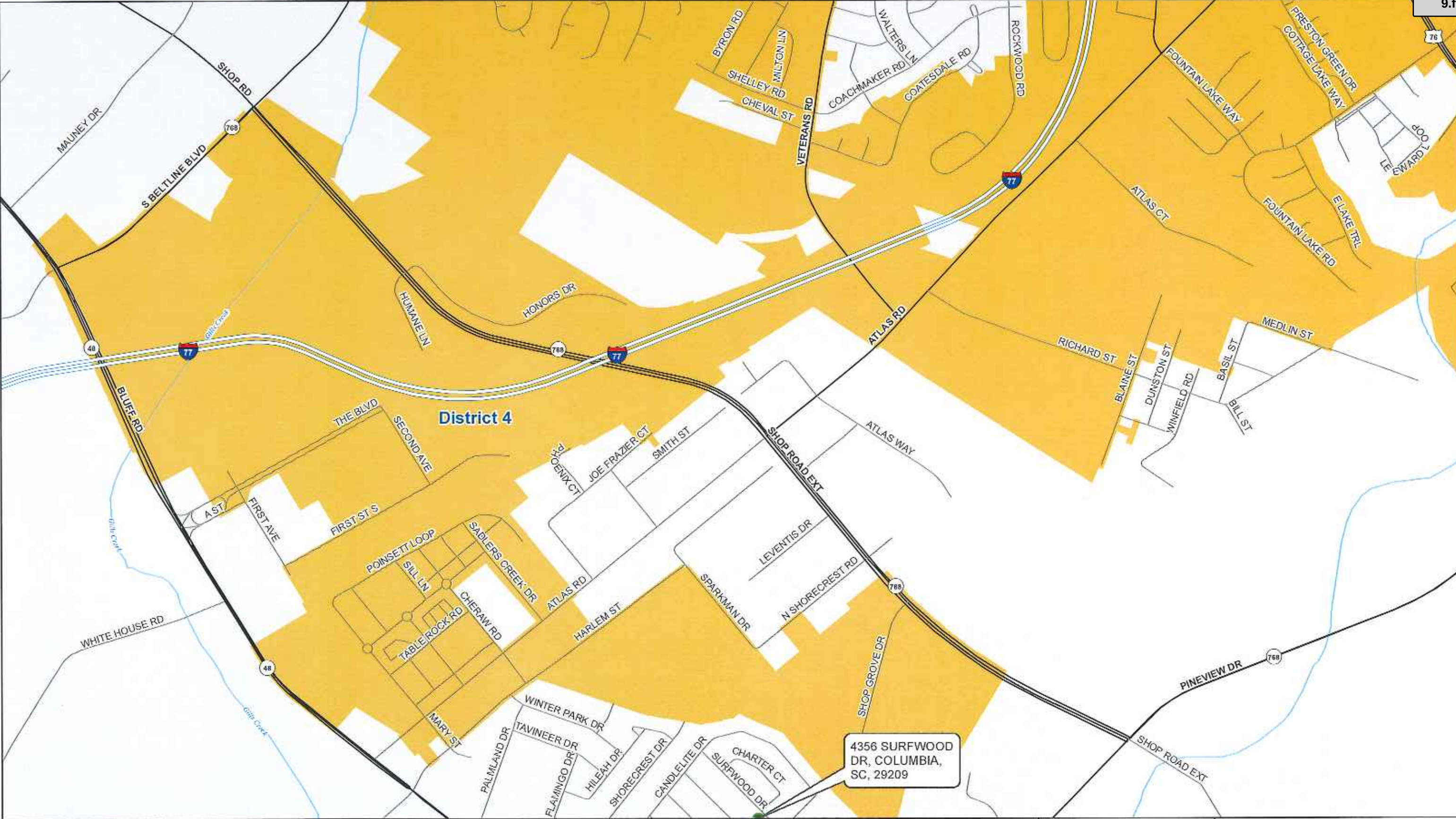
- New Confirmed Locations
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- Water Operational Area

- District 1
- District 2
- District 3
- District 4



WM4535
City Wide Water Main
Repairs for Water
Maintenance (East)
Page 16
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SAI APP 8.2019
COLUMBIA WATER

- New Confirmed Locations
- Locations with No Work Completed
- Locations with Repair Complete and Restoration Needed
- Water Operational Area

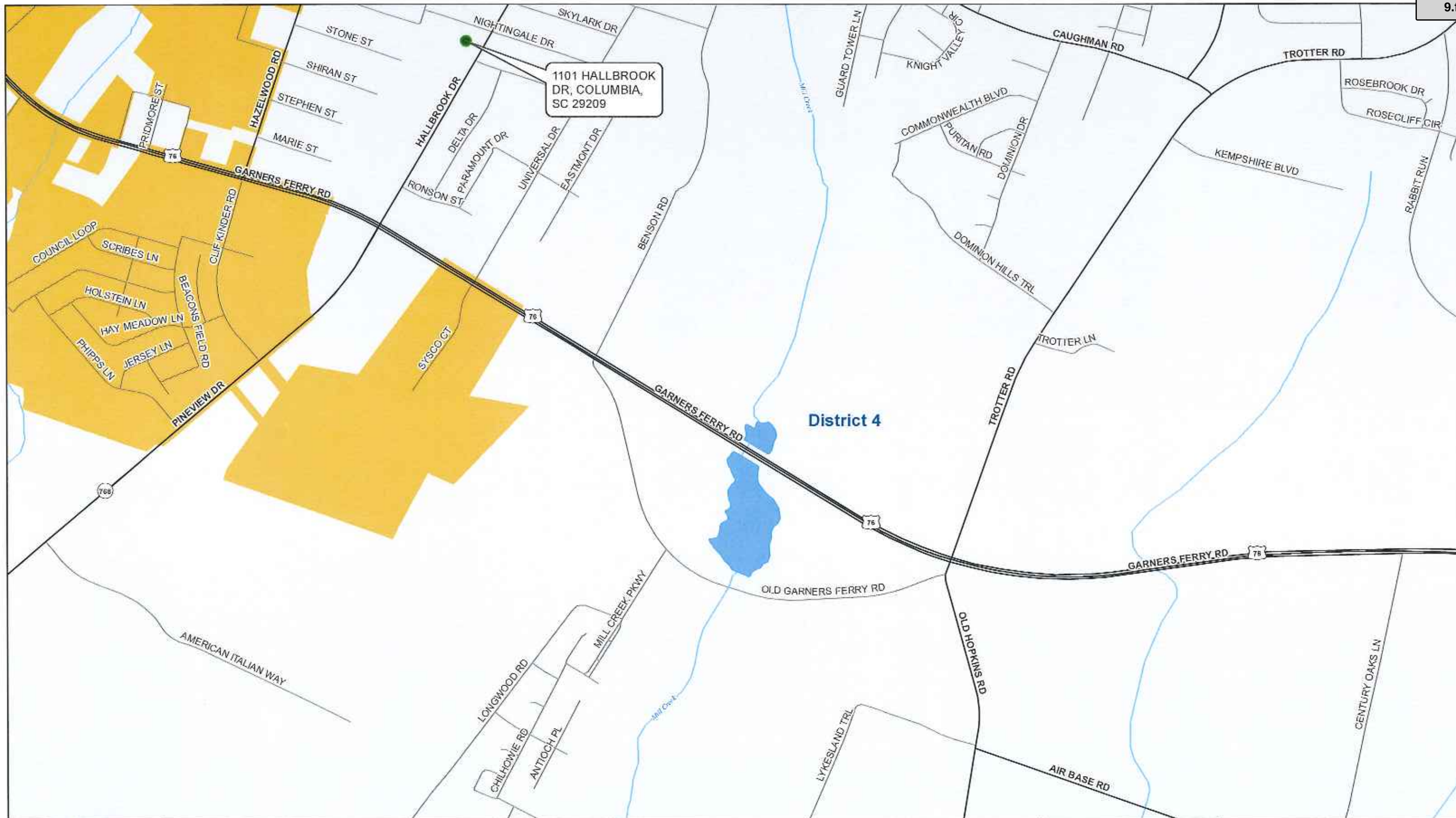
District 1	District 3
District 2	District 4



1 inch = 1,000 feet

0 250 500 1,000 Feet

WM4535
City Wide Water Main Repairs for Water Maintenance (East)
Page 17
Prepared For: Columbia Water



Attachment: Site Maps (6118 : Citywide Water Main Repairs for Water Maintenance WM4535)

Columbia Water Serving South Carolina's Capital City City of Columbia SOUTH CAROLINA We Are Columbia © 2018 City of Columbia. All rights reserved.	● New Confirmed Locations ● Locations with No Work Completed	● Locations with Repair Complete and Restoration Needed Water Operational Area	<table border="0"> <tr> <td> District 1</td> <td> District 3</td> </tr> <tr> <td> District 2</td> <td> District 4</td> </tr> </table>	 District 1	 District 3	 District 2	 District 4	1 inch = 1,000 feet 0 250 500 1,000 Feet	WM4535 City Wide Water Main Repairs for Water Maintenance (East) Page 18 Prepared For: Columbia Water
 District 1	 District 3								
 District 2	 District 4								



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Badger AMI Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in an amount not to exceed \$609,163.20. This vendor is located in Milwaukee, WI.

REQUISITION NO.: R205837

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution & Maintenance- Meters, Parts, and Supplies; (5516203-625600). The original budgeted amount is \$800,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:

Description	Unit Price	Quantities	Amount
5/8"x 3/4" Model 25 Meters w/ Orion LTE-M Endpoints	\$138.50	3,000	\$415,500.00
1" Model 55 Meters w/ Orion LTE-M Endpoints	\$184.00	80	\$14,720.00
1 1/2" Model 120 Meters w/ Orion LTE-M Endpoints	\$346.00	120	\$41,520.00
2" Model 170 Meters w/ Orion LTE-M Endpoints	\$475.00	100	\$47,500.00
WA-180/4 E-Series	\$1,850.00	8	\$14,800.00
Orion LTE-M Endpoints	\$75.00	400	\$30,000.00
Subtotal			\$564,040.00
Taxes			\$45,123.20
Total including taxes			\$609,163.20

We respectfully request Council's approval for this purchase using the RFP001-18-19-ECM Vendor, Badger Meters. Inc., at the following cost plus sales tax.

ATTACHMENTS:

- Contract Pricing Extension (PDF)
- Meter Costs (PDF)



4545 W Brown Deer Road
 PO Box 245036
 Milwaukee, Wisconsin 53224-9536
 414-355-0400 | 800-876-3837
www.badgermeter.com

July 9, 2019

Carol A Sforza
 Warehouse & Inventory Manager
 City of Columbia
 Wastewater Management
 PO Box 147
 Columbia, SC 29217

**RE: RFP001-18-19-CW-ECM, Advanced Metering Infrastructure
 Contract Pricing Extension**

Dear Ms. Sforza:

Badger Meter, Inc. (Badger Meter) will cordially extend the AMI Contract pricing on all Badger Meter products throughout the contract period from February 25, 2019 until February 28, 2022 to the City of Columbia for purchases made in support of expansion and growth of the City's distribution system. In order to place a purchase order, please work with Santiago Speranza and he will work with our Customer Care Team to fulfill your orders.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 12728 or via email at bids@badgermeter.com. If you would like to place a purchase order, please contact Santiago Speranza at 414-371-5817 or via email at ssperanza@badgermeter.com.

We appreciate the opportunity to support your metering needs.

Sincerely,

BADGER METER, INC.


 Korrine L. Fleming
 Assistant Secretary

Attachment: Contract Pricing Extension (6101 : Purchase of Badger Meters for New Water Accounts)

R 205837

AMI Meters 5/8"x3/4" to 2"	Manu. Desc./Part#	Qtys	Unit Cost	SubTotal	Tax	Total w/ tax
5/8"x3/4" Model 25 Meters w/Orion LTE-M Endpoints	Badger Model 25 AMI	3,000	\$ 138.50	\$ 415,500.00	\$ 33,240.00	\$ 448,740.00
1" Model 55 Meters w/Orion LTE-M Endpoints	Badger Model 55 AMI	80	\$ 184.00	\$ 14,720	\$ 1,177.60	\$ 15,897.60
1 1/2" Model 120 Meters w/Orion LTE-M Endpoints	Badger Model 120 AMI	120	\$ 346.00	\$ 41,520	\$ 3,321.60	\$ 44,841.60
2" Model 170 Meters w/Orion LTE-M Endpoints	Badger Model 170 Ami	100	\$ 475.00	\$ 47,500	\$ 3,800.00	\$ 51,300.00
WA-180/4 E-SERIES	BADGER 4" E-SERIES METER	8	\$ 1,850.00	\$ 14,800.00	\$ 1,184.00	\$ 15,984.00
Orion LTE-M Endpoints If extra are ordered then they go in as a separate Material ID listed to the right	Badger Orion LTE-M Endpoint	400	\$ 75.00	\$ 30,000.00	\$ 2,400.00	\$ 32,400.00
Total				\$ 564,040.00	\$ 45,123.20	\$ 609,163.20

\$ 736,279.20

out of

OK

\$ 930,000

Attachment: Meter Costs (6101 : Purchase of Badger Meters for New Water Accounts)



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project WM3912; Shandon Area Water Improvements, as requested by Columbia Water. Award to Weston & Sampson, Inc. in the amount of \$1,073,935.00. The firm is located in Columbia, SC.

REQUISITION NO.: R192581

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects Shandon Area Water Replacement (5529999-WM391201-658650). The original budget amount is \$1,073,935.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Weston & Sampson, Inc. of Columbia, SC is the Mentor and will provide field surveying, pipeline design, permitting, bidding assistance, and construction administration services at 73.6% (\$790,485.00) of the total contract amount. Carper Civil Consulting, LLC, a Minority Business Enterprise (W) of Columbia, SC, is the Protégé and will provide design permitting and sub consultant management at 20.0% (\$214,990.00) of the total contract amount.

The following sub consultant will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide subsurface utility engineering services at 6.4% (\$68,460.00) of the contract value as a sub consultant for Weston and Sampson (prime).

There were (16) responses to solicitation RFQ001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects, under the Minor category.

The service being provided will encompass the following:

Task 1 - Field Survey

Task 2 - Pipeline Design

Task 3 - Pipeline Permitting

Task 4 - Pipeline Bidding Assistance

Task 5 - Pipeline Construction Administration

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- Final.Agreement.WM3912ShandonAreaWaterSystemImprovements (PDF)
- LocationMap(PDF)

Weston & Sampson Engineers, Inc.
Shandon Area Water Improvements – WM3912



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects, Category II Minor Water Distribution System Project.

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 Weston & Sampson Engineers, Inc., (hereinafter referred to as the "Consultant"), to provide engineering services for the replacement of existing water lines for the Shandon Area.

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

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

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Million, Seventy-Three Thousand, Nine Hundred Thirty-Five Dollars and No/100 (\$1,073,935.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit E hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
 - C. Invoicing Procedure (See Exhibit G)

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

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delay of payment of the invoice.

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

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

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date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

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

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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>26.4</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)– The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20% participation.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party 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

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which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

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

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

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

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)

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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 with the exception of Workers Compensation and Professional Liability*.
- C. Indemnification for General Liability: To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the Consultant agrees to defend, indemnify and hold harmless the City from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the Consultant's performance, acts, errors or omissions under this Agreement.

Indemnification for Professional Liability: With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, to the

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fullest extent permitted by law, the Consultant agrees to indemnify and hold the City harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of services under this Agreement. This indemnification expressly excludes the duty of the Consultant to defend the City. However, the absence of the duty to defend shall not preclude the City from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by the Consultant's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

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

9. PERMITS & LICENSES

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

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Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

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

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

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

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

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which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

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

Weston & Sampson Engineering, Inc.

Name: Tom Keefer
Title: Project Manager
Address: 1201 Main Street Suite 1850
Columbia, SC 29201
Phone: (803) 667-9904 ext. 3503
Fax: N/A
Email: keefert@wseinc.com

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

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the

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- reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.
 - E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

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

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

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

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

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

- I. This Agreement is subject to City Council approval.

- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall incorporate these non-discrimination requirements in all subcontracts for service work.

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Weston & Sampson, Inc.

Print: Name/Title

Signature

Date: _____

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APPROVED AS TO FORM

Legal Department City of Columbia, SC

7/27/20

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Prime Business Information Statement

Exhibit E – Business Information Record for Subconsultants/Subcontractors

Exhibit F – Mentor Protégé Program Implementation Program

Exhibit G – Invoicing Procedures

Exhibit H – Prompt Payment Affidavit

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # WM3912 SHANDON AREA WATER SYSTEM IMPROVEMENTS

PROJECT DESCRIPTION:

This Project consists of the engineering design, bid and award phase services for the WM3912 Shandon Area Water System Improvements and it is comprised of two phases (see attached exhibit in Appendix A).

Shandon Area Water System Improvements for Phase 1 include:

- 24,000 LF of 6" Dia. Pipe
- 11,800 LF of 8" Dia. Pipe
- 6,900 LF of 12" Dia. Pipe

Shandon Area Water System Improvements for Phase 2 include:

- 29,500 LF of 6" Dia. Pipe
- 11,300 LF of 8" Dia. Pipe
- 2,400 LF of 12" Dia. Pipe
- 1,700 LF of 16" Dia. Pipe

TASK 1- FIELD SURVEY:

- A. The scope of our basic services shall include the following:
1. Establish a Survey Control Network referenced to the South Carolina State Plane Coordinate System (NAD 83-2011) and NAVD 88 Vertical Datum.
 2. Provide topographic survey along the pipeline route shown on Exhibits in Appendix A excluding the areas previously surveyed and noted on the exhibits. Along all roadways the survey limits will extend from right-of-way to right-of-way. The Location of the following features will be survey and mapped both horizontally and vertically (where appropriate) along the routes, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, roadways, curb and gutter, ditches, swales, paved areas, sidewalks, signage (street name, traffic, etc.); buildings, canopies, decks, steps, signs, mailboxes, columns, walls, fences, guard rails, utility poles, guy wires (w/connection of overhead power lines to adjacent poles), overhead utility lines, valves, meters, utility pedestals and trees (w/type identified); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); all trees

of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or natural feature.

3. Property lines and R/W – Perform minimal research at the Richland County Court House and on the SCDOT plans on-line website to identify the location of the road rights-of-way. Field locate property corners as required to establish the location of the existing road rights-of-way. Adjacent parcel/property lines will be established utilizing information obtained from the Richland County GIS and will be very approximate. TMS Numbers and Property Addresses will be shown on the base map.
4. All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
5. Wetlands - We do not anticipate wetlands assessment/delineation

Phase 1 – \$120,230.00

Phase 2 – \$113,340.00

Lump Sum Fee – \$233,570.00

- B. Subsurface Utility Engineering: ASCE standard Subsurface Utility Engineering Quality Level B. All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, storm water, fiber optics, and telephone service lines. It will be the responsibility of the ENGINEER's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities. The Consultant shall obtain utility records to assist with the incorporation of underground utility locations.

Phase 1 – \$103,389.00

Phase 2 – \$75,306.00

Lump Sum Fee – \$178,698.00

TASK 2: PIPELINE DESIGN

A. Project Administration:

1. Project Kickoff Meeting
2. Preliminary Design
3. Final Survey
4. 30% Submittal
5. 30% Review Meeting
6. 60% Submittal
7. 60% Review Meeting
8. 90% Submittal
9. 90% Review Meeting
10. 100% Submittal
11. Permitting Submittal
12. Bid Set Submittal
13. Bidding
14. Construction Period

B. Preliminary Engineering

Weston & Sampson will review/asses' possible sites where pipeline installation may be beneficial (such as site restoration outside of the roadway versus pavement removal and replacement inside of roadway) making recommendations so that the City may determine the preferred route. The recommendations will be based on minimizing cost to the project, maximizing accessibility to the water main, and minimizing impacts to residents and business owners. Once preferred alignments have been selected, Weston & Sampson will proceed with full design.

C. Final Design

1. Roadway Coordination (City, Town, County, State, Federal)

- CONSULTANT will contact City, County, State and Federal agencies to determine design parameters for construction of the new transmission line within the roadway rights-of-way.
- CONSULTANT will coordinate final design with the requirements of all roadway encroachment permits.

2. Utility Coordination

- CONSULTANT will contact utilities that have existing infrastructure within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the installation of the new watermain adjacent to or cross existing utilities.
- CONSULTANT will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

D. Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed design plans for water main replacement and connections to existing watermain and service lines. Profiles will be completed for 12-inch or larger water main or as deemed necessary for this project.
 - Relevant features impacting construction as located by the survey.
 - Design and construction details. (City details will be incorporated)
 - Traffic control plans.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, CONSULTANT will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.

E. Design Reviews

- CONSULTANT will provide the CITY copies of plans and specifications for the Project for review and approval at the thirty (30%) percent, sixty (60%) percent and ninety (90%) completion milestones. CONSULTANT will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, CONSULTANT will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, CONSULTANT will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.
- Provide the CITY copies of one hundred (100%) percent design plans and specifications for comment prior to bidding.

F. Opinion of Probable Construction Cost and Schedule

- CONSULTANT will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 30-60-, 90- and 100-percent plan reviews. Since CONSULTANT has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

H. Public Outreach

CONSULTANT will provide public relations for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the design phase of the project. CONSULTANT shall attend, two public meeting for each phase (Columbia Water Quarterly Drop-In) that will occur at approximately the 90 percent design milestone. CONSULTANT shall prepare design technical documents and materials for the meeting, including draft design plans. CONSULTANT shall also have a computer with data accessible to show project area mapping, photos, etc. of the project area and will show the information upon request at the meeting.

- CONSULTANT will use the CITY customer database to notify customers in the area by mailers to inform them of the type of work being conducted and who to contact with questions or concerns.
- CONSULTANT will prepare all displays and handouts needed for the meeting(s).

Phase 1 – \$208,985.00

Phase 2 – \$198,245.00

Lump Sum Fee – \$407,230.00

TASK 3: PIPELINE PERMITTING

A. Regulatory Agency Coordination

- CONSULTANT will contact City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- CONSULTANT will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control – Construction Permit Application
 - Richland County – Linear project land disturbance submittal
 - South Carolina Department of Transportation – Encroachment Permit
 - City of Columbia–Encroachment Permit

B. Permit Application Fees

All fees required by regulatory authorities have been excluded and are assumed to be paid for by the City.

Phase 1 – \$16,025.00

Phase 2 – \$16,025.00

Lump Sum Fee – \$32,050.00

TASK 4: PIPELINE BIDDING ASSISTANCE

A. Bidding Assistance

- CONSULTANT will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids

B. Award Recommendation

- CONSULTANT will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

C. Conformed Documents

- CONSULTANT will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The CONSULTANT will provide the City and Contractor each (3) hard copy sets and (1) digital set (in PDF format) of the Conformed Documents.

Phase 1 – \$17,740.00

Phase 2 – \$17,740.00

Lump Sum Fee – \$35,480.00

TASK 5: PIPELINE CONSTRUCTION ADMINISTRATION

The duration of Construction Phase Services for Phase 1 will be eighteen (18) months. The duration of Construction Phase Services and fees associated with Phase 2 will be determined on a later date. The costs associated with Phase 1 will be based on the attached hourly rate schedule.

A. Construction Overview – (Phase 1 Only)

This service shall include as follows: conduct pre-construction and monthly construction progress meetings, change order review and recommendations, pay request review and approvals, answer RFI's, resolve field issues that may arise during construction, submittals to SCDHEC to obtain permits to operate for multiple sections of the water main and preparation of record drawings using survey information provided by the contractor's surveyor.

Hourly Rate Fee (NTE) – \$114,590.00

B. Construction Observation – (Phase 1 Only)

Weston & Sampson will provide part-time construction observation during the duration of the construction associated with the new water mains. One inspector shall be assigned to the project for an average of 8 hours per week and have authority to act on behalf of the City of Columbia.

Hourly Rate Fee (NTE) – \$71,990.00

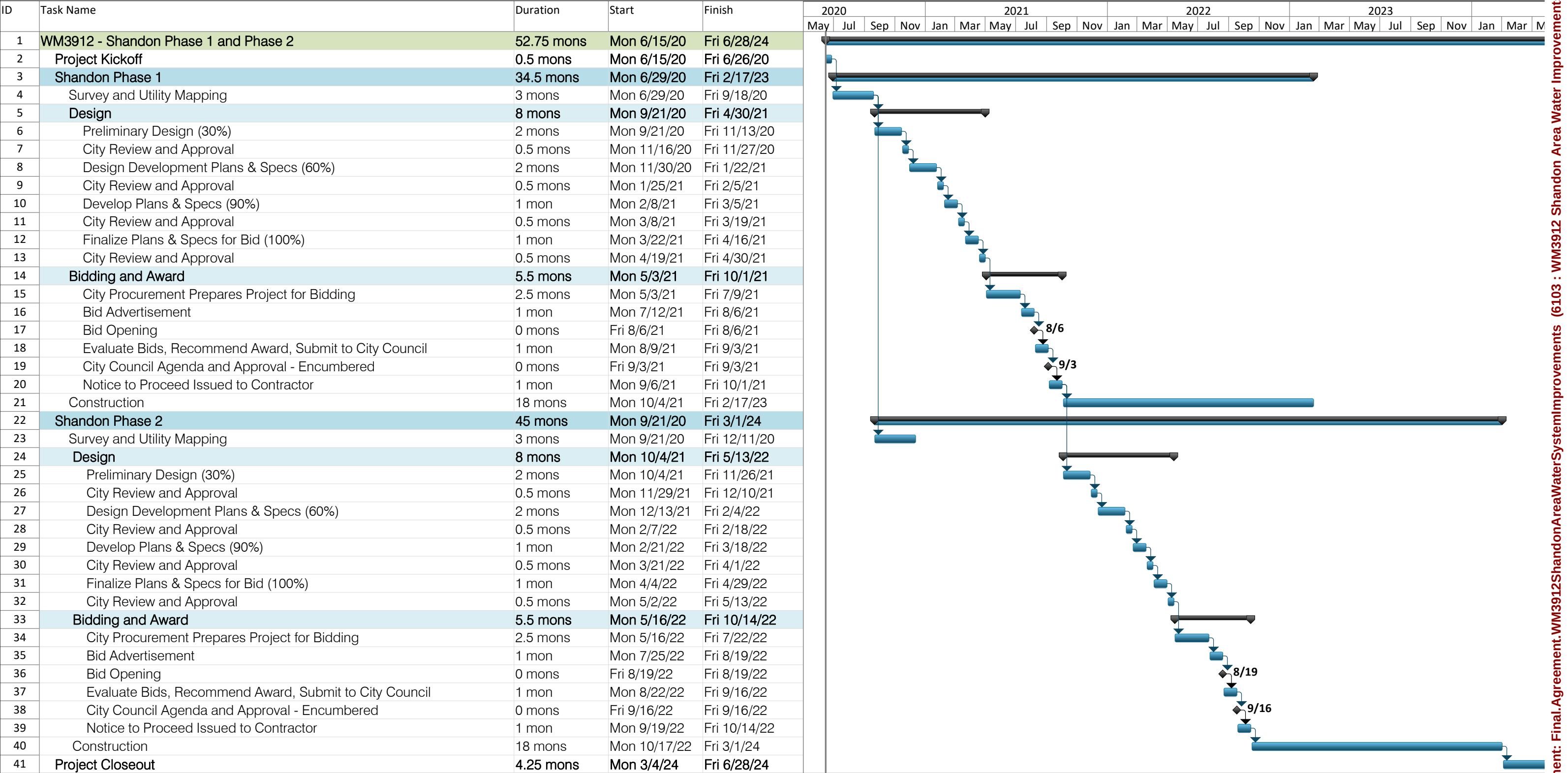
Service Not Included in This Scope:

We do not anticipate that the following services will be necessary and are thereby excluded from this proposal:

1. Archaeological and Endangered Species Investigations
2. Property/Easement Acquisition Related Services – Legal Description
3. Environmental Site Assessments
4. Geotechnical Investigation
5. Advertisement of project for bids
6. Publishing and distribution of Bid Documents



EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES



Attachment: Final.Agreement.WM3912ShandonAreaWaterSystemImprovements (6103 : WM3912 Shandon Area Water Improvements)

EXHIBIT C
COMPENSATION SUMMARY
City of Columbia
CIP # WM3912
SHANDON AREA WATER IMPROVEMENTS

Compensation for services provided under Tasks 1 through 5 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$1,073,935.00.

An estimated breakdown of the fee is shown in the following table:

Task	Phase	Description	Weston & Sampson (Mentor) Amount	Carper Civil Consulting (Protégé) Amount	Civil Engineering Construction Services (Subconsultant) Amount	Total New Contract Amount
1	1	Field Survey	\$ 129,629.00	\$ 93,990.00	\$ -	\$ 223,619.00
	2		\$ 120,186.00	\$ -	\$ 68,460.00	\$ 188,646.00
2	1	Pipeline Design	\$ 154,315.00	\$ 55,000.00	\$ -	\$ 209,315.00
	2		\$ 146,245.00	\$ 52,000.00	\$ -	\$ 198,245.00
3	1	Pipeline Permitting	\$ 9,025.00	\$ 7,000.00	\$ -	\$ 16,025.00
	2		\$ 9,025.00	\$ 7,000.00	\$ -	\$ 16,025.00
4	1	Pipeline Bidding Assistance	\$ 17,740.00	\$ -	\$ -	\$ 17,740.00
	2		\$ 17,740.00	\$ -	\$ -	\$ 17,740.00
5	1	Construction Overview	\$ 114,590.00	\$ -	\$ -	\$ 114,590.00
	1	Construction Observation	\$ 71,990.00	\$ -	\$ -	\$ 71,990.00
Total of Contract			\$ 790,485.00	\$ 214,990.00	\$ 68,460.00	\$ 1,073,935.00
Percentage of Contract			73.61%	20.02%	6.37%	100%

EXHIBIT D -PRIME BUSINESS INFORMATION STATEMENT

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

Offeror/Respondent's Business Name: Weston & Sampson

Headquarters Address: 55 Walkers Brook Drive, Suite 100
Reading, MA 01867

Local Office Address, if applicable: 1201 Main Street, Suite 300
Columbia, SC 29201

Phone No.: 803.667.9904 Fax No.: 978.977.0100

Email address: HornerR@wseinc.com, SmithA@wseinc.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 04-2601194

DUNS Number: 049433352

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

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

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes ☐ or No ☒

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

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

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

Name/Title: Robert Horner, Vice President

Phone Number: 843-881-9804 ext. 3401

Form Completed by:


 Authorized Signature

May 21, 2020

Date

Exhibit E -Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
Carper Civil Consulting	V015981	Design, Permitting, Sub Management	\$214,990.00	20.02%	WBE	FB
Civil Engineering Consulting Services	V013460	SUE	\$68,460.00	6.37%	WBE	FB
				%		
				%		
				%		
				%		

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 \$ \$283,450.00

TOTAL CONTRACT AMOUNT: \$ \$1,073,935.00

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

Business Name: Weston & Sampson

Representative Name/Title: Tom Keefer/Office/Project Manager

Date: May 21, 2020

Attachment: Final Agreement.WM3912ShandonAreaWaterSystemImprovements (6103 : WM3912 Shandon Area Water Improvements)

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Carper Civil Consulting

Company Name

1201 Main St, Suite 930, Columbia, SC 29201

Physical Address

1201 Main St, Suite 930, Columbia, SC 29201

Mailing Address

Columbia/SC 29201

City/State Zip Code + 4

(843) 566-2317

Phone number

()

Fax number

Lauren Carper

Primary Contact Name

Jeff Carper

Secondary Contact Name

lauren@carpercivilconsulting.com

Primary Contact Email Address

jeff@carpercivilconsulting.com

Secondary Contact Email Address

82-2062965

Federal ID #

V015981

Vendor #

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

Civil Engineering Consulting Services

Company Name

2000 Park Street

Physical Address

2000 Park Street

Mailing Address

Columbia/SC 29201

City/State Zip Code + 4

(803) 779-0311

Phone number

()

Fax number

Cathy Raad

Primary Contact Name

Theresa Hodge

Secondary Contact Name

raadck@cecsinc.com

Primary Contact Email Address

hodgeth@cecsinc.com

Secondary Contact Email Address

57-0980593

Federal ID #

V013460

Vendor #



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 4/14/2020 Project Number: WM3912
Mentor: Weston & Sampson Engineers, Inc. Project Name: Shandon Area Water Improv.
Protégé: Carper Civil Consulting, LLC Duration of the Project: 53 months
Project Contract Amount: \$1,073,935.00 Protégé Amount: \$214,990.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles and informal teaming arrangements.

Carper Civil Consulting (CCC) has a Master Services Agreement with Weston & Sampson (WSE). The Agreement describes the terms of payment, costs for services, and outlines the method for delivering task orders. The Shandon Area Water Improvements project will be a specific task order under the Agreement. The Task Order will specify the tasks, schedule, and fee.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

Project Tasks have been allocated to support participation to meet utilization goals. WSE will utilize CCC as an extension of staff and will provide the same daily support, communication, training, work planning, and weekly safety training to ensure successful completion. WSE and CCC will work together closely on all aspects where service is provided through a Work Order for the project. WSE will also work with CCC to implement a QA/QC Program to ensure that all work is accurate and verified. This will continue to build CCC's confidence with the City of Columbia and lead to additional opportunities. +

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

WSE will provide assistance in best practices in engineering, permitting, and inspection services, along with the availability to use and be trained on new equipment and technology. WSE will provide assistance with project management, scheduling, and technical training in order to continue to aid in the development of CCC's business. Opportunities for growth will be explored through assisting with business development practices.



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Phone: 803-545-3049 Fax: 803-545-4130

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.*

Mentor:

Tom Keefer - Project Manager and other key staff at Weston & Sampson (WSE)

Protégé:

Lauren Carper - Principal of Carper Civil Consulting (CCC) and other employees as future needs arise

Subcontractors:

Civil Engineering Construction Services

Special Arrangements:

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Field survey, pipeline design, permitting, bidding assistance, construction administration

b. Description of Protégé's responsibilities on project:

Manage subconsultant, plans and profiles, permitting

c. Description of responsibilities that will be completed as a team:

Project Management, Engineering Design, Permitting Services

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Survey - 6 months, Design - 16 months, Permitting - 6 months, Bidding and Award - 11 months, Construction - 18 months

Protégé will be utilized in: Survey, Design, and Permitting phases.



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7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Weekly project status meetings and monthly progress meetings and reporting.

8. What are the team's specific, quantitative goals and milestones for the current project?

To complete project tasks on schedule and within budget.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Kick off meeting, weekly project status meetings, monthly progress meetings, and complete reports.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

CCC will submit a monthly invoice to WSE. WSE will include the invoice on their next monthly invoice to the City. CCC will be paid within 10 business days of City payment to WSE.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Civil Engineer Consulting Services	803.779.0311	2000 Park Street Columbia, SC 29201	CCC and WSE	\$68,460	WBE	6.37%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$214,990.00
 Percentage of Contract: 20.02% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Weston & Sampson (Mentor Firm) this 4th day of April, 2020.
Corporate SEAL

By: Tom Keefer
Title: Office/Project Manager

ATTEST:
By: Rachel M. Uetrecht
Title: Engineer II



EXECUTED by Carper Civil Consult. (Protégé Firm) this 4th day of April, 2020.
Corporate SEAL
By: Lauren Carper
Title: Principal

Digitally signed by Lauren Carper
DN: cn=US, o=Lauren@carpercivilconsulting.com, ou=Carper Civil Consulting, cn=Lauren Carper
Location: Charleston, SC
Reason: I attest to the accuracy and integrity of this document
Date: 2020.04.16 09:44:33 -0400

ATTEST:
By: Jeff Carper
Title: Vice President

Digitally signed by Jeffrey Carper
DN: cn=US, o=Jeff@carpercivilconsulting.com, ou=Carper Civil Consulting, cn=Jeffrey Carper
Location: Charleston, SC
Reason: I attest to the accuracy and integrity of this document
Date: 2020.04.16 09:45:45 -0400



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 11th day of May, 2020.

By: Juliet M. Nelly
Title: Compliance Program Administrator

Exhibit G - Invoicing Procedure

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match the descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchase is required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with appropriate documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT H - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Project Manager may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Project Manager.

Attach a copy of the written approval from the City of Columbia.

Company Name

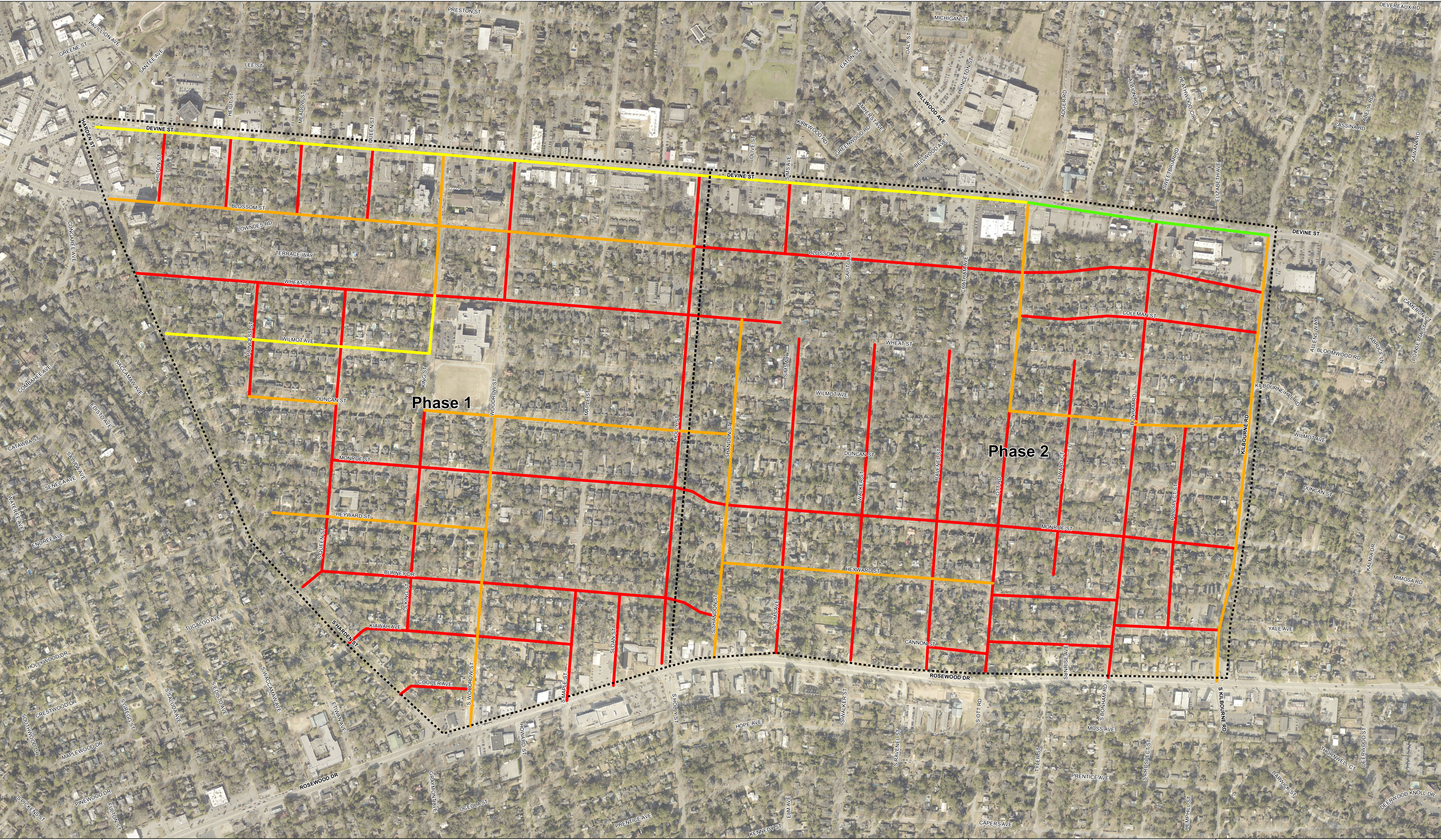
Signature

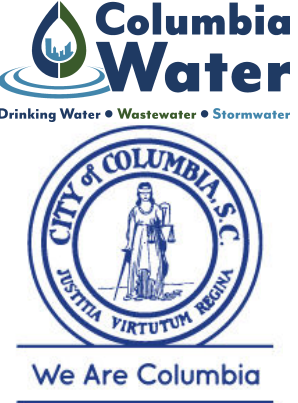
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20 ____.

Notary Public

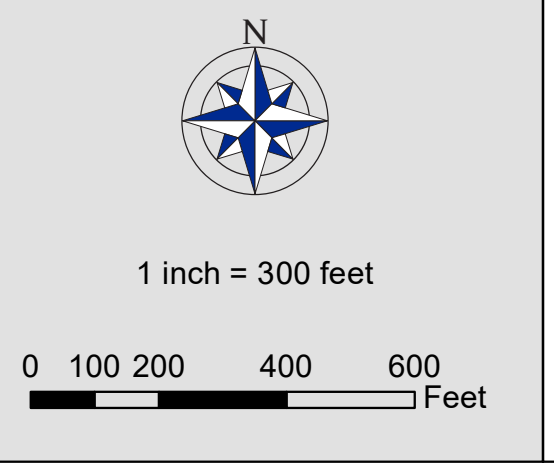
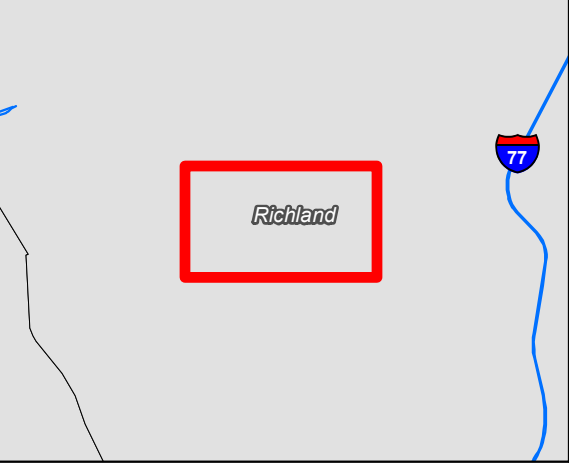




Drinking Water • Wastewater • Stormwater

We Are Columbia

6" Water Main 8" Water Main 12" Water Main 16" Water Main Phase Boundary



WM3912
Shandon Area Water
System Improvements

Prepared For: Columbia Water



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Final Renewal and Extension and FY2020-21 Staffing and Services Plan for the Disaster Recovery Program Management Contract, as requested by the Budget and Program Management Office. Award to Landmark Consulting, LLC, a Minority Business Enterprise in the amount of \$2,528,421.80. This firm is located in Columbia, SC.

REQUISITION NO.: R206897

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Flood Recovery 2531116 and will be charged to each grant according to the services provided. The original budgeted amount is \$2,528,421.80.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We are requesting City Council approval of Final Renewal for CDBG-DR Services and Extension of Term for Disaster Recovery Program Management Services with Landmark Consulting, LLC. Staff has negotiated a combined services fee not to exceed \$2,528,421.79 for the specified needs included in the agreement for the final renewal year through December 31, 2020 and the first year of the extended contract period of January 1, 2021 through December 31, 2021.

CDBG-DR Services through December 31, 2020	\$1,327,523.54
Disaster Recovery Services through December 31, 2020	<u>\$ 605,017.25</u>
	\$1,932,540.79
Disaster Recovery Services January 1, 2021 to December 31, 2020	<u>\$ 595,881.00</u>
Total	\$2,528,421.79

Landmark's staffing plan and associated costs are attached. Funding for this contract as allowed primarily through the FEMA Public Assistance Program, CDBG-DR (through December 31, 2020) and FEMA Hazard Mitigation Grant Program. This contract is charged to account 2531116 and multiple grant accounts according to the services provided for each program.

The staffing plan is focused on support for the continuation of the FEMA Public Assistance (FEMA PA) reimbursement process related to repairs to City infrastructure; the Hazard Grant Mitigation Program (HGMP) to include Flood Property Acquisition Program and mitigation measures for city infrastructure and the continuation of the CDBG-DR Action Plan. All the services associated with this agreement include: Disaster Recovery Project Management, Post Disaster Consulting/Grants, Management and Administration, HUD Community Development Block Grant - Disaster Recovery Management Support, FEMA 404 and 406 Hazard Mitigation Expertise, Financial and Grant Management Support, Data Management and Reporting Support, Disaster Recovery Engineering Related Services Support, and Disaster Recovery Procurement and Contracts Support Services. Other than the Canal, FEMA PA work for repairs to city infrastructure will soon be completed. The remaining tasks will include the grant close out process.

Landmark Consulting, LLC is W/MBE firm headquartered in New Orleans, Louisiana with offices in Columbia, SC.

ATTACHMENTS:

- 2020 Disaster Recovery Program Renewal and 2021 extension - Council memo (PDF)
- 2020-21 Landmark Staffing Plan cover memo (PDF)
- Landmark Final Renewal CDBG-DR and FEMA Extension DRAFT 20200810 (DOCX)



CITY OF COLUMBIA
Budget & Program Management Office
INTEROFFICE MEMORANDUM

TO: Teresa Wilson, City Manager **DATE: 8/14/2020**

FROM: Missy Caughman, Budget & Program Management Director/Flood Recovery *MAC*

RE: Disaster Recovery Program Management Contract Final Renewal and Extension

We are requesting City Council approval of Final Renewal for CDBG-DR Services and Extension of Term for Disaster Recovery Program Management Services with Landmark Consulting, LLC. Staff has negotiated a combined services fee not to exceed \$2,528,421.79 for the specified needs included in the agreement for the final renewal year through December 31, 2020 and the first year of the extended contract period of January 1, 2021 through December 31, 2021.

CDBG-DR Services through December 31, 2020	\$1,327,523.54
Disaster Recovery Services through December 31, 2020	\$ 605,017.25
	<u>\$ 1,932,540.79</u>
Disaster Recovery Services January 1, 2021 to December 31, 2020	\$ 595,881.00
Total	<u>\$2,528,421.79</u>

Landmark's staffing plan and associated costs are attached. Funding for this contract as allowed primarily through the FEMA Public Assistance Program, CDBG-DR (through December 31, 2020) and FEMA Hazard Mitigation Grant Program. This contract is charged to account 2531116 and multiple grant accounts according to the services provided for each program.

The staffing plan is focused on support for the continuation of the FEMA Public Assistance (FEMA PA) reimbursement process related to repairs to City infrastructure; the Hazard Grant Mitigation Program (HGMP) to include Flood Property Acquisition Program and mitigation measures for city infrastructure and the continuation of the CDBG-DR Action Plan. All the services associated with this agreement include: Disaster Recovery Project Management, Post Disaster Consulting/Grants, Management and Administration, HUD Community Development Block Grant – Disaster Recovery Management Support, FEMA 404 and 406 Hazard Mitigation Expertise, Financial and Grant Management Support, Data Management and Reporting Support, Disaster Recovery Engineering Related Services Support, and Disaster Recovery Procurement and Contracts Support Services. Other than the Canal, FEMA PA work for repairs to city infrastructure will soon be completed. The remaining tasks will include the grant close out process.

Landmark Consulting, LLC is W/MBE firm headquartered in New Orleans, Louisiana with offices in Columbia, SC.



Ms. Missy Caughman
City of Columbia
Flood Recovery Manager
1136 Main St., Suite 504
Columbia, SC 29201

RE: Landmark Team Flood Recovery Program 2020-21 Staffing Plan

Dear Ms. Caughman,

I am providing our 2020-21 Staffing Plan for your consideration. This plan identifies the positions, rates, and expenses necessary to continue the City of Columbia Flood Recovery Program beginning January 2020 through December 2021.

Under this plan, the Landmark Team, including our Team Subconsultants, DESA and Plexos Group, will support the City in its continued flood recovery efforts. Specifically, the Landmark Team will continue to provide program management services and implement a permanent repair solution for the Columbia Canal, manage and transition 9 different award allocations under the CDBG-DR Program, implement awards under FEMA's Hazard Mitigation Grant Program, and manage FEMA's Public Assistance grants to the City for flood-related repairs to infrastructure and facilities (coordinate with SCEMD and FEMA to finalize all PWs, seek appropriate reimbursements, continue closeouts of PWs, ensure adequate documentation, etc.)

We look forward to assisting the City in its continued flood recovery efforts in 2020. Please let me know if you need further information about this plan. You can reach me at 504.524.8880 ext. 1000 or through email at keelyt@landmarkconsultingllc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keely C. Thibodeaux".

Keely C. Thibodeaux, AIA, PMP
Principal

Cc: Eric Cassell

**Columbia Staffing Plan 2020 -21
Flood Recovery**

	Role/Position	# positions	Billable Rate
CDBG-DR, FEMA	Program Executive	1	\$ 225.00
CDBG-DR, FEMA	Budget / Reporting	1	\$ 165.00
CDBG-DR, FEMA	Document Control	2	\$ 75.00
CDBG-DR, FEMA	Controls and Reporting	1	\$ 165.00
CDBG-DR	Deputy Program Manager - Compliance	1	\$ 155.00
CDBG-DR	Compliance QA/QC	1	\$ 155.00
FEMA	Compliance Manager II	1	\$ 155.00
FEMA	Sr. Project Manager	1	\$ 175.00
FEMA	Engineering Support	1	\$ 200.00
FEMA	Compliance Manager III	1	\$ 155.00
CDBG-DR	Subject Matter Expert - Policy	1	\$ 160.00
CDBG-DR	Subject Matter Expert - Process and Procedures	1	\$ 115.00
CDBG-DR	Inspector III	1	\$ 120.00
CDBG-DR	Inspector III	2	\$ 115.00
CDBG-DR	Inspector III	1	\$ 125.00
CDBG-DR	Project Coordinator I - CDBG	1	\$ 90.00
CDBG-DR	Environmental QA/QC	1	\$ 115.00
CDBG-DR	Deputy Program Manager - Construction Manager	1	\$ 135.00
CDBG-DR	Case Manager	2	\$ 100.00
Labor Cost			\$ 2,356,033.82
Expense Cost			
	Travel, operating supplies		\$ -
Project contingency			\$ 172,387.98
Total 2020 - 21 Staffing Plan			<u>\$2,528,421.79</u>

**AGREEMENT FOR PROGRAM SERVICES:
FINAL RENEWAL FOR CDBG-DR SERVICES AND EXTENSION OF TERM FOR DISASTER
RECOVERY PROGRAM MANAGEMENT SERVICES**

This Agreement for Program Services: Final Renewal for CDBG-DR Services and Extension of Term for Disaster Recovery Program Management Services is entered into as of the date of the last signature hereto, by and between the City of Columbia, hereinafter referred to as "City", and Landmark Consulting, LLC, hereinafter referred to as "Consultant".

W I T N E S S E T H:

WHEREAS, the City desired to retain services of the Consultant to provide the program management services for the City's disaster recovery program; and,

WHEREAS, the City and Consultant have entered into an Agreement for Program Management Services beginning December 15, 2015 for a period of three (3) years, and have exercised the first renewal option and amended the agreement seven times, all of which are incorporated into this agreement; and,

WHEREAS, the City and Consultant mutually desire to further renew and amend said agreement.

NOW, THEREFORE

IT IS HEREBY AGREED, for and in consideration which is hereby acknowledged, the Agreement is renewed for the period of September 1, 2020 through December 31, 2020, and shall be the Second Renewal Option term and shall be the Final Renewal for the Community Development Block Grant Disaster Recovery (CDBG-DR) portion of the Agreement. The term from December 16, 2018 through August 31, 2020, including all amendments, is hereby deemed to be the First Renewal Option term. Instructions for services to be performed will be issued by the City through specific Task Orders to Consultant.

IT IS FURTHER HEREBY AGREED, the term of the Agreement as to every other program besides CDBG-DR, shall be extended beyond the original Agreement term and the two Renewal Options to allow Consultant to continue progress with the remaining elements of program management services for the City's disaster recovery program. The extended term shall be for two years, beginning January 1, 2021 and lasting through December 31, 2023. The Parties may exercise up to three (3) one year renewal options beginning January 1, 2024.

Except as modified and amended hereby, all the terms, covenants and conditions of said Agreement for Program Services and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Agreement for Program Services: Final Renewal for CDBG-DR Services and Extension of Term for Disaster Recovery Program Management Services. In the event that the language of the Original Agreement or a prior Amendment is contrary to the language of this Agreement for Program Services Final Renewal for CDBG-DR Services and Extension of Term for Disaster Recovery Program Management Services, the language of this document shall control regarding that provision.

IN WITNESS WHEREOF, the parties have caused this Agreement for Program Services: Final
 Renewal for CDBG-DR Services and Extension of Term for Disaster Recovery Program Management
 Services to be executed this day and year last written below.

WITNESSES:

CITY OF COLUMBIA

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

Landmark Consulting, LLC
 BY: _____
 Keely C. Thibodeaux
 ITS: Principal
 Date: _____



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: We respectfully request Council's approval for the issuance of Indefinite Delivery Contracts (IDCs) for Utility Relocation Preliminary Engineering Design Services, as requested by Columbia Water. Award to the following firms in a total amount not to exceed \$3,250,000.00 for the three (3) year contract term expiring on June 30, 2023. We also respectfully request Council's approval for the execution of each project specific work order for preliminary design services to be crafted in a form approved by the City Attorney's Office with the final approval and execution by the City Manager or their authorized designee. Project specific Work Order(s) shall be required, executed and issued for each Utility Relocation project identified and awarded under the approved Indefinite Delivery contract(s). The total amount of each work order shall not exceed \$50,000.00 per Utility Relocation project.

REQUISITION NO.: R206690, R206693, R206694, R206695, R206697, R206699, R206720

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects (5529999-WM335521-658650, and 5529999-SS756401-658650). The original budget amount is \$12,848,340.21. Fiscal Year 2020-2021 amount of \$6,000,000.00 in addition to Fiscal Year 2019-2020 carry over amount of \$6,848,340.21.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Mentor	IDC Not to Exceed Amount through	Protégé Firm & Location (Minimum 20% required)
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	June 30, 2023	
Black & Veatch Corp. <i>Overland Park, KS</i>	\$750,000.00	Civil Engineering Consulting Services - MBE (W), Highfill Infrastructure Engineering <i>Columbia, SC</i>
HDR Engineering, Inc. <i>Columbia, SC</i>	\$750,000.00	Highfill Infrastructure Engineering <i>Columbia, SC</i>
Michael Baker International <i>Moon Township, PA</i>	\$750,000.00	Chao & Associates - MBE, Highfill Infrastructure Engineering <i>Columbia, SC</i>
CDM Smith, Inc. <i>Boston, MA</i>	\$250,000.00	Civil Engineering Consulting Service, Inc. - MBE (W) <i>Columbia, SC</i>
Hazen and Sawyer <i>New York, NY</i>	\$250,000.00	DESA, Inc. - MBE (W) <i>Columbia, SC</i>
Mead and Hunt <i>Middleton, WI</i>	\$250,000.00	Highfill Infrastructure Engineering <i>Columbia, SC</i>
Thomas and Hutton <i>Savannah, GA</i>	\$250,000.00	OLH, Inc.- MBE (W) <i>Columbia, SC</i>

The intent of these projects are to meet the requirements of Act 36 for Utility Relocation and Improvement Services reimbursement. The referenced utility relocation projects are coordinated efforts with the public entities to include, but not be limited to, Lexington County, Richland County, and South Carolina Department of Transportation (SCDOT) in accordance with Act 36.

All projects awarded from RFQ004-19-20-BF will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.

There were (10) responses to solicitation RFQ004-19-20-BF Utility Relocation and Improvement Services

The Department of Procurement and Contracts intend to award Professional Services agreements for the procurement (RFQ004-19-20-BF Utility Relocation and Improvement Services) based on requirements under the awarded contract and in accordance with the City Procurement Policies and Procedures. Professional Services agreements will be issued upon determination of specific projects and firms.

ATTACHMENTS:

- UtilityRelocationProfServicesAgreement.IDC - 20006276(PDF)
- WorkOrder.Template.UtilityRelocation (PDF)
- PrequalifiedConsultant-MPPTeams.UtilityRelocationMT6078.s (PDF)
- A36-R49-S401.Proviso.UtilityRelocation (PDF)



IDEFINITE DELIVERY CONTRACT AGREEMENT FOR UTILITY RELOCATION PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-19-20-BF Utility Relocation & Improvement Services

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and **Name of Firm**, (hereinafter referred to as the Engineer), to provide preliminary initial engineering design consulting support for Utility Relocation and Service Improvement Projects for the City of Columbia, SC.

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

Name of Firm

Name: Name
 Title: Position Title
 Address: Address
 City, State, Zip
 Phone: ###-###-####
 Fax: ###-###-####
 Email: name@____.com

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 Engineer shall attend all required meetings, generate the project(s) final scope of services and additional services as needed prior to the full project agreement being approved by City Council, the City Attorney's Office, with final approval by the City Manager or their authorized designee.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of **Three (3)** years, with the option to renew or continue with work for **two (2)** additional **one**-year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Agreement within the timeframes as mutually agreed upon by all parties.
6. **COMPENSATION** – (See Exhibit A)

- A. Each agreement shall be negotiated separately via individual work orders and, when combined with other engineering 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 Engineer under this Agreement shall not exceed Dollar amount, dollar amount and cents/100 (\$xxx,xxx.xx).

Individual work order compensation to be paid by the City to the Engineer shall not exceed Fifty Thousand (\$50,000.00).

- B. Work Order Administration:

The City will consider the Engineers effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work

Competition will be obtained among the Engineer(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Work orders shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Work task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Work orders shall not be artificially divided to circumvent procurement regulations.

Work order requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Engineers; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of three (3) years with an option to extend two (2) additional one-year period at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the work order.

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

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

D. Invoicing Procedure

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

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

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the 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 Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultant have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineers sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Engineer debarment.

F. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultant 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 Engineer or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Engineer must comply with the affirmative action terms and conditions as outlined herein. The Engineer, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

G. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

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

The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan.

The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per 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 Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Engineer, its Subconsultant, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

- A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.
- B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineer s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.
- C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

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

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

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

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

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

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

- 13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.
- 14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.
- 15. **INDEPENDENT CONTRACTOR** - The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.
- 17. **ASSIGNABILITY/SUBCONTRACTING** - The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultant, as it is for the acts and omissions of persons directly employed by the Engineer.
- 18. **ACCESS TO RECORDS** - The Engineer shall furnish and its Subconsultant shall furnish all information and reports required hereunder.
- 19. **DISPUTE RESOLUTION** - In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer

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

20. **GOVERNING LAW** - This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.
21. **WHOLE AGREEMENT** - This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
22. **AMENDMENTS** - The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Engineer.
23. **BREACH/WAIVER** - The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
24. **SEVERABILITY** - 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.
25. **ETHICS** - The Engineer acknowledges, for itself and its Subconsultant, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

26. **NON-DISCRIMINATION IN CONTRACTING POLICY** - In carrying out services under this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
27. **SUCCESSORSHIP** - 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.
28. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

This Agreement is subject to City Council approval.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

NAME OF FIRM

Print: Name/Title

Signature

Date: _____

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APPROVED AS TO FORM



 Legal Department City of Columbia, SC

8/12/20

List of Exhibits

Exhibit A – Work Order Administration

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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(Name of Consultant)
(CIP Number AND Name of Project)

EXHIBIT A - WORK ORDER FORM FOR PROFESSIONAL ENGINEERING SERVICES

Work Order Number: _____

This Work Order to the Agreement for Engineering Services between the City of Columbia and _____, dated _____ (Agreement) provides for the following Professional Services for the Preliminary Initial Design related to the following Utility Relocation Project:

Project Name:

Scope of Work:

1. The scope of work shall include, at a minimum, attendance at required meetings; review of roadway design documents; development of scope of services for full project design; construction administration; and additional preliminary services as needed to ensure all Act 36 time frames are met prior to the full contract being approved by City Council, the City Attorney's Office, with final approval by the City Manager or their authorized designee.

Compensation:

The Engineer's compensation for the above described services shall be:

On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Attachment XX to the Agreement not to exceed a maximum fee of \$50,000.00.

Summary of Compensation:

Work Order 1 Amended	\$
Work Order 2 Amended	\$
Work Order 3	\$
Work Order 4	<u>\$ 0,000.00</u>
Total Previous Work Orders	\$
 This Work Order 5	 <u>\$.00</u>
Total Approved Compensation to Date:	\$

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

NAME OF FIRM

Print: Name/Title

Signature

Date: _____

Recommended by:

Dana R. Higgins, P.E., LEED AP, Director of Engineering

Date



All projects awarded from RFQ004-19-20-BF will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé. Specific MPP project tasks will be assigned as the Scope of Services are determined upon the initial meeting with South Carolina Department of Transportation (SC DOT).

The following Prequalified Consultants are approved Mentors within the City of Columbia Office of Business Opportunity Mentor Protégé Program and their proposed teams are as follows:

Black and Veatch Corporation has headquarters in Overland Park, KS and a local office in Columbia, SC. Black and Veatch propose utilizing Civil Engineering Consulting Services, Inc., a Disadvantaged Business Entity (DBE), (Woman), headquartered in Columbia, SC, and Highfill Infrastructure Engineering, headquartered in Columbia, SC. The appropriate Protégé will be utilized based on the project division at time of award.

HDR Engineering, Inc. of the Carolinas has headquarters in Columbia, SC. HDR propose utilizing Highfill Infrastructure Engineering as their Protégé. Highfill Infrastructure Engineering, P.C., has headquarters in Cary, North Carolina and a local office in Columbia, SC.

Michael Baker International, Inc. has headquarters in Moon Township, PA and a local office in Columbia, SC. Michael Baker International, Inc. propose utilizing Chao and Associates, a Columbia Disadvantaged Business Enterprise (CDBE), (Minority) headquartered in Columbia, SC, or Highfill Infrastructure Engineering, PC, headquartered in Columbia, SC. The appropriate Protégé will be utilized based on the project division at time of award.

CDM Smith, Inc., has headquarters in Boston, MA and a local office in Columbia, SC. CDM Smith, Inc. propose utilizing Civil Engineering Consulting Service, Inc. (CECS) as their Protégé. CECS, a Disadvantaged Business Enterprise (DBE), (Woman), is headquartered in Columbia, SC.

Hazen and Sawyer has headquarters in New York, NY and a local office in Columbia, SC. Hazen and Sawyer propose utilizing DESA, Inc. as their Protégé. DESA, a Disadvantaged Business Entity (DBE), (Minority), is headquartered in Columbia, SC.

Mead and Hunt has headquarters in Middleton, WI and a local office in Lexington, SC. Mead and Hunt propose utilizing Highfill Infrastructure Engineering as their Protégé. Highfill Infrastructure Engineering, P.C., has headquarters in Cary, North Carolina and a local office in Columbia, SC.

Thomas and Hutton has headquarters in Savannah, GA and a local office in Columbia, SC. Thomas and Hutton propose utilizing OLH Inc., as their Protégé. OLH, Inc. a Disadvantaged Business Entity (DBE), (Woman), has headquarters in Columbia, SC.

The Office of Business Opportunity Project Divisions for Utility Relocation and Services Improvements MPP teams are the Water and/or Sewer divisions.

South Carolina General Assembly
123rd Session, 2019-2020

A36, R49, S401

STATUS INFORMATION

General Bill

Sponsors: Senators Campbell and Scott

Document Path: l:\s-res\pgc\010publ.kmm.pgc.docx

Introduced in the Senate on January 22, 2019

Introduced in the House on April 2, 2019

Last Amended on March 27, 2019

Passed by the General Assembly on May 1, 2019

Governor's Action: May 13, 2019, Signed

Summary: Highway system construction

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
1/22/2019	Senate	Introduced and read first time (Senate Journal-page 9)
1/22/2019	Senate	Referred to Committee on Transportation (Senate Journal-page 9)
3/21/2019	Senate	Committee report: Favorable with amendment Transportation (Senate Journal-page 10)
3/22/2019		Scrivener's error corrected
3/27/2019	Senate	Committee Amendment Adopted (Senate Journal-page 56)
3/27/2019	Senate	Read second time (Senate Journal-page 56)
3/27/2019	Senate	Roll call Ayes-38 Nays-0 (Senate Journal-page 56)
3/28/2019	Senate	Read third time and sent to House (Senate Journal-page 13)
4/2/2019	House	Introduced and read first time (House Journal-page 3)
4/2/2019	House	Referred to Committee on Education and Public Works (House Journal-page 3)
4/25/2019	House	Committee report: Favorable Education and Public Works (House Journal-page 2)
4/26/2019		Scrivener's error corrected
4/30/2019	House	Read second time (House Journal-page 29)
4/30/2019	House	Roll call Yeas-108 Nays-0 (House Journal-page 30)
5/1/2019	House	Read third time and enrolled (House Journal-page 12)
5/9/2019		Ratified R 49
5/13/2019		Signed By Governor
5/17/2019		Effective date 05/13/19
5/21/2019		Act No. 36

View the latest [legislative information](#) at the website

VERSIONS OF THIS BILL

[1/22/2019](#)

[3/21/2019](#)

[3/22/2019](#)

[3/27/2019](#)

[4/25/2019](#)

[4/26/2019](#)

(A36, R49, S401)

AN ACT TO AMEND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, BY ADDING SECTION 57-5-880 SO AS TO DEFINE CERTAIN TERMS, PROVIDE AN ENTITY UNDERTAKING A TRANSPORTATION IMPROVEMENT PROJECT SHALL BEAR THE COSTS RELATED TO RELOCATING WATER AND SEWER LINES, TO PROVIDE THE REQUIREMENTS FOR UTILITIES TO BE ELIGIBLE FOR RELOCATION PAYMENTS, AND TO PROVIDE A SUNSET PROVISION.

Be it enacted by the General Assembly of the State of South Carolina:

Transportation Improvement Projects

SECTION 1. Article 5, Chapter 5, Title 57 of the 1976 Code is amended by adding:

“Section 57-5-880. (A) For the purposes of this section:

(1) ‘Betterment’ means any upgrade to a facility being relocated that is made solely for the benefit of the public water system and that is not attributable to the improvement, construction, reconstruction, or alteration of roads, streets, or highways undertaken by the department.

(2) ‘Costs related to relocating water and sewer lines’ means the amount attributable to the relocation, less the amount of any betterment made to the system. Costs related to relocating water and sewer lines include, but are not limited to, right-of-way acquisition to accommodate the relocated utility, if in the best interests of the transportation improvement project, design, engineering, permitting, removal, installation, inspection, materials, and labor costs.

(3) ‘Large public sewer utility’ means a public sewer utility that does not meet the definition of a small public sewer utility.

(4) ‘Large public water utility’ means a public water utility that does not meet the definition of a small public water utility.

(5) ‘Public highway system’ means:

- (a) the state highway system as defined in Section 57-5-10;
- (b) roads, streets, and highways under the jurisdiction of a county or municipality; and
- (c) bridges, tunnels, overpasses, underpasses, interchanges, and other similar facilities located throughout the State.

(6) ‘Public sewer system’ means a sewer system that provides sewer services to the public and that is publicly owned or owned by a private, not-for-profit entity as defined in Chapter 31, Title 33.

(7) ‘Public water system’ means, for the purposes of this chapter, any publicly owned or privately owned not-for-profit, as defined in Chapter 31, Title 33, waterworks system that provides water, whether piped or delivered through some other constructed conveyance, for human consumption, including the source of supply, whether the source of supply is of surface or subsurface origin.

(8) ‘Relocating’ or ‘relocated’ means an adjustment necessitated by a transportation improvement project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.

(9) ‘Small public sewer utility’ means a public sewer utility that has ten thousand or fewer sewer connections and that serves a population of thirty thousand or less. In determining whether a public utility offering water or sewer services qualifies as a small utility, the number of water taps and sewer connections shall be counted separately and shall not be combined.

(10) ‘Small public water utility’ means a public water utility that has ten thousand or fewer water taps and that serves a population of thirty thousand or less. In determining whether a public utility offering water or sewer services qualifies as a small utility, the number of water taps and sewer connections shall be counted separately and shall not be combined.

(11) ‘Transportation improvement project’ or ‘project’ means a permanent improvement, construction, reconstruction, or alteration to the public highway system undertaken by a state or local governmental entity, or a political subdivision.

(B)(1) Notwithstanding any encroachment permit conditions to the contrary, an entity undertaking a transportation improvement project must bear the costs, according to the schedule prescribed in subsections (C) and (D), related to relocating water and sewer lines:

(a) that are maintained and operated by a public water system or a public sewer system and are located within the rights-of-way for a transportation improvement project; and

(b) that must be relocated to undertake the project.

(2) To be eligible for payment of the relocation costs, the relocation must be placed under the control of the general contractor for

the transportation improvement project, unless the public water or public sewer system opts out of placing the relocation under the control of the general contractor according to subsection (F).

(3) To be eligible for payment of the relocation, the public water or public sewer utility must meet the bidding and construction schedule established by the entity undertaking the transportation improvement project, such as design conferences and submittal of all relocation drawings and bid documents. All documents necessary for inclusion in the transportation improvement project must be provided by the utility at least one hundred eighty days prior to the receipt of bids for the project. However, if the transportation improvement project is under an accelerated schedule, then the entity undertaking the project shall notify the utility of the date by which the documents must be provided. Failure to meet the bidding and construction schedule requirements shall result in the utility having to bear all relocation costs, except if the delay is due to an event beyond the control of the utility.

(C) For a small public water utility or a small public sewer utility, the transportation improvement project shall bear all of the relocation costs, including design costs.

(D) Subject to subsection (E), for a large public water utility or a large public sewer utility, the transportation improvement project shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the transportation improvement project. Should more than one large public water utility or large public sewer utility be required to relocate by a single transportation improvement project, the total cost share of up to four percent under this section shall be divided pro rata among the large public water or public sewer utilities required to relocate under the project.

(E) For a transportation improvement project that impacts both a large public utility and a small public utility, the entity undertaking the transportation improvement must pay all of the small public utility's relocation costs, without limitation. The entity must also pay up to four and one-half percent, minus the costs of the small public utility's relocation costs, of the original construction bid amount of the transportation improvement project toward the large public utility's relocation costs.

(F) A large public water utility or a large public sewer utility may choose not to have the relocation placed under the control of the general contractor. A decision by a large public water utility or large public sewer utility to not have the relocations placed under the control of the general contractor must be communicated in writing to the entity undertaking the transportation improvement project one hundred eighty days prior to the receipt of bids for the project. Failure to meet the project

contract requirements and construction schedule shall result in the utility having to bear all relocation costs.

(G) Nothing herein shall prohibit or limit payment by a transportation improvement project for the relocation of public water or public sewer lines necessary for the transportation improvement project if a public utility has a prior right to situate the water or sewer lines in their present location.

(H) The department shall include metrics on utility relocation under this section in its annual accountability report.”

Sunset provision

SECTION 2. The requirements of Section 57-5-880, as added by this act, expire on July 1, 2026, unless otherwise extended by the General Assembly.

Time effective

SECTION 3. This act takes effect upon approval by the Governor.

Ratified the 9th day of May, 2019.

Approved the 13th day of May, 2019.



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 2

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

Applicant: Carey Shealy, Statewide Security Systems

Staff recommendation: Denial

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

The Public Hearing was held on July 21, 2020 and first reading was deferred. First reading approval was given on August 4, 2020.

ATTACHMENTS:

- ZMA-2020-0012_NBeltline3209_Council (PDF)

HISTORY:

07/21/20	Columbia City Council	DEFERRED
08/04/20	Columbia City Council	APPROVED ON FIRST READING.



CITY COUNCIL

July 21, 2020 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 3209 N. Beltline Blvd., TMS# 14004-01-09

Council District:	2
Proposal:	Request to rezone the parcel from Single-Family Residential District (RS-2) to Office and Institutional District (C-1).
Applicant:	Carey Shealy, Statewide Security Systems
Staff Recommendation:	Denial
PC Recommendation:	06/01/2020; First Motion (to deny the request): 3-3 Second Motion (to approve the request): 4-2
ZPH, 1st Reading:	07/21/2020; Pending
2nd Reading	08/04/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.3 acres
Current Use: Vacant
Proposed Use: Office
Current Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Zoning: Single-Family Residential District (RS-2)
Proposed Zoning: Office and Institutional District (C-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in the Future Land Use Map.

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Single-Family Residential District (RS-2). The abutting properties in the City of Columbia have base zoning of Single-Family Residential District (RS-2) to the West, North, and East and Office and Institutional District (C-1) to the South.

The proposed zoning district is Office and Institutional District (C-1).

Single-Family Residential District (RS-1)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

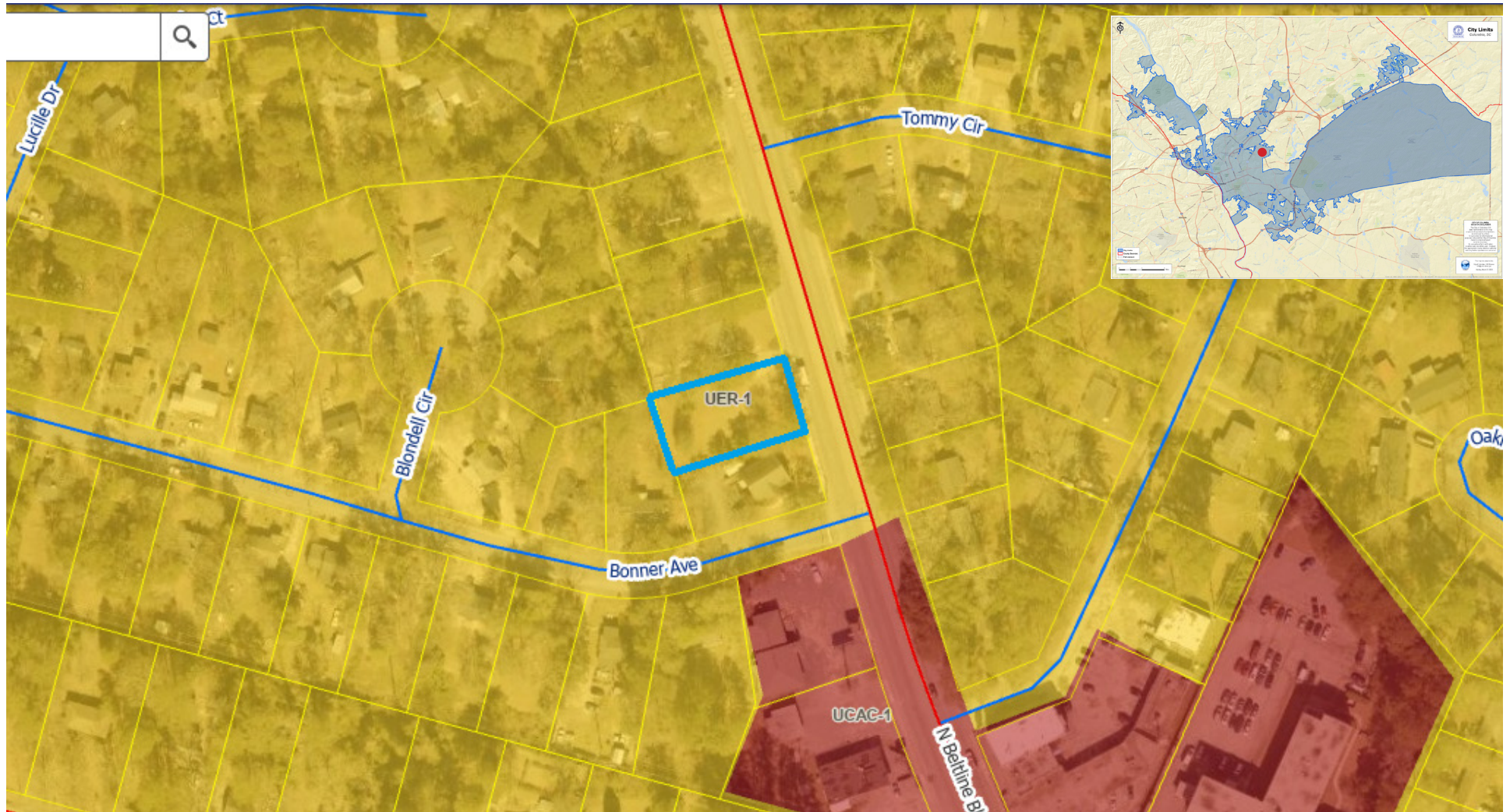
STAFF RECOMMENDATION

Staff recommends City Council deny the rezoning of the parcel from RS-2 to C-1.



Land Use Map

3209 N. Beltline Blvd., TMS# 14004-01-09;
Current FLU: UER-1



We Are Columbia

Prepared by: Shane Shaughnessy
May 14, 2020



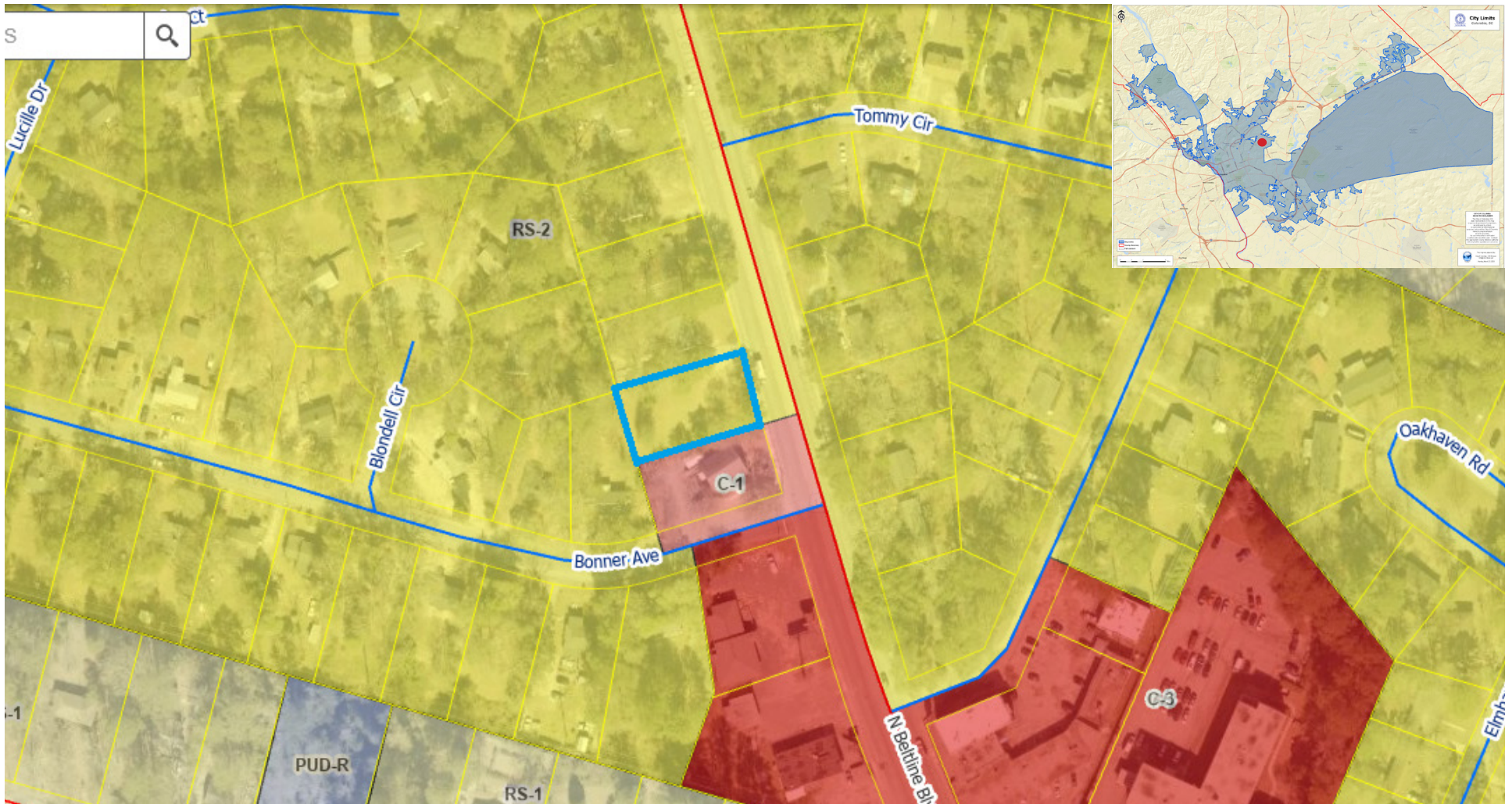
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

Zoning Map

3209 N. Beltline Blvd., TMS# 14004-01-09;
Current Zoning: RS-2, Proposed Zoning: C-1



We Are Columbia



Prepared by: Shane Shaughnessy
May 14, 2020

DISCLAIMER:

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Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodgings on membership basis
Cemetery subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization

Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners

Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2020-070 Granting an encroachment to Ray Borders Gray for the use of the right of way area of the 1400 block of Oak Street and 2300 block of Washington Street for the installation and maintenance of a concrete walkway adjacent to 1404 Oak Street, Richland County TMS#11407-15-09

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

PURPOSE:
First reading approval was given on August 4, 2020.

ATTACHMENTS:

- 2020-070 encroach 1404 Oak Street (Gray)(PDF)

HISTORY:

08/04/20

Columbia City Council

APPROVED ON FIRST READING.

Approved with the caveat that future issues with encroachments be clarified, particularly in historic districts.

ORDINANCE NO.: 2020-070

Granting an encroachment to Ray Borders Gray for the use of the right of way area of the 1400 block of Oak Street and 2300 block of Washington Street for the installation and maintenance of a concrete walkway adjacent to 1404 Oak Street, Richland County TMS#11407-15-09

WHEREAS, Ray Borders Gray (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1400 block of Oak Street and 2300 block of Washington Street adjacent to 1404 Oak Street, Richland County TMS#11407-15-09, for the installation and maintenance of a concrete walkway measuring approximately six (6') feet five (5") inches in length and five (5') feet (6") inches in width, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way areas of the 1400 block of Oak Street and 2300 block of Washington Street adjacent to 1404 Oak Street, Richland County TMS#11407-15-09, for the installation and maintenance of a concrete walkway measuring approximately six (6') feet five (5") inches in length and five (5') feet (6") inches in width, 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 construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Teresa A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

Attachment: 2020-070 encroachment 1404 Oak Street (Gray) (6090 : Ordinance No.: 2020-070 encroachment 1404 Oak Street)

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-070**



**1400 BLOCK OF OAK STREET AND 2300 BLOCK OF WASHINGTON STREET
ADJACENT TO 1404 OAK STREET
CONCRETE WALKWAY**

Subject Property:	Right-of-way adjacent to 1404 Oak Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a concrete walkway
Applicant:	Ray Borders Gray
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete walkway measuring approximately six (6') feet five (5") inches in length and five (5') feet (6") inches in width, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

Attachment: 2020-070 encroach 1404 Oak Street (Gray) (6090 : Ordinance No.: 2020-070 encroach 1404 Oak Street)

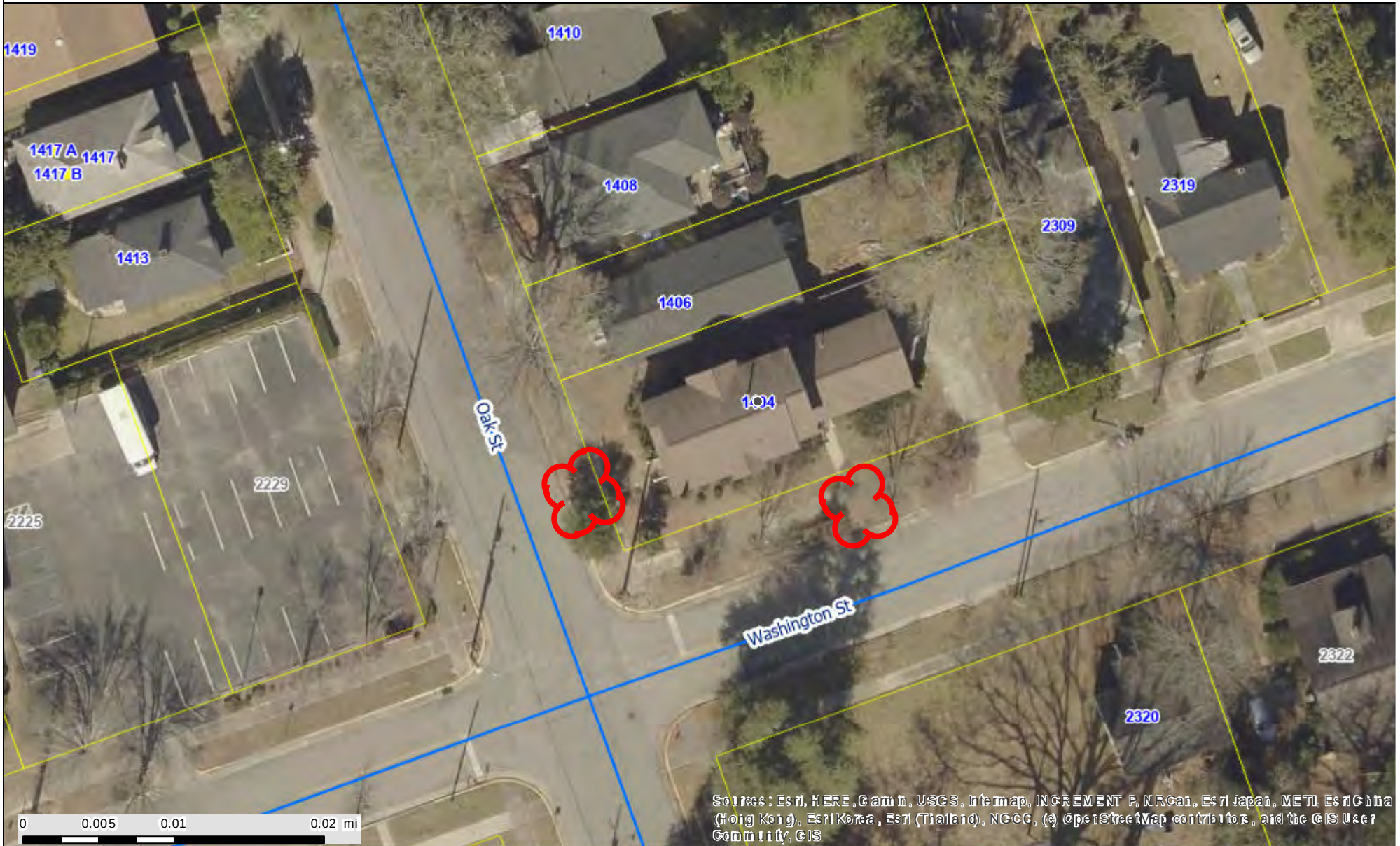
City of Columbia

1404 Oak Street

15.a



Wednesday, June 24, 2020



Attachment: 2020-070 encroachment 1404 Oak Street (Gray) (6090 : Ordinance No.: 2020-070 encroachment 1404



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. 166

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) **Business signs are NOT permitted via an encroachment. An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.**

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: June 23, 2020 Property Owner: Ray Borders Gray
 Applicant's Name if different from Property Owner: Ray Lynne Jones Borders Gray
 Contact Information: Telephone Number: 803-413-2572 Fax Number: _____
 Mailing address: 1404 Oak Street E-mail address: rbgray@columbiasc.net
 Encroachment Location (Address): 1400 Washington Street and 1404 Oak Street
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers

☒ Walkway/Side walk ☐ Underground Utilities ☐ other

If Other - specify: walkway extension in to the Right-of-way in front and on side
 Dimensions (height/width/length): 9'x4' and 6'x5'

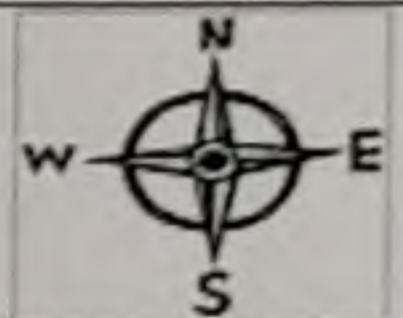
(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: Cement

Please provide photographs and drawing or site plan **drawn to scale** - no larger than 8-1/2 x 11.

_____ Church Directional Signs (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



All work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

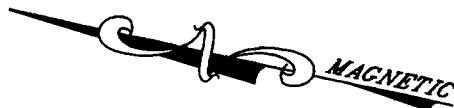
The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Rachel Bailey	Development Services (Zoning)	803-545-3332	803-733-8647	rlbailey@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Tori Salvant	Development Services (Development Center)	803-545-3420	803-733-8699	tcsalvant@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Todd Beiers	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	tfbeiers@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Caleb King	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	cdking@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017

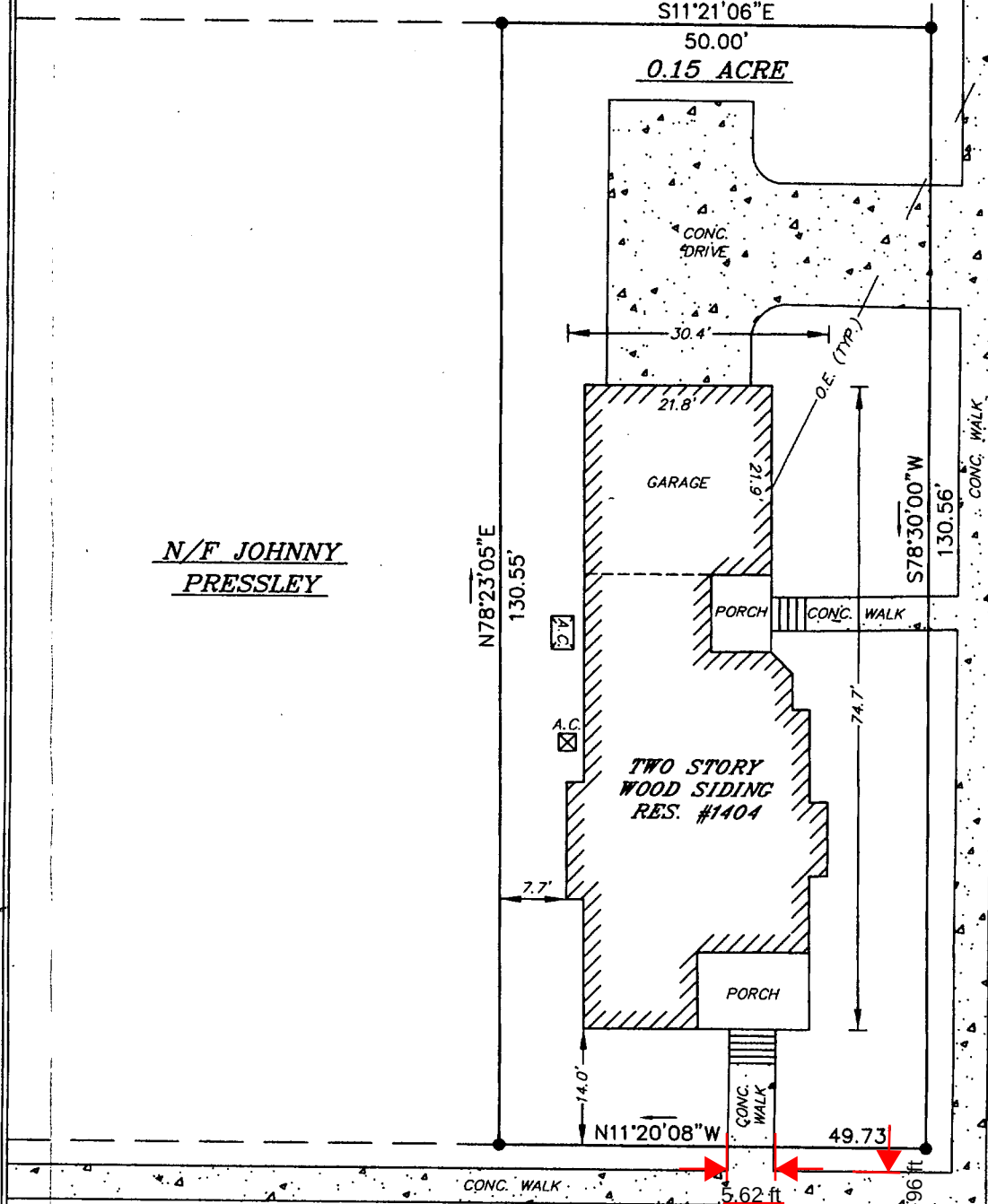


NOTE: ALL IRONS ARE OLD 1/2" REBAR.



N/F NAOMI
GILYARD

N/F JOHNNY
PRESSLEY



Book 1290-793
2007020044 03/08/2007 11:03:24:687
Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00



2007020044 Richard W. Rodden

WASHINGTON STREET 66' R/W

OAK STREET 66' R/W

PLAT PREPARED FOR
RAY LYNNE GRAY

THE SAME BEING SHOWN ON A PLAT PREPARED FOR COLUMBIA HOUSING DEVELOPMENT CORPORATION
BY COX AND DINKINS, INC. DATED MAY 22, 2000.
ALSO SEE: DEED BOOK "1246" PAGE 199.

R-416-1707

SURVEYED BY:
COLLINGWOOD SURVEYING, INC.

TMS 11407-15-09

IN COLUMBIA, S.C.
IN RICHLAND COUNTY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS
MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND
SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED
THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



DWG: A. LEWIS
CKD: R.E.C.
JOB: 25653
SCALE: 1" = 20'
FEBRUARY 28, 2007

Robert E. Collingwood
S.C. REGISTERED SURVEYOR No. 2318
P.O. BOX 3053 W. COLUMBIA, S.C. 29171
TELE. No. (803) 796-3916/SCSURVEYOR2318@SC.RR.COM









We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-022 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and New Cingular Wireless PCS, LLC for the use of the Columbia Water GenStar Elevated Water Storage Tank Site

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-022 New Cingular Wireless Lease Agreement - Genstar Water Tank (PDF)

RESOLUTION NO.: R-2020-022

Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and New Cingular Wireless PCS, LLC for the use of the Columbia Water GenStar Elevated Water Storage Tank Site

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2020, that the City Manager is authorized to execute the attached Lease Agreement, or on a form approved by the City Attorney, between the City of Columbia and New Cingular Wireless PCS, LLC for the use of the Columbia Water GenStar Elevated Storage Tank Site, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

LICENSE AGREEMENT

License to New Cingular Wireless PCS, LLC to use property located at the Columbia Water GenStar Elevated Water Storage Tank Site (the "License")

Richland County, South Carolina

New Cingular Wireless PCS, LLC, a Delaware limited liability company, (Licensee) is hereby granted a non-exclusive license for a term of five (5) years (the "Initial Term") beginning upon Licensee's construction start (the "Commencement Date")_____ and ending at midnight upon the expiration of the Initial Term, or renewal terms thereafter_____ by the City of Columbia (The City), to place antennas and appurtenances on the Columbia Water GenStar Elevated Water Storage Tank located at 1201 Summit Parkway, Columbia, Richland County, SC as shown substantially on Exhibit "A": (The Property). In addition, New Cingular Wireless PCS, LLC is given permission to place concrete pads, and equipment cabinets, equipment shelter, generator, underground communication and electrical utilities, and an electrical utility pole on the premises in such sizes and at such locations to be approved by The City. The concrete pads will be used to locate communications equipment associated with the antennas and miscellaneous equipment on the tank. Said antennas, cables, pads, equipment cabinets, shelter, generator, pole, utilities and miscellaneous appurtenances to be known as "The Equipment". Licensee shall have the right to add additional antennas only upon the written authorization of the City Manager.

THIS LICENSE is granted subject to the following conditions:

1. That the use and occupation of the said premises shall be without cost or expense to The City, under the general supervision and subject to the approval of The City and subject also to such rules and regulations as they may from time to time prescribe. Provided, however, that no rules or regulations adopted subsequent to the date hereof shall be used to divest Licensee of any of its rights hereunder. Any reference to The City shall extend to and include the City Manager or City Council and their duly appointed or elected successors and authorized representatives.
2. That the Licensee shall, at its own expense and without cost or expense to The City maintain and keep in good repair and condition The Equipment.
3. That any interference with or damage to property under control of The City by Licensee incident to the exercise of the privileges herein granted shall be promptly corrected by the Licensee to the satisfaction of The City. That The City shall have no obligation to eliminate any interference with Licensee's operation, maintenance or repair of The Equipment from any source whatsoever. Subject to the provisions of Paragraph 18, The City may allow other communications equipment to be installed on the Property. However, should interference occur or be anticipated as a result of the installation of communications equipment by any additional private entity, the Licensee and the private entity shall make all reasonable efforts to eliminate the interference to allow for installation by the private entity. In the event interference cannot be sufficiently eliminated by all

reasonable efforts of the Licensee and the private entity, the private entity will not be allowed to install the proposed communications equipment.

4. That the Licensee shall be responsible for all costs or installation, repair, operation, and maintenance of The Equipment and all utilities (to be measured by metering which is separate from The City's) necessary to operate the same.

5. That no additions to or alterations of The Property shall be made without the prior written consent of The City. That the installation, construction, repair, operation and maintenance of The Equipment shall be in conformity with all federal, state and local laws and regulations, including but not limited to those of the Federal Communications Commission. The location of the antennas shall be mutually agreed upon by The City and Licensee. In the event that a mutual agreement cannot be reached, either side may void this agreement in which event any prepaid rent shall be refunded. Licensee shall procure and maintain current during the Initial Term of this License and any renewal terms hereof, any licenses or permits required by any federal, state, and local law or regulation. Copies of all licenses or permits required or obtained shall be furnished to The City upon request. Licensee acknowledges that from time to time, the City will perform operational and maintenance activities at and on the Water Tower, including painting the Water Tower, and Licensee agrees to accommodate The City's activities so as to not interfere with said operation and/or maintenance.

6. Should it become necessary for The City in their maintenance responsibilities on The Property to perform services which would otherwise be their responsibility of Licensee, The City shall, except in cases of emergency, give Licensee fifteen (15) days' notice to perform those services. Should Licensee fail to perform aid services after said notice, The City may provide the same and charge the cost thereof as additional rent. Provided, however, if by their nature said services would take more than 15 days to complete Licensee shall be deemed to have complied with the provisions of this paragraph if within said notice period it commences work thereon and diligently pursues the completion of the same.

7. At the termination of this License, whether by the expiration of its term or otherwise, Licensee shall within 120 days remove The Equipment from The Property and repair any damages done to The Property by Licensee, reasonable wear and tear excepted. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during or after the Term. The City covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of The City that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during or after the Term. Any portions of the Communication Facility that Licensee does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Licensee's operations at the Premises shall be deemed abandoned and owned by The City. Licensee will be responsible for all costs incurred by The City associated with the removal of equipment abandoned on-site by the Licensee.

8. That the Licensee shall maintain the gate to The Property locked at all times by interlocking Licensee's lock with the existing lock(s). The Licensee shall provide The City with a key to said lock.

9. The Licensee shall notify The City prior to any entry onto the Property by calling the operator on duty at the City of Columbia Canal Water Treatment Plant, current telephone number (803) 476 0957.

10. The Licensee shall hold harmless and indemnify The City for damages to property or injuries to persons which are caused by, arise out of, or which are incident to, construction, maintenance, and use of The Property by Licensee, its agents, employees, and/or invitees.

11. That at any time the Licensee is actively engaged in installation, construction and/or major maintenance activities on the premises, the Licensee shall provide certificate(s) of insurance as evidence of compliance with City of Columbia ordinances Section 11-71 (2020) incorporated herein by reference. Provided, however, that should this License be assigned to AT&T, then AT&T shall be allowed to self insure.

12. That the Licensee, upon The City's request, shall temporarily remove any or all components of the Equipment, which The City deems reasonably necessary, to appropriately repair, maintain, or improve The City's water system or communications systems, or repair, maintain, install or construct other equipment or structures of The City or other persons or entities (which are listed by way of illustration and not limitation) as may from time to time be allowed by The City. Provided, however, that Licensee shall be given not less than 120 days' notice of the same and The City shall, when reasonably possible, provide Licensee with an alternate location on The Property for the purpose of arranging for a temporary communications facility.

13. The Licensee's rights to the Property hereunder are not exclusive. Subject to the provisions of paragraph number "3", The City may allow other persons or entities to make use of The Property for any purpose whatsoever, in The City's sole and exclusive discretion.

14. That the Licensee and The City agree that if the whole or any part of The Property shall be taken or acquired by any other public authority for any public or quasi-public use, then in that event, this License shall terminate from the date when the possession of the part so taken shall be required for such use or purpose and all damages awarded for such taking shall belong to and be the property of The City. Provided, however that should The City construct a replacement facility, Licensee shall have the right and option to locate its communications facility on the replacement property under the same terms and conditions set forth in this License.

15. That in consideration for the rights granted by The City to the Licensee herein, the Licensee shall pay as an annual License Fee, in advance, the sum of Thirty Three Thousand and No/One Hundredths (\$33,000.00) Dollars. Said sum shall be paid by Licensee on the anniversary of the commencement date each year thereafter throughout the original 5 year term of this license. The initial License Fee payment will be forwarded by Licensee to The City within forty-five (45) days after the Commencement Date.

16. That the Licensee may renew this License for four (4) additional consecutive five (5) year terms, under the same covenants, terms and conditions contained herein. This License shall be deemed automatically extended until such time as Licensee gives notice of its intention not to renew.

17. That the annual License Fee for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual License Fee</u>
1 st	\$38,247.00
2 nd	\$44,328.00
3 rd	\$51,376.00
4 th	\$59,545.00

The annual License Fee for the extended terms shall be payable in the same manner as the annual License Fee for the Initial Term.

18. Should the property being occupied by the Licensee be needed by The City for a public/governmental purpose and said need cannot be fulfilled by relocating Licensee's equipment to another area on The Property which is suitable to Licensee, The City shall, upon 180 days' notice to Licensee, have the right to terminate this License. Any unused prepaid rent shall be refunded to Licensee.

19. That this License shall contain the entire License between The City and the Licensee. In order to be binding, any modification thereof shall be in writing and signed by The City and the Licensee.

20. That this License and the performance thereof shall be governed, interpreted, construed and regulated by the law of the State of South Carolina. The Licensee agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina, as to all matters and disputes arising or to arise under this License and the performance thereof.

21. That written notice to the parties shall be made by placing such notice in the United States Mail, certified, postage prepaid, return receipt requested, or by a nationally recognized overnight courier, postage prepaid and addressed to:

To the City:
City of Columbia, S.C.
City Manager
Post Office Box 147
Columbia, SC, 29217

With a copy to:
City of Columbia, S.C.
Director of Utilities and Engineering
P. O. Box 147
Columbia, SC 29217

Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 091-096
Fixed Asset #: 14615778
1025 Lenox Blvd. 3rd Floor NE
Atlanta, GA, 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: 091-096
Fixed Asset #: 14615778
208 S. Akard Street
Dallas, TX 75202-4206

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

22. That this License may not be sold, assigned or transferred by the Licensee without prior approval or consent of The City except to Licensee's parent company or any affiliate or subsidiary of Licensee or its parent company, or to any successor entity with or into which Licensee is sold, merged or consolidated, or to any entity resulting from a reorganization of Licensee or its parent company. Provided, however, that this License may be transferred to an AT&T Company without the consent of The City and AT&T will enjoy the same assignment rights of Licensee as are set forth herein. The City will be given written notice of any sale, assignment or transfer.

23. That the failure of either the Licensee or The City to insist upon the strict performance of any provision of this License 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 License at any time. Waiver of any breach of this License by the Licensee or The City shall not constitute waiver of a subsequent breach.

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

25. That this License shall extend to and bind the successors and assigns of the Licensee. This License is binding upon The City in accordance with its terms and conditions.

26. The obligation of Licensee to pay the License Fee hereunder shall not commence until such time as it has given The City written notice that it is commencing installation of the equipment. Licensee shall, however, have the right after notification as provided for herein to go onto The Property for the purpose of conducting studies necessary to obtain the above permits. Furthermore, should any governmental agency revoke or otherwise terminate Licensee's right to operate the equipment, the Licensee may terminate this License Agreement.

27. If any provisions hereof require the consent of a party to this License, said consent will not be unreasonable withheld, conditioned or delayed.

28. Both parties agree to record a memorandum of this License in the office of the RMC for Richland County, SC.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement effective as of the day and year of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA

TERESA WILSON
City Manager, City of Columbia, SC

WITNESSES:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: Len Lindros

Its: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

7/22/20

EXHIBIT A

The Property and The Equipment
as depicted on construction drawings by Mastec Network Solutions dated 4/20/20

VICINITY MAP

This map shows the project location (marked with a red pin and labeled **SITE**) in relation to surrounding infrastructure. Key features include:

- Ridge View High School** (blue location pin)
- Music & Arts** (red location pin)
- Roads:** Longview Rd, Longview Rd E, Longview Rd, Lee Rd, Summit Pkwy, Herndon Rd, and Summit Rd.
- Water Bodies:** Lake Carbon and several smaller ponds.
- North Arrow:** Located in the top right corner.

DIRECTIONS

FROM 218 COLLEGE STREET, HEAD NORTHWEST ON COLLEGE ST TOWARD N ACADEMY ST. USE THE LEFT LANE TO TURN LEFT AT THE 1ST CROSS STREET ONTO N ACADEMY ST. TURN LEFT AT THE 1ST CROSS STREET ONTO BUNCOMBE ST. CONTINUE ONTO W NORTH ST. CONTINUE ONTO I-385 S. MERGE ONTO I-26 E. TAKE EXIT 107B TO MERGE ONTO I-20 E TOWARD FLORENCE. TAKE EXIT 73B TO MERGE ONTO SC-277 N TOWARD I-77 N/CHARLOTTE. EXIT ONTO SC-555 N. MERGE ONTO SC-555 N. TURN RIGHT ONTO HARDCRABBLE RD/STATE RD S-40-83. TURN RIGHT ONTO SUMMIT PKWY. DESTINATION WILL BE ON THE RIGHT.

LOCAL MAP

The map displays the Ridgeview neighborhood with Summit Pkwy running horizontally across the middle. To the north of Summit Pkwy are locations like Family Dollar, Food Lion, and Rice Creek Elementary School. To the south are Rice Terrace Apartments and Townhomes, Doctors Care - Ridgeview, Music & Arts, Bank of America Financial Center, and Spinx. The 'SITE' is marked with a red pin on the east side of Summit Pkwy, near the intersection with Rollingwood Dr. A compass rose is located in the top right corner of the map.

SITE ID:

091-096

091-096 SUMMIT PARKWAY

**1201 SUMMIT PARKWAY
COLUMBIA, SC 29229
(RICHLAND COUNTY)**

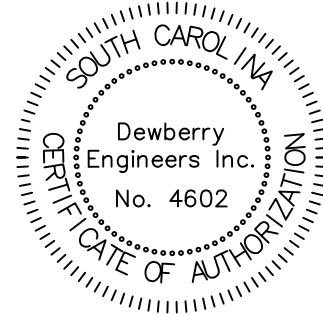
SITE SUMMARY	
SCOPE TYPE:	COLOCATION
OCCUPANCY TYPE:	TELECOMMUNICATIONS
STRUCTURE HEIGHT:	142'±
STRUCTURE TYPE:	WATER TANK
LATITUDE:	34° 09' 24.21" N (34.1567260°)
LONGITUDE:	80° 54' 12.54" W (-80.9034850°)
JURISDICTION:	RICHLAND COUNTY
COUNTY:	RICHLAND
PARCEL ID:	R20314-01-05

PROJECT DIRECTORY	
APPLICANT:	NEW CINGULAR WIRELESS PCS LLC 218 COLLEGE STREET GREENVILLE, SC 29601
TOWER OWNER:	CITY OF COLUMBIA % FINANCE DIRECTOR P.O. BOX 147 COLUMBIA, SC 29217
PROJECT MANAGER:	MASTEC NETWORK SOLUTIONS 507 AIRPORT BLVD, SUITE 111 MORRISVILLE, NC 27560 YVETTE RHINEHARDT PHONE: (919) 674-5846
SITE DESIGN:	DEWBERRY ENGINEERS INC. 2610 WYCLIFF ROAD, SUITE 410 RALEIGH, NC 27607 CONTACT: JESSICA ROBBINS PHONE: (919) 636-6303

[illegible]

GENERAL NOTES	
Know what's below. Call before you dig.	THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, THEREFORE HANDICAP ACCESS IS NOT REQUIRED. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE: NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED. NO WORK SHALL COMMENCE WITHOUT THE APPROVED TOWER/ANTENNA MOUNT STRUCTURAL ANALYSIS REPORT SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER UNDER SEPARATE COVER.

CODE COMPLIANCE	
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:	
• 2018 SC BUILDING CODE • ANSI/TIA/EIA-222-H • LOCAL BUILDING CODE • CITY/COUNTY ORDINANCES • FAA COMPLIANCE • FCC COMPLIANCE • 2017 NEC CODE COMPLIANCE	• 2018 INTERNATIONAL RESIDENTIAL CODE • 2018 SC FIRE CODE • 2015 SC MECHANICAL CODE • 2018 RESIDENTIAL CODES



SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW
4/20/20	FOR CONSTRUCTION	1	DSW

DRAWN BY:	SRP
CHECKED BY:	DSW
APPV'D BY:	WFL
DEWBERRY PROJECT NO:	50107750

THE INFORMATION CONTAINED IN THESE
DOCUMENTS IS PROPRIETARY BY NATURE.
REPRODUCTION OR CAUSING TO BE REPRODUCED
THE WHOLE OR ANY PART OF THESE DRAWINGS
WITHOUT THE PERMISSION OF MASTEC NETWORK
SOLUTIONS IS PROHIBITED.

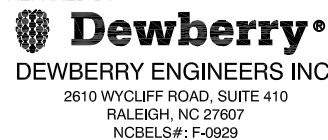
PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:

091-096

SITE NAME:

091-096 SUMMIT PARKWAY

SITE ADDRESS:

**1201 SUMMIT PARKWAY
COLUMBIA, SC 29229**

FA LOCATION:

14579327

SITE NUMBER:

N/A

SHEET TITLE
TITLE SHEET

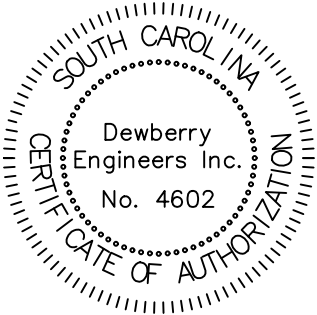
SHEET NUMBER

T-1

GENERAL NOTES:

1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED AT&T OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF SOUTH CAROLINA.
3. THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G-2-2009. THIS CONFORMS TO THE REQUIREMENTS OF THE SOUTH CAROLINA BUILDING CODE, 2012 EDITION.
4. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SOUTH CAROLINA BUILDING CODE, 2012 EDITION.
5. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
6. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
7. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
8. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
9. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK. RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE AT&T PROJECT MANAGER.
12. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
13. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
14. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
15. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
16. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
17. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

18. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
19. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
20. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH AT&T SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO AT&T PRIOR TO THE START OF THE WORK ON THE PROJECT.
21. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
22. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
23. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE AT&T PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
24. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF RETAINAGE. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.



SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY:	SRF
CHECKED BY:	DSW
APPVD BY:	WP
DEWBERRY PROJECT NO:	50107750

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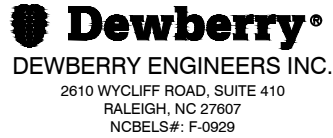
PREPARED FOR:



PREPARED BY:

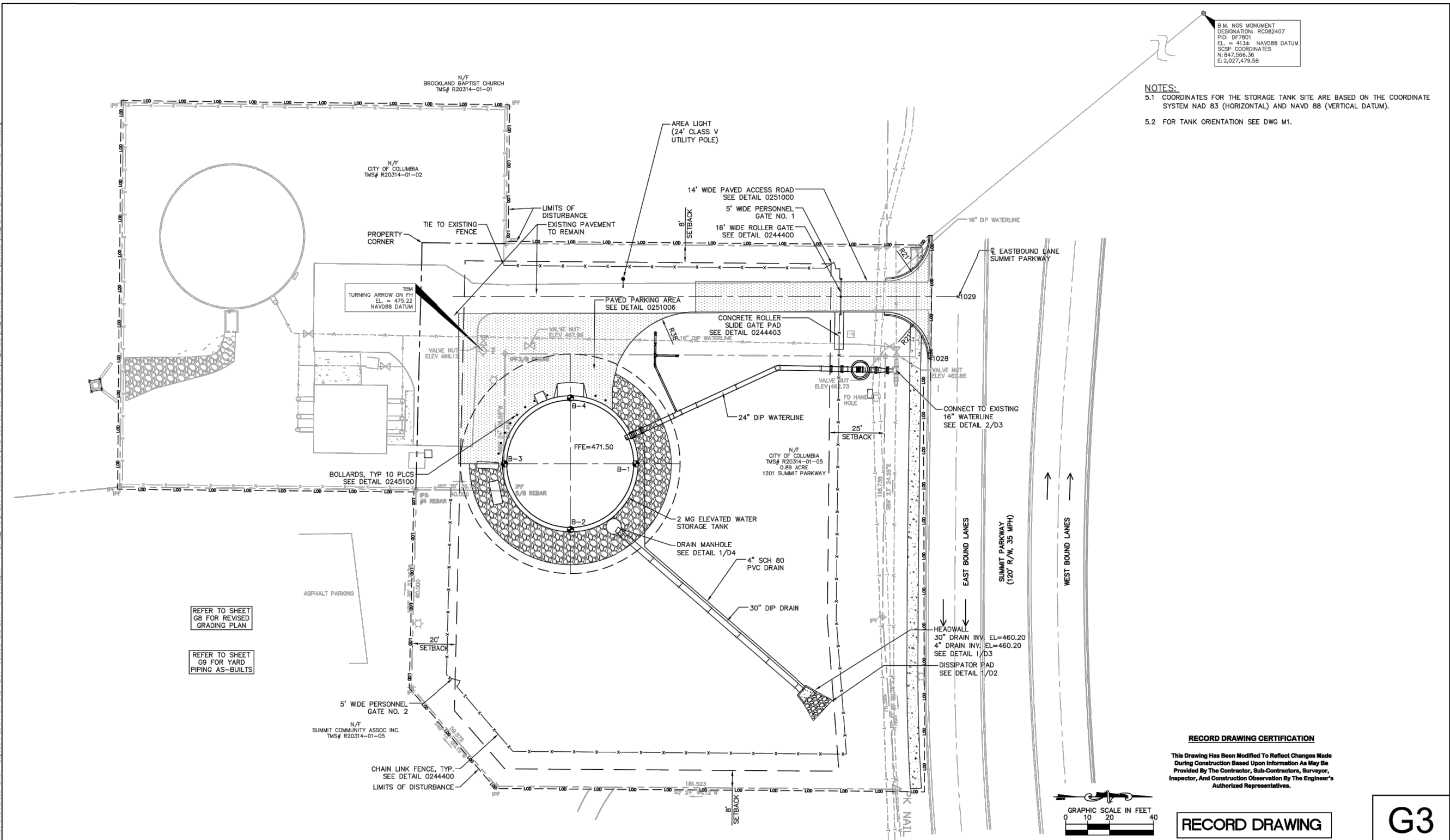


PREPARED BY:



SITE ID: 091-096
SITE NAME: 091-096 SUMMIT PARKWAY
SITE ADDRESS: 1201 SUMMIT PARKWAY COLUMBIA, SC 29229
FA LOCATION: 14579327
SITE NUMBER: N/A
SHEET TITLE GENERAL NOTES
SHEET NUMBER GN-1

Printed By: Francesci, Patricia Sheet: Set: Genstar EWS1 Layout: 6 LOCATION SITE PLAN October 25, 2017 04:05:52pm K:\CHL_PRL\012354 Columbia SE\002 003 004 EST & Demo\04 CAD\03-RECORD DRAWING\Genstar\02_PLANS\5 LOCATION SITE PLAN.dwg



NOTES:
5.1 COORDINATES FOR THE STORAGE TANK SITE ARE BASED ON THE COORDINATE SYSTEM NAD 83 (HORIZONTAL) AND NAVD 88 (VERTICAL DATUM).
5.2 FOR TANK ORIENTATION SEE DWG M1.



03/20/2020

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY: SRF
CHECKED BY: DSW
APPVD BY: WP
DEWBERRY PROJECT NO: 50107750

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PREPARED FOR:



PREPARED BY:

MasTec
Network Solutions
507 AIRPORT BLVD, SUITE 111
MORRISVILLE, NC 27560

PREPARED BY:

Dewberry
DEWBERRY ENGINEERS INC.
2610 WYCLIFF ROAD, SUITE 410
RALEIGH, NC 27607
NCBELS#: F-0929

SITE ID:

091-096

SITE NAME:

091-096 SUMMIT PARKWAY

SITE ADDRESS:

**1201 SUMMIT PARKWAY
COLUMBIA, SC 29229**

FA LOCATION:

14579327

SITE NUMBER:

N/A

SHEET TITLE

GENERAL LOCATION SITE PLAN

SHEET NUMBER

C-1A

2	RECORD DRAWINGS	10/25/17	KFC
1	CORRECTED SURVEY DATA AND CONFORMED DOCUMENTATION	6/23/15	KFC
No.	REVISIONS	DATE	BY
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Kimley»Horn

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200 SOUTH TRYON STREET SUITE 200, CHARLOTTE, NC 28202
PHONE: 704-333-5131
WWW.KIMLEY-HORN.COM

KHA PROJECT
012354003
DATE
8/31/17
SCALE 1" = 20'
DESIGNED BY KFC
DRAWN BY JGB
CHECKED BY

2 MG GENSTAR ELEVATED WATER STORAGE TANK
PREPARED FOR
CITY OF COLUMBIA, SOUTH CAROLINA
DEPARTMENT OF UTILITIES & ENGINEERING



**GENERAL
LOCATION SITE PLAN**

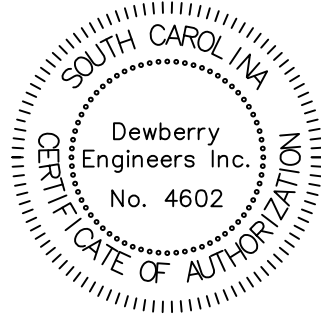
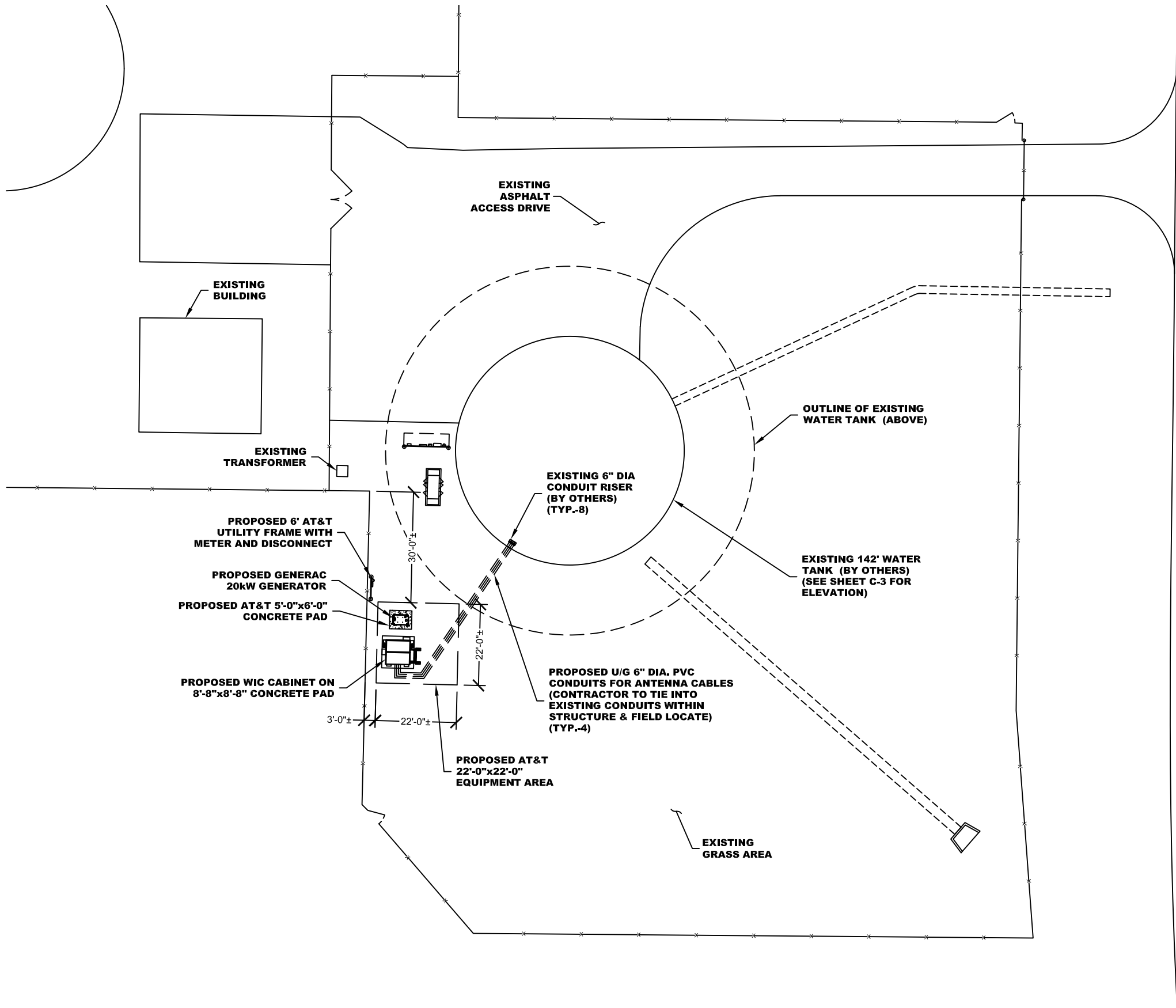
RECORD DRAWING

G3

SHEET NUMBER
**6
OF
28**

GENERAL LOCATION SITE PLAN

11"x17" SCALE: N.T.S.



SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW
4/20/20	FOR CONSTRUCTION	1	DSW

DRAWN BY: SRF
CHECKED BY: DSW
APPVD BY: WP
DEWBERRY PROJECT NO: 50107750

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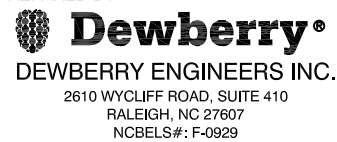
PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:

091-096

SITE NAME:

091-096 SUMMIT PARKWAY

SITE ADDRESS:

1201 SUMMIT PARKWAY
COLUMBIA, SC 29229

FA LOCATION:

14579327

SITE NUMBER:

N/A

SHEET TITLE

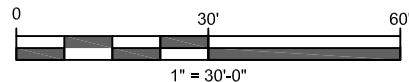
COMPOUND PLAN

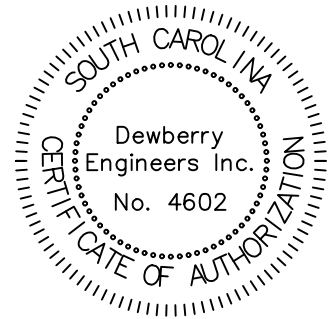
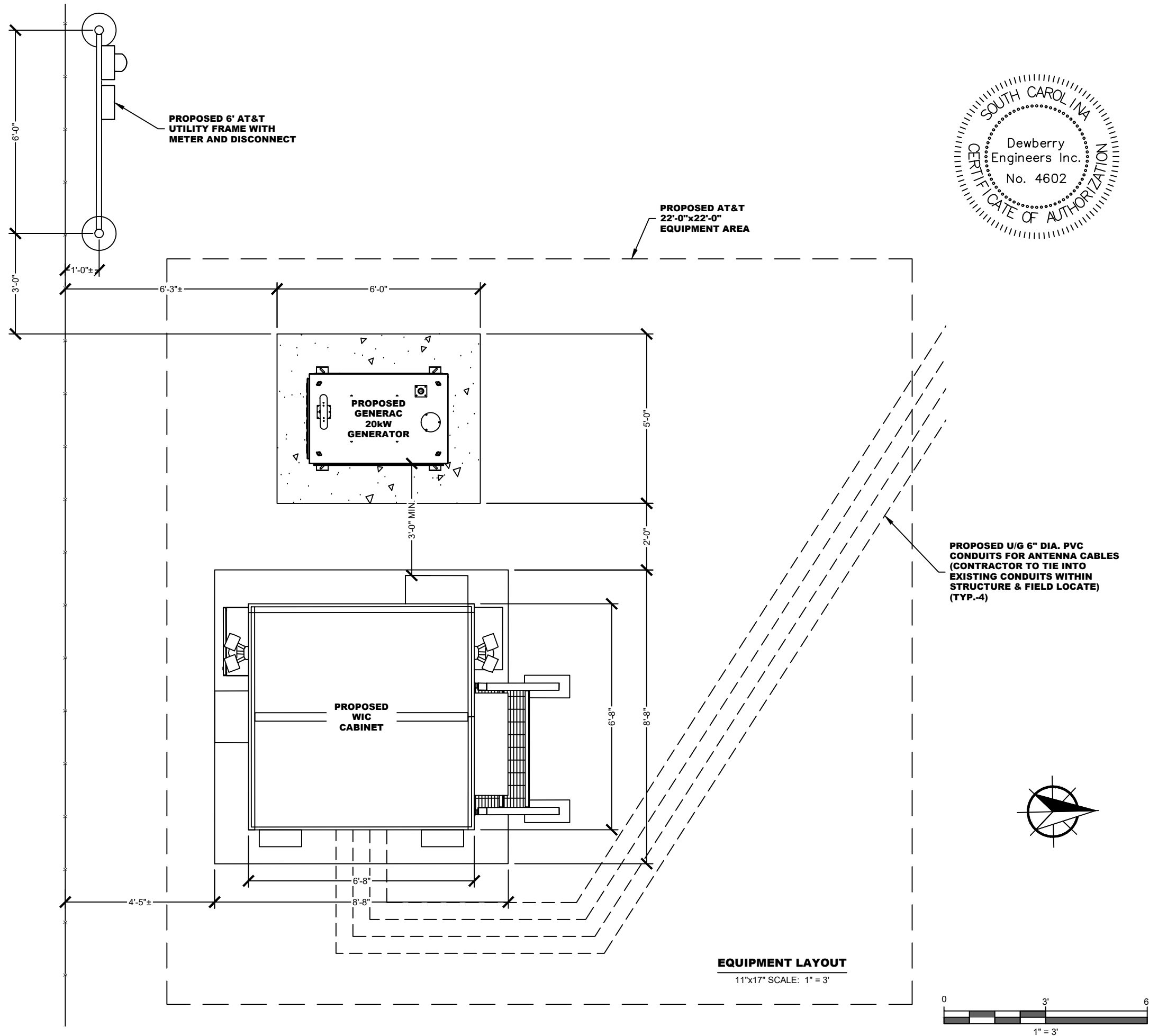
SHEET NUMBER

C-1

COMPOUND PLAN

11"x17" SCALE: 1" = 30'-0"





SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY:	SRF
CHECKED BY:	DSW
APPVD BY:	WP
DEWBERRY PROJECT NO:	50107750

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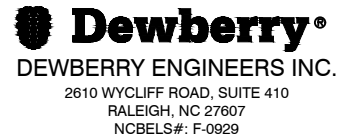
PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:	091-096
SITE NAME:	091-096 SUMMIT PARKWAY
SITE ADDRESS:	1201 SUMMIT PARKWAY COLUMBIA, SC 29229
FA LOCATION:	14579327
SITE NUMBER:	N/A
SHEET TITLE	EQUIPMENT LAYOUT
SHEET NUMBER	C-2

FINAL RF EQUIPMENT SCHEDULE

SECTOR - POSITION	CORRAL POS.	FREQUENCY BAND	ANTENNA MAKE/MODEL	RAD CENTER	AZIMUTH	E. TILT	M. TILT	(QTY.) RADIO	(QTY.) TMA	(QTY.) SURGE PROTECTION	(QTY.) CABLES	CABLE LENGTH
A1	3	LTE 700	COMMSCOPE - NNH4-65C-R6 (P)	142'-0"	20°	4°	0°	(1) RRUS 4478 B14 (P)	-	-	(1) FIBER TRUNK (P) (3) DC TRUNKS (#4 AWG) (P)	260'±
A2	4	-	-	-	-	-	-	-	-	(1) DC9-48-60-24-8C-EV (P)	-	-
A3	5	LTE 700/ AWS/1900	COMMSCOPE - NNH4-65C-R6 (P)	142'-0"	20°	4°,2°,2° .2°,2°	0°	(1) RRUS 4449 B5/B12 (P) (1) RRUS 8843 B2/B66A (P)	-	-	-	-
A4	-	-	-	-	-	-	-	-	-	-	-	-
A5	-	-	-	-	-	-	-	-	-	-	-	-
B1	16	LTE 700	COMMSCOPE - NNH4-65C-R6 (P)	142'-0"	140°	4°	0°	(1) RRUS 4478 B14 (P)	-	-	(1) FIBER TRUNK (P) (3) DC TRUNKS (#4 AWG) (P)	260'±
B2	17	-	-	-	-	-	-	-	-	(1) DC9-48-60-24-8C-EV (P)	-	-
B3	18	LTE 700/ AWS/1900	COMMSCOPE - NNH4-65C-R6 (P)	142'-0"	140°	4°,2°,2° .2°,2°	0°	(1) RRUS 4449 B5/B12 (P) (1) RRUS 8843 B2/B66A (P)	-	-	-	-
B4	-	-	-	-	-	-	-	-	-	-	-	-
B5	-	-	-	-	-	-	-	-	-	-	-	-
C1	31	LTE 700	COMMSCOPE - NNH4-65C-R6 (P)	142'-0"	260°	4°	0°	(1) RRUS 4478 B14 (P)	-	-	(1) FIBER TRUNK (P) (3) DC TRUNKS (#4 AWG) (P)	260'±
C2	32	-	-	-	-	-	-	-	-	(1) DC9-48-60-24-8C-EV (P)	-	-
C3	33	LTE 700/ AWS/1900	COMMSCOPE - NNH4-65C-R6 (P)	142'-0"	260°	4°,2°,2° .2°,2°	0°	(1) RRUS 4449 B5/B12 (P) (1) RRUS 8843 B2/B66A (P)	-	-	-	-
C4	-	-	-	-	-	-	-	-	-	-	-	-
C5	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS			(6) ANTENNAS	-			(9) RRU'S		(0) TMA	(3) SPD	(12) CABLES	

(P) = PROPOSED

- ALL RRU MOUNTING BRACKETS TO BE SUPPLIED BY AT&T

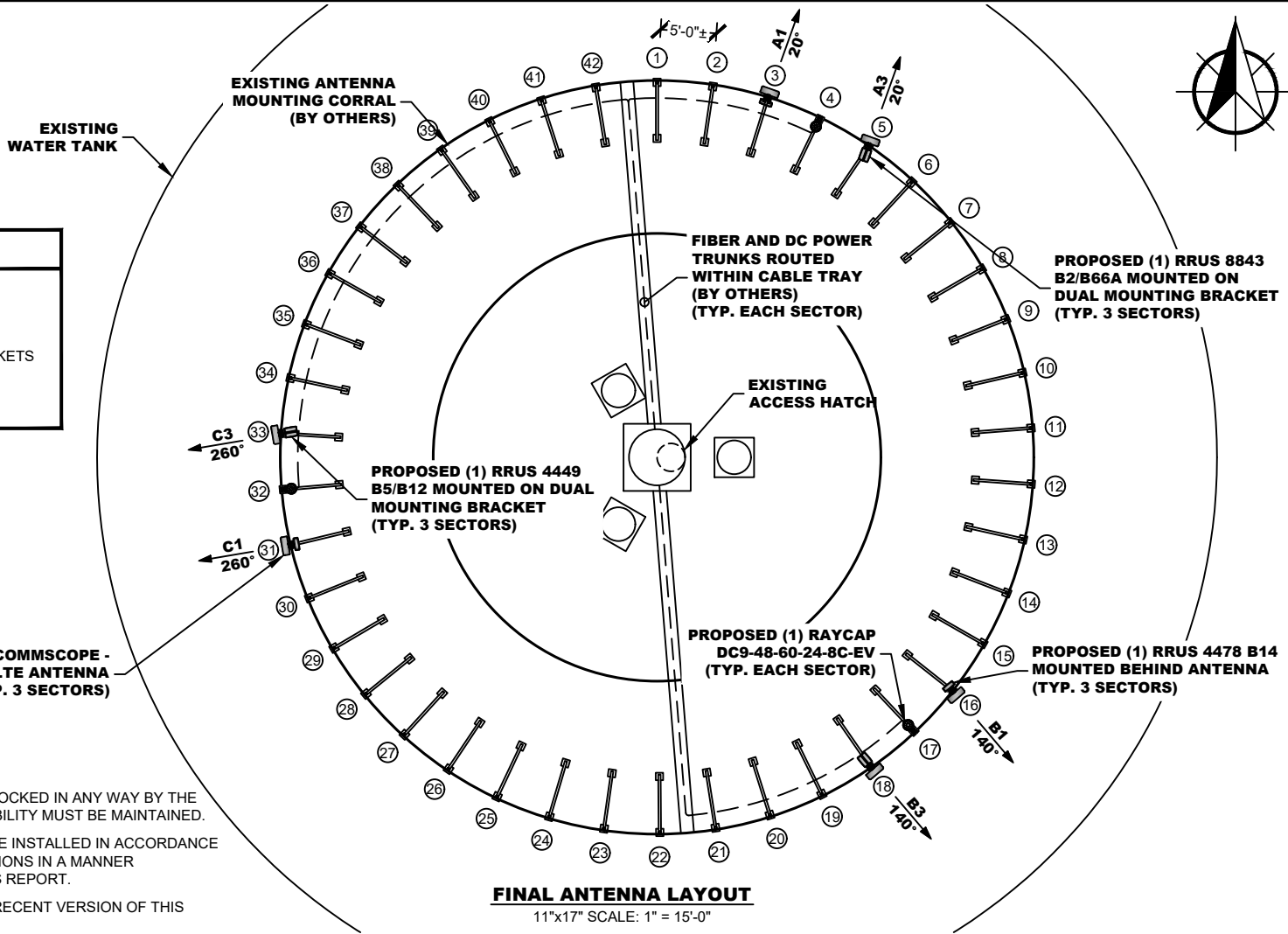
- MAINTAIN 3'-0" MIN. SEPERATION BETWEEN FIRSTNET AND LTE 700 ANTENNAS

SCOPING NOTES - TOWER

- INSTALL (6) NNH4-65C-R6 ANTENNAS
- INSTALL (3) NEW RRUS 4449 B5/B12
- INSTALL (3) NEW RRUS 4478 B14
- INSTALL (3) NEW RRUS 8843 B2/B66A
- INSTALL (3) NEW B2B DUAL RRU MOUNTING BRACKETS
- INSTALL (3) NEW RAYCAP DC9-48-60-24-8C-EV
- INSTALL (3) NEW FIBER TRUNKS
- INSTALL (9) NEW DC POWER TRUNKS (#4 AWG)

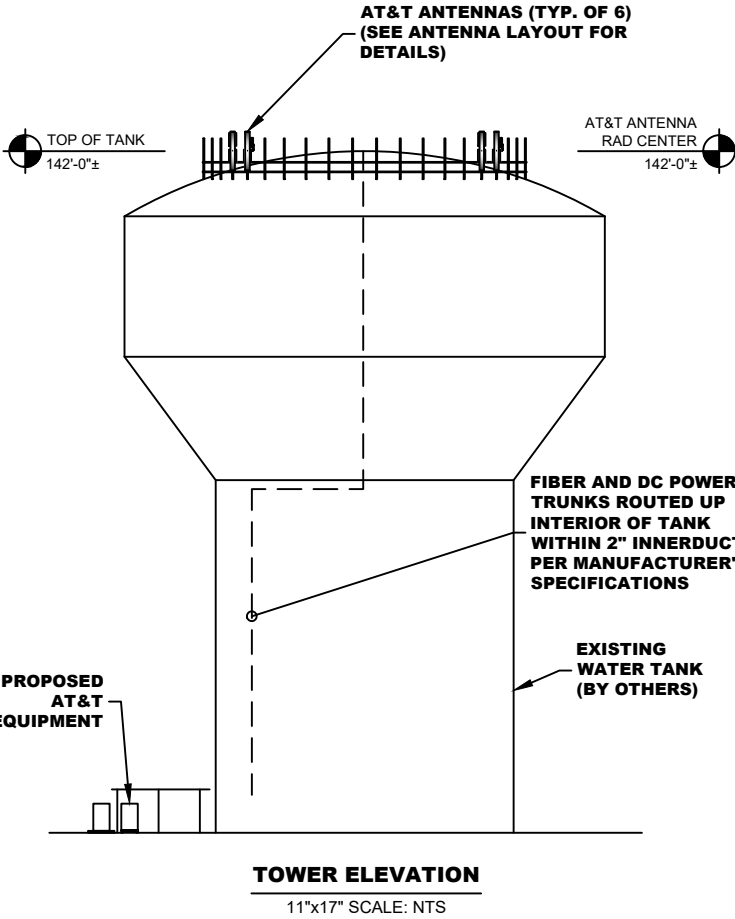
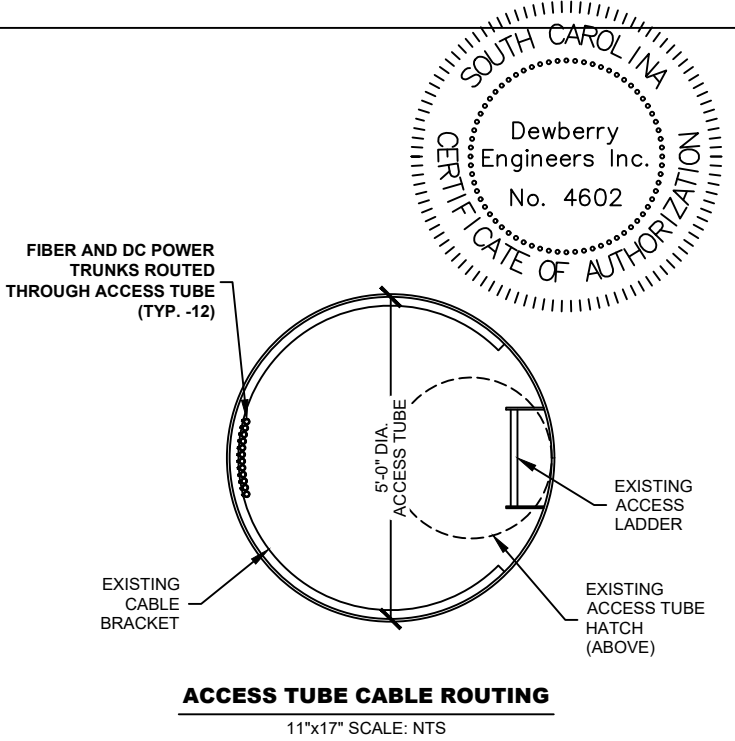
NOTES:

- THE REQUIRED FAA LIGHTING MUST NOT BE BLOCKED IN ANY WAY BY THE ANTENNAS. THE REQUIRED 360° LIGHTING VISIBILITY MUST BE MAINTAINED.
- ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWER ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
- ALL ANTENNA INFORMATION BASED ON MOST RECENT VERSION OF THIS SITES RFDS.



NOTES:

- SOME EXISTING AND PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
- PRIOR TO THE START OF ANY WORK, A STRUCTURAL ANALYSIS AND A MOUNT ANALYSIS PERFORMED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE PROJECT MUST BE COMPLETED TO DETERMINE THE ADEQUACY OF EXISTING MOUNTS AND TOWER FOR ADDITION OF NEW EQUIPMENT. CONTRACTOR SHALL OBTAIN A COPY PRIOR TO START OF ANY WORK.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN FIELD AND NOTIFY ENGINEER OF RECORD FOR ANY DISCREPANCIES.



SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY:	SRF
CHECKED BY:	DSW
APPVD BY:	WP
DEWBERRY PROJECT NO:	50107750

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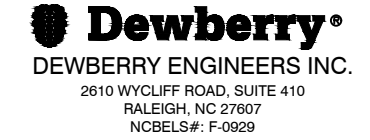
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PREPARED BY:



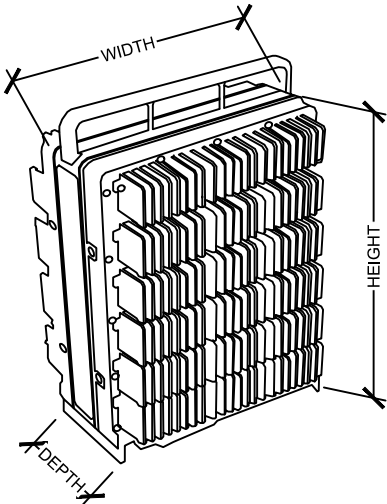
PREPARED BY:



SITE ID:	091-096
SITE NAME:	091-096 SUMMIT PARKWAY
SITE ADDRESS:	1201 SUMMIT PARKWAY COLUMBIA, SC 29229
FA LOCATION:	14579327
SITE NUMBER:	N/A
SHEET TITLE	ANTENNA LAYOUT & TOWER ELEVATION
SHEET NUMBER	C-3

ERICSSON RRUS 8843 B2/B66A

- DIMENSIONS (H x W x D): 14.9" x 13.2" x 10.9" (INCLUDES SUNSHIELD)
- WEIGHT: 72.0 LBS
- B2 TX = 1930-1990 MHZ, B66A TX = 2110-2180 MHZ
- B2 RX = 1850-1910 MHZ, B66A RX = 1710-1780 MHZ
- CPRI 2 PORTS X 2.5/4.9/9.8/10.1 GBPS.



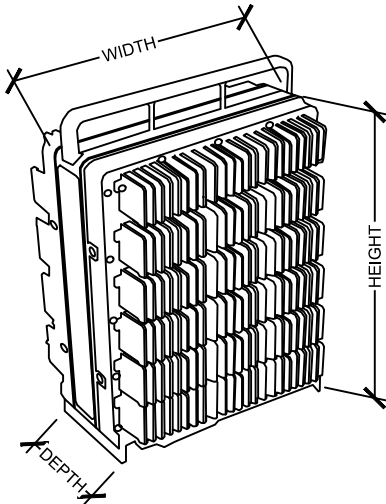
NOTE:
RRUS CAN ONLY BE PAINTED ON SOLAR SHIELD.

ERICSSON RRUS 8843 B2/B66A DETAIL

SCALE: N.T.S.

ERICSSON RRUS 4449 B5/B12

- DIMENSIONS (H x W x D): 17.9" x 13.2" x 9.4" (INCLUDES SUNSHIELD)
- WEIGHT: 71.0 LBS
- B5 TX = 869-894 MHZ, B12 TX = 729-746 MHZ
- B5 RX = 824-849 MHZ, B12 RX = 699-716 MHZ
- CPRI 2 PORTS X 2.5/4.9/9.8/10.1 GBPS.



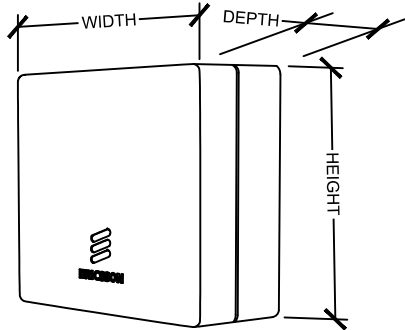
NOTE:
RRUS CAN ONLY BE PAINTED ON SOLAR SHIELD.

ERICSSON RRUS 4449 B5/B12 DETAIL

SCALE: N.T.S.

ERICSSON RRUS 4478 B14

- DIMENSIONS (H x W x D): 15" x 13.2" x 7.3" (INCLUDES SUNSHIELD)
- WEIGHT: 59.4 LBS
- TX = 758-768 MHZ
- RX = 788-798 MHZ
- CPRI 2 PORTS X 2.5/4.9/9.8/10.1 GBPS.



NOTE:
RRUS CAN ONLY BE PAINTED ON SOLAR SHIELD.

ERICSSON RRUS 4478 B14 DETAIL

SCALE: N.T.S.

RAYCAP DC9 OVER VOLTAGE PROTECTOR WITH DOME COVER

MIN. 2" TO MAX. 4" GALVANIZED PIPE

RAYCAP SUPPLIED POLE MOUNTING BRACKETS

DOME SECURING BAND

RAYCAP SUPPLIED BASE ASSEMBLY

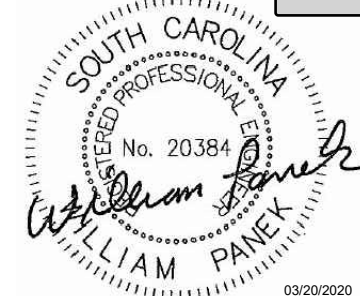
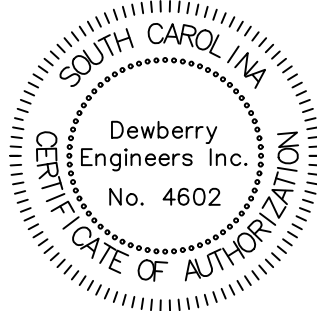
POWER CABLE INGRESS PORTS

NOTES:

RAYCAP VIA AT&T SUPPLIES THE DC9 OVER VOLTAGE PROTECTOR AND PIPE MOUNTING BRACKETS. SUBCONTRACTOR SHALL SUPPLY THE PIPE.

RAYCAP DC9-48-60-24-8C-EV OVP ASSEMBLY

SCALE: N.T.S.



SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY: SRF

CHECKED BY: DSW

APPVD BY: WP

DEWBERRY PROJECT NO: 50107750

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PREPARED FOR:



PREPARED BY:



507 AIRPORT BLVD, SUITE 111
MORRISVILLE, NC 27560

PREPARED BY:



DEWBERRY ENGINEERS INC.
2610 WYCLIFF ROAD, SUITE 410
RALEIGH, NC 27607
NCBELS#: F-0929

SITE ID:

091-096

SITE NAME:

091-096 SUMMIT PARKWAY

SITE ADDRESS:

1201 SUMMIT PARKWAY
COLUMBIA, SC 29229

FA LOCATION:

14579327

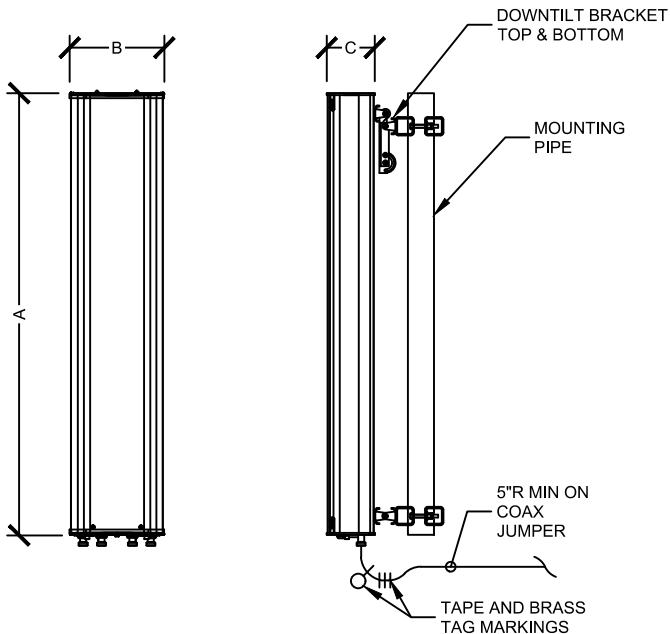
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N/A

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER

C-4



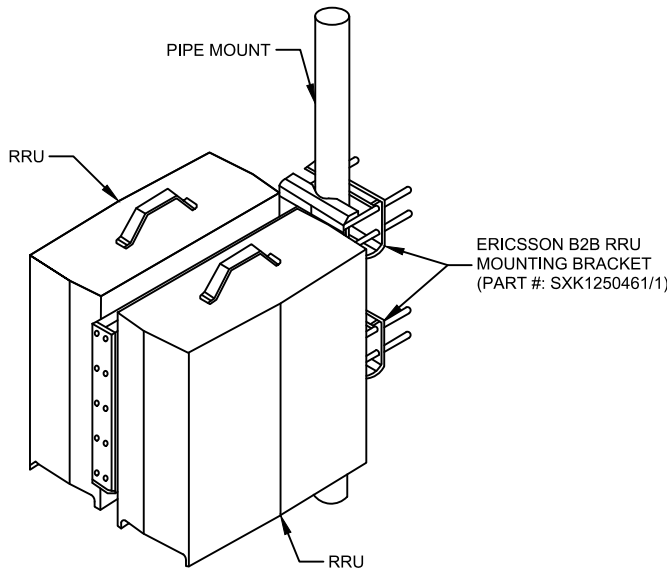
NEW ANTENNA SPECIFICATIONS

ANTENNA MODEL	LENGTH (A)	WIDTH (B)	DEPTH (C)	WEIGHT
COMMScope NNH4-65C-R6	96.0"	19.6"	7.8"	102.1 LBS

NEW ANTENNA SPECIFICATIONS

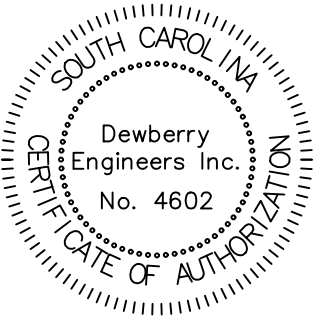
SCALE: N.T.S.

AT&T SUPPLIED ERICSSON SXK1250461/1
B2B RRU MOUNTING BRACKET



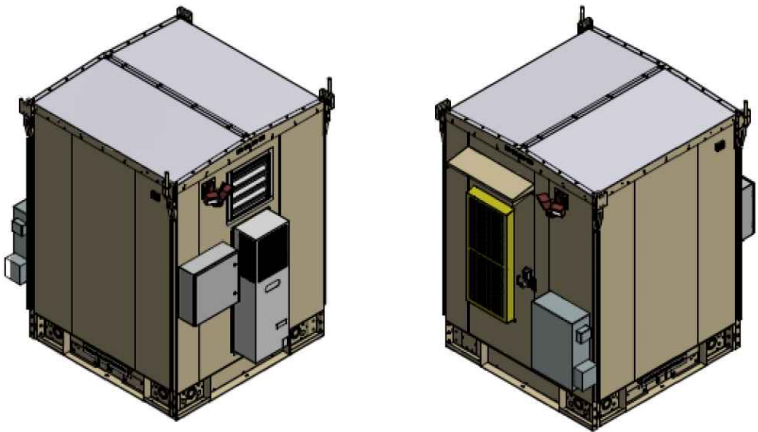
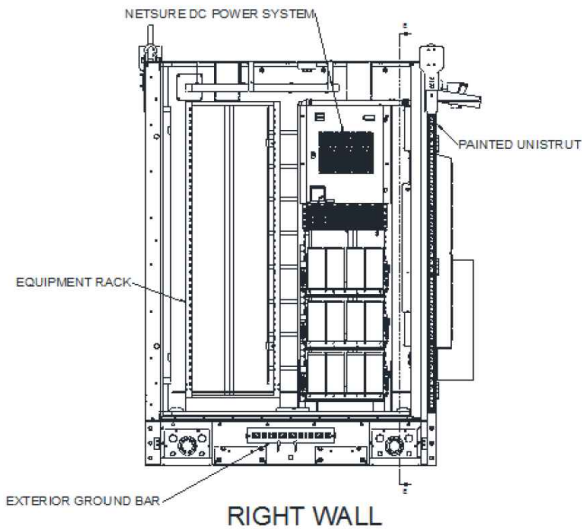
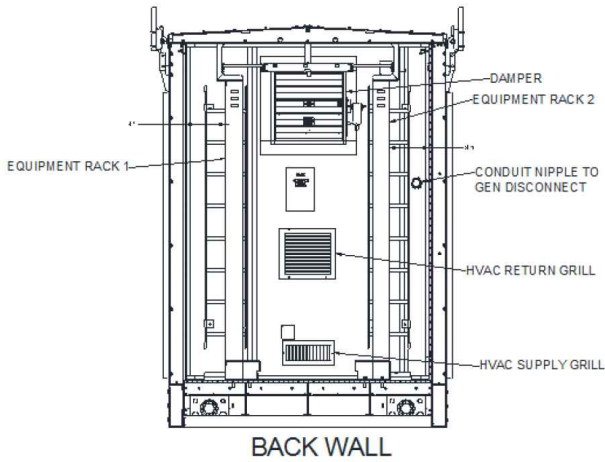
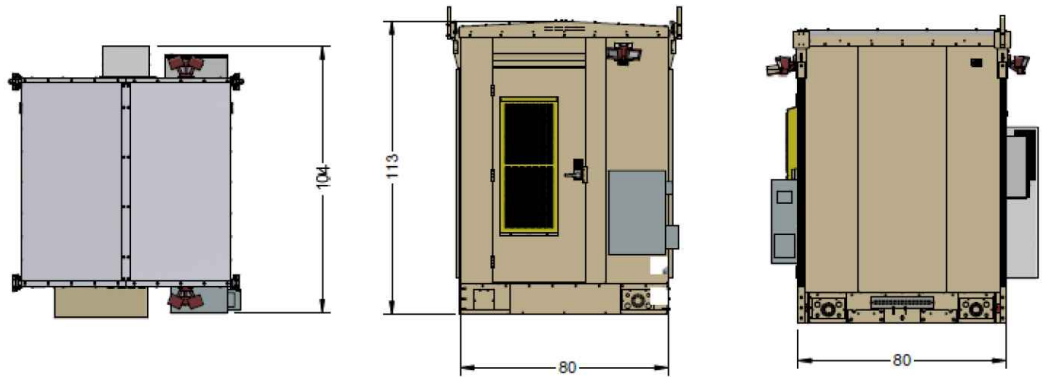
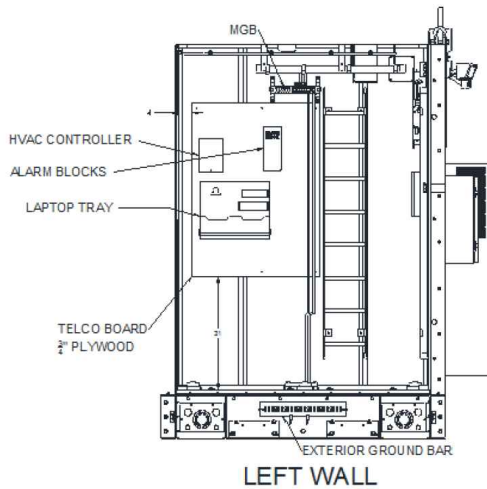
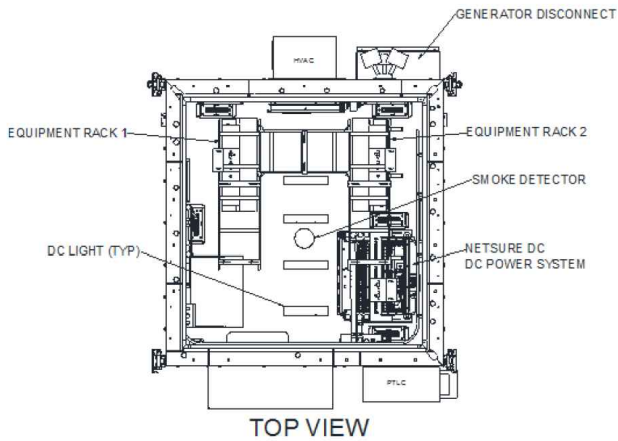
DUAL B2B RRU MOUNTING BRACKET

SCALE: N.T.S.



EQUIPMENT SPECIFICATIONS

- EXTERNAL DIMENSIONS (H x W x D): 9.5' x 6.6' x 6.6'
- INTERNAL DIMENSIONS (H x W x D): 96" x 70.5" x 70.5"
- WEIGHT: 5500 LBS



VERTIV SMARTMOD WALK-IN-CABINET

SCALE: N.T.S.

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY: SRF
CHECKED BY: DSW
APPVD BY: WP
DEWBERRY PROJECT NO: 50107750

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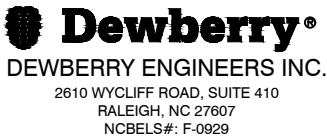
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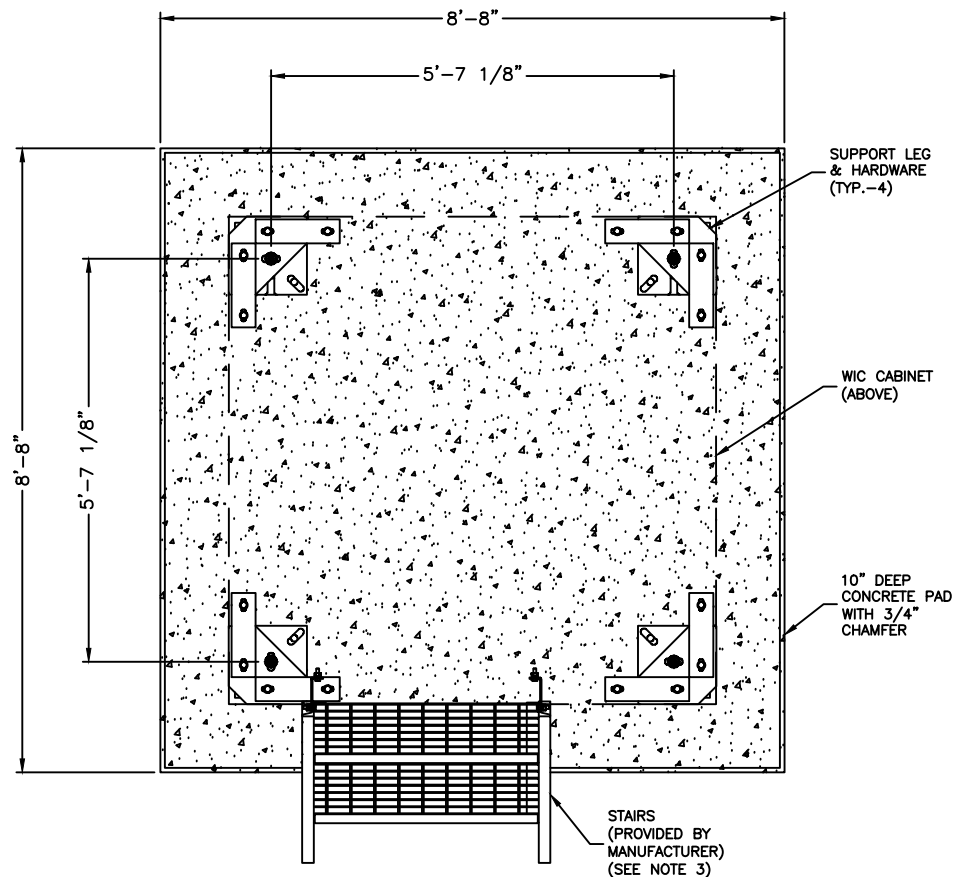
PREPARED BY:



PREPARED BY:

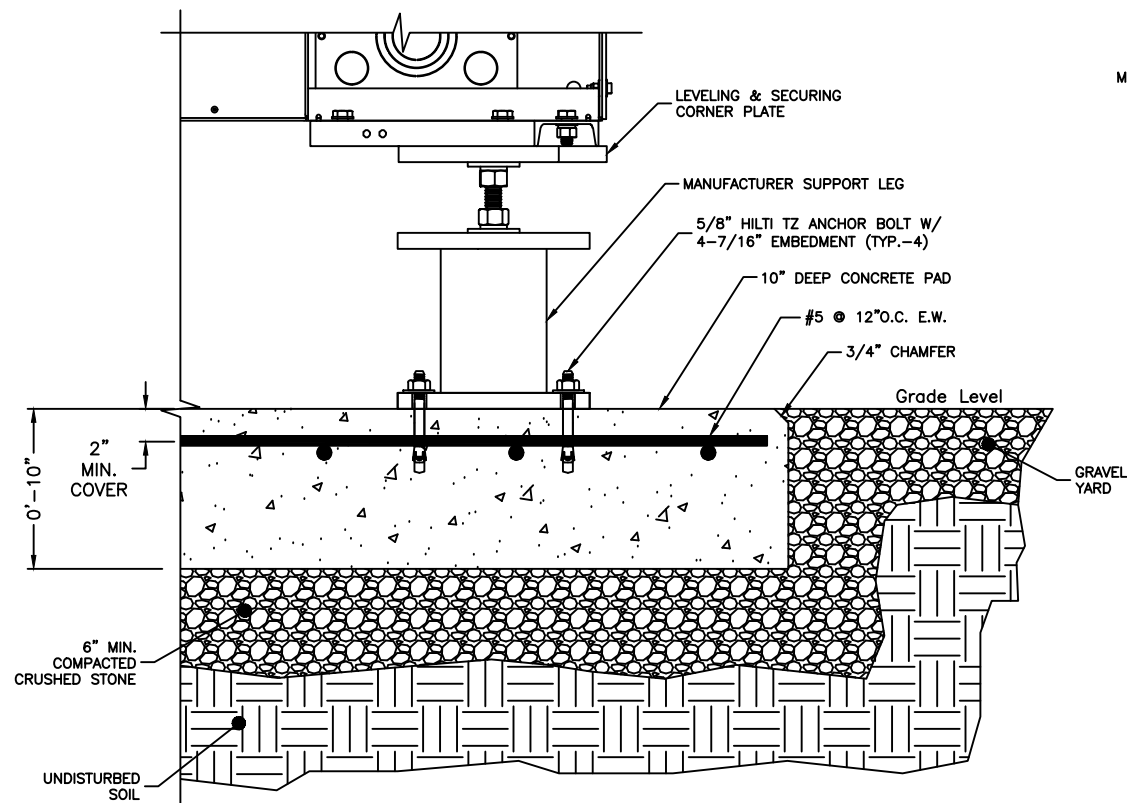


SITE ID: 091-096
SITE NAME: 091-096 SUMMIT PARKWAY
SITE ADDRESS: 1201 SUMMIT PARKWAY COLUMBIA, SC 29229
FA LOCATION: 14579327
SITE NUMBER: N/A
SHEET TITLE CABINET DETAILS
SHEET NUMBER C-5



WIC FOUNDATION DETAIL

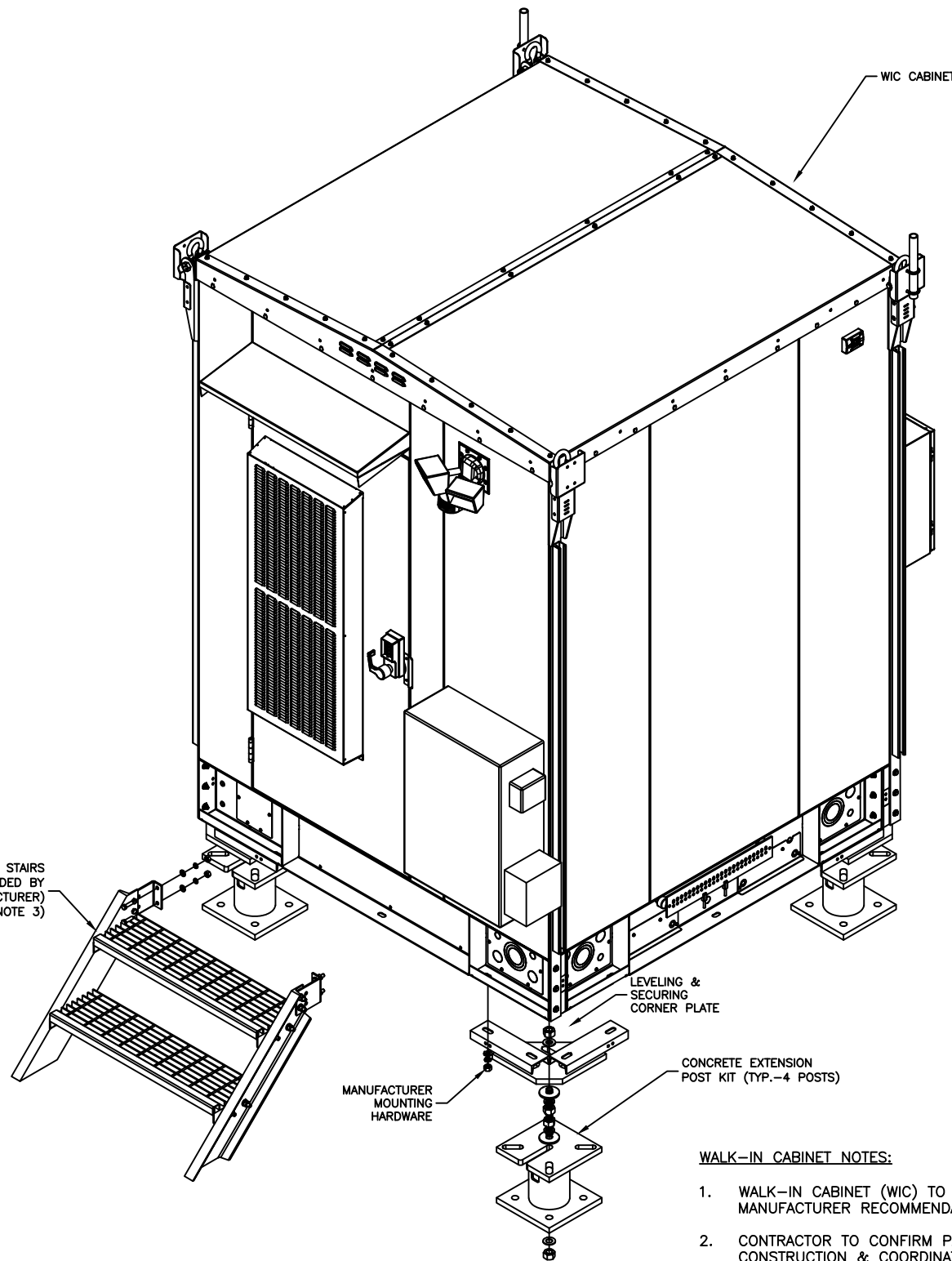
11"x17" SCALE: 3/8" = 1'-0"



WIC BASE SECTION

11"x17" SCALE: 1" = 1'-0"

STAIRS
(PROVIDED BY
MANUFACTURER)
(SEE NOTE 3)

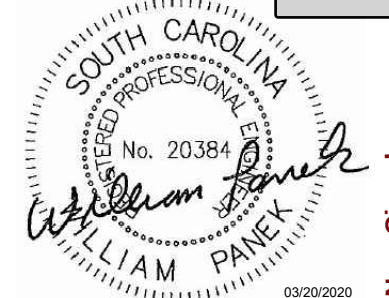
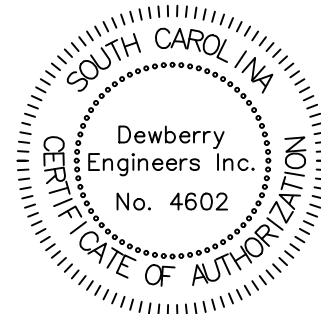


WIC ISOMETRIC

11"x17" SCALE: N.T.S.

WALK-IN CABINET NOTES:

1. WALK-IN CABINET (WIC) TO BE INSTALLED ACCORDING TO MANUFACTURER RECOMMENDATIONS & SPECIFICATIONS.
2. CONTRACTOR TO CONFIRM PARTS & HARDWARE PRIOR TO CONSTRUCTION & COORDINATE WITH AT&T CM.
3. FOUNDATION TO BE FLUSH WITH EXISTING GRADE. CONTRACTOR SHALL MAINTAIN A MAXIMUM 18" CLEARANCE FROM GRADE TO BOTTOM OF WIC TO ACCOMMODATE STAIRS. VERIFY IN FIELD PRIOR TO POST INSTALLATION.
4. COORDINATE POWER & TELCO CONDUIT STUBUP PLACEMENT WITH ELECTRICAL TRADES. SEE E-1 FOR ADDITIONAL INFORMATION.
5. PROVIDE WORKING HVAC AND ELECTRICAL WORKING SPACE CLEARANCES PER MANUFACTURER RECOMMENDATIONS & CODE REQUIREMENTS.
6. WIC DIMENSIONS: 6'-8"W X 6'-8"L X 9'-6" TALL (NO BASE)
WIC WEIGHT: 5500 LBS (EMPTY) 7500 LBS (FULLY INTEGRATED)
7. CONTRACTOR TO PROVIDE AND INSTALL SPECIFIED CONCRETE ANCHORS.



03/20/2020

SUBMITTALS

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APPVD BY: WP
DEWBERRY PROJECT NO: 50107750

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PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:

091-096

SITE NAME:

091-096 SUMMIT PARKWAY

SITE ADDRESS:

1201 SUMMIT PARKWAY
COLUMBIA, SC 29229

FA LOCATION:

14579327

SITE NUMBER:

N/A

SHEET TITLE
CABINET MOUNTING
DETAILS

SHEET NUMBER

C-6

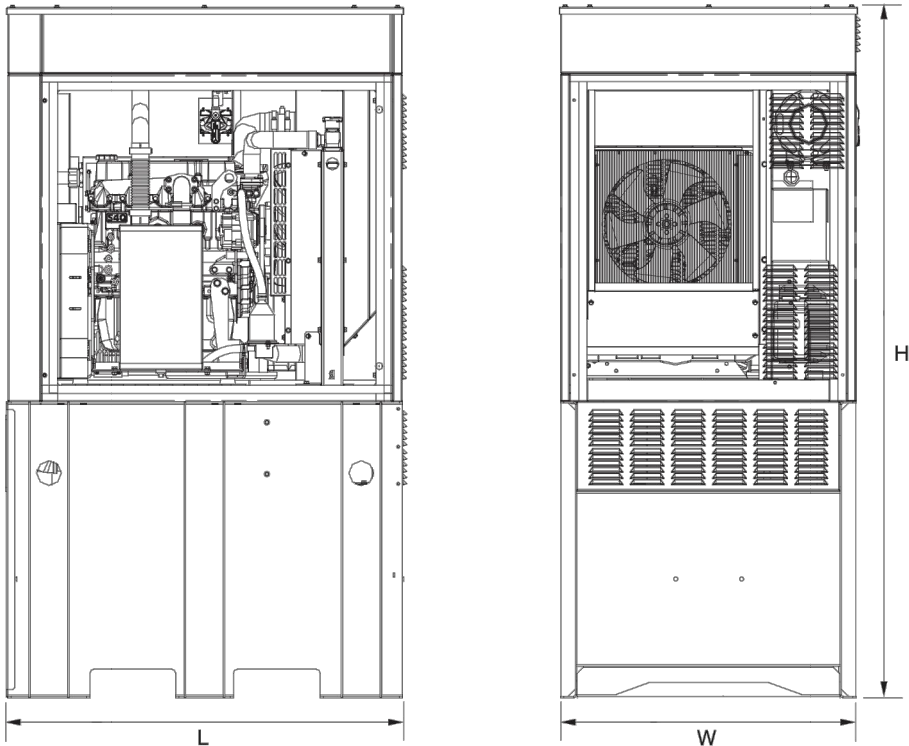
SDC20 | 2.5L | 20 kW - AC
INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

DIMENSIONS AND WEIGHTS*

GENERAC INDUSTRIAL POWER

Model G007098-0 (Steel)



Level 2 Sound Attenuation Enclosure	
Run Time Hours	48
Usable Capacity Gal (L)	92 (348.2)
L x W x H in (mm)	48 x 36 x 90 (1219.2 x 914.4 x 2286)
Weight lbs (kg)	2400 (1089)
Sound Level	71 dBA

* All measurements are approximate and for estimation purposes only.

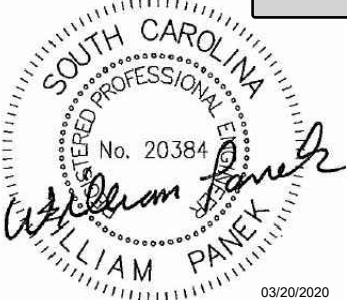
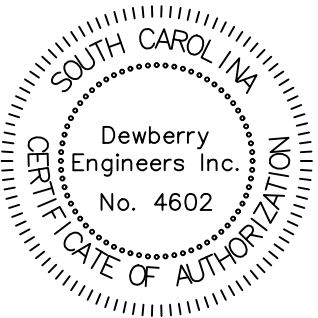
YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

Generac Power Systems, Inc. | P.O.Box 8 | Waukesha, WI 53189
P: (262) 544-4811 ©2016 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice.

Document No. 10000009019
Rev. WIP 11/04/16

GENERATOR DETAIL
SCALE: N.T.S.



03/20/2020

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

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CHECKED BY:	DSW
APPVD BY:	WP
DEWBERRY PROJECT NO:	50107750

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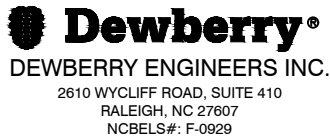
PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:

091-096

SITE NAME:

091-096 SUMMIT PARKWAY

SITE ADDRESS:

1201 SUMMIT PARKWAY
COLUMBIA, SC 29229

FA LOCATION:

14579327

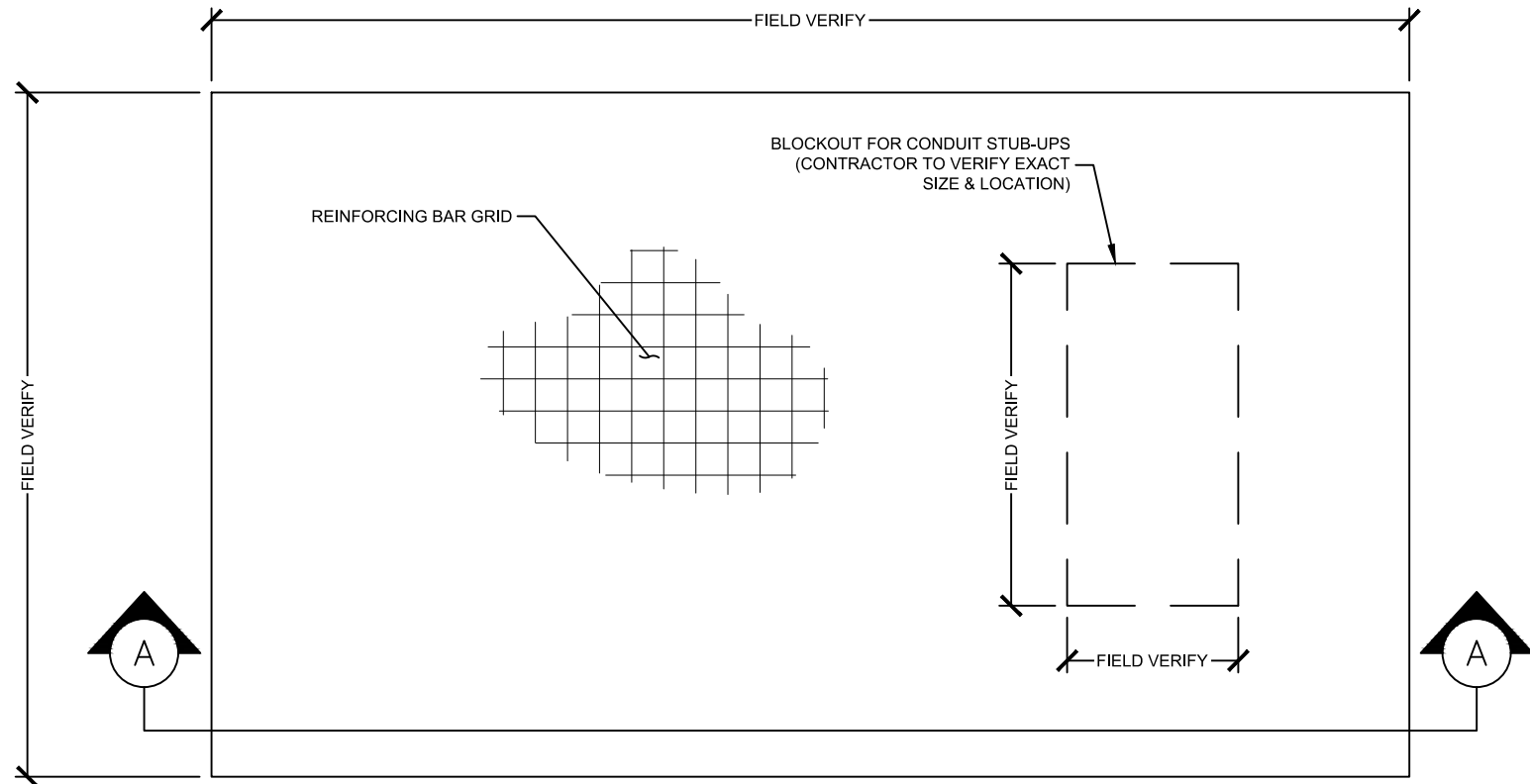
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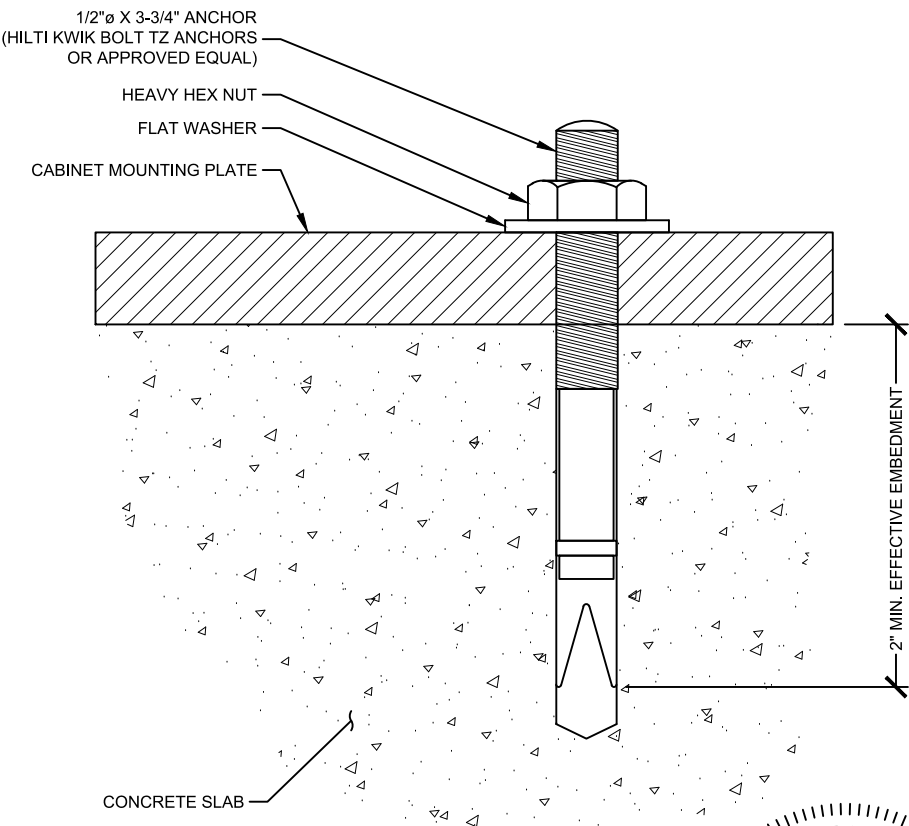
SHEET TITLE
GENERATOR DETAILS

SHEET NUMBER

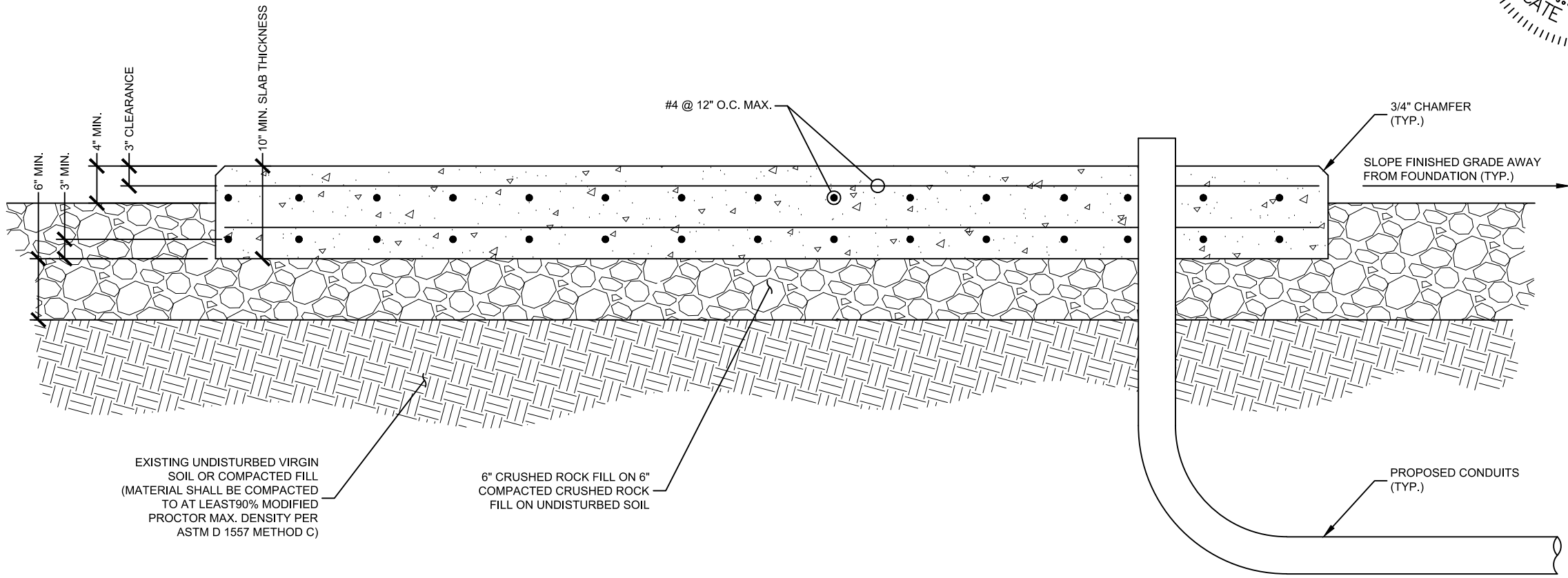
C-7



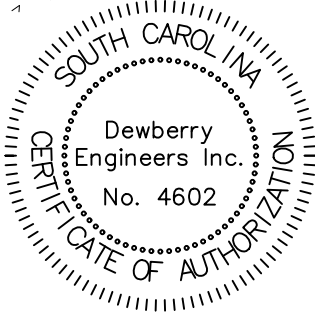
EQUIPMENT PAD PLAN
SCALE: N.T.S.



ANCHORAGE DETAIL
SCALE: N.T.S.



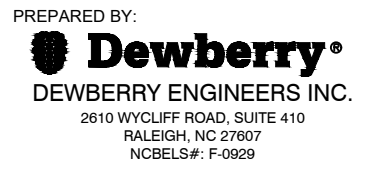
SECTION A-A
SCALE: N.T.S.



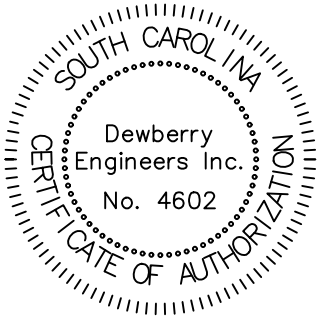
SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY:	SRF
CHECKED BY:	DSW
APPVD BY:	WP
DEWBERRY PROJECT NO:	50107750

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SITE ID:	091-096
SITE NAME:	091-096 SUMMIT PARKWAY
SITE ADDRESS:	1201 SUMMIT PARKWAY COLUMBIA, SC 29229
FA LOCATION:	14579327
SITE NUMBER:	N/A
SHEET TITLE	CIVIL DETAILS
SHEET NUMBER	C-8



03/20/2020

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY:	SRF
CHECKED BY:	DSW
APPVD BY:	WP
DEWBERRY PROJECT NO:	50107750

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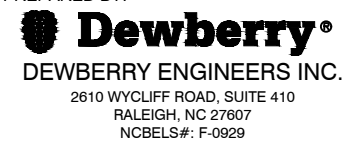
PREPARED FOR:



PREPARED BY:



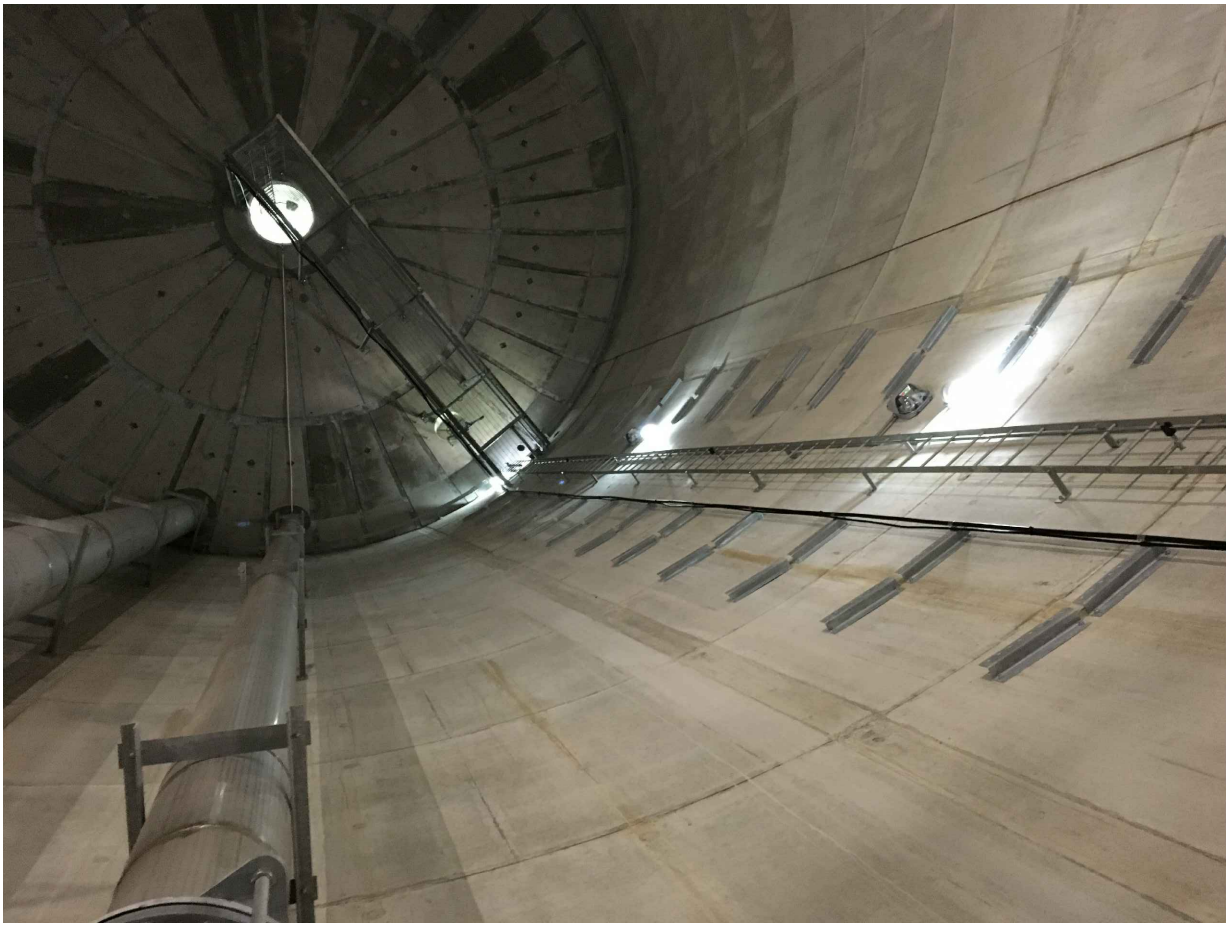
PREPARED BY:



SITE ID:	091-096
SITE NAME:	091-096 SUMMIT PARKWAY
SITE ADDRESS:	1201 SUMMIT PARKWAY COLUMBIA, SC 29229
FA LOCATION:	14579327
SITE NUMBER:	N/A
SHEET TITLE	PHOTOS
SHEET NUMBER	C-9

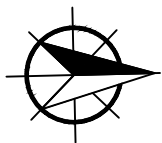


EXISTING ENTRY PORTS
SCALE: N.T.S.



EXISTING CABLE SUPORT BRACKETS
SCALE: N.T.S.

CONTRACTOR TO
COORDINATE WITH LOCAL
UTILITY FOR INCOMING
FIBER SUPPLY



OUTLINE OF EXISTING
WATER TANK (ABOVE)

EXISTING
TRANSFORMER

EXISTING UTILITY
FRAME

EXISTING
GENERATOR ON
CONCRETE PAD

CONTRACTOR TO
COORDINATE SERVICE WITH
LOCAL FIBER COMPANY

CONTRACTOR TO
COORDINATE WITH LOCAL
UTILITY FOR INCOMING
POWER SUPPLY

EXISTING 142' WATER
TANK (BY OTHERS)

PROPOSED 6' AT&T
UTILITY FRAME WITH
METER, DISCONNECT AND
TELCO ENCLOSURE (TYP.)

PROPOSED
GENERAC 20kW AC
DIESEL GENERATOR

(1) 3/4" CONDUIT
FOR CONTROLS

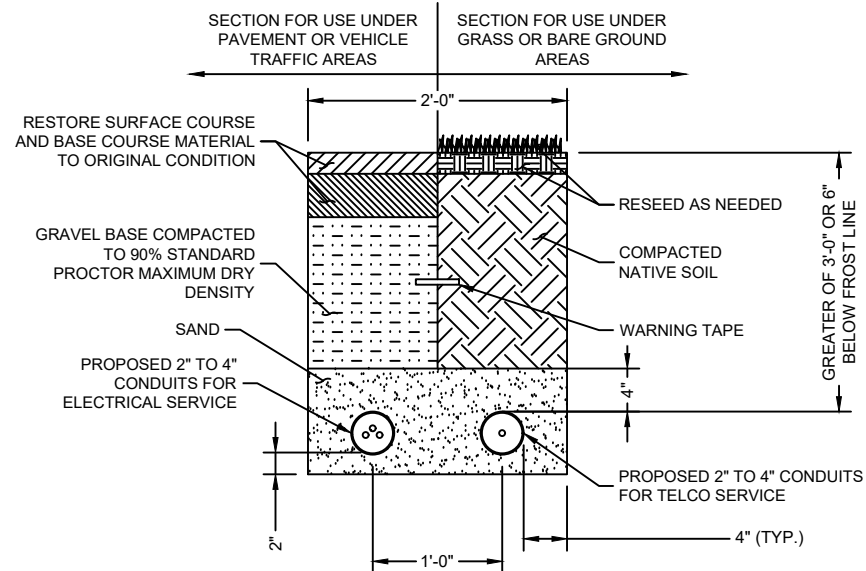
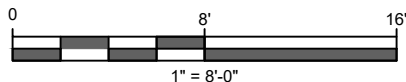
(1) 2 1/2" DC POWER CONDUIT
FROM THE PROPOSED
GENERATOR TO THE PROPOSED
DC POWER PLANT

(1) 2 1/2" POWER
CONDUIT FROM METER &
DISCONNECT TO 200A
TRANSFER SWITCH ON
WIC CABINET

(1) 4" FIBER CONDUIT W/ (3) 1
1/4" FLEX INTERDUCT & PULL
STRING FOR FIBER POWER
LEADS STUBBED UP IN FIBER
HANDHOLE. CONTRACTOR TO
COORDINATE SERVICE WITH
LOCAL FIBER COMPANY

SERVICE ROUTING PLAN

11"x17" SCALE: 1" = 8'-0"

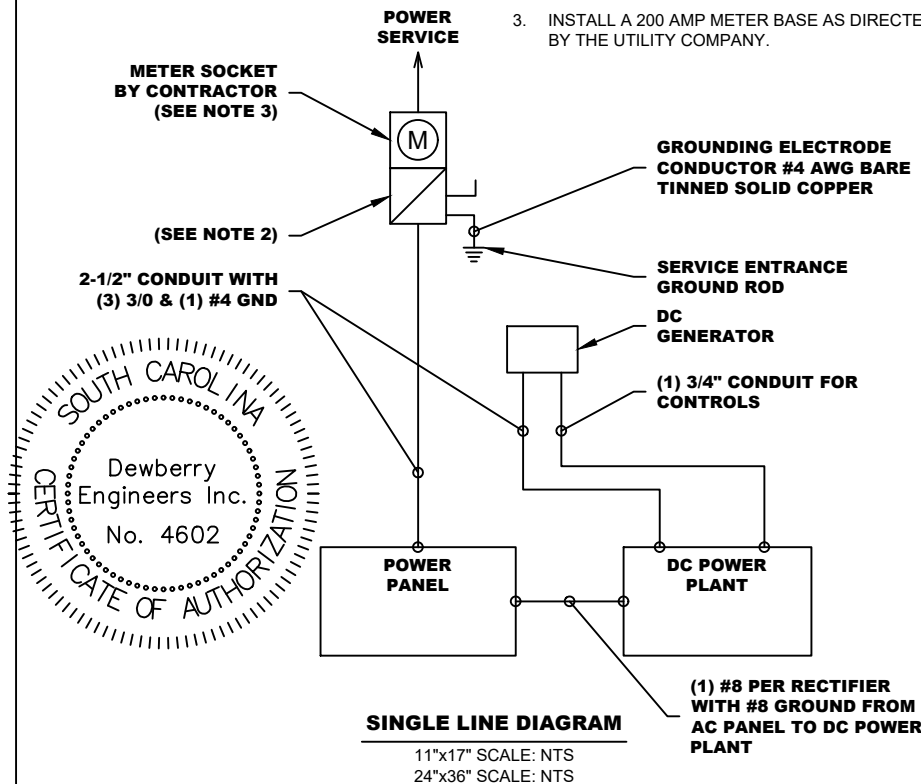


JOINT UTILITY TRENCH DETAIL

SCALE: NTS

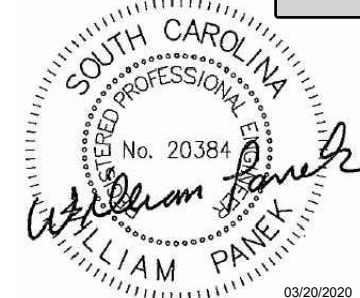
SINGLE LINE DIAGRAM NOTES:

1. ELECTRICAL SERVICE SHALL BE 120/240V, 1Ø, 3W, 200A.
2. PROVIDE SERVICE ENTRANCE RATED CIRCUIT BREAKER TYPE DISCONNECT SWITCH.
3. INSTALL A 200 AMP METER BASE AS DIRECTED BY THE UTILITY COMPANY.



SINGLE LINE DIAGRAM

11"x17" SCALE: NTS
24"x36" SCALE: NTS



SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY: SRF
CHECKED BY: DSW
APPVD BY: WP
DEWBERRY PROJECT NO: 50107750

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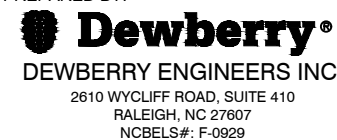
PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:
091-096

SITE NAME:
091-096 SUMMIT PARKWAY

SITE ADDRESS:
**1201 SUMMIT PARKWAY
COLUMBIA, SC 29229**

FA LOCATION:
14579327

SITE NUMBER:
N/A

SHEET TITLE
**SERVICE ROUTING &
SINGLE LINE DIAGRAM**

SHEET NUMBER
E-1

ELECTRICAL NOTES:

SCOPE:

1. PROVIDE LABOR, MATERIALS, INSPECTION, AND TESTING TO PROVIDE CODE COMPLIANCE FOR ELECTRIC, TELEPHONE, AND GROUNDING/LIGHTNING SYSTEMS.

CODES:

1. THE INSTALLATION SHALL COMPLY WITH APPLICABLE LAWS AND CODES. THESE INCLUDE BUT ARE NOT LIMITED TO THE LATEST ADOPTED EDITIONS OF:
- A. THE NATIONAL ELECTRICAL SAFETY CODE

B. THE NATIONAL ELECTRIC CODE - NFPA-70

C. REGULATIONS OF THE SERVING UTILITY COMPANY

D. LOCAL AND STATE AMENDMENTS

E. THE INTERNATIONAL ELECTRIC CODE - IEC (WHERE APPLICABLE)
2. PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.
3. AFTER COMPLETION AND FINAL INSPECTION OF THE WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF COMPLETION AND APPROVAL.

TESTING:

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST THE EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. THE TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

GUARANTEE:

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER AND WITHOUT EXPENSE TO THE OWNER.
2. THE WARRANTEE CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

UTILITY CO-ORDINATION:

1. CONTRACTOR SHALL COORDINATE WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH THE SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

EXAMINATION OF SITE:

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH THE CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS SECTION WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING THE WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

CUTTING, PATCHING AND EXCAVATION:

1. COORDINATION OF SLEEVES, CHASES, ETC., BETWEEN SUBCONTRACTORS WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK. CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
2. NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE ELECTRICAL WORK SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING.
3. SEAL PENETRATIONS THROUGH RATED WALLS, FLOORS, ETC., WITH APPROVED METHOD AS LISTED BY UL.

RACEWAYS / CONDUITS GENERAL:

1. CONDUCTORS SHALL BE INSTALLED IN LISTED RACEWAYS. CONDUIT SHALL BE RIGID STEEL, EMT, SCH40 PVC, OR SCH80PVC AS INDICATED ON THE DRAWINGS. THE RACEWAY SYSTEM SHALL BE COMPLETE COMPLETE BEFORE INSTALLING CONDUCTORS.
2. EXTERIOR RACEWAYS AND GROUNDING SLEEVES SHALL BE SEALED AT POINTS OF ENTRANCE AND EXIT. THE RACEWAY SYSTEM SHALL BE BONDED PER NEC.

EXTERIOR CONDUIT:

1. EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.
2. WHERE INSTALLED ON EXTERIOR STRUCTURES OR EXPOSED TO DAMAGE, THE CONDUIT SHALL BE RIGID STEEL.
3. UNDERGROUND CONDUITS SHALL BE RIGID STEEL, SCH40 PVC, OR SCH80 PVC AS INDICATED ON THE DRAWINGS.
4. BURIAL DEPTH OF CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION, BUT SHALL NOT BE LESS THAN THE FROST DEPTH AT THE SITE.
5. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY ROUTES BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND/OR BUILDING OWNER.

INTERIOR CONDUIT:

1. CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT.
2. CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
3. PROVIDE SUPPORTS FOR CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.

EQUIPMENT:

1. DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.
2. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK. CONTRACTOR WILL VERIFY THAT EXISTING CIRCUIT BREAKERS ARE RATED FOR MORE THAN AVAILABLE FAULT CURRENT AND REPLACE AS NECESSARY.
3. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY.

CONDUCTORS:

1. FURNISH AND INSTALL CONDUCTORS SPECIFIED IN THE DRAWINGS. CONDUCTORS SHALL BE COPPER AND SHALL HAVE TYPE THWN (MIN) (75° C) INSULATION, RATED FOR 600 VOLTS.
2. THE USE OF ALUMINUM CONDUCTORS SHALL BE LIMITED TO THE SERVICE FEEDERS INSTALLED BY THE UTILITY.
3. CONDUCTORS SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
- A. MINIMUM WIRE SIZE SHALL BE #12 AWG.

B. CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND #12 MAY BE SOLID OR STRANDED.

C. CONNECTION FOR #10 AWG #12 AWG SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.

D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP-ON SLEEVES WITH NYLON INSULATOR.
3. CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.

UL COMPLIANCE:

1. ELECTRICAL MATERIALS, DEVICES, CONDUCTORS, APPLIANCES, AND EQUIPMENT SHALL BE LABELED/LISTED BY UL OR ACCEPTED BY JURISDICTION (I.E., LOCAL COUNTY OR STATE) APPROVED THIRD PARTY TESTING AGENCY.

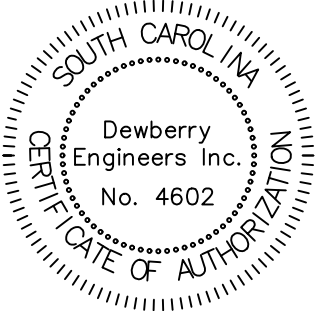
GROUNDING:

1. ELECTRICAL NEUTRALS, RACEWAYS AND NON-CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED AT A SINGLE POINT.
2. PROVIDE GROUND CONDUCTOR IN RACEWAYS PER NEC.
3. PROVIDE BONDING AND GROUND TO MEET NFPA 780 - "LIGHTNING PROTECTION" AS A MINIMUM.
4. PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE, RADIO EQUIPMENT MANUFACTURERS, AND MOTOROLA R56 (AS APPLICABLE).

ABBREVIATIONS AND LEGEND

A	-	AMPERE	PNLBD	-	PANELBOARD
AFG	-	ABOVE FINISHED GRADE	PVC	-	RIGID NON-METALLIC CONDUIT
ATS	-	AUTOMATIC TRANSFER SWITCH	RGS	-	RIGID GALVANIZED STEEL CONDUIT
AWG	-	AMERICAN WIRE GAUGE	SW	-	SWITCH
BCW	-	BARE COPPER WIRE	TGB	-	TOWER GROUND BAR
BFG	-	BELOW FINISHED GRADE	UL	-	UNDERWRITERS LABORATORIES
BKR	-	BREAKER	V	-	VOLTAGE
C	-	CONDUIT	W	-	WATTS
CKT	-	CIRCUIT	XFMR	-	TRANSFORMER
DISC	-	DISCONNECT	XMTR	-	TRANSMITTER
EGR	-	EXTERNAL GROUND RING			
EMT	-	ELECTRIC METALLIC TUBING			
FSC	-	FLEXIBLE STEEL CONDUIT			
GEN	-	GENERATOR			
GPS	-	GLOBAL POSITIONING SYSTEM			
GRD	-	GROUND			
IGB	-	ISOLATED GROUND BAR			
IGR	-	INTERIOR GROUND RING (HAL0)			
KW	-	KILOWATTS			
NEC	-	NATIONAL ELECTRIC CODE			
PCS	-	PERSONAL COMMUNICATION SYSTEM			
PH	-	PHASE			
PNL	-	PANEL			

	P	UNDERGROUND ELECTRICAL CONDUIT
	F	UNDERGROUND FIBER CONDUIT
		KILOWATT-HOUR METER
		UNDERGROUND BONDING AND GROUNDING CONDUCTOR.
		GROUND ROD
		COMPRESSION TYPE CONNECTIONS
		EXOTHERMIC TYPE CONNECTIONS
		GROUND ROD WITH INSPECTION WELL



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APPVD BY:	WP
DEWBERRY PROJECT NO:	50107750

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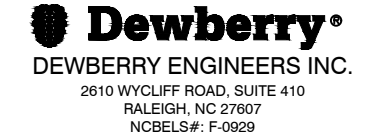
PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:
091-096

SITE NAME:
091-096 SUMMIT PARKWAY

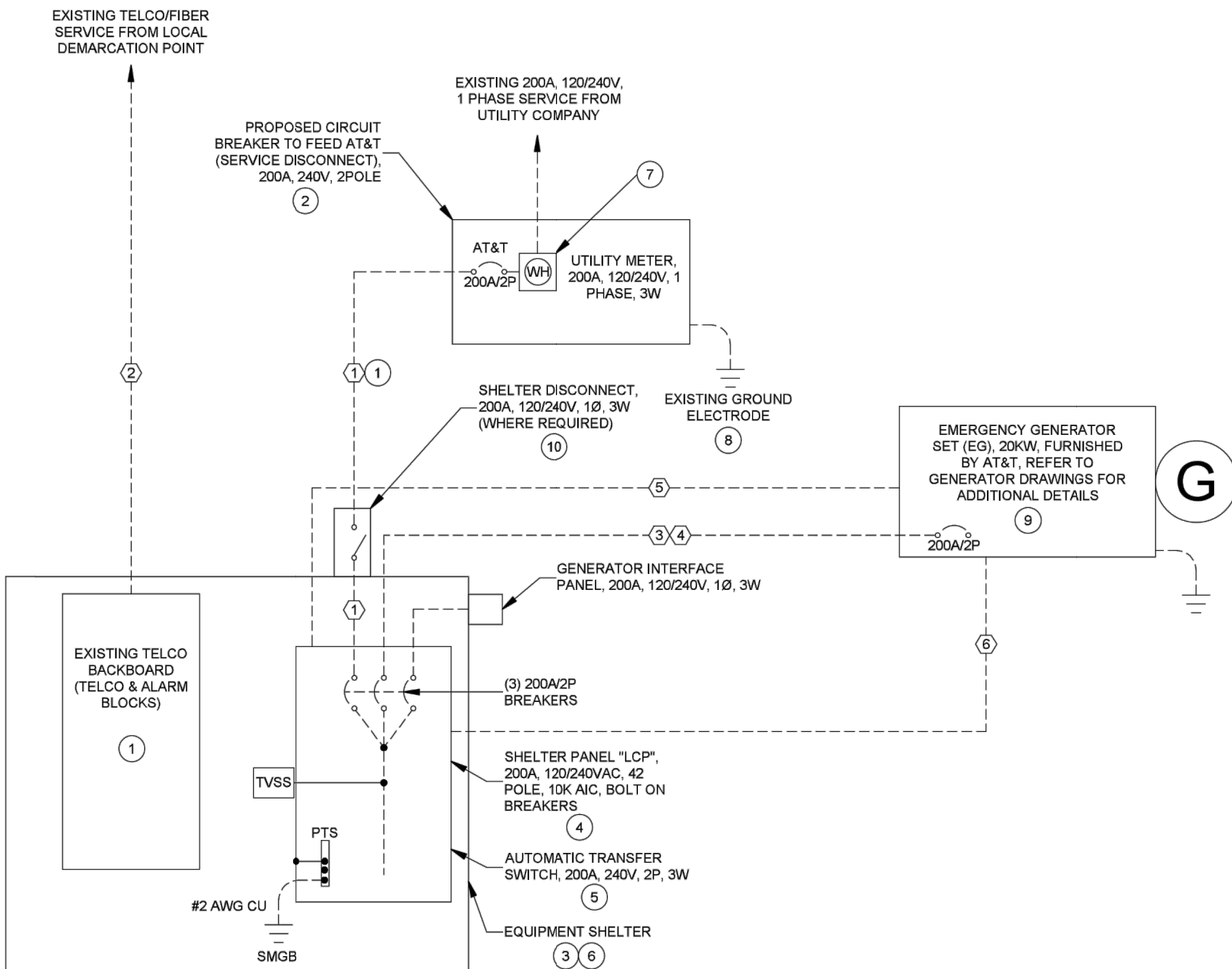
SITE ADDRESS:
1201 SUMMIT PARKWAY COLUMBIA, SC 29229

FA LOCATION:
14579327

SITE NUMBER:
N/A

SHEET TITLE
ELECTRICAL NOTES

SHEET NUMBER
E-2

**GENERAL NOTES:**

- CONTRACTOR SHALL COORDINATE INCOMING SERVICES WITH LOCAL UTILITIES PRIOR TO TRENCHING.
- ALL CONDUCTORS SHALL BE COPPER, 75° C RATED (MIN.), AND CONDUCTOR INSULATION SHALL BE THWN OR THHN.
- ALL TERMINATIONS SHALL BE LISTED AND IDENTIFIED FOR USE WITH 75° C RATED CONDUCTORS OPERATING AT 75°C.
- GROUND FAULT PROTECTION REQUIRED FOR UTILITY RECEPTACLES.
- SERVICE NEUTRAL SHALL BE GROUNDED AT ONE LOCATION ONLY.
- WHITE/NEUTRAL, GREEN/GROUND SHALL BE MAINTAINED THROUGHOUT THE SITE ELECTRICAL SYSTEM (TAPE WILL NOT BE ACCEPTABLE).
- EQUIPMENT LOCATED OUTSIDE OR EXPOSED TO MOISTURE SHALL BE NEMA 3R RATED.
- CONTRACTOR SHALL USE RIGID METAL CONDUIT (RMC) OR INTERMEDIATE METAL CONDUIT (IMC) WHERE POWER CONDUITS ARE EXPOSED, OTHERWISE ALL CONDUITS SHALL BE SCHEDULE 80 PVC, UNLESS OTHERWISE NOTED.
- ALL NEWLY INSTALLED EQUIPMENT SHALL BE RATED AT 10K AIC MINIMUM. HIGHER RATINGS SHALL BE REQUIRED WHERE AVAILABLE FAULT CURRENT EXCEEDS THIS VALUE. EXACT FAULT CURRENT AVAILABLE SHALL BE COORDINATED WITH LOCAL UTILITY BASED ON EXACT CONDITIONS (TRANSFORMER SIZE, PERCENT IMPEDANCE, LENGTH OF CONDUCTORS, ETC.).

NOTES BY SYMBOL:

- CONTRACTOR SHALL FURNISH AND INSTALL POWER CONDUCTORS FROM METER CENTER TO SHELTER. METER WILL BE FURNISHED AND INSTALLED BY LOCAL UTILITY COMPANY.
- CONTRACTOR SHALL PROVIDE AND INSTALL CIRCUIT BREAKER IN METER CENTER TO FEED AT&T SHELTER. CIRCUIT BREAKER SHALL BE 200A, 240V, 2 POLE, TYP AND AIC RATING SHALL MATCH EXISTING.
- EQUIPMENT SHELTER SHELL BE FURNISHED BY CARRIER AND SHALL BE INSTALLED BY CONTRACTOR. ALL ITEMS SHOWN WITHIN SHELTER ARE PROVIDED WITH THE SHELTER AND ARE SHOWN FOR REFERENCE ONLY UNLESS OTHERWISE NOTED. PROVIDE THE CONNECTIONS INDICATED. OBTAIN SHELTER DRAWINGS FOR CIRCUIT CONNECTIONS, BREAKER AND CONDUCTOR SIZES, AND ADDITIONAL INFORMATION.
- CONTRACTOR SHALL PROVIDE ALL CIRCUIT BREAKERS REQUIRED TO FEED AT&T EQUIPMENT. CONTRACTOR SHALL LABEL ALL CIRCUIT BREAKERS WITH RESPECT TO WHAT THEY FEED.
- EQUIPMENT SHELTER IS EQUIPPED WITH TRANSFER SWITCH FOR GENERATOR CONNECTIONS. REFER TO SHELTER DRAWINGS FOR DETAILS. BREAKERS ARE INTERLOCKED TO ALLOW ONLY 1 BREAKER CLOSED AT ANY GIVEN TIME.
- THE CONTRACTOR SHALL REFER TO SHELTER DRAWINGS AND SPECIFICATIONS FOR CONTROL AND ALARM WIRING. INTERIOR ALARMS ARE PRE-WIRED.
- CONTRACTOR SHALL PROVIDE AND INSTALL NAMEPLATE ON METER TO INDICATE "AT&T". NAMEPLATES SHALL BE PHENOLIC, WHITE LETTERS ON BLACK BACKGROUND.
- CONTRACTOR SHALL BOND NEUTRAL TO GROUND AT ONE LOCATION ONLY PER NEC 250 AND LOCAL CODE REQUIREMENTS.
- DO NOT BOND GENERATOR NEUTRAL TO GROUND OR GENERATOR FRAME. GENERATOR NEUTRAL IS BONDED TO SERVICE ENTRANCE NEUTRAL BOND VIA SOLIDLY GROUNDED ATS (OPEN TRANSITION, FLOATING NEUTRAL AT GENERATOR)
- SHELTER DISCONNECT IS FURNISHED WITH SHELTER. ON SITES WHERE SERVICE IS OBTAINED FROM AN EXISTING SOURCE (METER CENTER), OR SERVICE DISCONNECT IS LOCATED ON EQUIPMENT RACK, SHELTER DISCONNECT MAY BE OMITTED.

CABLE AND CONDUIT SCHEDULE

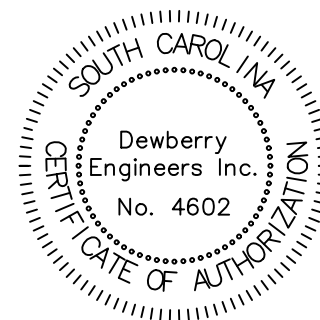
MARK	CONDUIT			WIRES EACH CONDUIT			EQUIPMENT			FROM	TO	RESPONSIBILITY	REMARKS
	QTY.	SIZE	TYPE	QTY.	SIZE	GROUND SIZE	VOLTS	AMPS	SUB. CAT.				
①	1	0'-2 1/2"	PVC	3	#3/0	#4	240	200	AC POWER	SVC DISC	SHELTER PNL	MASTEC	POWER TO SHELTER, SEE NOTE 8
②	1	0'-4"	PVC	WITH (3) 1-1/4" ORANGE INNERDUCTS - (1) 25 PR CAT 5e SHIELDED - 3#12 FOR DC POWER FOR FIBER					TELCO	HAND HOLE	SHELTER	MASTEC	25 PAIR AND 24 VDC POWER FOR FIBER
③	1	1-1/4"	PVC	2	#3/0	#4	240	200	AC POWER	GEN DISC	SHELTER ATS	MASTEC	GENERATOR POWER TO SHELTER, NOTE 8
④	1	1-1/4"	PVC	1	#3/0	#4	240	200	AC POWER	GEN DISC	SHELTER ATS	MASTEC	GENERATOR POWER TO SHELTER, NOTE 8
⑤	1	1"	PVC	(7) #14 AND BELDEN						CNTL PNL	SHELTER ATS	MASTEC	GENERATOR ALARM/CONTROL
⑥	1	1-1/4"	PVC	4	#12	#12	120	(2) 20	AC POWER	CNTL PNL	SHELTER PNL	MASTEC	(2) 20A, 120V CIRCUITS GENERATOR BATTERY CHARGER AND HEATER

FAULT CURRENT SUMMARY TABLE

FAULT LOCATION	AVAILABLE FAULT CURRENT (AMPS RMS SYMMETRICAL)		
	SCA L-L	SCA L-N	REMARKS
TRANSFORMER SECONDARY (*)	13,021	19,533	ASSUMING INFINITE AVAILABLE ON PRIMARY
METER CENTER	10,935	12,420	IMPEDANCE - 40' INCOMING SERVICE CONDUCTORS
SHELTER MAIN CIRCUIT BREAKER	8,021	6,805	IMPEDANCE - 50' FEEDER CONDUCTORS, MC TO SHELTER

PANEL SCHEDULE

11"x17" SCALE: NTS



03/20/2020

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DEWBERRY PROJECT NO: 50107750

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PREPARED FOR:



PREPARED BY:

MasTec
Network Solutions
507 AIRPORT BLVD, SUITE 111
MORRISVILLE, NC 27560

PREPARED BY:

Dewberry®
DEWBERRY ENGINEERS INC.
2610 WYCLIFF ROAD, SUITE 410
RALEIGH, NC 27607
NCBELS#: F-0929

SITE ID:

091-096

SITE NAME:

091-096 SUMMIT PARKWAY

SITE ADDRESS:

**1201 SUMMIT PARKWAY
COLUMBIA, SC 29229**

FA LOCATION:

14579327

SITE NUMBER:

N/A

SHEET TITLE

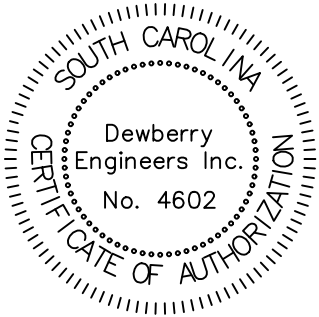
SINGLE LINE DIAGRAM

SHEET NUMBER

E-3

NOTES:

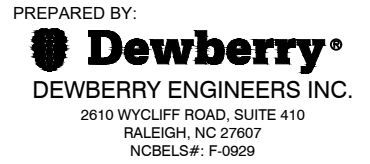
1. SERVICE BOND IS TO BE MADE BY DEVICES (STRAPS, SCREWS, ETC.) SUPPLIED BY EQUIPMENT MANUFACTURER. IF NO SUCH DEVICE IS SUPPLIED, BOND IS TO BE MADE IN ACCORDANCE WITH NEC ARTICLE 250.
2. CONDUCTOR OVERCURRENT PROTECTION DEVICES ARE SELECTED IN ACCORDANCE WITH NEC ARTICLE 240-3.
3. CONDUCTOR SIZING IS SELECTED FROM NEC ARTICLE 310-16.
4. ALL LUGS THAT HOLD MORE THAN ONE WIRE SHALL BE LISTED FOR MULTI-BARRELL CONNECTIONS.
5. ALL CONDUCTORS SHALL BE INSULATED THHN WIRE.



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SITE NAME:	091-096 SUMMIT PARKWAY
SITE ADDRESS:	1201 SUMMIT PARKWAY COLUMBIA, SC 29229
FA LOCATION:	14579327
SITE NUMBER:	N/A
SHEET TITLE	PANEL SCHEDULE
SHEET NUMBER	E-4

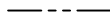
PANEL SCHEDULE														
LOAD SERVED	VOLT AMPERES (WATTS)		WIRE	BREAKER		CKT#	PHASE	CKT#	BREAKER		WIRE	VOLT AMPERES (WATTS)		LOAD SERVED
	L1	L2		P	TRIP				TRIP	P		L1	L2	
RECTIFIER #1	2000		10	2	30	1	A	2	20	1	12	180		EXT. GFCI OUTLETS
		2000				3	B	4	30	2	10		2000	RECTIFIER #2
RECTIFIER #3	2000		10	2	30	5	A	6				2000		
		2000				7	B	8	30	2	10		2000	RECTIFIER #4
RECTIFIER #5	2000		10	2	30	9	A	10				2000		
		2000				11	B	12						FUTURE RECTIFIERS
FUTURE RECTIFIERS						13	A	14						
						15	B	16						
						17	A	18						
						19	B	20						
						21	A	22						
						23	B	24						
						25	A	26						
1 TON AC UNIT	3504		12	2	20	27	B	28	20	1	12		70	EXT. FLOOD LIGHTS
		3504				29		30						
APPLIANCE OUTLETS	480		12	1	20	29								
VOLT AMPS	9984	9504										6180	6070	VOLT AMPS
L1 VOLT AMPERES						16644	13574	L2 VOLT AMPERES						
						31738		TOTAL VOLT AMPERES						
						132.20		TOTAL AMPS						
						165.3		AMPS x +25%						
						181.8		x +10% FOR MAIN						

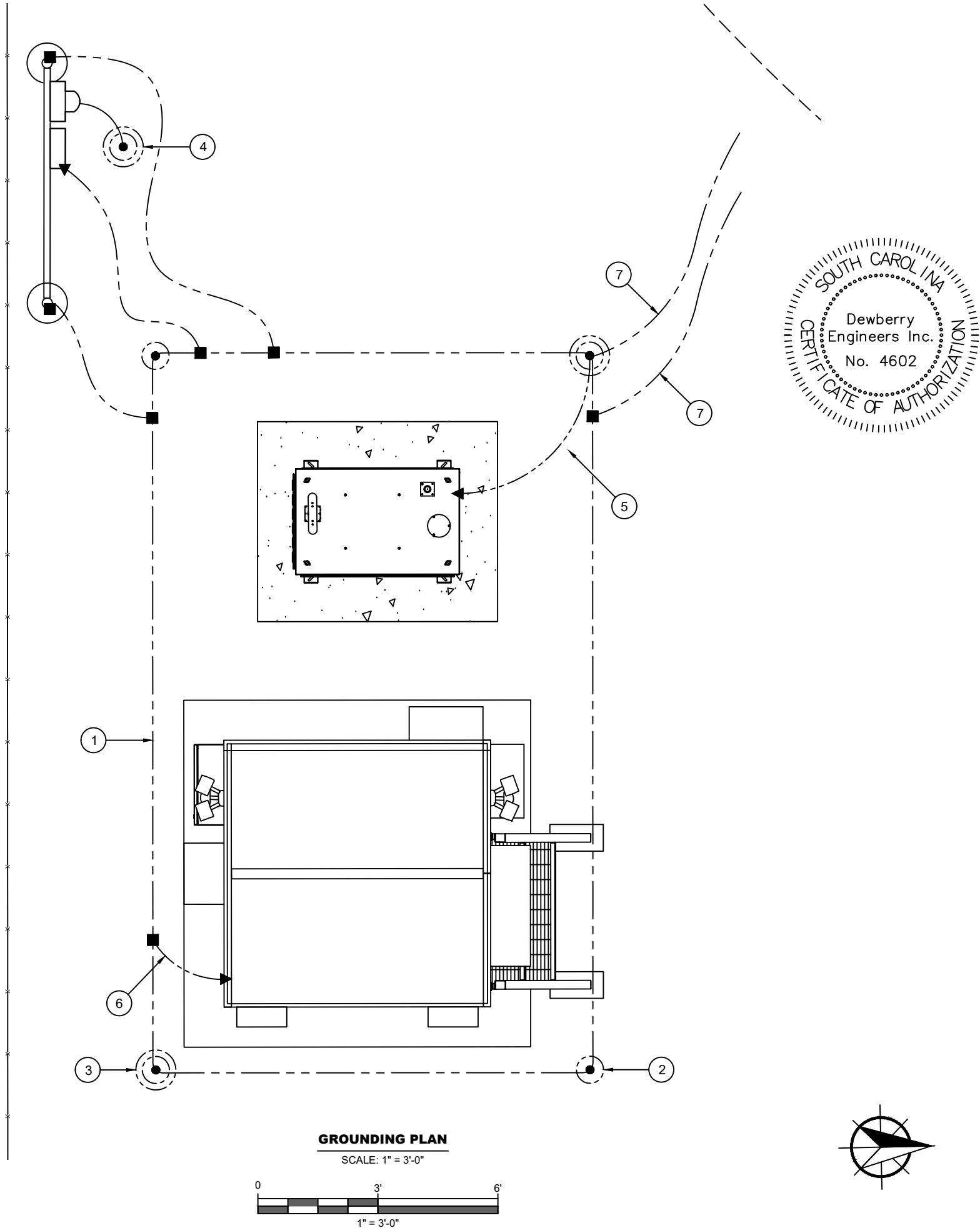
WIC PANEL SCHEDULE
11"x17" SCALE: NTS

Attachment: R-2020-022 New Cingular Wireless Lease Agreement - Genstar Water Tank (6055 : Resolution No.: R-2020-022 New Cingular

CALLOUTS:

- 1 #2 SOLID BARE TINNED COPPER CONDUCTOR 30" BELOW GRADE OR 6" BELOW FROST LINE, WHICH EVER IS GREATER (TYP.) MINIMUM 24" BENDING RADIUS (EQUIPMENT GROUND RING)
- 2 5/8"x10' COPPER CLAD GROUND ROD
- 3 5/8"Ø 10' LONG COPPER CLAD GROUND ROD WITH INSPECTION WELL, TOP OF GROUND ROD MAX 24" BURY (MIN. (4) PER COMPOUND)
- 4 5/8"x10' COPPER CLAD GROUND ROD (ELEC. SERVICE GROUND)
- 5 #2 AWG GENERATOR BOND BURIED 30" BELOW GRADE OR 6" BELOW FROST LINE, WHICHEVER IS GREATER (TYP.) MINIMUM 24" BENDING RADIUS
- 6 #2 AWG CABINET BOND BURIED 30" BELOW GRADE OR 6" BELOW FROST LINE, WHICHEVER IS GREATER (TYP.) MINIMUM 24" BENDING RADIUS
- 7 #2 SOLID BARE TINNED COPPER CONDUCTOR 30" BELOW GRADE OR 6" BELOW FROST LINE, WHICH EVER IS GREATER (TYP.) MINIMUM 24" BENDING RADIUS (EQUIPMENT GROUND RING TO WATER TANK GROUNDING SYSTEM)

LEGEND	
	#2 SOLID BARE TINNED COPPER CONDUCTOR
	MECHANICAL CONNECTION (BURNDY OR EQUIVALENT)
	EXOTHERMIC CONNECTION (CADWELD OR EQUIVALENT)
	INSPECTION WELL
	5/8" DIA. X 10'-0" LONG, STEEL CLAD W/ A PURE COPPER JACKET (10' MAX SEPARATION)



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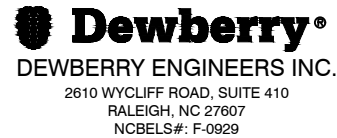
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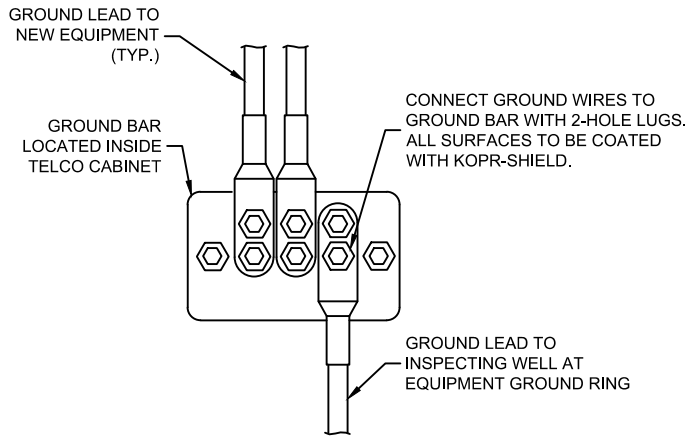
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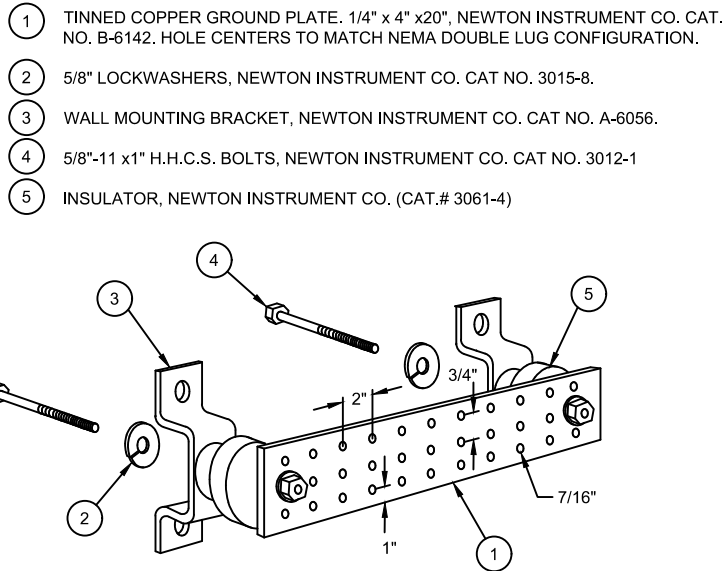
PREPARED BY:



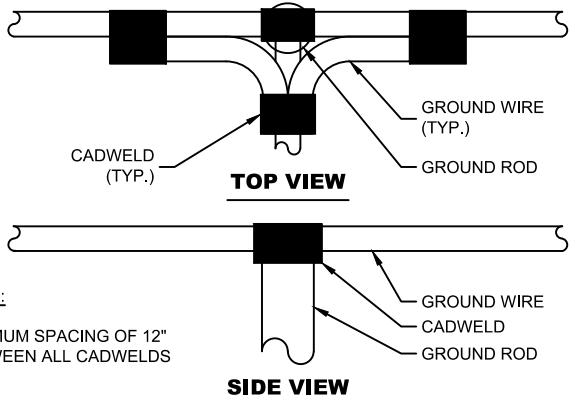
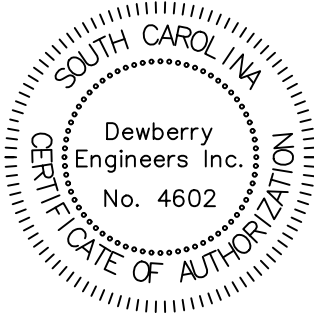
SITE ID: 091-096
SITE NAME: 091-096 SUMMIT PARKWAY
SITE ADDRESS: 1201 SUMMIT PARKWAY COLUMBIA, SC 29229
FA LOCATION: 14579327
SITE NUMBER: N/A
SHEET TITLE GROUNDING PLAN
SHEET NUMBER G-1



GROUND BAR IN TELCO CABINET
SCALE: N.T.S.

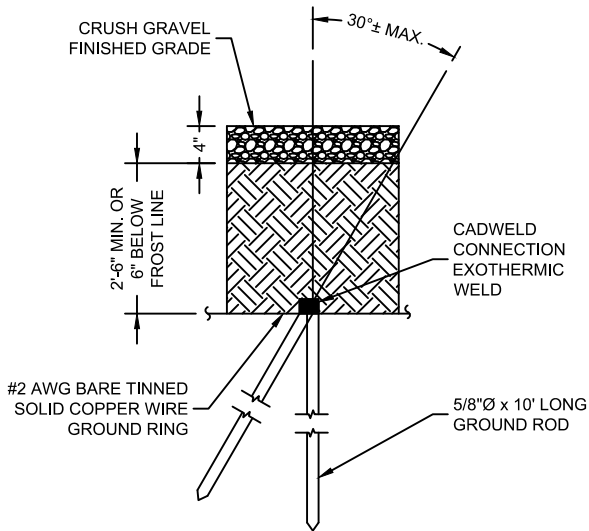


GROUND BAR DETAIL
SCALE: N.T.S.

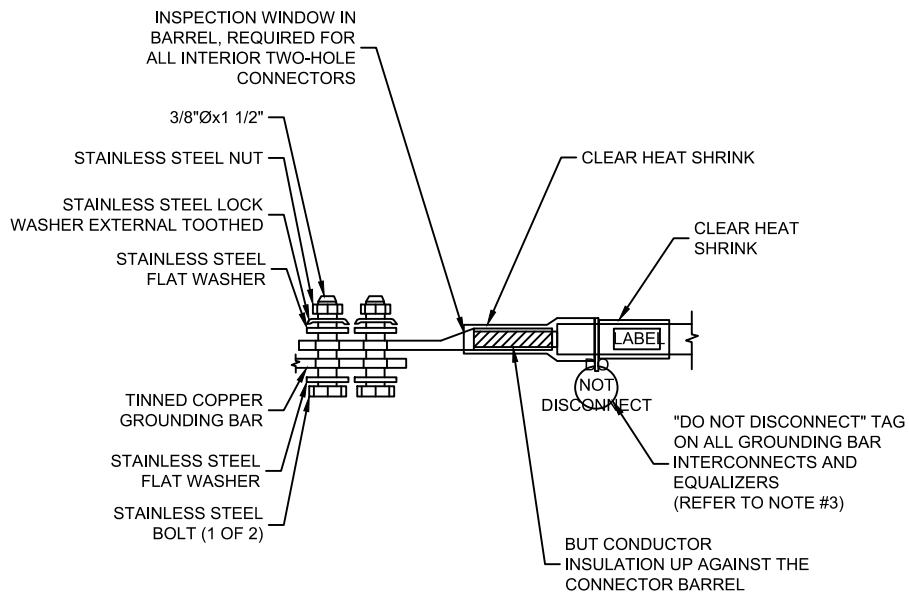


NOTE:
MINIMUM SPACING OF 12" BETWEEN ALL CADWELDS

CADWELD GROUNDING DETAIL
SCALE: N.T.S.



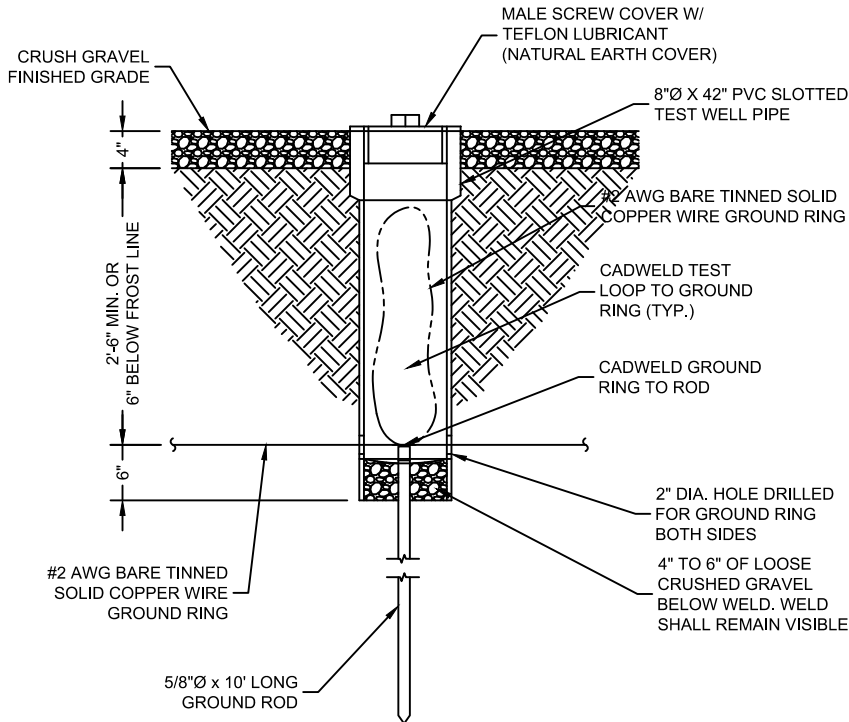
GROUND ROD DETAIL
SCALE: N.T.S.



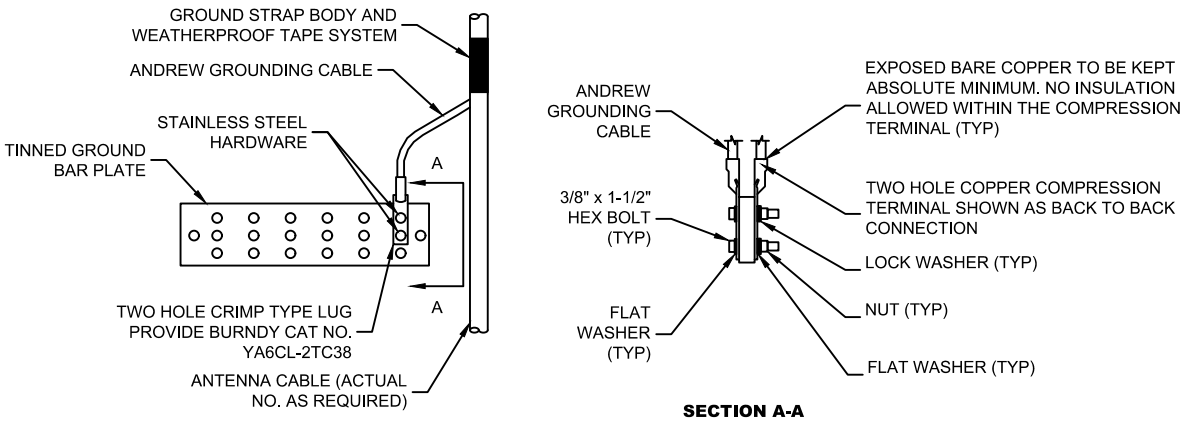
- NOTES:**
- ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING SPLIT WASHER. COAT ALL SURFACES WITH KIPR-SHIELD BEFORE MATING.
 - FOR GROUND BOND TO STEEL ONLY: INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH KOPR-SHIELD.
 - PROVIDE "DO NOT DISCONNECT" TAG AS REQUIRED.

INTERIOR & EXTERIOR TWO HOLE GROUND LUG DETAIL
SCALE: N.T.S.

NOTES:
ONE TEST WELL SHALL BE PROVIDED BETWEEN THE TOWER GROUND LOOP AND THE EQUIPMENT GROUND LOOP



GROUND ROD TEST WELL DETAIL
SCALE: N.T.S.



- NOTES:**
- ANTENNA CABLE GROUNDING AT ANTENNA SHALL BE SIMILAR AS APPLICABLE. TYPICAL FOR ALL BONDING CONDUCTOR CONNECTIONS TO GROUND BAR PLATE.
 - DOUBLING "UP" OR "STACKING" OF CONNECTIONS IS NOT PERMITTED. OXIDE-INHIBITING JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
 - PROVIDE ANDREW 36" GROUNDING CABLE REQUIRING FIELD ATTACHABLE CRIMP ON LUG. DO NOT USE THE LUGS PROVIDED WITH THE GROUNDING KIT. PROVIDE TWO HOLE LUGS AS SHOWN IN ANTENNA CABLE GROUNDING AND GROUND BR PLATE CONNECTIONS DETAILS. AT ANTENNA, PROVIDE CRIMP TYPE "C" TAP FOR CONNECTION TO GROUND CONDUCTOR. GROUNDING CABLE SHALL BE FIELD CUT TO SHORTEST LENGTH POSSIBLE.

ANTENNA CABLE & GROUND BAR CONNECTIONS
SCALE: N.T.S.



SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY: SRF
CHECKED BY: DSW
APPVD BY: WP
DEWBERRY PROJECT NO: 50107750

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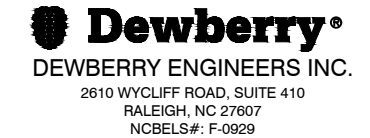
PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:
091-096

SITE NAME:
091-096 SUMMIT PARKWAY

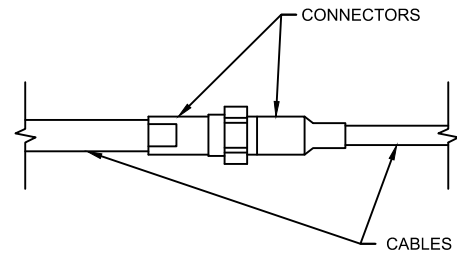
SITE ADDRESS:
**1201 SUMMIT PARKWAY
COLUMBIA, SC 29229**

FA LOCATION:
14579327

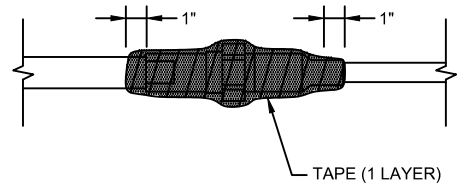
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N/A

SHEET TITLE
GROUNDING DETAILS

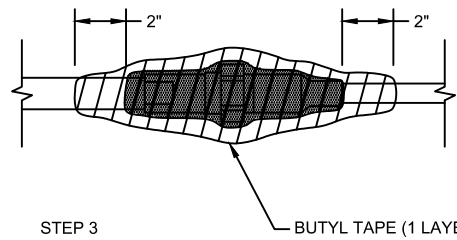
SHEET NUMBER
G-2



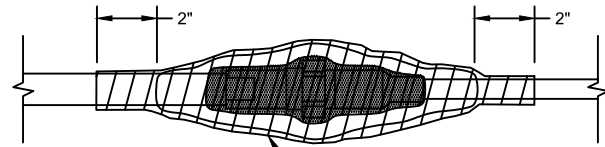
STEP 1



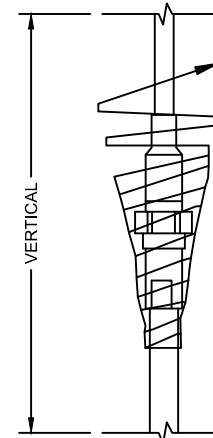
STEP 2



STEP 3

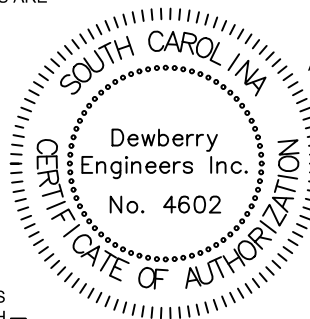


STEP 4



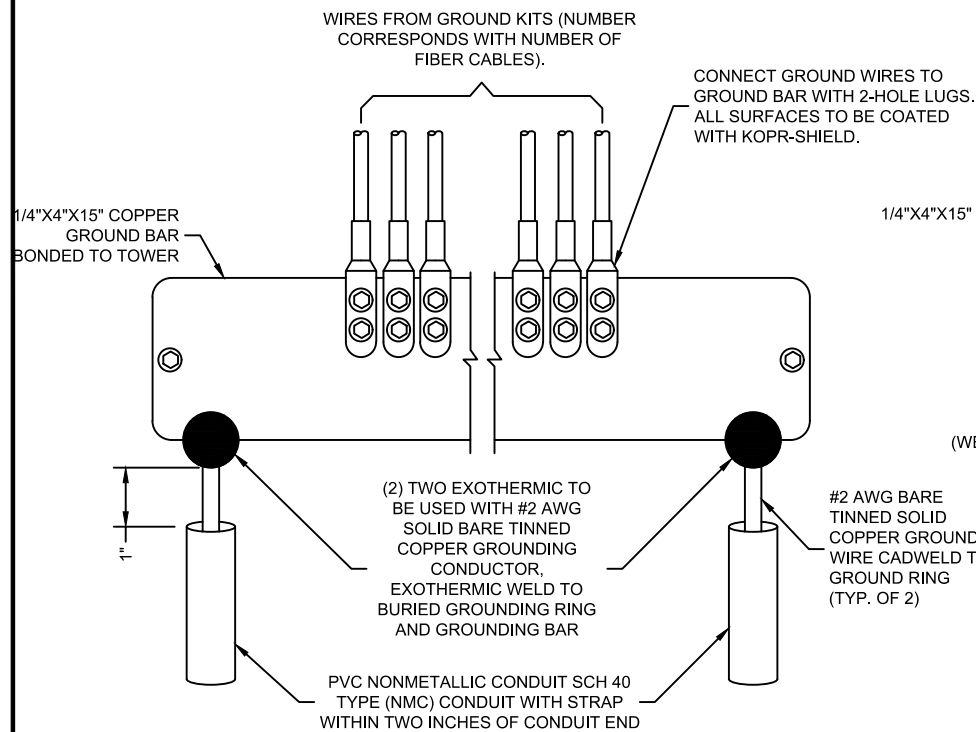
NOTES

1. VERTICAL CONNECTIONS SHOULD BE TAPED FROM THE BOTTOM UP SO OVERLAP SHEDS WATER AWAY FROM CONNECTION.
2. ELECTRICAL TAPE ENDS ARE TO BE CUT, (DO NOT STRETCH).



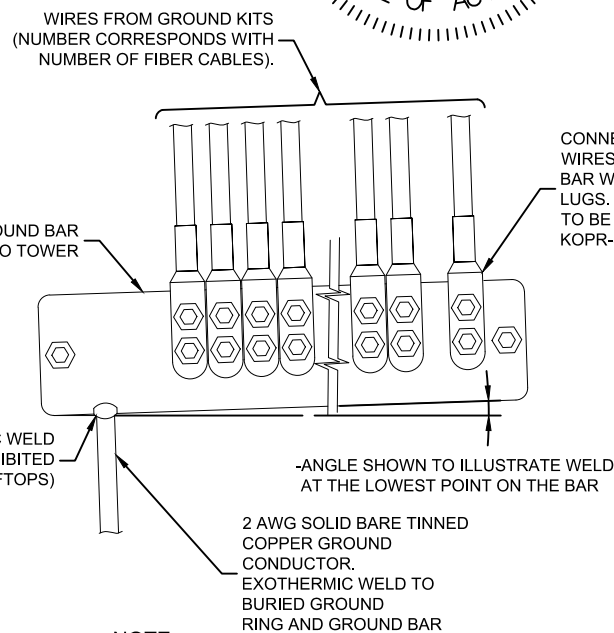
CABLE WEATHERPROOFING DETAILS

SCALE: N.T.S.



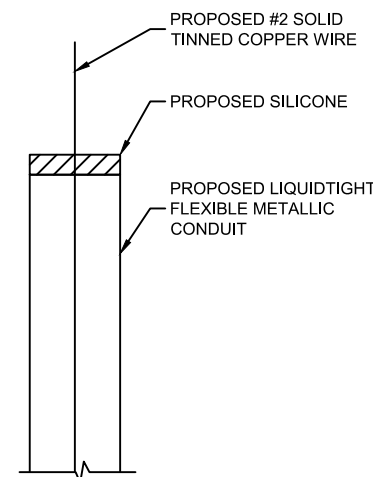
LOWER GROUND BAR

SCALE: N.T.S.



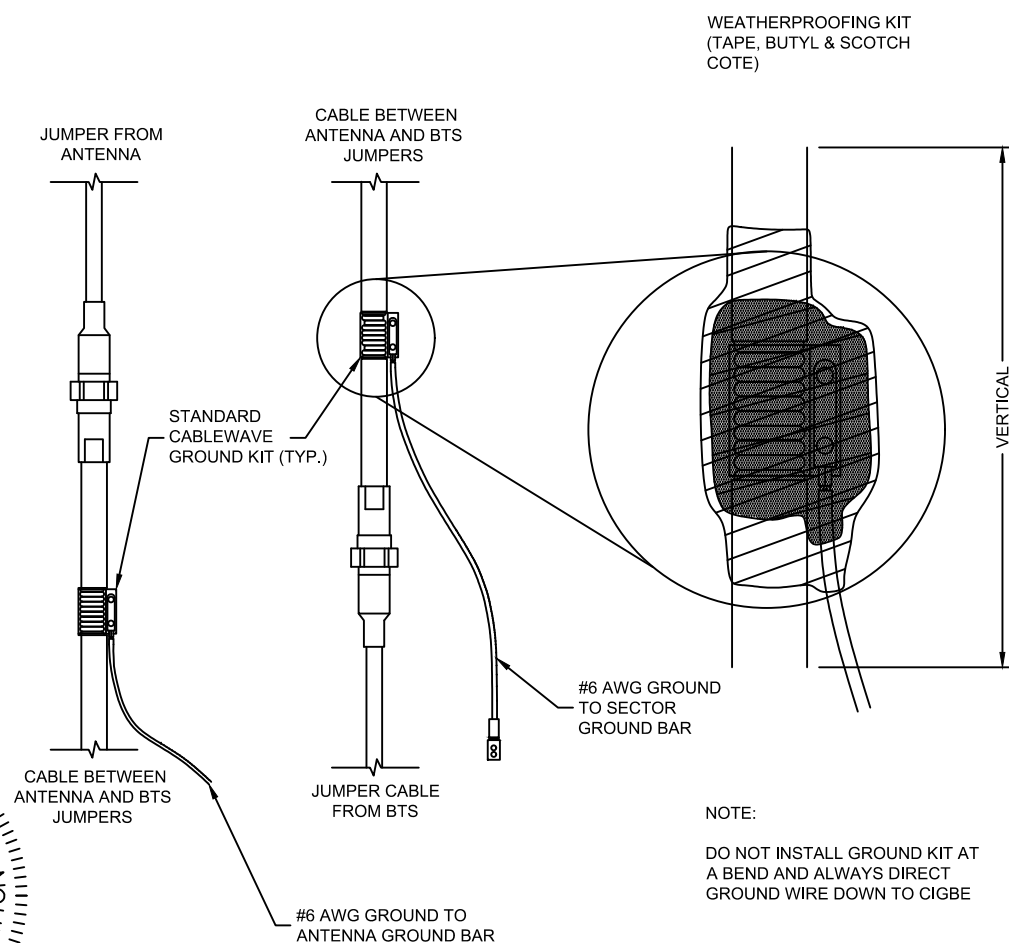
UPPER/INTERMEDIATE GROUND BAR

SCALE: N.T.S.



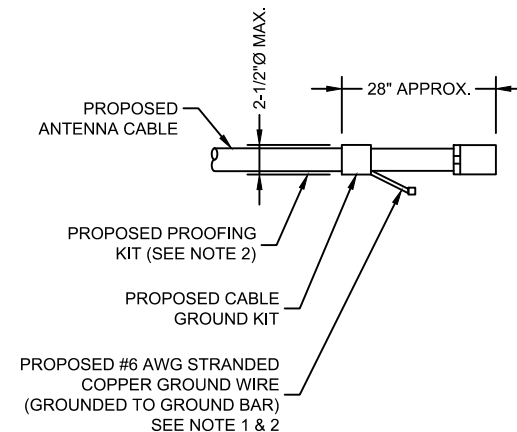
GROUND WIRE WEATHERPROOFING

SCALE: N.T.S.



GROUND KIT CONNECTION DETAILS

SCALE: N.T.S.

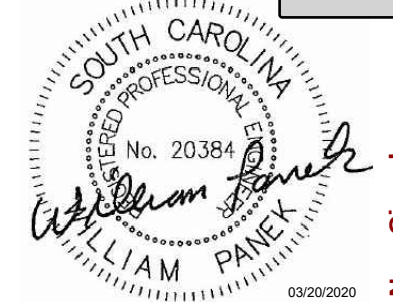


CABLE BAR DETAIL

SCALE: N.T.S.

GROUND KIT NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT AND WEATHER PROOFING KIT SHALL BE OF THE SAME TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.



03/20/2020

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY:	SRF
CHECKED BY:	DSW
APPVD BY:	WP
DEWBERRY PROJECT NO:	50107750

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PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:

091-096

SITE NAME:

091-096 SUMMIT PARKWAY

SITE ADDRESS:

1201 SUMMIT PARKWAY
COLUMBIA, SC 29229

FA LOCATION:

14579327

SITE NUMBER:

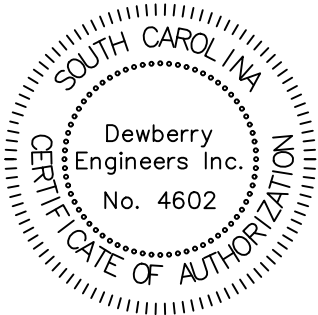
N/A

SHEET TITLE

GROUNDING DETAILS

SHEET NUMBER

G-3



ELECTRICAL-GROUNDING ROD SYSTEM NOTES:

1. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC PROCESS CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, ETC. ALL CABLE TO GROUND RODS, GROUND RODS SPLICES, AND LIGHTNING PROTECTION SYSTEM AS INDICATED. GROUND FOUNDATION ONLY AS INDICATED BY PM. ALL MATERIALS USED (MOLDS, WELDING, METAL, TOOLS, ETC.) SHALL BE BY EXOTHERMIC PROCESS AND INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND PROCEDURES. GROUND CONDUCTOR SHALL HAVE A MINIMUM 24" BENDING RADIUS.
2. ALL EXOTHERMIC CONNECTIONS ON GALVANIZED SURFACES SHALL BE CLEANED THOROUGHLY AND COLORED TO MATCH SURFACE WITH (2) TWO COATS OF SHERWIN-WILLIAMS GALVITE (WHITE) PAINT B50W3 (OR EQUAL) OR SHERWIN-WILLIAMS SILVERBRITE (ALUMINUM) B59S11 (OR EQUAL).
3. ALL ELECTRICAL & MECHANICAL GROUND CONNECTIONS SHALL HAVE ANTI-OXIDANT COMPOUND APPLIED TO CONNECTION.
4. GROUND RODS SHALL BE INSTALLED VERTICALLY IN THE PROPOSED UNDISTURBED EARTH.
5. GROUND RING AROUND BUILDING SHALL BE BARE COPPER, 4/0, BARE TINNED COPPER CONDUCTOR, IN CONTACT WITH BARE EARTH AT A MINIMUM DEPTH OF 42". ALL CONDUCTOR BENDS SHALL NOT BE LESS THAN A MINIMUM RADIUS OF 8".
6. THE FENCE LINE WILL BE GROUNDED AT THE CORNER POSTS AND GATES. POSTS SHALL HAVE ONE #4/0 THWN COPPER CONDUCTOR WIRE CONNECTED TO A 5/8"x8' SOLID COPPER CLAD GROUND ROD WHICH IS INCORPORATED INTO THE EXTERIOR GROUND RING. GATE POSTS SHALL HAVE A STRANDED COPPER GROUND-JUMPER TO THE SWING GATE FRAME. ALL CONNECTIONS ARE TO BE CAD-WELDED AND SPRAYED WITH COLD-GALVANIZED PAINT.
7. FENCE/GATE: GROUND FENCE POSTS WITHIN 6' OF ENCLOSURE AND 25' OF TOWER AS INDICATED ON DRAWINGS. GROUND EACH GATE POST AND CORNER POST. GROUND CONNECTIONS TO FENCE POSTS SHALL BE MADE BY THE EXOTHERMIC PROCESS AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES. ALL OTHER CONNECTIONS FOR THE GROUND GRID SYSTEM SHALL BE MADE BY THE EXOTHERMIC PROCESS, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES.
8. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO THE SPECIFIC SITE CONDITIONS.
9. UTILITY COMPANY COORDINATION: ELECTRICAL CONTRACTOR SHALL

CONFIRM THAT ALL WORK IS IN ACCORDANCE WITH THE RULES OF THE LOCAL UTILITY COMPANY BEFORE SUBMITTING THE BID, THE CONTRACTOR SHALL CHECK WITH THE UTILITY COMPANIES SUPPLYING SERVICE TO THIS PROJECT AND SHALL DETERMINE FROM THEM ALL EQUIPMENT AND CHARGES WHICH THEY WILL REQUIRE AND SHALL INCLUDE THE COSTS IN THE BID.

10. GROUND TEST: GROUND TESTS SHALL BE PERFORMED AS REQUIRED BY LESSEE STANDARD PROCEDURES. GROUND GRID RESISTANCE SHALL NOT EXCEED 5 OHMS.

11. GROUND RINGS ARE TO BE INSTALLED A MINIMUM OF 2'-0" FROM EQUIPMENT AND TOWER.

ELECTRICAL-GROUNDING ROD SYSTEM NOTES:

1. GROUND RODS SHALL BE INSTALLED NOT MORE THAN 8' APART.
2. GROUND RODS SHALL BE INSTALLED 6" MIN. BELOW FROST.
3. ALL BELOW GRADE GROUND RINGS AND GROUND LEADS SHALL BE #2 AWG SOLID, TINNED BARE COPPER WIRE.
4. ALL BELOW GROUND CONNECTIONS SHALL BE EXOTHERMIC WELDS.
5. UNLESS PROVIDED WITH A FACTORY APPLIED LEAD, ALL CONNECTIONS TO GROUND BARS SHALL BE BURNDY HYGROUND COMPRESSION LUGS OR EQUAL.
6. STEEL SHALL BE TO BARE METAL. GRIND GALV. FINISH OR PAINT OFF PRIOR TO WELDING, REPAIR GALV. FINISH OR PAINT AS REQUIRED, MATCH PAINT COLOR.
7. ALL LUG CONNECTORS SHALL BE 2 HOLD LONG BARREL COMPRESSION TYPE OR APPROVED EQUAL.
8. ALL HARDWARE TO ATTACH MECHANICAL GROUND CONNECTIONS SHALL BE STAINLESS STEEL.
9. ALL MECHANICAL CONNECTIONS SHALL HAVE NOAX OR APPROVED EQUAL APPLIED BETWEEN COMPRESSION LUG AND FIXTURE.

LEAD IDENTIFICATION & DESCRIPTION:

1	RING, EXTERNAL BURIED W/RODS	#2 SBTC
1A	RING, CONCRETE ENCASED	#2 SBTC
2	DEEP ANODE (TO IMPROVE OHMS)	ROD OR PIPE
3	RING TO BLDG STL FRAME	#2 SBTC
4	MAN AC PANEL NEUTRAL BUS TO (2) GROUND RODS, ISOLATED FROM LEAD #1	NEC 250.66
5	RING TO GROUND BAR	(2) #2 SBTC
6	RING TO EXT MTL OBJECT	#2 SBTC
7	DEEP ANODE TO MGB	NSTD33-9
8	AC PANEL TO WATER METER	NEC 250.66
9	EXT WATER TO INT WATER PIPES	NSTD33-9
10	INT WATER PIPE TO MGB	NSTD33-9
11-12	NOT USED	
13	AC PANEL TO MGB	NSTD33-9
14	MGB/FGB TO BLDG STL FRAME	#2/0 I-STR
14C	MGB/FGB TO ROOF/WALL MTL PNL	#1/0 I-STR
15	MGB/FGB TO FGB-HE SAME FLOOR	#2/0 I-STR
16	NOT USED	
16A	ECPGB TO CABLE ENTRY RACK	#1/0 I-STR
17	MGB TO CABLE SHIELDING	#6 I-STR
17A	ECPGB TO CABLE SHIELDING	#6 I-STR
17B	MGB/FGB TO F-0 SPLICE SHELF	#1 I-STR
18	LOWEST MGB/FGB TO HIGHEST FGB	#2/0 I-STR
19	LEAD 18 TO OTHER FGB, <6'	#2/0 I-STR
20	MGB/FGB TO BRANCH AC PNL	#6 I-STR
20A	NEAREST GRIND TO DISCONNECT PNL	NEC 250.66
20B	GWB TO AC DISTR PNL	#6 I-STR
21	MGB/FGB TO INT HALO	#2 I-STR
21A	INTERIOR 'GREEN' HALO	#2 I-STR
21B	INT HALO TO EXT RING	#2 SBTC
21C	INT HALO TO EQUIPMENT MTL	#6 I-STR
22	ROOF TOWER RING TO ROOF GRND	NFPA 780
23	MGB/FGB TO ECPGB, SAME FLOOR	#1 I-STR
23A	MGB/FGB TO CXR-HF LINR PROT	#6 I-STR
24	ECPGB TO EACH PROTECTOR ASSEMBLY	#6 I-STR
24A	LOWER PROT ASSY TO UPPER	#6 I-STR

25	RING TO NEAREST LIGHTNING ROD	#2 SBTC
26	LIGHTNING ROD SYS TO NEARBY MTL	NFPA 780
27	RING TO TOWER RING	(2) #2 SBTC
28	RING TO SHELTER RING	(2) #2 SBTC
29	BRANCH AC PNL TO BTTY CHG FRM	NSTD33-11
30	BRANCH AC PNL TO OUTLETS	NSTD33-11
31	MGB/FGB TO PWR, BTTY FRAMES	#2/0 I-STR
32	#31 TO BATTERY CHARGER FRAME	#6 I-STR
33	#31 TO BATTERY RACK FRAME	#6 I-STR
34	#31 TO PCU FRAME	#6 I-STR
35	#31 TO DCU FRAME	#6 I-STR
36	#31 TO PCU FRAME	#6 I-STR
37	MGB/FGB TO BTTY RETURN	NSTD33-14.5
37A	MGB/FGB TO RTN TERM CARR SUPP	#6 I-STR
38	FGB TO PDU GB	#750MCM I-STR
38A	FGB TO PDU GB CARRIER SUPPLY	#2/0 I-STR
39	DC BUS DUCT TO NEXT SECTION	#6 I-STR
40	DC BUS DUCT TO MGB/FGB	#6 I-STR
41A	MGB/FGB TO #58	#2/0 I-STR
42-44	NOT USED	
45	MAIN AC PNL TO BRANCH AC PNL	NSTD33-11
46	BRANCH AC PNL TO DED OUTLET	NSTD33-11
47	FGB TO INTEG FRM	#2 I-STR
48	LEAD #31 TO INTEG FRM	#6 I-STR
49	INTEG FRM TO EQUIP SHELF	BY FASTENERS
50	PDU BTTY RET TO #51	#2/0 I-STR
51	#50 TO TRANS FROM ISO DC PWR	#6 I-STR
52	TRANS FRM FUSE TO FRM OR BAR	#8 I-STR
53A	MGB/FGB TO PDF/BDFB	NSTD33-22
54	MGB/FGB TO STATIC DEVICES	#6 I-STR
55	MGB/FGB TO CABLE AT ENTRY	#6 I-STR
56	MGB/FGB TO AC PWR RADIO XMTR	#6 I-STR
57A	MGB/FGB TO CBLGRID/RUNWAY	#2/0 I-STR
58A	#41A TO AISLE FRAME	#2 I-STR
59A	#58A TO EACH SGL FRAME GRND	#6 I-STR
60-89	NOT USED	
90	GENERATOR FRAME TO EXT RING	#2 SBTC



SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
3/20/20	FOR CONSTRUCTION	0	DSW

DRAWN BY:	SRF
CHECKED BY:	DSW
APPVD BY:	WP
DEWBERRY PROJECT NO:	50107750

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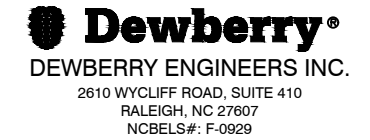
PREPARED FOR:



PREPARED BY:



PREPARED BY:



SITE ID:
091-096

SITE NAME:
091-096 SUMMIT PARKWAY

SITE ADDRESS:
**1201 SUMMIT PARKWAY
COLUMBIA, SC 29229**

FA LOCATION:
14579327

SITE NUMBER:
N/A

SHEET TITLE
GROUNDING NOTES

SHEET NUMBER
G-4



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-079 Authorizing the City Manager to execute an Agreement between the City of Columbia and Norfolk Southern Railway Company for Modifications to Grade Crossing Warning Devices (USC Quiet Zone Project)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-079 Norfolk Southern Agreement (USC Quiet Zone Project) (PDF)

RESOLUTION NO.: R-2020-079

Authorizing the City Manager to execute an Agreement between the City of Columbia and Norfolk Southern Railway Company for Modifications to Grade Crossing Warning Devices for Purposes of Establishing a Quiet Zone

WHEREAS, there are more than 60 at grade crossings within or directly adjacent to the City of Columbia, and,

WHEREAS, the Federal Railroad Administration (FRA) Train Horn Rule (49 CFR 222) was finalized in 2005 and requires train horns be blown at every public crossing unless a Quiet Zone has been established and authorized by FRA; and,

WHEREAS, there are more than 40,000 City of Columbia residents living within a half mile radius from a crossing; and,

WHEREAS, some crossings have an average of 18 trains per day and most sections of line have night time train activity; and,

WHEREAS, a Quiet Zone is a section of rail line at least one half a mile in length that contains one or more consecutive public highway grade crossings at which locomotive horns are not routinely sounded when a train approaches the crossing; and,

WHEREAS, more than 800 Quiet Zones have been created across the United States; and,

WHEREAS, City Council created a Quiet Zone Committee via resolution R-2017-040 on April 4, 2017; and,

WHEREAS, the Quiet Zone Committee and City Staff worked together to develop a plan for the establishment of Quiet Zones throughout the City of Columbia; and,

WHEREAS, in 2018, the City staff and the Quiet Zone Committee worked with FRA, SCDOT, Norfolk Southern and CSX to complete diagnostic studies of all crossings in Columbia; and,

WHEREAS, the Quiet Zone Committee presented a recommendation to City Council on September 18, 2018; and,

WHEREAS, partner agencies such as the State of South Carolina and the University of South Carolina have demonstrated support for the Quiet Zone project; and,

WHEREAS, improvements planned will enhance safety aspects of each crossing that are consistent with the criteria required for the establishment of Quiet Zone per Federal Train Horn Rule (40 CFR 222); and,

WHEREAS, the City submitted a Notice of Intent to Norfolk Southern dated February 28, 2020 for the establishment of a Quiet Zone along fourteen crossings from Gadsden St to Beltline; and,

WHEREAS, the public comment period for the Notice of Intent expired on April 24, 2020; and,

WHEREAS, the City and Norfolk Southern have worked together to develop the Preliminary Engineering Agreement for the Quiet Zone; and,

WHEREAS, Norfolk Southern will begin preliminary engineering work upon execution of the agreement, NOW, and THEREFORE,

Last revised: 8/12/2020
20006086

LEGAL DEPARTMENT
Attachment: R-2020-079 Norfolk Southern Agreement (USC Quiet Zone Project) (6111 : Resolution No.: R-2020-079 Norfolk Southern

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2020, that the City Manager is authorized to execute the attached Agreement between the City of Columbia and Norfolk Southern Railway Company for modifications to the grade crossing warning devices listed therein, or on a form approved by the City Attorney, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

THIS AGREEMENT, made this _____ day of _____, 2020, by and between Norfolk Southern Railway Company, hereinafter called "Railway", and City of Columbia hereinafter called "Applicant".

W I T N E S S E T H:

WHEREAS, Railway and Applicant are progressing a proposal for modification of grade crossing warning devices where the Applicant's road intersects with the right of way and tracks of the Railway at:

Gadsen Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 716366U, Railway MP.: W-161.10; and

Lincoln Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 716365M, Railway MP.: R-108.59; and

Assembly Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715620R, Railway MP.: R-108.35; and

Main Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715621X, Railway MP.: R-108.30; and

Pickens Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715866N, Railway MP.: R-107.85; and

Wheat Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715867V, Railway MP.: R-107.83; and

Green Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715869J, Railway MP.: R-107.40; and

College Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 904228Y, Railway MP.: R-107.35; and

Hampton Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715871K, Railway MP.: R-106.60; and

Taylor Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715872S, Railway MP.: R-106.50; and

Blanding Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715874F, Railway MP.: R-106.45; and

Laurel Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715875M, Railway MP.: R-106.40; and

Slighs/Chestnut Street in Columbia, Richland County, in the State of South Carolina, DOT No.: 715879P, Railway MP.: R-105.60; and

Beltline Boulevard in Columbia, Richland County, in the State of South Carolina, DOT No.: 715880I, Railway MP.: R-104.75; hereinafter "Crossing Project"; and

WHEREAS, in the interest of expediency, the parties hereto desire to commence the preliminary engineering work (the "Work") on the project which is to be the subject of the Crossing Agreement before the Crossing Agreement has been processed and executed, to set forth the terms and conditions under which the Work will be performed.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, Railway and Applicant hereby agree that Railway will begin the Work for the automatic warning devices aforesaid upon execution and delivery of this agreement, subject to the following terms and conditions:

1. Applicant agrees to reimburse Railway for the actual cost of the Work for the project identified as above which involves installation of the automatic warning devices aforesaid. Cost of the Work is estimated to be \$ 350,000.00. The allowable costs shall include, but not be limited to, normal contingency additives, travel expenses, consultants' and contractor's fees and other costs necessary to the Work.

2. The reimbursement herein contemplated shall be due and payable after thirty (30) days of receipt of Railway's bill therefore, which bill will be prompted by advice from Applicant that the project has been abandoned or the Work has been completed. Applicant will be billed for actual cost relative to the Work as estimated in Article One.

3. The records of Railway associated with the bill for the Work, if billing is rendered pursuant to Article 2 hereof, shall be available for audit and inspection by authorized personnel of Applicant during regular business hours and at a location specified by Railway for one (1) year after the date of the bill.

IN WITNESS WHEREOF, the parties have executed this agreement, as of the day and year first above written.

WITNESS:

By: Cayela Wimberly
(for Railway)

Title: Administrator, Highway Grade Crossing Program

As to Railway

WITNESS:

By: _____
(for Applicant)

Title: _____

As to Applicant

Bill To: _____

Address

Address

Phone

APPROVED AS TO FORM


Legal Department City of Columbia, SC

- 2 -



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-083 Declaring Juneteenth a City Holiday

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-085 Expressing intent of the City Council of the City of Columbia, South Carolina to Participate in the RecoverSC Local Government Liquidity Program; Authorizing the City Manager and Assistant City Manager for Finance and Economic Services, or either of them acting alone, to take Certain Actions and Negotiate Certain Agreements; and Other Matters Relating Thereto

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-085 Recover SC Participation (PDF)

RESOLUTION NO.: 2020-085

EXPRESSING THE INTENT OF THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA TO PARTICIPATE IN THE RECOVERSC LOCAL GOVERNMENT LIQUIDITY PROGRAM; AUTHORIZING THE CITY MANAGER AND ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR EITHER OF THEM ACTING ALONE, TO TAKE CERTAIN ACTIONS AND NEGOTIATE CERTAIN AGREEMENTS; AND OTHER MATTERS RELATING THERETO

WHEREAS, the South Carolina Jobs-Economic Development Authority (“**Authority**”) has developed and implemented the RecoverSC Local Government Liquidity Program (“**Program**”) to provide a vehicle for South Carolina cities and counties to bridge potential financial gaps resulting from lost revenues or delayed collections and other financial impacts arising from the COVID-19 pandemic; and

WHEREAS, appropriate representatives of the City of Columbia, South Carolina (“**City**”) has heretofore submitted an application (“**Application**”) to participate in the Program in order to secure funds to continue to provide services to the citizens of the City and foster and promote their security and general welfare, and to preserve health, peace, order and good government; and

WHEREAS, in addition to the Application, the Authority requires a non-binding expression of official intent by the City Council of the City (“**City Council**”) to participate in the Program; and

WHEREAS, the City Council desires to assure the Authority of its intent, subject to certain conditions as provided herein, to diligently pursue the benefits provided under the Program; and

WHEREAS, it is understood by the City Council that, while this Resolution represents its non-binding expression of official intent for City to participate in the Project, the final approval for City to participate in the Program and other matters described herein would be submitted to the City Council for approval by Ordinance; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, as follows:

Section 1. Expression of Non-binding Official Intent. Subject to the conditions provided herein, the City Council hereby expresses its non-binding official intent for City to participate in the Program in order to benefit the citizens of City.

Section 2. Ratification and Approval. The Application heretofore submitted by certain representatives of City to the Authority is hereby ratified and approved.

Section 3. Authorization and Direction. The City Council hereby authorizes and directs the City Manager and Assistant City Manager for Finance and Economic Services, or either of them acting alone, to negotiate the terms of certain agreements to be developed and presented by the

Authority with respect to the Program and, after seeking the advice of the City's legal counsel, to present forms of such agreements, which shall contain all of the relevant financial terms related to City's participation in the Program, and seek authorization for certain representatives of the City to execute such agreements, to the City Council, for approval by Ordinance, which approval shall be a condition of City's participation in the Program.

Section 4. General Repealer. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Resolution shall take effect and be in full force from and after its passage and approval.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Municipal Court Judges

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- MCJ Reappointment table revised Aug 2020 final (PDF)

CITY OF COLUMBIA MUNICIPAL COURT JUDGES					
Chief Administrative Judge					
	Term Start	Length of Term	Term Expires		
Jessica Mangum	8/18/2020	4 years	6/30/2024	**	
Regular Judges					
	Term Start	Length of Term	Term Expires		
Carlton Bagby	2000		6/30/2020		
	8/2/2016	4 years	6/30/2020		
	8/18/2020	2 years	6/30/2022	*	
Gail Jabber	7/1/2018	4 years	6/30/2022		
Michael McMullen	7/2/2018	4 years	6/30/2022		
Susan O. Porter	2013	2 years	6/30/2015	former Substitute Judge	
	8/2/2016	4 years	6/30/2020		
	8/18/2020	2 years	6/30/2022	*	
Bryan Jeffries	7/1/2018	2 years	6/30/2020	former Substitute Judge	
	8/18/2020	4 years	6/30/2024	*	
Substitute Judges					
	Appointed	Length of Term	Term Expires		
Richard J. Morgan	2015	2 years	6/30/2017		
	7/1/2018		6/30/2020		
	8/18/2020	2 years	6/30/2022	*	
Crystal Rookard	2015	4 years	6/30/2019		
	8/18/2020	2 years	6/30/2022	*	
David Collier	8/18/2020	4 years	6/30/2024	**	
*Reappoint					
**New appointment					



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Community Development

FROM: Gloria Saeed, Director

SUBJECT: CARES Act Substantial Amendment 2020-2024 Consolidated Plan and 2020 Annual Action Plan - Ms. Gloria Saeed, Director of Community Development Department

REQUISITION NO.: CDBG DR

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

The Community Development Department conducted a Public Hearing on August 12, 2020 at 6:00 p.m. The public input period closes on Tuesday, August 18, 2020 at 11:59 p.m.

The Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to provide additional aid to communities in efforts to prevent, prepare for, and respond to the COVID-19 pandemic.

ATTACHMENTS:

- Substantial Amendment to 2020 ConplanAAPCARES Act (PDF)



**Community Development Block Grant
(CDBG)
Housing Opportunities for Persons with AIDS
(HOPWA)**

**CARES Act Substantial Amendment
2020-2024 Consolidated Plan
2020 Annual Action Plan**

Responsible Organization

City of Columbia Community Development Department
1401 Main Street, 4th Floor
Columbia, South Carolina 29210
Phone (803) 545-3373
Fax (803) 255-8912



City of Columbia
Community Development Block Grant (CDBG) & Housing
Opportunities for Persons with AIDS (HOPWA) CARES Act Substantial
Amendment to the
2020-2024 Consolidated Plan and 2020 Annual Action Plan

Summary

Notice is hereby given to residents of the City of Columbia that a draft version of the CARES Act Amendment to the 2020-2024 Five-Year Consolidated Plan is now available for review and comment for a 5-day period. The Five-Year Consolidated Plan includes the first program year of the Plan, the 2020 Annual Action Plan (AAP). Notice is also given that one Public Hearing and one Public Forum will be held.

The Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to provide additional aid to communities in their efforts *to prevent, prepare for and respond to* the COVID-19 pandemic. The CARES Act included supplemental formula allocations to HUD's CPD programs, including CDBG-CV & HOPWA-CV to the City of Columbia. The CARES Act Amendment to the 2020-2024 Five-Year Consolidated Plan and 2020 AAP includes these funds and outlines the proposed uses of these funds.

The City will receive \$611,921 for CDBG-CV and \$220,838 for HOPWA-CV with related provisions specific for each grant. The Consolidated Plan and first-year Annual Action Plan has been substantially amended with CARES Act Amendment funds *to prevent, prepare for and respond to* the coronavirus COVID-19 pandemic. This Substantial Amendment will not change the CDBG National Objective, to benefit low to moderate income persons. The following proposed changes require modification of projects and activities in the City of Columbia 2020 Annual Action Plan:

CDBG

The City will help to provide financial assistance to low- to moderate-income households negatively affected by the COVID-19 pandemic. The CDBG-CV proposed funded projects added are CDBG-CV Administration, CDBG-CV Public Services, and CDBG-CV Economic Development.

CARES Act - CDBG-CV Proposed Budget	2020 Allocation
Total FY2020 CDBG-CV	\$611,921
Planning & Administration not to exceed 20%	\$122,384

Public Service (PS) Program (15% Cap waived for CV)	\$326,358
Potential PS CDBG-CV Activities (Based on Survey) - Financial Assistance **Rental/Mortgage (up to 3 months) **Utility Assistance - Broadband Access to Wi-Fi **LMA Community Hot Spots	
Economic Development Support small businesses to help create/retain jobs.	\$163,179
Total CDBG-CV Program Costs	\$611,921

HOPWA

The proposed funded projects added are HOPWA-CV Administration and HOPWA-CV projects by sponsors to provide financial assistance to HOPWA eligible individuals and households negatively affected by the COVID-19 pandemic. The City will provide additional financial support for permanent housing placement assistance and financial support for medical and supportive services for persons with HIV/AIDS such as short-term rent, STRMU, street outreach activities and homeless prevention.

CARES Act - HOPWA-CV Proposed Budget	2020 Allocation
Total FY2020 HOPWA-CV	\$220,838
HOPWA Administration (Admin & Operations) Not to exceed 3%	\$6,625
**Program Costs (Suggested Program/Activities)	
1. Columbia Housing Authority	
• (CHA-1) TBRA - Housing Choice Vouchers	\$54,831
• (CHA-2) TBRA Salary HCV	\$3,285
• (CHA-3) Homeless (TBRA)	\$22,000
• (CHA 4) Operations	\$2,905
2. Midlands Housing Alliance (Transitions)	\$2,945
3. Palmetto AIDS Life Support Services (Support Services)	\$45,325
4. The Cooperative Ministries – Short-term Emergency Housing	\$24,300
5. Upper Savannah Care Consortium (Supportive Services)	\$3,500
6. USC-Dept. of Medicine (Supportive Services /HIS/STRMU)	\$55,122
Total FY2020 HOPWA Admin & Program Costs	\$220,838.00

**** Proposed funding is based on % Sponsor received for FY2020 HOPWA Entitlement**

Fiscal Impact

The City of Columbia anticipated receiving HUD entitlement funding for the 2020 program year in the amounts below. On March 27, 2020 the Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to assist communities in their efforts to **prevent, prepare for and respond to** the coronavirus COVID-19 pandemic. The CARES Act included supplemental formula allocations to HUD's CPD programs, including CDBG-CV & HOPWA-CV for the City of Columbia. The additional CARES Act funds was allocated to Columbia with related provisions to citizen participation and provisions specific for each grant allocation and allows HUD to waive further program requirements if necessary.

HUD Allocation	Funding Amount	CARES Act Funding
FY 2020 CDBG	\$1,040,310	\$611,921
FY 2020 HOME	\$636,992	
FY 2020 HOPWA	\$1,517,489	\$220,838
Totals	\$3,194,791	*\$843,759
FY2020 Totals		\$4,027,550

Duplication of Benefits

The CARES Act shall ensure that adequate procedures are in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). HUD requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a particular cost if another source of financial assistance is available to fully pay for that same cost.

Timeliness

HUD has a statutory responsibility to review a grantee's performance at least annually to determine whether the grantee has the continuing capacity to carry out grant activities in a timely manner. HUD will continue its oversight of grantee progress and will notify grantees that are not progressing as expected. The annual timeliness checkpoint is May 2, 2021.

Community Impact

The City of Columbia Community Development Department received 405 responses from citizens, businesses, nonprofits, and other advocacy groups to the Columbia COVID CARES Act Survey. Feedback was gathered to help guide investment priorities of these federal resources awarded to the City and revealed the greatest community needs related to COVID-19. The City will use CDBG-CV funds to prevent, prepare for and respond to the coronavirus pandemic. Participants had one week to complete the survey beginning on Monday, June 1, 2020 and ending on Friday, June 5, 2020. See *attached COVID CARES Act Survey*.

Citizen Participation

Attachment: Substantial Amendment to 2020 ComplanAAPCARES Act (6128 : Substantial Amendment for CARES Act)

The CARES Act waives the public comment period to a minimum 5 days and in-person public hearings are not required. The comment period for the City's CARES Act Amendment to the 2020-2024 Five-Year Consolidated Plan runs from **August 12, 2020 through August 18, 2020**. Further public comment is encouraged at one public hearing is scheduled **virtually for August 12, 2020 and a public forum at City Council on August 18, 2020**.

The COVID Cares Act Substantial Amendment Public Hearing Information is:

Date/Time: Wednesday, August 12, 2020 at 6:00 p.m.

Streaming Link: www.columbiasc.gov

Or Telephone: 855-925-2801, when prompted enter meeting code 9996

For additional meeting information, or to send Public Comments, please email CommunityDevelopment@ColumbiaSC.gov.

The Columbia City Council Information is:

Date/Time: Tuesday, August 18, 2020 at 2:00 p.m.

Streaming Link: www.columbiasc.gov

Or Telephone: 855-925-2801, when prompted enter the meeting code 9973

For additional meeting information visit www.columbiacitysc.igmp2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803) 545-3043 or cityclerk@columbiasc.gov.

Public Comment Period: The CARES Act Amendment to the 2020-2024 Five-Year Consolidated Plan is available online at columbiasc.gov or at the City's Community Development Department (CDD), located at 1401 Main Street, 4th Floor. Written comments may be delivered to CDD at their location. For more information, phone (803) 545-3373.

Public Hearing: The public hearing will be to discuss the CARES Act Amendment to the 2020-2024 Five-Year Consolidated Plan. The results of these meetings will be the basis for receiving input on the amendment to the plan. For more information, phone (803) 545-3373.

Disability Assistance: The City of Columbia will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office at 1401 Main Street, 4th Floor, PO Box 147, Columbia SC 29217 or (803) 545-4265 at least 48 hours in advance if you have special needs.

Translation Assistance: The City of Columbia will make efforts to provide translation assistance for public meetings and program information. Please contact the City Human Resources Office at 1401 Main Street, 4th Floor, PO Box 147, Columbia SC 29217 or (803) 545-4265 at least 48 hours in advance if translation assistance is needed for a public meeting.

Responsible Organization

City of Columbia Community Development Department
1401 Main Street, 4th Floor
Columbia, South Carolina 29201
Phone (803) 545-3373



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #4 for the Water & Sewer Line Repair Warranty Program Marketing Agreement, as requested by Columbia Water. Award to HomeServe USA Corp. at no cost. This request is to change the contract term to an additional two (2) year term beginning October 31, 2020, with the option to extend the term for an additional three (3) years. This firm is located in Norwalk, CT.

FUNDING SOURCE & ORIGINAL BUDGET:

BUSINESS PROGRAM: Subcontracting Outreach Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

The subject Amendment is a no cost change in the contract term to an additional two (2) year term beginning October 31, 2020, with the option to extend the term for an additional three (3) years. All other provisions of the Agreement remain in full force and effect.

*HomeServe USA Corp. provides Water & Sewer Line Repair Warranty Program Services to City of Columbia water and sewer utility customers that enroll as members to the warranty program. A percentage of membership payments and utility Residential Assistance Program (RAP) fees are provided to the City.

ATTACHMENTS:

- HomeServe Water and Sewer Line Repair Warranty Program CA #4 (PDF)

Water and Sewer Line Repair Warranty Program
HomeServe USA Corp.

June 3, 2020

Description of Change: Request is a no cost change in the Agreement for Water and Sewer Line Repair Warranty Program between the City of Columbia (City) and HomeServe USA Corp. dated January 27, 2015 (Agreement). This request is to change the contract term to an additional two (2) year term beginning October 31, 2020, with the option to extend the term for an additional three (3) years.

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

Proposed Change and Basis for Payment:

Original Contract Price:	*See below
Amendment #1	*See below
Amendment #2	*See below
Current Contract Price:	*See below
This Change Amendment #3 (no cost change in contract term):	*See below
Revised Contract Price:	*See below

*HomeServe USA Corp. provides compensation to utility (City) with a percentage of membership payments and utility Residential Assistance Program (RAP) fees.

This Change is Acceptable:

Name of Firm

HomeServe USA Corp.

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

Signature

Signature

Date

Date

Witness

Recommended by:

By:

Joseph D. Jaco, P.E., Director of Utilities

Date

By:

Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

Date

By:

Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent

Date



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the Installation of four (4) Speed Humps on High Street and two (2) Speed Humps on Liberty Street, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

The Columbia Police Department and the Columbia Fire Department have reviewed and approved this request.

ATTACHMENTS:

- Colonial Heights Memo (PDF)
- Colonial Heights Speed Hump Map(PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Traffic Calming – Colonial Heights Neighborhood
DATE: July 22, 2020

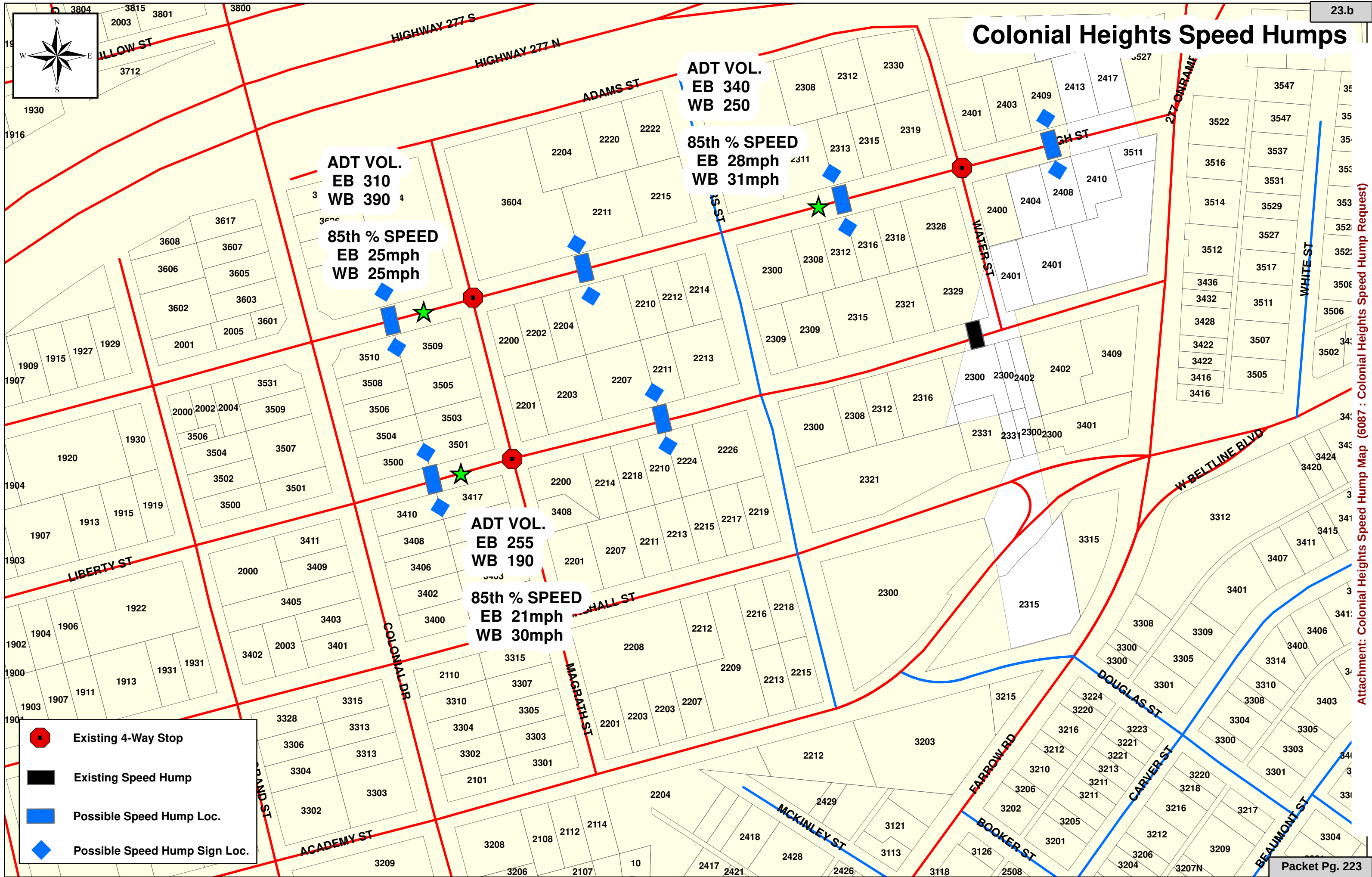
In response to a request from the Colonial Heights Neighborhood Association, traffic volume/speed surveys were conducted on High Street and Liberty Street between Colonial Drive and Farrow Road relative to the need for additional traffic control measures.

Both roadways are two-lane residential streets owned by the S.C. Department of Transportation (SCDOT), with a posted speed limit of 30 mph.

Residents have requested six speed humps as shown on the attached map to aid in controlling vehicle speeds in the area. By state statute, the speed limit on both streets would also have to be reduced to 25 mph with the installation. Proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed locations and local residents have indicated support via petition per City policy. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval for installation.

Attachment: Colonial Heights Memo (6087 : Colonial Heights Speed Hump Request)

Colonial Heights Speed Humps



Attachment: Colonial Heights Speed Hump Map (6087 : Colonial Heights Speed Hump Request)



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Street Paintings
Columbia Water Collections



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Monica Bligen vs. COC
Phillip Aylan Brown, Jr. vs. COC



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Payroll Cycles



We Are Columbia

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Capital City Stadium