



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 1, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, August 1, 2023 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor

The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I ▪ The Honorable Peter M. Brown, District IV

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC INPUT RELATED TO MATTERS ON THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the July 18, 2023 Work Session and Council Meeting Minutes.

CONSENT AGENDA 2 THROUGH 21

2. Council is asked to approve the Purchase of 1,586 Blue 95 Gallon Recycling Roll Carts, as requested by the Public Works Department on July 06, 2023. Award to Schaefer Systems International, using the Houston-Galveston Area Council Cooperative Contract in the amount of \$96,273.65. This vendor is located in Charlotte, NC.

Funding Source: Solid Waste Recycling - Rolls Carts and Recycling Bins (1014407-627600). The original budget amount is \$96,273.65.



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3. Council is asked to approve a Contract for the Painting of the City of Columbia Lady and Taylor Street Parking Decks, as requested by the Support Services Division on April 28, 2023. Award to Lowery Painting, Inc. in an amount not to exceed \$171,597.00. This vendor is located in Columbia, SC.

Funding Source: Parking Improvement Project Control - Exterior Painting-Lady & Sumter - Capital Project Costs (5329999-PG210001-658650). The original budget amount is \$171,597.00.

4. Council is asked to approve Contract Amendment #6 for the Community Development Block Grant Disaster Recover (CDBG-DR) Housing Rehabilitation and Reconstruction Program, as requested by Community Development on July 20, 2023. Award to The St. Bernard Project, Inc. dba SBP, Inc. in the amount of \$1,568,106.63. This firm is located in New Orleans, LA.

Funding Source: Admin-Development - Professional Services (1011107-636600). Funding for this amendment is available from the federal CDBG-DR allocation. The original budget amount is \$6,243,070.33. The budget amount for this amendment is \$1,568,106.63. The total revised budget amount is \$7,811,176.96.

5. Council is asked to approve Contract Amendment #5 for Program Management Services for the Community Development Block Grant Disaster Recovery Program, as requested by the Community Development Department on July 20, 2023. Award to ICF Incorporated, LLC in the amount of \$2,188,319.00 and to extend the term to December 31, 2025. This firm is located in Reston, VA.

Funding Source: CDBG-DR Control Account - 2015 October Flood Recovery (2639999-9107402017, 9107404017, 9107080017, 9107901017, 9107406017-638400). Funding for this amendment is available from the federal CDBG-DR allocation. The original budget amount is \$1,593,222.08. The budget amount for this amendment is \$2,188,319.00. The total revised budget amount is \$3,781,541.08.

6. Council is asked to approve a Contract to Purchase Annual Repair Materials for the Wastewater Maintenance Division, as requested by Columbia Water on July 17, 2023. Award to Core and Main LP in an amount not to exceed \$231,930.36. This vendor is located in West Columbia, SC.

Funding Source: Utilities Wastewater Maintenance - Pipe, Fitting, Hydrants, etc. (5516205-625700). The original budget amount is \$231,930.36.



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7. Council is asked to approve a Contract to Purchase Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water on July 6, 2023. Award to Core and Main, LP in an amount not to exceed \$982,003.28. This vendor is located in West Columbia, SC.

Funding Source: Utilities Water Distribution and Maintenance - Pipe, Fitting, Hydrant, etc. (5516203-625700). The original budget amount is \$982,003.28.

8. Council is asked to Ratify the approval of Project SS7433; Emergency Wastewater Repair Project at Summerlea Drive, as requested by Columbia Water. Award to LAD Construction, LLC in the amount of \$1,054,091.50. This contractor is located in Swansea, SC.

Funding Source: Water & Sewer Capital Project - Cunningham/Johnson/Cramer - Capital Project Costs (5529999-SS743301-658650). The original budget amount is \$1,054,091.50.

9. Council is asked to approve a new Contract for Project SS735002; Crane Creek Upper North Branch Gravity Sewer Capacity Improvements, as requested by Columbia Water on May 4, 2023. Award to GH Smith Construction, LLC, in an amount not to exceed \$2,917,765.13, which includes contingency. This contractor is located in Columbia, SC.

Funding Source: Water and Sewer Grants - SC Department of Corrections Crane Creek Branch Extension - Capital Project Costs (5589999-DCSS735002-658650). The original budget amount is \$2,917,765.13.

GH Smith Construction, Inc. is the prime contractor and will provide sewer installation services at 61.23% (\$1,624,178.75) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Smoak Construction, LLC, a Minority Business Enterprise (W), located in Little Mountain, SC, will provide sewer/manhole installations at 10.00% (\$265,251.00) of the total contract amount.

DS Utilities, LLC, located in Little Mountain, SC, will provide clearing/tree removal at 2.34% (\$62,000.00) of the total contract amount.

Fortiline Waterworks, located in Columbia, SC, will provide pipe/fittings/manholes at 23.18% (\$614,784.00) of the total contract amount.

Chao & Associates, a Minority Business Enterprise, located in Columbia, SC, will provide staking and as-builts at 0.99% (\$26,300.00) of the total contract amount.

Martin Marietta, located in Columbia, SC, will provide rock at 2.26% (\$60,000.00) of the total contract amount.



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10. Council is asked to approve a new Contract for Project SS743701; Miscellaneous Lift Station Improvements & Backup Power Additions, as requested by Columbia Water on March 24, 2022. Award to Shady Grove Construction, LLC in an amount not to exceed \$5,140,772.87, which includes contingency. This contractor is located in Irmo, SC.

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS7437-01-658650). The original budget amount is \$5,140,772.87.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 23% CDBE goal. The CDBE percentage is currently at 14.35%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. Shady Grove Construction, LLC is the contractor and will provide lift station improvement services at 51.93% (\$2,426,811.40) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Fortiline Waterworks, located in Columbia, SC, will provide pipe appurtenances at 9.53% (\$445,375.00) of the total contract amount.

Generator Power Systems, Inc., a Minority Business Enterprise and CDBE located in Irmo, SC, will provide generators at 14.35% (\$670,480.00) of the total contract amount.

CITI, Inc., a Minority Business Enterprise (W) located in Charlotte, NC, will provide the control panel at 2.45% (\$114,718.00) of the total contract amount.

Gregory Electric Company, located in Columbia, SC, will provide electrical services at 21.74% (\$1,016,000.00) of the total contract amount.

11. Council is asked to approve AIA Amendment for Project SS7568; a Construction Manager At-Risk (CMAR) Project for Saluda River Force Main Extension, as requested by Columbia Water. Award to McClam and Associates, Inc. in an amount not to exceed \$11,741,486.01, which includes contingency. This firm is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects, Saluda River Force Main Extension, Capital Projects Cost (5529999-SS756801-658650). The current budget amount is \$120,000.00. The budget amount of this amendment is \$11,741,486.01. The total revised amendment amount is \$11,861,486.01.

This is a Columbia Disadvantaged Enterprise (CDBE) program project with a 7% CDBE goal. The CDBE percentage is currently at 3.50%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. McClam & Associates, Inc. is the prime contractor and will provide construction management services at 45.70% (\$4,878,281.03) of the total amendment amount.



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The following subcontractors/suppliers will provide additional services/supplies:

Fortiline Waterworks, located in Columbia, SC, will provide waterworks dewatering bag hatches and plugs at 0.05% (\$4,825.60) of the total amendment amount.

Tindall Corporation, located in Spartanburg, SC, will provide precast manholes at 1.75% (\$187,168.32) of the total amendment amount.

Dunn -Right Services, located in Florence, SC, will provide manhole epoxy lining at 1.08% (\$114,848.36) of the total amendment amount.

Thomas Concrete, located in Columbia, SC, will provide flowable fill & concrete at .21% (\$22,496.70) of the total amendment amount.

Xylem, located in Summerville, SC, will provide bypass pumping services at 4.32% (\$461,132.10) of the total amendment amount.

Bradshaw Construction, located in Eldersburg, MD, will provide tunneling services at 34.11% (\$3,641,000.00) of the total amendment amount.

Thompson Pipe Group, located in Grand Prairie, TX, will provide Fiber Reinforced Plastic (FRP) Pipe at 7.71% (\$822,891.96) of the total amendment amount.

Chao & Associates, Inc., a Minority Business Enterprise and CDBE located in Columbia, SC, will provide surveying at 0.12% (\$12,700.00) of the total amendment amount.

Herndon Inc., a Minority Business Enterprise (W) and DBE located in Lugoff, SC, will provide erosion control, silt fence and grassing at 0.54% (\$57,292.50) of the total amendment amount.

LA Barrier & Son, Inc. a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide stone and hauling at 2.84% (\$303,451.62) of the total amendment amount.

Palmetto Rock Services, located in Spartanburg, SC, will provide rock blasting services at 1.57% (\$167,990.00) of the total amendment amount.

12. Council is asked to approve a new Contract for Project WM3925-01; Rosewood Area Water System Improvements Phase 1, as requested by Columbia Water on May 4, 2023. Award to LAD Construction, LLC in an amount not to exceed \$13,715,006.40, which includes contingency. This firm is located in Swansea, SC.

Funding Source: Engineering - Rosewood Area Water System Improvements Phase 1 (5529999-WM392501-658650). The original budget amount is \$15,779,610.00.

This is a Mentor Protégé Program project. LAD Construction, LLC is the mentor and will provide water line installation services at 56.53% (\$6,460,976.00) of the total contract amount.



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JA Mabus & Associates, Inc., located in Leesville, SC, is the protégé and will provide water line installation services at 20.00% (\$2,285,834.00) of the total contract amount.

The following subcontractor/supplier will provide additional services/supplies:

Ferguson Waterworks, located in Elgin, SC, will provide water line materials at 23.47% (\$2,682,362.00) of the total contract amount.

13. Council is asked to approve Project PK005608; Finlay Park Revitalization and Construction Services, as requested by the Parks and Recreation Department on September 7, 2022. Award to Mashburn Construction Company, Inc. in an amount not to exceed \$22,450,000.00, which includes contingency. The term of the agreement is two years with two additional one year periods. This contractor is located in Columbia, SC. We also request authorization for the City Manager to execute the final contract in a form approved by the City Attorney's Office.

Funding Source: General Capital Projects - Finlay Park Rehabilitation - Capital Project Costs (4039999-PK005608-658650). The original budget is \$22,450,000.00.

The Office of Business Opportunities, in conjunction with the Department of Procurement and Contracts, the Parks and Recreation Department, and Mashburn Construction Corporation, Inc. will ensure every effort is made to achieve or exceed the 15% Disadvantaged Business Enterprise (DBE) and 15% Local Business Enterprise (LBE) goals as noted in the Request for Proposals.

14. Ordinance No.: 2023-078 - Granting an encroachment to Tomaka Triangle Friends, care of Wayne Scribnick and Ann Gluse, for the use of the right of way areas of the 3600 block of Tomaka Road and the 1400 block of Heatherwood Road for the installation and maintenance of landscaping and irrigation adjacent to 1401 Heatherwood Road and 3650 Tomaka Road, Richland County TMS# 13906-05-11 and 13905-01-08

First reading approval was given on July 18, 2023.

15. Ordinance No.: 2023-079 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Offenses and Miscellaneous Provisions, Article IV, Offenses against the Public Peace and Order, Section 14-105, Urban Camping and Improper Use of Public Places

First reading approval was given on July 18, 2023.



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16. Ordinance No.: 2023-080 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Abandoned Shopping Carts

First reading approval was given on July 18, 2023.

17. Ordinance No.: 2023-086 - Granting an encroachment to Gadsden Peach, LLC, for the use of the right of way areas of the 1300 block of Gadsden Street and the 800 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Gadsden Street, Richland County TMS# 09013-13-12

First reading approval was given on July 18, 2023.

18. Ordinance No.: 2023-087 - Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020 (known as the South Carolina Business License Tax Standardization Act)

First reading approval was given on July 18, 2023.

19. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 10.01 acres N/S Richard Street; TMS# 16313-01-07

Ordinance No.: 2023-082 - Annexing 10.01 acres N/S Richard Street, Richland County TMS #16313-01-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Transitional / Sensitive Lands (T/S) and the assignment of zoning of Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as Economic Development Center/Corridor and zoned RU by Richland County.

Applicant: Burnside Farm Associates, LLC

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given on July 18, 2023.



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20. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive; TMS# 16413-01 and 16413-01-02

Ordinance No.: 2023-083 - Annexing 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive, Richland County TMS #16413-01-01 and TMS #16413-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign the land use classification of Urban Edge mixed Residential (UEMR) and the assignment of zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium density) and zoned RU by Richland County.

Applicant: A. Forbes Patterson, Toma T. Patterson, Walker P. Ragin, Jr., Caroline Ragin Freeman, W. Motte Ragin/J. Scott Morrison, Morr Group, Inc.

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given on July 18, 2023.

21. ZONING MAP AMENDMENT for 3.85 acres, S/S Trinity Drive TMS# 16413-01-03

Ordinance No.: 2023-085 - Amending the Official Zoning Map to modify the zoning for 3.85 acres S/S Trinity Drive, Richland County TMS# 16413-01-03

Council District: 4

Proposal: Request to rezone the property from Office Institutional (O-I) to Residential Mixed District (RM-1)

Applicant: Scott Morrison, Morr Group, Inc.

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given on July 18, 2023.



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ORDINANCES - FIRST READING

22. Ordinance No.: 2023-088 - Granting an encroachment to Capital City Financial Partners, care of Michael Norris and Josh Bradley, for the use of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10

RESOLUTIONS

23. Resolution No: R-2023-063 - Authorizing Notice of 2023 Election for Council members from District 2, District 3 and one at Large Seat

APPOINTMENTS

24. Design Development Review Commission

CITY COUNCIL REPORTS, REFERRALS AND NEW BUSINESS

EXECUTIVE SESSION

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

Abigail Hartberger v. City

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

Per- and Polyfluoroalkyl Substances (PFAS)

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

Lobbyists

ADJOURNMENT



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the July 18, 2023 Work Session and Council Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_07182023_WS (PDF)
- **#b:** MN_07182023 (PDF)

Draft

07/26/2023



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 18, 2023

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, July 18, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 2:00 p.m and the following members were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. Also present were Mr. Jeff Palen, Assistant City Manager of Financial Services and Chief Financial Officer and Ms. Erika D. Moore Hammond, City Clerk. The meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to adopt the agenda as presented.

CITY COUNCIL DISCUSSION

1. American Rescue Plan Act Budget - Ms. Missy Caughman, Budget, Program Management and Grants Director **Received as information.**

Ms. Missy Caughman, Budget, Program Management and Grants Director presented Resolution 2023-055 to accept the American Rescue Plan Funds as well as adopt the proposed spending plan for the budget. She reviewed the origin, purpose, and required guidelines of the funds. ARPA Funds are used to: replace lost public sector revenue, support public health expenditures, address negative economic impacts caused by the public health emergency, provide premium pay for essential workers, and invest in water, sewer, and broadband infrastructure. The City received \$27 million over a two year period. We received the first half of \$13 million in June of 2021 and the second half in June 2022. We also received an allocation of HOME ARPA Funds of \$2.5 million administered by Community Development specifically for affordable housing. In addition, the State of South Carolina comparatively received \$2.5 billion, which most of that allocation was used for the South Carolina Infrastructure Investment Program (SCIIP) Grant. The City has received an award of \$10 million for the Lower Crane Creek Equalization Storage Project. The City has received \$40 million through this program.



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The City Council established goals for utilizing these funds as one-time funds to minimize future budget burdens and cover deficits resulting from the pandemic. The focus was on immediate needs, restoring city services, and creating sustainable solutions without ongoing financial commitments. Some of the approved allocations included vaccine incentives, Police Department initiatives, demolition of hazardous properties, and COVID-19-related expenses.

The proposed allocations covered a continuation of existing projects and the addition of affordable housing construction and rehabilitation, park facility improvements, grant programs, and more. The federal funds must be committed and expended by December 2026, and compliance with federal requirements is crucial. Approximately \$17.5 million has been allocated and approved for various projects under the mentioned categories, leaving \$9.6 million to be proposed and allocated. Adjustments were made to the figures related to the City's Commercial Retention and Redevelopment (CRR) Program. There was a commitment of \$150,000 over the next three years recommended from the Health, Social, and Environmental Affairs Committee from last June, in relation to the Lourie Center and Senior Resources unification.

Mayor Rickenmann said the only adjustment I see is for the JAG program. You need to add two more years, so it's \$160,000.

Ms. Missy Caughman, Budget, Program Management and Grants Director said we do have a little bit of contingency that we can make adjustments to.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 2:22 p.m. for the discussion of Items 2 and 3.

2. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2) **Received as information.**
 - Soda City
 - Finlay Park
3. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) **Received as information.**
 - Per- and Polyfluoroalkyl Substances (PFAS)

Council adjourned Executive Session at 3:03 p.m.



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Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 3:04 p.m. for the discussion of item 51 as outlined on the July 18, 2023 Council Meeting agenda.

4. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
- *Sandra Daniels v. City of Columbia*
 - *William Bolchoz vs. South Carolina Department of Transportation, Town of Forest Acres and City of Columbia*
 - *Douglas Luviano v. City of Columbia*
 - *Constan Carwash*

ADJOURNMENT

The meeting was adjourned at 3:45 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

Draft

07/26/2023



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 18, 2023

CALL TO ORDER

The Columbia City Council conducted a meeting on Tuesday, July 18, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann called the meeting to order at 4:00 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. Also present were Mr. Jeff M. Palen, Assistant City Manager for Financial Services/CFO and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to adopt the agenda subject to deferring **Item 35** (*Zoning Map Amendment for 1507 Mt. Vernon Street TMS# 09214-09-12*); **Item 36** (*Zoning Map Amendment for 1214 and 1222 Scott Street and 2121, 2119, and 2109 Sumter Street, TMS# 09016-12-18, 09016-12-19, 09016-12-04, 09016-12-05, and 09016-12-06*); **Item 37** (*Comprehensive Plan - Future Land Use Map Amendment for 1214 Scott Street (p); 1222 Scott Street; and 2109, 2119, and 2121 Sumter Street (p), TMS # 09016-12-18(p), 09016-12-19, 09016-12-06(p), 09016-12-05(p), and 09016-12-04(p)*); and **Item 50** (*Appointments to the Design Development Review Commission*).

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the June 20, 2023 Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the June 20, 2023 Meeting Minutes.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 18, 2023

PRESENTATIONS

2. Parks and Recreation Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mr. Henry Simons, MHA, Assistant City Manager for Operations said I would like to recognize the Parks and Recreation Department as we celebrate National Parks and Recreation Month. This team has done exceptional work in our communities throughout the city of Columbia. Today, we recognize their value, commitment, and loyalty to being the experts in providing a safe environment that contributes to the quality of life of all citizens. He recognized Director Randy Davis as the leader of Parks and Recreation along with all of the department's key leaders.

Mayor Rickenmann and the members of City Council proclaimed July 2023 as Parks and Recreation Month in the City of Columbia.

3. Columbia-Richland Fire Department Appreciation Day - The Honorable Daniel J. Rickenmann, Mayor

Mr. Aubrey D. Jenkins, Chief of the Columbia-Richland Fire Department said it is not just about responding to calls; we want to ensure that we are a fire safe community. These folks are very dedicated. We conducted over 5,700 inspections, 260 fire safe surveys, 357 fire education demonstrations, and almost 450 smoke and carbon monoxide alarm installations in 2022. I am very proud of the men and women of the department who put their lives on the line but also want to make sure lives are being saved before they get there. This is our fourth designation as a fire safe community.

Mayor Rickenmann and the members of City Council proclaimed Tuesday, July 18, 2023 as Columbia-Richland Fire Department Appreciation Day in the City of Columbia.

4. LEED for Cities Certification - Ms. Clara Lotz, Public Works Department Intern

Ms. Clara Lotz, Public Works Department Intern said the Leadership in Energy and Environmental Design (LEED) Program for Cities is the leading global rating system and certification program for evaluating sustainability and quality of life in a city or community. The program takes a multi-stakeholder approach. It is an unbiased way to move towards a more sustainable, equitable and resilient city. We have been working on this project since March. The city of Columbia is LEED Certified gold and we are close to being platinum. Columbia is the first LEED Certified city within the state of South Carolina. Columbia is one of 15 cities to be certified in 2023 and one of the



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highest rated cities in our cohort. We did well in the innovation and regional priority categories. This certification provides a baseline of sustainability for us to improve upon and it allows us to obtain grant funding.

Ms. Diane Coleman, Community Leader for the U.S. Green Building Council said the USGBC is a non-profit ran by its members across the world. Since we launched LEED over 25 years ago, it has redefined the places where we live, work, play, and learn. It enhances the built environment for many generations to come. In South Carolina, there are currently 382 LEED certified buildings and homes which contribute to an enhanced quality of life. On behalf of the U.S. Green Building Council, I am very proud to present the city with their LEED Gold Certification.

CONSENT AGENDA ITEMS 5 THROUGH 31

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 5 through 31**.

5. Council is asked to approve Reimbursement of the 2023 City of Columbia Special Election Expenses, as requested by the City Clerk's Office. Award to the Richland County Voter Registration & Elections Office in the amount of \$55,420.54. - *Approved*

Funding Source: Citizens Support Services - Election Expense (1011119-637100).

6. Council is asked to approve the Purchase of a 2023 Chevrolet Tahoe for City Administration, as requested by the Fleet Services Division on July 7, 2023. Award to Love Chevrolet, using the SC State Contract, in the amount of \$63,878.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Capital Replacement, Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$63,878.00.

7. Council is asked to approve a new Professional Services Agreement for the Food Insecurity Solutions Initiative, as requested by the Office of Business Opportunities on November 30, 2022. Award to Toms Creek Family Farms, LLC in an amount not to exceed \$179,245.00, which includes contingency. The term of the agreement is eighteen months with three additional one-year renewal periods. This contractor is located in Hopkins, SC. - *Approved*

Funding Source: ARPA Funds - ARPA Food Insecurities Solutions - Special Projects (2619999-ARPA202312-638500). The original budget amount is \$179,245.00.



We Are Columbia

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8. Council is asked to approve the Fiscal Year 2023/2024 Renewal of the Excess Workers Compensation Insurance Policy, as requested by the Safety and Risk Management Department. Award to Safety National/Atlantic Intermediaries in the amount of \$234,670.00. This vendor is located in Burlington, NC. - *Approved*

Funding Source: Worker's Compensation Administration Insurance and Bonding (6098939-636200). The original budget amount is \$234,670.

9. Council is asked to approve the Fiscal Year 2023/2024 Renewal of Property Insurance Policies for Citywide Buildings and the Columbia Canal Hydroelectric Facility, as requested by the Safety and Risk Management Department. Award to Chubb located in Alpharetta, GA and Landmark/RSUI located in Atlanta, GA through Willis Towers Watson located in Chicago, IL in the amount of \$444,681.00. - *Approved*

Funding Source: Premiums and Policies (6058935-644100). The original budget amount is \$444,681.00.

10. Council is asked to approve a new Agreement for Microsoft Enterprise Software Services, as requested by the Information Technology Services Department. Award to SHI International Corporation, using the SC State Contract in the amount of \$802,440.98. The term of the agreement is one year with two additional one-year renewal periods. This firm is located in Somerset, NJ. - *Approved*

Funding Source: Information Technology - Maintenance & Service Contract (1011120-638200). The original budget amount is \$802,440.98.

11. Council is asked to approve Fiscal Year 2023/2024 Miscellaneous Contract Renewals, as requested by various departments. Award to the following vendors in the total amount of \$1,651,376.58. – *Approved*

Item	Vendor and Location	Description	Term	Amount
a.	M/D Technologies Columbia, SC	Voice and Data Cabling Services, as requested by the Information Technology Services Department on May 8, 2023.	3 rd Year of 3 year initial term (9/13/2023 - 9/12/2024)	\$75,000.00
<i>Funding Source: Accounting - Telecomm Central Stores - Wiring Charges (6208962-632120)) - \$75,000.00</i>				



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b.	Thinkgard, LLC Pelham, AL	DataGard - Backup and Disaster Recovery Services, as requested by the Information Technology Services Department on May 8, 2023.	2 nd Year of 3 year initial term (7/1/2023 - 6/30/2024)	\$112,320.00
<i>Funding Source: Information Technology- Maintenance & Service Contract (1011120 - 638200) - \$112,320.00</i>				
c.	Tyler Technologies, Inc. Dallas, TX	Annual Software Maintenance and Support Services, as requested by the Budget, Program Management and Grants Office on June 1, 2023.	Annual Renewal (7/1/2023 - 6/30/2024)	\$136,577.19
<i>Funding Source: Development Services - Maintenance & Service Contract (1011120 - 638200) - \$21,484.90; Engineering - Maintenance & Service Contract (5511708-638200) - \$60,323.28; Police Administrative Services- Maintenance & Service Contract - \$23,797.62; Engineering Stormwater Improvement - Maintenance & Service Contract (5534202-638200) - \$22,047.34; Business Licenses - Maintenance & Service Contract (1011403-638200) - \$7,874.05; Program Management Office - Maintenance Service Contract (6218950- 638200) - \$1,050.00</i>				
d.	Amano McGann, Inc. Roseville, MN	NowCare Premium Support Agreement, for Garage and Parking Software Hosting and Equipment Maintenance as requested by Support Services on June 23, 2023.	2 nd Renewal of 3 options to renew (7/1/2023 - 6/30/2024)	\$144,521.00
<i>Funding Source: Parking Lady Street Deck – Building Maintenance & Repair (5313104-638100) - \$36,130.25; Parking Sumter Street Deck – Building Maintenance & Repair (5313106-638100) - \$36,130.25; Parking Park Street Deck – Building Maintenance & Repair (5313109-638100) - \$36,130.25; Parking Lincoln Street Deck – Building Maintenance & Repair (5313112-638100) - \$36,130.25. Total amount of \$144,521.00</i>				
e.	Yellowstone Landscape Southeast, LLC North Charleston, SC	Grounds Maintenance for City Maintained Intersections, as requested by the Public Works Department on June 15, 2023.	1 st Year of 1 year initial term (7/1/2023 - 6/30/2024)	\$138,300.00
<i>Funding Source: Forestry Horticulture - Professional Services (1011217 - 636600) - \$138,300.00</i>				
f.	Badger Meter Denver, CO	AMI Meters, Registers Endpoints and Endpoint Guard Kits, as requested by Columbia Water on June 26, 2023.	1 st Renewal of 1 option to renew (7/1/2023 - 6/30/2024)	\$1,044,658.39
<i>Funding Source: Utilities Water Distribution and Maintenance - Meters, Parts, and Supplies (5516203 - 625600) - \$1,044,658.39</i>				
Total Amount:				\$1,651,376.58



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12. Council is asked to ratify an Emergency Procurement and approve a Professional Services Agreement for Citywide Security Services, as requested by the Columbia Police Department on March 10, 2023. Award to Allied Universal Security Services in a total amount not to exceed \$2,113,179.93, which includes contingency. The term of the emergency is July 1-31, 2023, and the term of the agreement is one year with four one-year renewal periods that will begin on August 1, 2023. This contractor is located in Columbia, SC. - *Approved*

Funding Source: Police Administrative Services - Professional Services (1012402-636600). The original budget amount is \$2,113,179.93.

Service Period	Amount	Procurement Method
July 1-31, 2023	\$140,000.00	Emergency Procurement Total
August 1, 2023 – July 31, 2024	\$1,715,808.93	RFP015-22-23-KDD (Base Cost)
	\$257,371.00	RFP015-22-23-KDD (Contingency)
Total Amount	\$2,113,179.93	

13. Council is asked to approve Contract Amendment #6 for Instrumentation and Supervisory Control and Data Acquisition (SCADA) System Maintenance, as requested by Columbia Water on June 20, 2023. Award to CITI, LLC in the amount of \$65,551.72. This firm is located in Charlotte, NC. - *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200). The current budgeted amount is \$312,725.00. The budget amount for this amendment is \$65,551.72. The total revised budget amount is \$378,276.72.

14. Council is asked to approve Contract Amendment #1 for Project WM3872; Water System Improvements along Rimer Pond Road and Hardscrabble Road, as requested by Columbia Water on May 25, 2023. Award to W. K. Dickson and Company, Inc. in the amount of \$72,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Projects Cost (5529999-WM387201-658650). The current budgeted amount is \$541,189.00. The budget amount for this amendment is \$72,000.00. The total revised budget amount is \$613,189.00.

This is a Mentor Protégé Program project. W. K. Dickson and Company, Inc. is the mentor and will provide project administration services at 19.17% (\$13,800.00) of the amendment amount.

S&ME, Inc., located in Raleigh, NC, will perform pre-construction assessments and post-construction assessments on 16 homes close to construction activities at 80.83% (\$58,200.00) of the amendment amount.



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Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W), located in Chapin, SC, is the protégé and will provide construction observation and survey and permitting services at 32% (\$196,243.00) of the total revised contract amount.

15. Council is asked to approve Contract Amendment #3 for Project SS7562; Gills Creek Parallel Relief Sewer Installation Phase I, as requested by Columbia Water on May 9, 2023. Award to Michael Baker International in the amount of \$91,903.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS756201-658650). The current budgeted amount is \$592,330.00. The budget amount for this amendment is \$91,903.00. The total revised budget amount is \$684,233.00.

This is a Mentor Protégé Program project. Michael Baker International is the mentor and will provide engineering and final design services at 80.00% (\$73,523.00) of the amendment amount.

Highfill Engineering located in Columbia, SC, is the protégé and will provide preliminary planning, alternative analysis, evaluation, design phase, survey and utility mapping, permits, bidding and award services at 20.00% (\$18,380.00.00) of the amendment amount.

16. Council is asked to approve Amendment #1 for Project WM4509-SS7531; Blossom Street Utility Relocation and Upgrade Services for Water and Wastewater Improvements, as requested by Columbia Water on June 14, 2023. Award to Michael Baker International, Inc. in the amount of \$127,437.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water & Sewer Capital Projects - Capital Projects Costs (5529999-SS753101-658650). The current budgeted amount is \$156,441.00. The budget amount for this amendment is \$127,437.00. The total revised budget amount is \$283,878.00.

17. Council is asked to approve Contract Amendment #3 for Project SS7572; Sanitary Sewer Main Relocation and Rehabilitation at Multiple Locations, as requested by Columbia Water on June 2, 2023. Award to Weston and Sampson Engineers, Inc. in the amount of \$103,670.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS757201-658650). The current budgeted amount is \$23,889.34. The budget amount for this amendment is \$103,670.00. The total revised budget amount is \$127,559.34.

This is a Mentor Protégé Program project. Weston and Sampson Engineers, Inc. is the mentor and will provide design, permitting, general construction administration, and project closeout services at 71.22% (\$73,830.00) of the amendment amount.



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Carper Civil Consulting, LLC, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide participation in additional progress meetings, management of additional field survey, and preparation of easement figures and record drawings at 23.96% (\$24,840.00) of the amendment amount.

F&ME Consultants, Inc. of Columbia, SC, will provide geotechnical services to include soil borings at 4.82% (\$5,000.00) of the amendment amount.

18. Council is asked to approve Contract Amendment #6 for Project SS7462; Crockett Road, Atlas Road, and Versch Lock Lift Stations, as requested by Columbia Water on May 24, 2023. Award to Constantine Engineering, Inc. in the amount of \$109,475.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Water & Sewer Capital Projects - Capital Project Costs (5529999-SS746201-658650). The current budgeted amount is \$431,274.00. The budget amount for this amendment is \$109,475.00. The total revised budget amount is \$540,749.00.

This is a Mentor Protégé Program project. Constantine Engineering, Inc. is the mentor and will provide design services to include drawings, specifications, calculations in biddable set of contract documents for the additional effort to relocate the Crockett Road Pump Station and Atlas Pump Station at 47.98%(\$52,530.00) of the amendment amount.

Rohadfox Construction Control Services, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide assistance with design and permitting services at 20% (\$21,895.00) of the amendment amount.

Steadman & Associates of Columbia, SC, will provide survey services and preparation of easement plats at 5.62% (\$6,150.00) of the amendment amount.

Howard Engineering, a Minority Business Enterprise (W) located in Marietta, SC, will provide electrical design services at 13.06% (\$14,300.00) of the amendment amount.

Terracon Consultants of Greenville, SC, will provide wetland delineation and permitting services at 11.97% (\$13,100.00) of the amendment amount.

K&P Engineering, of Lexington, SC, will provide structural design services at 1.37% (\$1,500.00) of the amendment amount.

19. Council is asked to approve a new Professional Services Agreement for Project SD8443; Marion Street Bioretention Bumpouts, as requested by Columbia Water on May 26, 2023. Award to Goodwyn, Mills, Cawood in an amount not to exceed \$178,250.00. The term of the agreement is twenty-seven months with two additional one year periods. This firm is located in Columbia, SC. - *Approved*



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Funding Source: Stormwater Improvement Capital Project Control - Sumter and Marion Bioretention - Capital Project Costs (5549999-SD844301-658650). The original budget amount is \$178,250.00.

This is a Mentor Protégé Program project. Goodwyn, Mills, Cawood, LLC of Columbia is the mentor and will provide engineering design, permitting, utility coordination, bidding phase support and engineering services during construction services at 88.64% (\$158,000.00) of the total contract amount.

Chao and Associates, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide surveying services at 11.36% (\$20,250.00) of the total contract amount.

20. Council is asked to approve a new Professional Services Agreement for Project SS7625; Metro Wastewater Treatment Plant Dissolved Air Flotation Polymer Project, as requested by Columbia Water on May 31, 2023. Award to Highfill Infrastructure Engineering, P.C. in an amount not to exceed \$269,600.00. The term of the agreement is ten months with two additional one year periods. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Metro Waste Water Treatment Plant DAF Polymer Pilot Study - Capital Project Costs (5529999-SS762501-658650). The original budget amount is \$269,600.00.

This is a Mentor Protégé Program Protégé Only project. Highfill Infrastructure Engineering, P.C. is the protégé and will perform evaluation and design phase administration, preliminary planning, investigation, engineering, pilot analysis, and operational support services at 85.53% (\$230,600.00) of the total contract amount.

The following subconsultant will provide additional services:

Freese and Nichols, Inc., located in Charlotte, NC, will perform process engineering support services at 14.47% (\$39,000.00) of the total contract amount.

21. Council is asked to approve a new Professional Services Agreement for Project SS7624; Metro Wastewater Treatment Plant Train 2 Chemical Feed System (Magnesium Hydroxide), as requested by Columbia Water on May 22, 2023. Award to Stantec Consulting Services, Inc. in an amount not to exceed \$580,000.00. The term of the agreement is seven months with two additional one-year renewal periods. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Metro Waste Water Treatment Plant Train 2 Chemical Feed System - Capital Project Costs (5529999-SS762401-658650). The original budget amount is \$580,000.00.



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This is a Mentor Protégé Program project. Stantec Consulting Services, Inc. is the mentor and will provide review of all available data, evaluation of 2015 Preliminary Engineering Report (PER), review of existing conditions, development of a recommended plan, preparation of a PER, final design, bidding services, and engineering services at 66.24% (\$384,220.00) of the total contract amount.

Palmetto Consulting Engineering Group, a Minority Business Enterprise (W) located in Chapin, SC, is the protégé and will provide civil engineering, permitting, and construction observation services at 23.45% (\$136,000.00) of the total contract amount.

The following Subconsultants will provide additional services:

Chao and Associates, a Minority Business Enterprise located in Columbia, SC, will provide surveying services at .95% (\$5,500.00) of the total contract amount.

Howard Engineering, located in Marietta, SC, a Minority Business Enterprise (W), will provide electrical engineering services at 9.36% (\$54,280.00) of the total contract amount.

22. Council is asked to approve an increase to the Memorandum of Agreement for Project WM4401; US #1 Bridge Replacement over CSX Railroad Water Line Relocations, as requested by Columbia Water. Award to SCDOT in the amount of \$671,012.36. – *Approved*

Funding Source: 5529999-WM4401-658650. The original budgeted amount was \$440,710.30. The budget amount for this amendment is \$671,012.36. The revised budget amount is \$1,111,722.66.

23. Ordinance No.: 2023-041 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (2019 Bull Street Owner, LLC, formerly referred to as Project Astral, Richland County TMS # R09016-07-17, R09016-07-18, R09016-07-02, R09016-07-03, R09016-07-04, and R09016-07-06) - *Approved on second reading.*

Economic Development & Infrastructure Committee Recommendation: 12/13/22; Approval (3-0)

First reading approval was given on April 18, 2023.

24. Ordinance No.: 2023-073 - Granting an encroachment to Optus Bank for the use of the right of way areas of the 1500 block of Gervais Street and the 1200 block of Bull Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 1501 Gervais Street, Richland County TMS # 11401-05-14 - *Approved on second reading.*

First reading approval was given on June 20, 2023.



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25. Ordinance No.: 2023-060 - An Ordinance Granting a Nonexclusive Franchise to Lumos Fiber of South Carolina, LLC for the Construction, Operation and Maintenance of Telecommunications Facilities in the City of Columbia, South Carolina - *Approved on second reading.*

First reading approval was given on June 20, 2023

26. Ordinance No.: 2023-075 - Authorizing the City Manager to execute a Waiver and Release of Restrictive Covenant by the City of Columbia to Waive and Release a Use Restriction on Property owned by East Side Land, LLC within Columbia Industrial Park containing 1.8 acres, Richland County TMS #13512-04-06 - *Approved on second reading.*

First reading approval was given on June 20, 2023.

27. Ordinance No.: 2023-076 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 1735 Roslyn Drive and Identified as Richland County TMS#13911-06-08 for the Relocation of Overhead Electric Lines as requested by the City of Columbia for the Penn Branch Storm Drainage Improvements Project; SD8371; CF#250-613 - *Approved on second reading.*

First reading approval was given June 20, 2023.

28. Ordinance No.: 2023-077 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 4249 St. Claire Drive and Identified as Richland County TMS#13911-06-10 for the Relocation of Overhead Electric Lines as requested by the City of Columbia for the Penn Branch Storm Drainage Improvements Project; SD8371; CF#250-613 - *Approved on second reading.*

First reading approval was given June 20, 2023.

29. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 501 Jacobs Mill Pond Road; TMS# 28914-02-01 - *Approved on second reading.*

Ordinance No.: 2023-072 - Annexing 501 Jacobs Mill Pond Road, Richland County TMS # 28914-02-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.



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Council District: 4

Proposal: Request to annex the property and assign the land use classification of Urban Edge residential large lot (UER-2) and the assignment of zoning of Large Lot - Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP) for a pending annexation. The property is currently classified as neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Desrick and Natasha Rhooms

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

First reading approval was given June 20, 2023.

30. ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1118, 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32 - *Approved on second reading.*

Ordinance No.: 2023-074 - Annexing 118 Bluff Road, 118 1/2 Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32 – Approved on second reading.

Council District: 3

Proposal: Request to assign interim land use classification of Urban Core Mixed Residential type 3 (UCMR-3) and assign interim zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential Multifamily - Medium density (RM-MD) and Residential Multifamily - High Density (RM-HD) by Richland County.

Applicant: Foxfire Management Company, LLC/City of Columbia

Staff Recommendation: Approval

Annexation

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given June 20, 2023.



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31. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE for Public Notification - *Approved on second reading.*

Ordinance No.: 2023-069 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.4 Standard Review Procedures, (f) Scheduling of Public Hearing and Public Notification, (2) Public Notification, (d) Required Content – Approved on second reading.

Proposal: Amendment to the text of Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance of the City of Columbia, South Carolina”

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 5/11/2023; Approval (7-0)

First reading approval was given June 20, 2023.

PUBLIC HEARING & FIRST READING OF ZONING / PLANNING MATTERS

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

32. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 10.01 acres N/S Richard Street; TMS# 16313-01-07 - *Approved on first reading.*

Ordinance No.: 2023-082 - Annexing 10.01 acres N/S Richard Street, Richland County TMS #16313-01-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Transitional / Sensitive Lands (T/S) and the assignment of zoning of Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as Economic Development Center/Corridor and zoned RU by Richland County.

Applicant: Burnside Farm Associates, LLC

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)



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No one appeared at this time.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 10.01 acres N/S Richard Street; TMS# 16313-01-07 **and** Ordinance No.: 2023-082 - Annexing 10.01 acres N/S Richard Street, Richland County TMS #16313-01-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

33. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive; TMS# 16413-01 and 16413-01-02 - *Approved on first reading.*

Ordinance No.: 2023-083 - Annexing 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive, Richland County TMS #16413-01-01 and TMS #16413-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 4

Proposal: Request to annex the property and assign the land use classification of Urban Edge mixed Residential (UEMR) and the assignment of zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium density) and zoned RU by Richland County.

Applicant: A. Forbes Patterson, Toma T. Patterson, Walker P. Ragin, Jr., Caroline Ragin Freeman, W. Motte Ragin/J. Scott Morrison, Morr Group, Inc.

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

No one appeared at this time.

Upon a motion made by Mr. Brown and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive; TMS# 16413-01 and 16413-01-02 **and** Ordinance No.: 2023-083 - Annexing 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive, Richland County TMS #16413-01-01 and TMS #16413-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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34. ZONING MAP AMENDMENT for 3.85 acres, S/S Trinity Drive TMS# 16413-01-03 - *Approved on first reading.*

Ordinance No.: 2023-085 - Amending the Official Zoning Map to modify the zoning for 3.85 acres S/S Trinity Drive, Richland County TMS# 16413-01-03 – Approved on first reading.

Council District: 4

Proposal: Request to rezone the property from Office Institutional (O-I) to Residential Mixed District (RM-1)

Applicant: Scott Morrison, Morr Group, Inc.

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

No one appeared at this time.

Upon a motion made by Mr. Brown and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2023-085 - Amending the Official Zoning Map to modify the zoning for 3.85 acres S/S Trinity Drive, Richland County TMS# 16413-01-03.

35. ZONING MAP AMENDMENT for 1507 Mt. Vernon Street TMS# 09214-09-12 - *Deferred*

Ordinance 2023-084 - Amending the Official Zoning Map to modify the zoning for 1507 Mt. Vernon Street, Richland County TMS# 09214-09-12 - Deferred

Council District:1

Proposal: Request to rezone the property from Residential Single Family (RSF-2) to Residential Mixed District (RM-1).

Applicant: DaVant S. Jenkins

Staff Recommendation: Denial

PC Recommendation: 06/08/2023; Denial (7-0)



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36. ZONING MAP AMENDMENT for 1214 and 1222 Scott Street and 2121, 2119, and 2109 Sumter Street, TMS# 09016-12-18, 09016-12-19, 09016-12-04, 09016-12-05, and 09016-12-06 - *Deferred*

Ordinance No.: 2023-058 - Amending the Official Zoning Map to modify the zoning for 1214 and 1222 Scott Street and 2121, 2119 and 2109 Sumter Street, Richland County TMS# 09016-12-18, TMS# 09016-12-19, TMS# 09016-12-04, TMS# 09016-12-05 and TMS# 09016-12-06 - Deferred

Council District: 1

Proposal: Request to rezone the property from Mixed Use District (MU-2) in the North Main corridor design overlay district (OV-NMC) to Community Activity Center/Corridor District (CAC) in the North Main Corridor Design Overlay District (OV-NMC).

Applicant: Lauren Taylor, Ghost rider OZ Fund LLC

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

37. COMPREHENSIVE PLAN - FUTURE LAND USE MAP AMENDMENT for 1214 Scott Street (p); 1222 Scott Street; and 2109, 2119, and 2121 Sumter Street (p), TMS # 09016-12-18(p), 09016-12-19, 09016-12-06(p), 09016-12-05(p), and 09016-12-04(p) - *Deferred*

Ordinance No.: 2023-057 - Amending the Columbia Compass: Envision 2036 Map to modify the future land use for 1214 Scott Street (p); 1222 Scott Street; 2109, 2119, and 2121 Sumter Street (p); Richland County TMS# 09016-12-18(p), 09016-12-19, 09016-12-06(p), 09016-12-05(p), and 09016-12-04(p) - Deferred

City Council District: 1

Proposal: Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the property from Urban Core Mixed Residential Type 2 (UCMR-2) to Urban Core Community Activity Center (UCAC-2).

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

Council closed the public hearing at 4:47 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2023**

PUBLIC HEARING & FIRST READING OF PUBLIC SAFETY ORDINANCES

Council opened the public hearing at 4:48 p.m.

38. Ordinance No.: 2023-079 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Offenses and Miscellaneous Provisions, Article IV, Offenses against the Public Peace and Order, Section 14-105, Urban Camping and Improper Use of Public Places – *Approved on first reading.*

Ms. Ericka Brown said last time I was here, we talked about us serving the unhoused. I followed up with your point of contact. Unfortunately, I have not heard back from her. Giving back is where my heart is. We do more than serve meals. We have taken individuals off of the street and we have gotten them jobs. I am asking you to allow us a perimeter to continue to do our service work. Other individuals are still allowed to serve at the park. Make it fair for everyone.

Mayor Rickenmann said Finlay Park will be closed at the beginning of August for construction. We have made other arrangements.

Ms. Ericka Brown expressed concerns about individuals successfully completing the pods program [Rapid Shelter] but they are back on the streets because there was no alternative. It is routing individuals in and out of homelessness if they are only allowed to stay for 90 days.

Mayor Rickenmann said that is something that we have to look into. We will connect you with Kameisha Heppard. We have a place for you to give back.

Upon a motion made by Mr. Duvall and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2023-079 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Offenses and Miscellaneous Provisions, Article IV, Offenses against the Public Peace and Order, Section 14-105, Urban Camping and Improper Use of Public Places.

39. Ordinance No.: 2023-080 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Abandoned Shopping Carts – *Approved on first reading.*

No one appeared at this time.

Councilor Herbert asked if we received input from the businesses that will be responsible.



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Mayor Rickenmann said most businesses hire people to retrieve the carts. By us helping to identify the location, it is cheaper for businesses to retrieve the carts instead of buying new ones.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-080 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Abandoned Shopping Carts.

40. Ordinance No.: 2023-081 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII, Drug Paraphernalia – *Approved on first reading.*

No one appeared at this time.

Mayor Rickenmann said this ordinance will go to the Public Safety Committee. If changes are made, they will be publicized. It is an extensive ordinance change and we want to go through it one more time to ensure we are not doing something that will cause other issues.

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2023-081 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII, Drug Paraphernalia, subject to referring the ordinance to the Public Safety Committee for review prior to second reading.

Council closed the public hearing at 4:54 p.m.

RESOLUTIONS

41. Resolution No.: R-2023-050 - Annexing 118 Bluff Road, 118 ½ Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32 - *Approved*

Ms. Krista Hampton, Director of Planning and Development Services said you are granting second reading of the annexation ordinance. Due to it being city-owned land, state law also requires a resolution.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2023-050 - Annexing 118 Bluff Road, 118 ½ Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32.

42. Resolution No.: R-2023-053 - Incorporate Energy Efficiency (EE) Measures and Power All City of Columbia, South Carolina Municipal and City Owned and Operated Investments and Infrastructures with the Generation of an Additional 75 MW of Energy from Non-Combustion Based Renewable Sources (NCBRS) by 2036 - *Approved*

Health, Social and Environmental Affairs Committee Recommendation: 06/27/2023; Approval (3-0)

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-053 - Incorporate Energy Efficiency (EE) Measures and Power All City of Columbia, South Carolina Municipal and City Owned and Operated Investments and Infrastructures with the Generation of an Additional 75 MW of Energy from Non-Combustion Based Renewable Sources (NCBRS) by 2036.

43. Resolution No: R-2023-055 - Resolution Accepting American Rescue Plan Funds (known as ARPA or SLFRF Funds) from the Federal Government through the United States Department of Treasury and Certifying that the City of Columbia will adhere to the guidelines as established by the United States Department of Treasury - *Approved*

Mr. Jeff Palen, Assistant City Manager for Financial Services / Chief Financial Officer said there was a presentation during today's work session and we adjusted the budget to reflect the three year commitment to Jobs for America's Graduates (JAG).

Mayor Rickenmann said we received a total of \$27 million in ARPA Funds. We invested in the city by partnering with the Richland One JAG Program, the Office of Violent Crime Prevention, clinicians for the Pathways Unit, Rapid Shelter, our parks, affordable housing construction and rehabilitation, demolition of bad structures, the Commercial Retention and Development Program, the Lourie Center, police facilities, general funds, grant contract services, fire station improvements, gear extractors and a second set of bunker gear along with hazardous pay to our first responders during COVID.

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No: R-2023-055 - Resolution Accepting American Rescue Plan Funds (known as ARPA or SLFRF Funds) from the Federal Government through the United States



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 18, 2023

Department of Treasury and Certifying that the City of Columbia will adhere to the guidelines as established by the United States Department of Treasury.

44. Resolution No.: R-2023-060 - Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 2638 Two Notch, LLC for the lease of 2638 Two Notch Road, Suite 208 for use as a Police Substation - *Approved*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-060 - Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 2638 Two Notch, LLC for the lease of 2638 Two Notch Road, Suite 208 for use as a Police Substation.

45. Resolution No.: R-2023-061 - Approval for Release and Abandonment of a Portion of Existing City of Columbia Water Main Easements for OfficeMax Addition; 607 Bush River Road; Richland County TMS#07304-01-09; CF#229-05 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2023-061 - Approval for Release and Abandonment of a Portion of Existing City of Columbia Water Main Easements for OfficeMax Addition; 607 Bush River Road; Richland County TMS#07304-01-09; CF#229-05.

ORDINANCES - FIRST READING

46. Ordinance No.: 2023-078 - Granting an encroachment to Tomaka Triangle Friends, care of Wayne Scribnick and Ann Gluse, for the use of the right of way areas of the 3600 block of Tomaka Road and the 1400 block of Heatherwood Road for the installation and maintenance of landscaping and irrigation adjacent to 1401 Heatherwood Road and 3650 Tomaka Road, Richland County TMS# 13906-05-11 and 13905-01-08 – *Approved on first reading.*

Upon a motion made by Mr. Brown and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-078 - Granting an encroachment to Tomaka Triangle Friends, care of Wayne Scribnick and Ann Gluse, for the use of the right of way areas of the 3600 block of Tomaka Road and the 1400 block of Heatherwood Road for the installation and maintenance of landscaping and irrigation adjacent to 1401 Heatherwood Road and 3650 Tomaka Road, Richland County TMS# 13906-05-11 and 13905-01-08.



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47. Ordinance No.: 2023-086 - Granting an encroachment to Gadsden Peach, LLC, for the use of the right of way areas of the 1300 block of Gadsden Street and the 800 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Gadsden Street, Richland County TMS# 09013-13-12 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2023-086 - Granting an encroachment to Gadsden Peach, LLC, for the use of the right of way areas of the 1300 block of Gadsden Street and the 800 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Gadsden Street, Richland County TMS# 09013-13-12.

48. Ordinance No.: 2023-087 - Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020 (known as the South Carolina Business License Tax Standardization Act) – *Approved on first reading.*

Mayor Rickenmann explained that the South Carolina Business License Tax Standardization Act requires every municipality and county government with a business license to update its business license class schedule every odd numbered year to go into effect the following year.

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2023-087 - Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020 (known as the South Carolina Business License Tax Standardization Act).

APPOINTMENTS

49. Climate Protection Action Committee

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of David Voyles, Shelley Sasser and Dennis Wiehl to the Climate Protection Action Committee for a three-year term. Terms for all non-voting members will expire on August 1, 2023.

50. Design Development Review Commission - *Deferred*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2023**

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

Dr. Bussells referred an update from Municipal Court Judges on our efforts on homelessness to the Public Safety Committee.

PUBLIC INPUT

Mr. Lee Carroll, Save Our Kids said as a former police officer, parks and recreation employee, and serviceman, I see a lot of stuff in the community. Kids are being pushed out of the parks. About 50 kids are on a dance team at Hyatt Park. They put them in a small room. There is a dance studio at Sara Nance that no one uses. I don't understand why they can't use it. I wish we would do whatever we can.

Mayor Rickenmann said we will follow up with you to get the specifics so that we can address any concerns.

Ms. Yolanda Kelly said I went through the city to get help with repairs to my house. They turned me down because my name hasn't been on the deed for five years; it has been on there for three. I had to pay the mortgage off to get my name on there. I need help. I need roof repairs. They completed the inspection. I have plumbing and electrical problems. The windows need to be replaced. My bathroom has mold. When the house burned down in 1998, it was rebuilt with the old frame. I came here today to see if there is any way possible that I can get help. I am disabled and I can't do it.

Mayor Rickenmann said if you can wait until the end of the meeting, we will get your address and put you in touch with the right people to help with your situation.

Councilor Herbert said this is my neighbor from when I lived in Greenview in the 1980s. I think we now have a program that you may qualify for.

Councilor Brown said if it falls outside of what the city can do, I recommend contacting Home Works. They may be able to help.

Mr. Regi Solis said last month, I asked for a report on the stage at Finlay Park. Where is the report on the damage to the stage? Were you able to talk with Christ Central yet?

Mayor Rickenmann asked staff to get the report to Mr. Solis. We met with Christ Central and they are working out the details so that there isn't a liability. When the park closes on August 1 we will



We Are Columbia

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have it all setup. You will have to clean up after yourself, but you won't need a \$1 million liability policy.

Ms. Johntae Wright said I am here to rescue my dog. I don't want her to be spayed. I found a conflicting article that I shared with the Animal Shelter. She is not registered. She is privately owned. Why do I need to sign documentation if it is not my wish for her to be spayed? I bought her to be bred. She was found by a neighbor and dropped off at the Animal Shelter.

Mayor Rickenmann asked do you have a breeder that can certify this. If so, you need to bring in a letter from the breeder and the vet. Because the dog was out, she had the opportunity to become pregnant. I will ask Mr. Anderson to help you figure out your situation.

Ms. Carol Mitchell said the Planning Commission recommended denial on a zoning request. Then a new sign went up because it has to come to you to uphold or override their decision. That was on the agenda today and you deferred it. What does that mean?

Councilor Herbert said the applicant is out of town and is not able to be here. He asked that it be deferred today.

Ms. Carol Mitchell asked what would make City Council override their staff's recommendation.

Mayor Rickenmann said we can't talk about it until we have the public hearing on September 19, 2023. The public hearings give everybody the opportunity to be heard. There are different options but it depends on the case that is before us.

EXECUTIVE SESSION

51. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2) – *Refer to the July 18, 2023 Work Session Minutes – Item 4.*

- *Sandra Daniels v. City of Columbia*
- *William Bolchoz vs. South Carolina Department of Transportation, Town of Forest Acres and City of Columbia*
- *Douglas Luviano v. City of Columbia*
- *Constan Carwash*

ADJOURNMENT

The meeting was adjourned at 5:26 p.m.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2023**

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Purchase of 1,586 Blue 95 Gallon Recycling Roll Carts, as requested by the Public Works Department on July 06, 2023. Award to Schaefer Systems International, using the Houston-Galveston Area Council Cooperative Contract in the amount of \$96,273.65. This vendor is located in Charlotte, NC.

REQUISITION NO.: R222665

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Solid Waste Recycling - Rolls Carts and Recycling Bins (1014407-627600). The original budget amount is \$96,273.65.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the H-GAC Contract #RC01-21 Vendor, Schaefer Systems International, at the following cost:

Qty	Description	Unit Price	Extended Amount
1586	USD95M 95 Gallon Recycling Cart	\$55.33	\$87,753.38
1	Sales Tax		\$7,020.27
2	Freight	\$750.00	\$15,00.00
			\$96,273.65

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:

- **#a:** Schaefer quote R222665 (PDF)

Schaefer Plastics North America, LLC

10301 Westlake Dr
Charlotte, NC 28273
USA
Phone: (704) 944-4500



QUOTATION - HGAC Contract RC01-21

Quote #:	025652-2	Requested by:	Angel Putnam
Date:	6/28/2023		
Quote Expiration:	7/31/2023	Bill to:	City of Columbia
Terms:	Net30		Attn: Accounting
FOB:	PPD		PO Box 147
Lead Time:	4-6 Weeks ARO		Columbia, SC 29202-0147
			USA
		Ship to:	City of Columbia
			2910 Colonial Dr.
			Attn: Anita Putman
			803-545-3801
			Columbia, SC 29203-6812
			USA

Line	Quantity	Item number	Description	Unit price	Net amount
1	1586	95Q.000	USD95Q 95 GALLON BAR CART WITH 10" PLASTIC WHEELS BLUE BODY AND LID - HOT STAMP ON FILE Body: BL1 Lid: LIDBL1	\$55.33	\$87,753.38
2	2	FREIGHT	FREIGHT ESTIMATED FREIGHT ACTUAL FREIGHT CHARGES WILL BE APPLIED ONCE INVOICED	\$750.00	\$1,500.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					\$7,020.27
Total					\$96,273.65

Agreed and accepted by:

Stephen Redfern
Director of Special Projects

Name & Title

6/28/2023

Date

Date

All sale transactions are subject to Schaefer Systems International, Inc. – Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.ssi-schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services.

* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a Contract for the Painting of the City of Columbia Lady and Taylor Street Parking Decks, as requested by the Support Services Division on April 28, 2023. Award to Lowery Painting, Inc. in an amount not to exceed \$171,597.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R220714

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Parking Improvement Project Control - Exterior Painting-Lady & Sumter - Capital Project Costs (5329999-PG210001-658650). The original budget amount is \$171,597.00.

FOCUS AREAS: Innovative & High Quality Municipal Services

Three (3) bids were received for the Painting of Two (2) City of Columbia Parking Decks BID035-22-23-ASH (Re-bid).

ATTACHMENTS:

- **#a:** APPROVED Lowery Contract (PDF)
- **#b:** Official Bid Tabulation Painting Parking Garages (PDF)



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under BID035-22-23-ASH.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Lowery Painting Inc., with legal address and principal place of business at 1501 Laffayette Avenue, West Columbia, SC 29169 (hereinafter referred to as the “Contractor”), to provide Painting of two City of Columbia Parking Decks.

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

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

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

TERM OF CONTRACT – The contract terms is anticipated to be approximately five (5) weeks beginning August 21, 2023 until September 22, 2023.

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

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

goods and/or services outlined herein.

3. **TERMINATION** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the goods and/or services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

4. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
5. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Support Services Division.
6. **COMPENSATION** – (Exhibit B)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed One Hundred Seventy-One Thousand Five Hundred Ninety-Seven Dollars and Zero Cents (171,597.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices

submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

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

7. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID035-22-23-ASH.**

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

8. MISCELLANEOUS

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

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

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

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

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

“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including

selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of goods and/or services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

City of Columbia and Lowery Painting Inc.

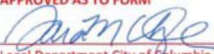
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
07/13/2023

LOWERY PAINTING INC

Print

Signature

Date: _____

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Cost Sheet

Exhibit A

I. SCOPE OF SERVICES

The City of Columbia's (COC) Parking Facility Division is seeking a vendor to pressure wash and paint the exterior of the Taylor Street Parking Deck located at 1101 Taylor Street; pressure wash the exterior and paint three stairwell/elevator towers at 1100 Lady St Parking Deck.

The vendor will provide all vehicles, materials, supplies, equipment, supervision and labor necessary to complete the services. All materials used for this project must be used according to manufacturer instructions. Paint, conditioner, detergents, degreasers and other chemicals used must be appropriate for the surface it is to be used on.

II. SPECIFICATIONS/SPECIAL STANDARDS OF RESPONSIBILITY

A. Taylor Street Parking Deck

1. Soft Pressure washing must be performed between the hours of 7pm-6am unless the work is performed on the weekend.
2. Pressure washing must be scheduled at a minimum of 5 days prior to work commencing.
3. All exterior surfaces must be cleaned with a pressure washer.
4. Cleaners chosen by the contractor must be designed for cleaning concrete. Biodegradable products are preferred, but not required.
5. Contractor will work with (COC) Parking Facilities Departmental Staff to secure areas that have 24/7 traffic.
6. The contractor is responsible for supplying and erecting appropriate barricades and/or cones, safety tape and signs prior to work commencing to ensure the safety of all pedestrians and vehicles.
7. The contractor is responsible for all required permits.
8. The exterior is to be prepped and painted according to the manufacturer's specifications/instructions.
9. The required paint is:
 - a. **Previously Coated Masonry Surfaces**
 - b. **Primer:** LX03V0100 - LXN CONDITION
 - c. **2 Coats:** LX13W0051 - LXN SELF-CLEAN (color-Gray)
 - d. A minimum of 2 coats of the Loxon Self Cleaning Acrylic Coating-Flat is to be applied.

B. Lady Street Parking Deck

1. Pressure washing must be performed between the hours of 7pm-6am, unless the work is performed on the weekend.
2. Pressure washing must be scheduled at a minimum of 5 days prior to work commencing.
3. All exterior surfaces must be cleaned with a pressure washer.
4. Cleaners chosen by the contractor must be designed for cleaning concrete. Biodegradable products are preferred, but not required.
5. Contractor will work with COC Parking Facilities Departmental Staff to secure areas that have 24/7 traffic.
6. The contractor is responsible for supplying and erecting appropriate barricades and/or cones, safety tape and signs prior to work commencing to ensure the safety of all pedestrians.
7. The contractor is responsible for all required permits.
8. The three stairwell/elevator towers are to be prepped and painted according to the manufacturer's specifications/instructions.
9. The required paint is:
 - a. **Concrete Primer:** A24W01100 - Loxon® Masonry Coating Systems Conditioner
 - b. **2 Coats:** LX13W0051 - Loxon Self Cleaning Acrylic Coating (color-Gray)
 - c. **Concrete (Sealed)**
 - d. **Finish:** A31T00840 - Loxon® Vertical Water Repellants 40% Silane
 - e. A minimum of 2 coats of the Loxon Self Cleaning Acrylic Coating are to be applied.

VIII. COST SHEET

Item	Description	Location	Cost
1	Soft Pressure Wash Exterior Deck	Taylor Street Parking Deck	15,439.00
2	Paint Exterior Deck	Taylor Street Parking Deck	58,180.00
3	Pressure Wash Exterior Stairwell/Elevator Towers	Lady Street Parking Deck	23,695.00
4	Paint Stairwell/ Elevator Towers	Lady Street Parking Deck	74,283.00
		Total Combined Cost	171,597.00

BID035-22-23-ASH

Painting of Two (2) City of Columbia Parking IFBs

6/9/2023 03:02:40 PM (ET)

7/6/2023 02:00:00 PM (ET)

Event Number

Event Title

Event Description

Event Type

Issue Date

Close Date

City of Columbia, SC

Purchasing

Anita Higgins

anita.higgins@columbiasc.gov

Organization

Workgroup

Event Owner

Email

Phone

Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Lowery Painting, Inc.	West Columbia	SC	7/6/2023 01:58:19 PM (ET)	2	\$171,597.00
Ray Miles Painting	Columbia	SC	7/6/2023 08:46:38 AM (ET)	2	\$217,500.00
Palmetto State Exteriors (Palme Sumter		SC	7/5/2023 02:18:29 PM (ET)	2	\$215,173.00

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

OFFICIAL BID TABULATION



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve Contract Amendment #6 for the Community Development Block Grant Disaster Recover (CDBG-DR) Housing Rehabilitation and Reconstruction Program, as requested by Community Development on July 20, 2023. Award to The St. Bernard Project, Inc. dba SBP, Inc. in the amount of \$1,568,106.63. This firm is located in New Orleans, LA.

REQUISITION NO.: P198633

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Admin-Development - Professional Services (1011107-636600). Funding for this amendment is available from the federal CDBG-DR allocation. The original budget amount is \$6,243,070.33. The budget amount for this amendment is \$1,568,106.63. The total revised budget amount is \$7,811,176.96.

Contract Amendment #6 is requested to provide funding associated with the additional four homes that have been completed as well as changes orders processed throughout construction and rehabilitation of the original homes.

ATTACHMENTS:

- **#a:** Memo SBP Amendment 6_ (PDF)
- **#b:** CA#6 SBP (PDF)



**AMENDMENT NUMBER SIX TO THE
AGREEMENT BETWEEN CITY OF COLUMBIA AND THE SAINT BERNARD PROJECT,
INC., dba SBP, Inc.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR)
HOUSING REHABILITATION AND RECONSTRUCTION PROGRAM**

THIS AMENDMENT is entered this 1st day of August 2023 between the City of Columbia, South Carolina (the "City") and *The St. Bernard Project, Inc., dba SBP, Inc.*

WHEREAS, Pursuant to Public Law 114-113 (12/18/2015) and Public Law 115-31; The Consolidated Appropriations Act, 2016 and the Federal Register Notice 82 FR 36812, August 07, 2017 and 81 FR 39687, June 07, 2016 at DR-4241 that allocated CDBG-DR funds awarded to the City of Columbia, the U.S. Department of Housing and Urban Development ("HUD") has awarded \$26,155,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the City for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the City's Action Plan (the "Action Plan"); and

WHEREAS, the City and SBP entered into an agreement on **December 1, 2020** to carry out a part of the City's Federal award by committing \$8.9 million dollars of the City's Federal award, pursuant to this Subrecipient Agreement between the City and SBP (the "Agreement"); and

WHEREAS, the City and SBP have already amended the original contract agreement in order to extend the end date for certain administrative tasks to September 1, 2023 to include record-keeping associated with any warranty services provided and to address SBP's final billing and related reimbursement.

WHEREAS, the City and SBP were able to identify funds for the reconstruction of four additional homes in 2022, which were identified and work has since then been completed to include key turnover/homeowner occupancy; and,

WHEREAS, the knowledge of the additional four homes was discussed on numerous occasions and factored into the program schedule separate than the original work by SBP; and,

WHEREAS, as construction activities for the work performed by SBP has been completed, the budget reconciliation associated with the additional four homes is needed; and,

WHEREAS, the budget amendment to increase the construction budget by \$1,568,106.63 associated with the additional four homes that have been completed as well as changes orders processed throughout construction and rehabilitation of the original homes; and,

SBP Subrecipient Agreement Amendment Six CDBG-DR 07/20/2023

WHEREAS, the original contract amount of \$8,898,594.33 awarded to SBP was broken out into two parts, one being the SRA budget to manage the program of \$2,655,524.00 and the construction budget of \$6,243,070.33, all for the rehabilitation and reconstruction of qualified residents; and,

WHEREAS, this amendment will result in a total construction budget for the work performed increasing from \$6,243,070.33 to \$7,811,176.96; and,

WHEREAS, the cost associated with SBP's management of the construction activities (SRA) remains unchanged; and,

WHEREAS, this amendment does not extend the performance period or provide for any work to be performed on new homes that are not already completed; and,

WHEREAS, no other terms of the original agreement dated December 1, 2020 are affected by this amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties agree as follows:

Item below shall be amended to read:

II. GENERAL AWARD INFORMATION

Subaward Period of Performance: To increase the construction budget by \$1,568,106.63 associated with the additional four homes that have been completed as well as changes orders processed throughout construction and rehabilitation of the original homes.

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Subrecipient Agreement for the Community Development Block Grant Disaster Recovery (CDBG-DR) Program as described in Federal Award Notice B-16-MH-45-001, which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE:

By: _____
(Signature)

Name: Teresa Wilson

Title: City Manager

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

07/24/2023

SUBRECIPIENT SBP

By: 
(Signature)

Name: Keith McCulloch

Title: CFO

Date: _____



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #5 for Program Management Services for the Community Development Block Grant Disaster Recovery Program, as requested by the Community Development Department on July 20, 2023. Award to ICF Incorporated, LLC in the amount of \$2,188,319.00 and to extend the term to December 31, 2025. This firm is located in Reston, VA.

REQUISITION NO.: R208020

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: CDBG-DR Control Account - 2015 October Flood Recovery (2639999-9107402017, 9107404017, 9107080017, 9107901017, 9107406017-638400). Funding for this amendment is available from the federal CDBG-DR allocation. The original budget amount is \$1,593,222.08. The budget amount for this amendment is \$2,188,319.00. The total revised budget amount is \$3,781,541.08.

CLEAN WATER 2020?: No

Contract Amendment #5 is requested to provide funding for the oversight and management of contractor services for the construction of four to six additional homes.

ATTACHMENTS:

- **#a:** Memo ICF Amendment 5 (PDF)
- **#b:** Approved Contract Amendment 5 ICF CDBG DR (PDF)

Program Management Services for Community Development Block Grant

Disaster Recovery (CDBG-DR) RFP002-20-21

ICF Incorporated, LLC

July 25, 2023

Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and ICF Incorporated, LLC (Consultant) executed November 24, 2020 (Agreement) to extend the Agreement from December 31, 2023 to December 31, 2024 for continued consultation and added construction services and increase the amount of the agreement to allow additional work to be performed. Contract Amendment #5 is requesting the authority, based on HUD's approval of Substantial Amendment #7 and approval of the time extension, to provide the oversight and management of contractor services for the construction of four to six additional homes; and to increase the amount of the contract to cover these additional activity costs. The funds for this change are part of the City's CDBG-DR allocation.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from December 3, 2020 to December 31, 2022; Purchase Order# P187089):	\$989,767.50
Contract Amendment #1 (Time Extension from January 1, 2023 to March 31, 2023; Purchase Order# P187089):	\$0.00
Contract Amendment #2 (Funding Increase; Time Extension from March 31, 2023 to April 30, 2023; Purchase Order# P187089)	\$48,000.00
Contract Amendment #3 (Funding Increase; Time Extension from April 30, 2023 to May 31, 2023; Purchase Order# P187089)	\$48,000.00
Contract Amendment #4 (Funding Increase; Time Extension from June 1, 2023 to December 31, 2023; Purchase Order# P187089)	\$507,454.58
Revised Contract Amount:	\$1,593,222.08
This Contract Amendment #5 (Funding Increase; Time Extension from December 31, 2023 to December 31, 2024; Purchase Order# P187089)	\$2,188,319.00
Revised Contract Amount:	\$3,781,541.08

This Change is Acceptable:**Name of Firm**

ICF Incorporated, LLC

 Print Name

 Signature

 Date
City of Columbia

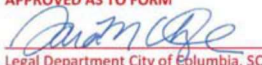
Office of the City Manager

 Teresa Wilson, City Manager

 Signature

 Date

 Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 07/25/2023



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve a Contract to Purchase Annual Repair Materials for the Wastewater Maintenance Division, as requested by Columbia Water on July 17, 2023. Award to Core and Main LP in an amount not to exceed \$231,930.36. This vendor is located in West Columbia, SC.

REQUISITION NO.: R223234

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Pipe, Fitting, Hydrants, etc. (5516205-625700). The original budget amount is \$231,930.36.

CLEAN WATER 2020?: No

Two (2) bids were received for the purchase of Water Distribution Annual Repair Materials BID036-21-22-LTD.

Lots	Vendors	Location	Amounts
1-9	Core and Main	West Columbia, SC	\$231,930.36

ATTACHMENTS:

- **#a:** Core and Main Contract (PDF)

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under BID036-21-22-LTD.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Core & Main, LP, with legal address and principal place of business at 914 Chris Drive, West Columbia, SC 29169 (hereinafter referred to as the “Contractor”), to provide annual repair materials.

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

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

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

TERM OF CONTRACT – The initial contract term is approximately five (5) months, with the option to renew for an additional six (6) month period at the mutual pleasure of both parties.

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

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or services outlined herein.

3. **TERMINATION** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the goods and/or services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

4. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
5. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Support Services Division.
6. **COMPENSATION** – (Exhibit B)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed Two Hundred Thirty-One Thousand Nine Hundred Thirty Dollars and Thirty-Six Cents (231,930.36).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

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

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

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

7. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID036-21-22-LTD.**

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

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

8. MISCELLANEOUS

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

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

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

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

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

modifications will be incorporated only by written amendment signed by both the City and the Contractor.

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

“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of goods and/or services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
07/13/2023

CORE & MAIN, LLP

Print

Signature

Date: _____

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Cost Sheet



CITY OF COLUMBIA
 Department of Procurement & Contracts
 1800 Main St., 2nd Floor
 Columbia, SC 29201 (803) 545-3470
****For Internal Use Only****
**Purchase Order Modification /
 Change Order / Amendment Form**

Solicitation #: _____ CMM Contract #: _____

Purpose - Check All That Apply

- ☐ PO Change ☐ Emergency Procurement
☐ Construction Change Order ☐ Sole Source Procurement
☒ Contract Amendment

Routing Date: 07 / 03 / 2023

DESCRIPTION: 6-month contract extension request

Identify Funding Source (Please check all that apply):

- ☒ City of Columbia ☐ State of SC ☐ Federal ☐ Other

If other funding source, please specify: _____

DEPARTMENT NAME AND REQUESTOR: Wastewater Maintenance - Carol A. Sforza

CONTRACTOR'S NAME: Core and Main LLC

PURCHASE ORDER OR REQUISITION NUMBER : TBD PO CHANGE ORDER # _____ BUYER REVIEW (Initials): _____

TYPE OF CHANGE (check all applicable boxes):

- ☒ Funding Increase (+) or (-) Decrease - Amount: \$ 231,930.36
☐ Project Contingency Funds Utilized - Amount: \$ _____
☒ Time Extension to Contract - Extension Date: 12/15/2023
☐ Revised Scope of Work to Contract (Attach Revised Scope)
☐ Administrative Change: _____
☐ Other Change: _____

Brief Explanation/Justification: Revised quantities for the lots on BID036-21-22-LTD contract with the vendor and a time extension to the contract.

Current PO Amount: \$ _____ Requested Amount: \$ 231,930.36 Revised PO Amount: \$ _____

Accounting Information on Original PO: ORG 5516205 OBJ 625700 (Required)

Funding/Account Info for Change Order: ORG 5516205 OBJ 625700 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$0.00 - \$5,000.00):

Recommended for Approval: George K. Bynum / WFE Schuch Contracts PM; _____ Dir. of Utility Ops.
 (Signature) (Title)

Assistant City Manager (ACM) Approval (\$5,000.01 - \$25,000.00; Sign All Contract Amendments):

Recommended for Approval: [Signature] ACM - Columbia Water
 (Signature) (Title)

****Route this form to the Procurements & Contracts Department**

Director of Procurement & Contracts Approval: City Manager Approval Needed Yes or No

Recommend for Approval: _____ (Signature) _____ (Date)

City Manager Approval:

Recommend for Approval: _____ (Signature) _____ (Date)

APPROVED AS TO FORM
[Signature]
 Legal Department City of Columbia, SC
 07/06/2023

All PO Mod Form Increases \$50,000.00 or greater must be approved by City Council. Date approved by City Council: _____

A copy of the final City Council minutes must be maintained with the purchasing file.

See code of ordinance: Sec. 2-207. - Award of contracts. (a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts in excess of up to and including \$50,000.00 shall be approved by the city council prior to award.

Please Submit Form and All Documentation to
procurementneeds@columbiasc.gov

Office of Business Opportunities Goals

Did the Prime Contractor meet small business, Columbia Disadvantaged Business Enterprise (CDBE), or Mentor Protégé Project (MPP) Plan goals, if applicable? ☐ Yes ☐ No ☒ N/A (OBO will make this determination)

If the Prime Contractor did not meet small business, CDBE, or MPP plan goals, provide an explanation from the Contractor on how they plan to meet the goals? ☐ Yes ☐ No ☒ N/A

If adding new Subconsultant/Subcontractor, has OBO approved the new Subcontractor Business Information Record (SBIR)? Provide updated record, if applicable. ☐ Yes ☐ No ☒ N/A

If adding or removing Subconsultants/Subcontractors; or adding/decreasing funding, did OBO approve the updated Implementation Plan Amendment (IPA) to amend the original Mentor Protégé Project (MPP) Plan or other OBO program plan, if applicable? Provide approved amendment or updated plan. : ☐ Yes ☐ No ☒ N/A

OBO Statement for the Amendment:

OBO Dated and Signed: _____

When completed, please submit Form and all supporting documentation to
procurementneeds@columbiasc.gov.



Bid Proposal for City of Columbia - Annual 2023-2024 - SEWER

CITY OF COLUMBIA SC
 Job Location: Columbia, SC
 Bid Date: 06/30/2023
 Core & Main 2984195

Steven Carter
 Mobile: 803-309-4622
 Phone: 803-794-0902
 Fax: 803-796-4610
 steven.Carter@coreandmain.com

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.						
10			LOT #1-PVC SEWER PIPE SDR35			
20	3010		4 PVC SDR35 SWR PIPE (G) 14'	FT	2.95	8,879.50
30	5012		6 PVC SDR35 SWR PIPE (G) 14'	FT	6.80	34,081.60
40	644		8 PVC SDR35 SWR PIPE (G) 14'	FT	12.35	7,953.40
					SUBTOTAL	50,914.50
50			LOT #2 - DIP W/401 LINING			
60	20		4 TJ PR350 DI PIPE P401	FT	68.06	1,361.20
70	20		6 TJ CL50 PR350 DI PIPE P401	FT	54.23	1,084.60
80	20		8 TJ PR350 DI PIPE P401	FT	70.19	1,403.80
					SUBTOTAL	3,849.60
90			LOT #3 - SEWER FITTINGS, SDR35			
100	200		4 PVC SDR35 SWR 22-1/2 GXSP	EA	10.61	2,122.00
110	175		4 PVC SDR35 SWR 45 GXSP	EA	10.08	1,764.00
120	275		6 PVC SDR35 SWR 22-1/2 GXSP	EA	20.72	5,698.00
130	300		6 PVC SDR35 SWR 45 GXSP	EA	19.92	5,976.00
140	375		4 SDR35 CLEANOUT ADPT HXF L/PL	EA	5.29	1,983.75
150	400		4 PVC SWR CLEANOUT PLUG MIPT	EA	3.17	1,268.00
160	550		6 SDR35 CLEANOUT ADPT HXF L/PL	EA	25.51	14,030.50
170	550		6 PVC SWR CLEANOUT PLUG MIPT	EA	16.20	8,910.00
180	130		4X4 PVC SDR35 SWR WYE GXG	EA	19.44	2,527.20
190	220		6X6 PVC SDR35 SWR WYE GXG	EA	44.12	9,706.40
200	10		8X6 PVC SDR35 SWR WYE GXG	EA	69.66	696.60
210	140		CB-6.66UN RM 8-12" SEWER SADDL 8.00-14.40 REG GASKET UNIVERSAL 6.27-6.66 BR OD	EA	157.42	22,038.80
					SUBTOTAL	76,721.25
220			LOT #4 - SS SHEAR RING COUPLIN			
230	75	WW-1500-01	5002-46RC 4X6 CLAYXCI/PVC CPLG STRONGBACK	EA	48.98	3,673.50
240	170	WW-1500-05	5056-64RC 6X4 CI/PVCXCI/PVC CPLG STRONGBACK	EA	52.10	8,857.00
250	175	WW-1500-02	5002-44RC 4 CLAYXCI/PVC CPLG STRONGBACK	EA	30.83	5,395.25
260	200	WW-1500-07	5056-66RC 6 CI/PVCXCI/PVC CPLG STRONGBACK	EA	40.40	8,080.00
270	330	WW-1500-06	5002-66RC 6 CLAYXCI/PVC CPLG STRONGBACK	EA	53.17	17,546.10
280	110	WW-1500-08	5002-88RC 8 CLAYXCI/PVC CPLG STRONGBACK	EA	60.61	6,667.10
290	70	WW-1500-09	5056-88RC 8 CI/PVCXCI/PVC CPLG STRONGBACK	EA	60.61	4,242.70
					SUBTOTAL	54,461.65
300			LOT #5 - CLEAN OUT RING			
310	160		SIGMA MB344 CI CLEAN OUT RING & COVER 4" TALL (CW18)	EA	35.56	5,689.60
320	1		SIGMA MB3441 COVER ONLY FOR MB344 RING AND COVER	EA	12.74	12.74



Bid Proposal for City of Columbia - Annual 2023-2024 - SEWER

Bid #: 2984195

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
					SUBTOTAL	5,702.34
330			LOT #6 - ROUND PVC VALVE BOX			
340			W/LID & LID ONLY			
350	275		NDS 111BCS 10" RND BOX & GREEN COVER MARKED SEWER	EA	8.73	2,400.75
					SUBTOTAL	2,400.75
360			LOT #7 - HYMAX OR EQUAL			
370	1		860-54-0108-16 4 HYMAX 2 FLIP CPLG 4.25-5.00 LR 4.92-5.63 HR	EA	220.19	220.19
			OD			
380	1	132-6 6.42-7.68	860-54-0163-16 6 HYMAX 2 FLIP CPLG 6.42-7.05 LR 7.01-7.68 HR	EA	292.53	292.53
			OD			
390	1		860-54-0217-16 8 HYMAX 2 FLIP CPLG 8.54-9.17 LR 9.13-9.84 HR	EA	329.76	329.76
			OD			
					SUBTOTAL	842.48
400			LOT #8 - CAST IRON R&C SEWER			
410	60		755NR RING & COVER COLUMBIA, CITY OF	EA	313.80	18,828.00
420			PRICING GOOD THROUGH 08/01/23			
					SUBTOTAL	18,828.00
430			LOT #9 - SEWER ARV			
440	1		ARI 2" D025T NYLON REINFORCED BODY - THREADED	EA	1,029.76	1,029.76
					SUBTOTAL	1,029.76
					Sub Total	214,750.33
					Tax	17,180.03
					Total	231,930.36

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

EXHIBIT A

Scope of Goods and/or Services

The Contractor will supply various wastewater pipe, fittings, shielded couplings, cleanout boxes, manhole cast and lids, manhole risers, and release valves for the City of Columbia's Wastewater Management Division.

The Contractor will:

- a. Provide item(s) specified that are new and of the current manufacturer in Lot(s) 1, 2, 3, 4, 5, 6, 7, 8, and 9.
- b. Pick up all item(s) found defective or not meeting specifications and replace items within fourteen (14) business days after notification at no expense to the City of Columbia.
- c. Supply a standard warranty for all awarded item(s) in lot(s). The warranty period shall commence upon acceptance of the materials. Copies of the warranties provided with delivery of the materials.
- d. Contact the current Warehouse & Inventory Manager to inquire what quantities from each lot he/she would like to order after receiving the purchase order. The vendor will deliver any orders the Warehouse & Inventory Manager places within ninety days.
- e. Be responsible for managing and adhering to all contract terms in their entirety to include ensuring that all approvals and policies is upheld when using their services. The vendor will confirm receipt of the order via email when orders received from the Warehouse & Inventory Manager.
- f. Be authorized to deliver only those items covered by the contract. If a review of orders placed by the City reveals any item(s) other than the item(s) covered in the contract have been delivered, the Purchasing Agent will take steps as necessary to have the item(s) returned to the Contractor at no cost to the City regardless of the time elapsed between the date of delivery and discovery of the violation. Full credit of payment demanded by the City in the event of unapproved substitutions. Compliance with this requirement is the joint responsibility of the City and the Contractor. Violation of this clause may result in further sanctions.
- g. Send all invoices broken up by the awarded lot(s). No invoice should have more than one lot on it. The invoice must reference the PO Number, Lot Number, and Manufacturer's Sales Number on all invoices.



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve a Contract to Purchase Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water on July 6, 2023. Award to Core and Main, LP in an amount not to exceed \$982,003.28. This vendor is located in West Columbia, SC.

REQUISITION NO.: R222680

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution and Maintenance - Pipe, Fitting, Hydrant, etc. (5516203-625700). The original budget amount is \$982,003.28.

CLEAN WATER 2020?: No

Two (2) bids were received for the purchase of Water Distribution Annual Repair Materials BID039-21-22-KSB.

Lots	Vendors	Location	Amounts
1- 6, 8-22, 25-30	Core and Main	West Columbia, SC	\$982,003.28

ATTACHMENTS:

- **#a:** Core and Main Contract Contract for Water Distribution Repair Materials (PDF)

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under BID039-21-22-KSB.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Core & Main, LP, with legal address and principal place of business at 914 Chris Drive, West Columbia, SC 29169 (hereinafter referred to as the “Contractor”), to provide annual repair materials.

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

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

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

TERM OF CONTRACT – The initial contract term is approximately five (5) months, with the option to renew for an additional six (6) month period at the mutual pleasure of both parties.

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

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or services outlined herein.

3. **TERMINATION** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the goods and/or services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

4. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

5. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Support Services Division.

6. **COMPENSATION** – (Exhibit B)

- A. The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed Nine Hundred Eighty-Two Thousand and Three Dollars and Twenty-Eight Cents (\$982,003.28)
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

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

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

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

7. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID039-21-22-KSB.**

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

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

8. **MISCELLANEOUS**

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

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

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

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

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

modifications will be incorporated only by written amendment signed by both the City and the Contractor.

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

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of goods and/or services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

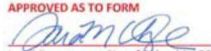
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
07/17/2023

CORE & MAIN, LLP

Print

Signature

Date: _____

City of Columbia and Core and Main, LP
Wastewater Management Annual Repair Materials

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Cost Sheet



PO Box 147 | Columbia, SC 29217 | (803) 545-3300

TO: Legal Review
 FROM: Jeremy W. Yates, Superintendent – Water Distribution & Maintenance
 DATE: July 3, 2023
 RE: BID039-21-22-KSB – WDM Materials 6-Month Extension Request

As described below, the contract expiration date for the BID039-21-22-KSB – WDM Materials expired before we sent out an extension request.

This contract's scope is for the majority of maintenance materials used to make new water taps, repair water main and service lines, and maintain and install fire hydrants, valves, meters.

Due to the effects of the pandemic and the extended lead times on many materials, this was originally written for 3-months, with the option to extended 6-months. This was a first; typically, this contract is written for 1-year. Unbeknownst to Procurement & Contracts and ourselves, POs were issued and paid after the contract expiration date.

We are requesting a six month extension starting 7/01/2023 until 12/15/2023. Several of the manufacturers have increased their price hold from 3-months to 6-months. Since not all manufacturers have extended their price hold for another 12 months, we are requesting a 6-month extension, with an option to renew for another 6-months. The new contract pricing reflects an increase no more than 6% from the original contract, which is within the CPI (Consumer Price Index). The total cost of this contract extension request is \$982,003.28.

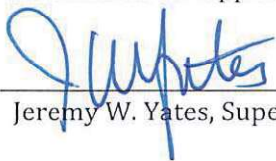
The PO Modification/Change Order/Amendment Form, original contract, Purchase Orders P195824, P198173, P198961, Core and Main's updated pricing (dated 3-17-2023) used to obtain POs P198173 & P198961, and Core and Main's new pricing for the contract extension are attached for review.

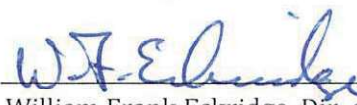
ColumbiaSCWater.Net

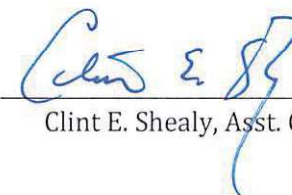


Approval for Request for this Contract Extension:

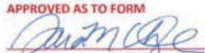
Recommend for Approval:

 – Water Dist. & Maint. 7/5/23
Jeremy W. Yates, Superintendent Date

 – Columbia Water 7/5/23
William Frank Eskridge, Dir. of Utilities Date

 – Columbia Water 7/5/23
Clint E. Shealy, Asst. City Manager Date

(Signature) (Title) – Procurement & Contracts _____
Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC
07/06/2023

(Signature) (Title) – Legal Review _____
Date

Approved:

Teresa B. Wilson, City Manager

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC
07/17/2023



CITY OF COLUMBIA

Department of Procurement & Contracts
1800 Main St., 2nd Floor
Columbia, SC 29201 (803) 545-3470

****For Internal Use Only****

Purchase Order Modification / Change Order / Amendment Form

Solicitation #:

CMM Contract #:

Purpose - Check All That Apply

- ☐ PO Change ☐ Emergency Procurement
☐ Construction Change Order ☐ Sole Source Procurement
☒ Contract Amendment

Routing Date: 07 / 03 / 2023

DESCRIPTION: 6-month contract extension request

Identify Funding Source (Please check all that apply):

- ☒ City of Columbia ☐ State of SC ☐ Federal ☐ Other

If other funding source, please specify:

DEPARTMENT NAME AND REQUESTOR: Water Distribution & Maintenance - Carol A. Sforza

CONTRACTOR'S NAME: Core and Main LLC

PURCHASE ORDER OR REQUISITION NUMBER : TBD PO CHANGE ORDER # BUYER REVIEW (Initials):

TYPE OF CHANGE (check all applicable boxes):

- ☒ Funding Increase (+) or (-) Decrease - Amount: \$ 982,003.28
☐ Project Contingency Funds Utilized - Amount: \$
☒ Time Extension to Contract - Extension Date: 12/15/2023
☐ Revised Scope of Work to Contract (Attach Revised Scope)
☐ Administrative Change:
☐ Other Change:

Brief Explanation/Justification: Revised quantities for the lots on BID039-21-22-KSB contract with the vendor and a time extension to the contract.

Current PO Amount: \$ Requested Amount: \$ 982,003.28 Revised PO Amount: \$

Accounting Information on Original PO: ORG 5516203 OBJ 625700 (Required)

Funding/Account Info for Change Order: ORG 5516203 OBJ 625700 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$0.00 - \$5,000.00):

Recommended for Approval: [Signature] WDM Superintendent/Utility Operations
(Signature) (Title)

Assistant City Manager (ACM) Approval (\$5,000.01 - \$25,000.00; Sign All Contract Amendments):

Recommended for Approval: [Signature] ACM - Columbia Water
(Signature) (Title)

****Route this form to the Procurements & Contracts Department**

Director of Procurement & Contracts Approval: City Manager Approval Needed Yes or No

Recommend for Approval: (Signature) (Date)

City Manager Approval:

Recommend for Approval: (Signature) (Date)

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
07/06/2023

All PO Mod Form increases \$50,000.00 or greater must be approved by City Council. Date approved by City Council:

A copy of the final City Council minutes must be maintained with the purchasing file.

See code of ordinance: Sec. 2-207. - Award of contracts. (a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts in excess of up to and including \$50,000.00 shall be approved by the city council prior to award.

Please Submit Form and All Documentation to
procurementneeds@columbiasc.gov

Office of Business Opportunities Goals

Did the Prime Contractor meet small business, Columbia Disadvantaged Business Enterprise (CDBE), or Mentor Protégé Project (MPP) Plan goals, if applicable? ☐ Yes ☐ No ☒ N/A (OBO will make this determination)

If the Prime Contractor did not meet small business, CDBE, or MPP plan goals, provide an explanation from the Contractor on how they plan to meet the goals? ☐ Yes ☐ No ☒ N/A

If adding new Subconsultant/Subcontractor, has OBO approved the new Subcontractor Business Information Record (SBIR)? Provide updated record, if applicable. ☐ Yes ☐ No ☒ N/A

If adding or removing Subconsultants/Subcontractors; or adding/decreasing funding, did OBO approve the updated Implementation Plan Amendment (IPA) to amend the original Mentor Protégé Project (MPP) Plan or other OBO program plan, if applicable? Provide approved amendment or updated plan. : ☐ Yes ☐ No ☒ N/A

OBO Statement for the Amendment:

OBO Dated and Signed: _____

When completed, please submit Form and all supporting documentation to
procurementneeds@columbiasc.gov.



Bid Proposal for City of Columbia - Annual 2023-2024 - WATER

CUSTOMER	CITY OF COLUMBIA SC 4013 W BELTLINE BLVD COLUMBIA, SC 29204 Contact: CAROL SFORZA (T) 803-545-3915 (F) 803-988-8076 casforza@columbiasc.net	Job City of Columbia - Annual 2023-2024 - WATER columbia, SC Bid Date: 06/30/2023 12:00 pm Bid #: 2984288
	Sales Representative Steven Carter (M) 803-309-4622 (T) 803-794-0902 (F) 803-796-4610 steven.Carter@coreandmain.com	Core & Main 914 Chris Dr West Columbia, SC 29169 (T) 803-794-0902
CONTACT	-Vendors for the following lots would only renew contract pricing through December 15, 2023: Lots 5, 8, 19, 20, & 29. These lots will have to be requoted December 16, 2023.	
NOTES	-All other lot pricing is good until 06/30/2024 barring any unforeseen circumstances.	



Bid Proposal for City of Columbia - Annual 2023-2024 - WATER

CITY OF COLUMBIA SC
 Job Location: columbia, SC
 Bid Date: 06/30/2023 12:00 pm
 Core & Main 2984288

Steven Carter
 Mobile: 803-309-4622
 Phone: 803-794-0902
 Fax: 803-796-4610
 steven.Carter@coreandmain.com

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.						
10			LOT #1 - PLASTIC TUBING SILVERLINE			
20	8200	100-3-4	3/4X100' CTS ENDOPOLY BLACK SDR9 4710 250PSI	FT	0.37	3,034.00
30	8200	100-1	1X100' CTS ENDOPOLY BLACK SDR9 4710 250PSI	FT	0.61	5,002.00
40	500	100-11-2	1-1/2X100' CTS ENDOPOLY BLACK SDR9 4710 250PSI	FT	1.30	650.00
50	100	100-2	2X100' CTS ENDOPOLY BLACK SDR9 4710 250PSI	FT	2.23	223.00
SUBTOTAL						8,909.00
60			LOT #2 - BRASS GOODS			
70	20	101-3-4-CMP-UNION	P15403N 3/4 CPLG PJCTSXPICTS **NO LEAD **	EA	23.09	461.80
80	5	101-11-2 UNION	P15403N 1-1/2 CPLG PJCTSXPICTS NO LEAD	EA	86.70	433.50
90	30	101-1X3-4-CMP-RED	P15403N 1X3/4 CPLG PJCTSXPICTS NO LEAD	EA	24.49	734.70
100	5	101-2 UNION	P15403N 2 CPLG PJCTSXPICTS NO LEAD	EA	120.23	601.15
110	600	101-3-4-CMP-MALE	P15428N 3/4 ADAPT PJCTSXMIPICTS **NO LEAD **	EA	18.12	10,872.00
120	650	101-1-CMP-MALE	P15428N 1 ADAPT PJCTSXMIPICTS NO LEAD	EA	21.36	13,884.00
130	15	101-3-4-IPS	E15429N 3/4 STRT CPLG IPS PE PKJT X MIP NO LEAD	EA	26.02	390.30
140	75	101-11-2-CMP-MALE	P15428N 1-1/2 ADPT PJCTSXMIPICTS **NO LEAD **	EA	58.94	4,420.50
150	100	101-2-CMP-MALE	P15428N 2 ADAPT PJCTSXMIPICTS **NO LEAD **	EA	86.70	8,670.00
160	100	101-1 IPS MALE	E15429N 1 IPS PE PKJT X MIP STRAIGHT COUPLING NO LEAD	EA	32.92	3,292.00
170	10	WA-101-2-IPS MALE	V15440N 2 CPLG MIPXPJ (PVC) NO LEAD	EA	173.59	1,735.90
180	750	101-3-4-CMP-FEM	P15451N 3/4 CPLG PJCTSXFIPICTS **NO LEAD **	EA	19.45	14,587.50
190	300	101-1-CMP-FEM	P15451N 1 CPLG PJCTSXFIPICTS **NO LEAD **	EA	27.72	8,316.00
200	15	101-1 IPS FEMALE	E15454N 1" CPLG PI IPSPEXFIPICTS NO LEAD	EA	27.68	415.20
210	20	101-11-2-CMP-FEM	P15451N 1-1/2 CPLG PJCTSXFIPICTS **NO LEAD **	EA	75.71	1,514.20
220	60	101-2-CMP-FEM	P15451N 2 CPLG PJCTSXFIPICTS **NO LEAD **	EA	91.32	5,479.20
230	1	101-2 PS FEMALE	V15442N 2 CPLG FIPXPJ (PVC) NO LEAD	EA	116.76	116.76
240	250	101-3-4-CMP-STP	P25172N 3/4 BALL CURB PJCTS X FIPT W/LW NO LEAD	EA	71.08	17,770.00
250	800	101-1-CMP-STP	P25172N 1 BALL CURB PJCTSXFIPICTS PACK JT CTS X FIP NO LEAD	EA	109.36	87,488.00
260	300	101-3-4-STP	B20200N 3/4 FIP STRT BALL SERVICE VALVE W/LOCK WING & CHK NO LEAD	EA	65.42	19,626.00
270	200	101-1-STP	B20200N 1 FIP STRT BALL SERVICE VALVE W/LOCK WING & CHK, 1/4 TURN NO LEAD	EA	100.57	20,114.00
280	2	101-11-4-STP	B20200N 1-1/4 FIP STRT BALL VALVE W/LOCK WING & CHK NO LEAD	EA	167.63	335.26
290	50	101-11-2-STP	B20200N 1-1/2 FIP STRT BALL SERVICE VALVE W/LOCK WING & CHK NO LEAD	EA	204.65	10,232.50
300	50	101-2-STP	B20200N 2 FIP STRT BMV NO LEAD SERVICE VALVE W/LOCK WING & CHK NO LEAD	EA	298.30	14,915.00



Bid Proposal for City of Columbia - Annual 2023-2024 - WATER

Bid #: 2984288

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
310	50	101-3-4-CMP-CRP	P15008N 3/4 CORP STOP CCXCP PJ NO LEAD BRASS	EA	42.75	2,137.50
320	200	101-1-CMP-CRP	P15008N 1 CORP STOP CCXCP PJ NO LEAD BRASS	EA	60.10	12,020.00
330	20	101-2-CRP	B2996N 2 CCXMIPT BALL CORP NO LEAD	EA	258.99	5,179.80
340	1		B020003 1-1/2" BALL CORP VALVE CCXMIP INCREASING THREAD	EA	156.07	156.07
350	10		B020003 2" BALL CORP VALVE CCXMIP INCREASING THREAD	EA	287.90	2,879.00
360	1	101-3-4-COP-MALE	H15425N 3/4 ADPT CFXMIP NL NO LEAD	EA	17.32	17.32
370	2	101-3-4 ANG STP	H14265N 5/8X3/4X3/4 AMV FIPXMN ANGLE MTR VLV W/LW & CHK NO LEAD	EA	35.82	71.64
380	50	187-3-4X7	B24118-R2A-7N 5/8X3/4X7 YOKE NO LEAD	EA	193.08	9,654.00
390	10		236B24118R2A-N 5/8X3/4X9 METER RELO LLB 9IN RISER	EA	196.55	1,965.50
400	10		237B24118R2A-N 5/8X3/4X12 METE	EA	202.33	2,023.30
410	5		239B24118R2A-N 5/8X3/4X15 MET RELO LLB 15IN RISER	EA	205.92	1,029.60
420	20	187-3-4X4-OFFSET	B2446-R2AN 5/8X3/4 OFFSET RELO W/LOCK WING ANGLE METER VLV N	EA	208.21	4,164.20
430	10	187-1X10	B24118N 1X10 MTR RESETTER W/BV NO LEAD	EA	356.12	3,561.20
440	70	101-1-CMP-UNION	P15403N 1 CPLG PJCTSXPJCTS NO LEAD	EA	32.35	2,264.50
450	1	101-3-4-IPS	E15429N 3/4 STRT CPLG IPS PE PKJT X MIP NO LEAD	EA	26.02	26.02
460	1	101-11-4X1 UNION	C34-45NL 1X1-1/4" MTR X PJCTS COUPLING NO LEAD	EA	67.04	67.04
470	25	101-11-2-CRP	B2996N 1-1/2 CCXMIPT BALL CORP (NO LEAD)	EA	196.55	4,913.75
480	1	101-1-COP-MALE	H15425N 1 ADPT CFXMIP NO LEAD	EA	31.19	31.19
490	1	101-3-4 SW CB STP	P24350RN 3/4 STRT BMV PJCTS X MSN W/LOCK WING & CHK REDUCED PORT NO LEAD	EA	72.82	72.82
					SUBTOTAL	298,639.92
500			LOT #4 - STEEL COUPLINGS			
510	10	131-11-4	201-016601 1-1/4X5 STL CPLG 1.66 OD	EA	23.38	233.80
520	120	131-11-2	201-019001 1-1/2X5 STL CPLG 1.90 OD	EA	28.70	3,444.00
530	75	131-2	201-023801 2X5 STEEL COUPLING 2.38 OD	EA	41.46	3,109.50
540	1	131-3-4	201-010501 3/4X5 STL CPLG 1.05 OD	EA	21.25	21.25
550	1	131-21-2	201-028801 2-1/2X5 STL CPLG 3 BOLT 2.88 OD	EA	48.93	48.93
					SUBTOTAL	6,857.48
560			LOT #5 - BOLT & GASKET KITS			
570	2		3 MJ REGULAR ACC SET L/GLAND	EA	12.74	25.48
580	10		4 MJ REGULAR ACC SET L/GLAND	EA	18.06	180.60
590	50		6 MJ REGULAR ACC SET L/GLAND	EA	21.25	1,062.50
600	24		8 MJ REGULAR ACC SET L/GLAND	EA	26.57	637.68
610	10		10 MJ REGULAR ACC SET L/GLAND	EA	35.08	350.80
620	30		12 MJ REGULAR ACC SET L/GLAND	EA	37.21	1,116.30
630	10		16 MJ REGULAR ACC SET L/GLAND	EA	60.61	606.10
640	4		18 MJ REGULAR ACC SET L/GLAND	EA	68.06	272.24
650	2		24 MJ REGULAR ACC SET L/GLAND	EA	92.53	185.06
					SUBTOTAL	4,436.76
660			LOT #8 - MEGALUGS SIP			
670	10		3 SIP EZGRIP DIP REST L/ACC IMPORT	EA	23.22	232.20
680	40		6 SIP EZGRIP DIP REST L/ACC IMPORT	EA	29.12	1,164.80
690	20		8 SIP EZGRIP DIP REST L/ACC IMPORT	EA	43.59	871.80
700	10		12 SIP EZGRIP DIP REST L/ACC IMPORT	EA	94.66	946.60
710	10		16 SIP EZGRIP DIP REST L/ACC IMPORT	EA	178.70	1,787.00
720	4		18 SIP EZGRIP DIP REST L/ACC IMPORT	EA	252.10	1,008.40
730	4		20 SIP EZGRIP DIP REST L/ACC IMPORT	EA	311.68	1,246.72
740	30		6" SIP EZGRIP PVC REST L/ACC C900, C905 & IPS PIPE PVCP06I	EA	36.15	1,084.50
750	20		8" SIP EZGRIP PVC REST L/ACC C900, C905 & IPS PIPE PVCP08I	EA	53.17	1,063.40



Bid Proposal for City of Columbia - Annual 2023-2024 - WATER

Bid #: 2984288

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
					SUBTOTAL	9,405.42
760			LOT #9 - SERVICE CLAMPS CC			
770	20	140-6-1-6.84-7.60	402-0745-09CC 6X1CC DI SDL DBL EG STRAP 6.84-7.60 OD	EA	29.76	595.20
780	1		402-0745-15CC 6X2CC DI SDL DBL EG STRAP 6.84-7.60 OD	EA	36.68	36.68
790	50	140-8X1-863-905	402-0905-09CC 8X1CC SAD JCM DBL STRAP 8.63-9.05 OD	EA	32.42	1,621.00
800	1		402-0963-13CC 8X1-1/2CC SAD JCM DBL STRAP 8.99-9.79 OD	EA	40.40	40.40
810	10	140-10X1-1075-111	402-1110-09CC 10X1CC SAD JCM DBL STRAP 10.75-11.10 OD	EA	43.59	435.90
820	10	140-10X2-1075-111	402-1110-15CC 10X2CC DI SDL DBL EG STRAP 10.75-11.10 OD	EA	53.17	531.70
830	30	140-12X1-1310-143	402-1426-09CC 12X1CC SAD JCM DBL STRAP 13.10-14.38 OD	EA	51.04	1,531.20
840	5	140-12X2-1275-135	402-1426-15CC 12X2CC DI SDL DBL EG STRAP 13.10-14.38 OD	EA	64.87	324.35
850	10	140-16X1-1730-188	402-1888-09CC 16X1CC DI SDL DBL EG STRAP 17.30-18.88 OD	EA	79.76	797.60
860	2		402-1888-15CC 16-18X2CC DI SAD DBL EG STRAP 17.30-18.88 OD	EA	98.91	197.82
870	1		402-2580-09CC 24X1CC SAD JCM DBL STRAP 25.80 OD	EA	105.29	105.29
880	6		402-2580-13CC 24X1-1/2CC SAD DBL STRAP 25.80 OD	EA	122.32	733.92
890	4		402-2580-15CC 24X2CC SAD JCM DBL STRAP 25.50-26.50 OD	EA	122.32	489.28
					SUBTOTAL	7,440.34
900			LOT #10 - SERVICE CLAMPS			
910	0		30X1CC SVC CLAMP F/LOC JOINT OD 33.88 - 35.75	EA	361.68	0.00
			362003507000 SMITH BLAIR			
920	0		30X2CC SVC CLAMP F/LOC JOINT OD 33.88 - 35.75	EA	367.00	0.00
					SUBTOTAL	0.00
930			LOT #11 - SERVICE CLAMPS			
940	10		DR2S0235CC100 D/S SAD 2X1CC 2.35-2.50 DOUBLE STRAP, STAINLESS STEEL, NYLON COATED	EA	61.25	612.50
950	20		DR2S0447CC100 D/S SAD 4X1CC 4.47-5.32 DOUBLE STRAP, STAINLESS STEEL, NYLON COATED	EA	58.94	1,178.80
960	40		DR2S0659CC100 D/S SAD 6X1CC 6.59-7.37 DOUBLE STRAP, STAINLESS STEEL, NYLON COATED	EA	68.20	2,728.00
970	10		DR2S0659CC150 D/S SAD 6X1-1/2 CC 6.59-7.37 DOUBLE STRAP STAINLESS STEEL, NYLON COATED	EA	73.98	739.80
980	30		DR2S0659CC200 D/S SAD 6X2CC 6.59-7.37 DOUBLE STRAP STAINLESS STEEL, NYLON COATED	EA	80.45	2,413.50
990	30		DR2S0854CC100 D/S SAD 8X1CC 8.54-9.79 DOUBLE STRAP, STAINLESS STEEL, NYLON COATED	EA	79.76	2,392.80
1000	10		DR2S0854CC150 DS SAD 8X1-1/2CC 8.54-9.79 DOUBLE STRAP STAINLESS STEEL, NYLON COATED	EA	86.70	867.00
1010	10		DR2S0854CC200 D/S SAD 8X2CC 8.54-9.79 DOUBLE STRAP, STAINLESS STEEL, NYLON COATED	EA	91.89	918.90
1020	10		DR2S1064CC100 D/S SAD 10X1CC 10.64-12.12 DOUBLE STRAP, STAINLESS STEEL, NYLON COATED	EA	94.79	947.90
					SUBTOTAL	12,799.20
1030			LOT #12 - PATCH CLAMPS			
1040	10		404-1350X09CC 12X1CC DSS SADDL	EA	85.08	850.80
1050	6		404-1350X1CC 12X1-1/2 CC DSS SADDLE	EA	85.08	510.48
1060	2		404-1888X09CC 16X1CC DSS SADDL	EA	115.93	231.86
1070	2		404-1888X13CC 16X1-1/2CC DSS	EA	109.04	218.08
1080	2		404-1888X15CC 16X2CC DSS SADDL	EA	109.04	218.08
					SUBTOTAL	2,029.30
1090			LOT #13 - REPAIR CLAMPS			
1100	30	143-2X7-1-2-238	229-023807-000 2X7-1/2 REP CLP COLLAR LEAK 2.38 OD	EA	79.76	2,392.80
1110	10		229-028807-000 2-1/2X7-1/2 REP CLP COLLAR LFAK 2.88 OD	EA	80.83	808.30



Bid Proposal for City of Columbia - Annual 2023-2024 - WATER

Bid #: 2984288

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
1120	30	143-3X7-1-2-350	229-035007-000 3X7-1/2 REP CLP COLLAR LEAK 3.50 OD	EA	85.08	2,552.40
					SUBTOTAL	5,753.50
1130			LOT #14 - REPAIR CLAMPS			
1140	40		226-023807-000 2X7-1/2 REP CLP 2.35-2.63 OD	EA	73.38	2,935.20
1150	10		226-023812-000 2X12-1/2 REP CLP 2.35-2.63 OD	EA	120.19	1,201.90
1160	10		226-023815-000 2X15 REP CLP 2.35-2.63 OD	EA	144.66	1,446.60
1170	10		226-027507-000 2-1/2X7-1/2 REP CLP 2.70-3.00 OD	EA	73.38	733.80
1180	30		226-035007-000 3X7-1/2 REP CLP 3.46-3.70 OD	EA	75.51	2,265.30
1190	10		226-037512-000 3X12-1/2 REP CLP 3.73-4.00 OD	EA	123.38	1,233.80
1200	10		226-048007-000 4X7-1/2 REP CLP 4.74-5.14 OD	EA	87.21	872.10
1210	10		226-048012-000 4X12-1/2 REP CLP 4.74-5.14 OD	EA	141.46	1,414.60
1220	5		226-048015-000 4X15 REP CLP 4.74-5.14 OD	EA	172.32	861.60
1230	10		226-066307-000 6X7-1/2 REP CLP 6.56-6.96 OD	EA	95.72	957.20
1240	40		226-069007-000 6X7-1/2 REP CLP 6.84-7.24 OD	EA	98.91	3,956.40
1250	20		226-071007-000 6X7-1/2 REP CLP 7.05-7.45 OD	EA	97.85	1,957.00
1260	20		226-074507-000 6X7-1/2 REP CLP 7.45-7.85 OD	EA	102.10	2,042.00
1270	5		226-066312-000 6X12-1/2 REP CLP 6.56-6.96 OD	EA	158.49	792.45
1280	10		226-069012-000 6X12-1/2 CLAMP 6.84-7.24 OD	EA	159.55	1,595.50
1290	10		226-071012-000 6X12-1/2 REP CLP 7.05-7.45 OD	EA	159.55	1,595.50
1300	10		226-074512-000 6X12-1/2 REP CLP 7.45-7.85 OD	EA	170.19	1,701.90
1310	5		226-069015-000 6X15 REP CLP 6.84-7.24 OD	EA	187.21	936.05
1320	10		226-071015-000 6X15 REP CLP 7.05-7.45 OD	EA	190.40	1,904.00
1330	20		226-086307-000 8X7-1/2 REP CLP 8.54-8.94 OD	EA	106.36	2,127.20
1340	20		226-090507-000 8X7-1/2 REP CLP 8.99-9.39 OD	EA	108.49	2,169.80
1350	5		226-094007-000 8X7-1/2 REP CLP 9.27-9.67 OD	EA	118.06	590.30
1360	5		226-086312-000 8X12-1/2 REP CLP 8.54-8.94 OD	EA	174.44	872.20
1370	5		226-090512-000 8X12-1/2 REP CLP 8.99-9.39 OD	EA	176.57	882.85
1380	5		226-094012-000 8X12-1/2 REP CLP 9.27-9.67 OD	EA	202.10	1,010.50
1390	1		226-094030-000 8X30 REP CLP 9.27-9.67 OD	EA	454.23	454.23
					SUBTOTAL	38,509.98
1400			LOT #15 - METER BOXES			
1410	3000	183-PLSTC	DFW 1200.12.BODY 12"X17"X12" RECTANGLE BLACK BODY	EA	10.99	32,970.00
1420	8000	183-AMI-PLS-LID-S	12X17 REC STD BLK W/TOUCH READ PLAST LID ONLY DFW1200.1T.LID	EA	8.22	65,760.00
1430	1		12X17 REC STD BLK W/TOUCH READ (2) HOLE LID DFW1200.2T.LID	EA	8.91	8.91
1440	1	183-AMI-TRF-LID-S	DFW36C-1T-LID ONLY	EA	28.70	28.70
1450	1		DFW36C-2T-LID ONLY	EA	42.53	42.53
1460	1		12X17 REC STD BLK W/TOUCH READ	EA	40.40	40.40
1470	10	183-AMI-TRF-LID-L	DFW65C-1T-LID T/R LID	EA	75.51	755.10
1480	10		DFW65C.14.1T_SMALL	EA	197.85	1,978.50
1490	20	183-AMI-PLS-LID-L	DFW1500.1T.LID LID	EA	13.43	268.60
1500	20	183-AMI-PLS-BX-LG	DFW1600.12.1T PLASTIC MTR BOX W/ LID MK: WATER METER TR HOLE CENTERED BLACK USA	EA	36.41	728.20
					SUBTOTAL	102,580.94
1510			LOT #17 - FIRE HYDRANTS			
1520	6	210-2	A423 2'0"B 6" MJ COLUMBIA SC 5-1/4VO OR 423-526451	EA	2,584.40	15,506.40
1530	10	210-3	A423 3'0"B 6" MJ COLUMBIA SC 5-1/4VO OR 423-522144	EA	2,717.36	27,173.60
1540	20	210-4	A423 O/R 4'0" 6" MJ COLUMBIA SC 5-1/4 HYD	EA	2,844.58	56,891.60
					SUBTOTAL	99,571.60
1550			LOT #18 - BRASS FITTINGS			
1560			PLUGS			
1570	1	112-2	2 BRASS SQ HD CORED PLUG NL(I) NO LEAD	EA	11.68	11.68



Bid Proposal for City of Columbia - Annual 2023-2024 - WATER

Bid #: 2984288

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
1580	1	112-1	1 BRASS SQ HEAD CORED PLUG (I) NO LEAD	EA	4.23	4.23
1590	1		1/2 BRASS COUPLING NO LEAD (I)	EA	3.17	3.17
1600	100	113-3-4	3/4 BRASS COUPLING NO LEAD (I)	EA	3.37	337.00
1610	20		1 BRASS COUPLING NO LEAD (I)	EA	5.13	102.60
1620	1		1-1/4 BRASS COUPLING NL (I) NO LEAD	EA	10.61	10.61
1630	1		1-1/2 BRASS CPLG NO LEAD (I)	EA	10.91	10.91
1640	10	113-2	2 BRASS COUPLING NO LEAD (I)	EA	17.99	179.90
1650	5		2-1/2 BRASS COUPLING NL (I) NO LEAD	EA	29.76	148.80
1660	10		3 BRASS COUPLING NO LEAD (I)	EA	41.32	413.20
1670			NIPPLES			
1680	250	114-3-4-CL	3/4XCL BRASS NIPPLE NO LEAD(I)	EA	1.88	470.00
1690	100	114-1-CL	1XCL BRASS NIPPLE NO LEAD (I)	EA	2.79	279.00
1700	1	114-11-4-CL	1-1/4XCL BRASS NIPPLE NL (I) NO LEAD	EA	4.22	4.22
1710	100	114-11-2-CL	1-1/2XCL BRASS NIPPLE NL (I) NO LEAD	EA	5.50	550.00
1720	150	114-2-CL	2XCL BRASS NIPPLE NO LEAD (I)	EA	8.38	1,257.00
1730	10		3XCL BRASS NIPPLE NO LEAD (I)	EA	30.12	301.20
1740	250	114-3-4X2	3/4X2 BRASS NIPPLE NO LEAD (I)	EA	2.38	595.00
1750	250	114-3-4X3	3/4X3 BRASS NIPPLE NO LEAD (I)	EA	3.17	792.50
1760	150	114-3-4X4	3/4X4 BRASS NIPPLE NO LEAD (I)	EA	4.18	627.00
1770	50	114-3-4X5	3/4X5 BRASS NIPPLE NO LEAD (I)	EA	5.02	251.00
1780	150	114-3-4X6	3/4X6 BRASS NIPPLE NO LEAD (I)	EA	6.10	915.00
1790	100	114-3-4X12	3/4X12 BRASS NIPPLE NO LEAD(I)	EA	11.71	1,171.00
1800	150		1X2 BRASS NIPPLE NO LEAD (I)	EA	3.45	517.50
1810	50	114-1X3	1X3 BRASS NIPPLE NO LEAD (I)	EA	4.63	231.50
1820	100	114-1X4	1X4 BRASS NIPPLE NO LEAD (I)	EA	6.04	604.00
1830	100	114-1X5	1X5 BRASS NIPPLE NO LEAD (I)	EA	7.46	746.00
1840	100	114-1X6	1X6 BRASS NIPPLE NO LEAD(I)	EA	8.91	891.00
1850	50	114-1X12	1X12 BRASS NIPPLE NO LEAD (I)	EA	17.57	878.50
1860	10	114-11-4X2	1-1/4X2 BRASS NIPPLE NL (I) NO LEAD	EA	4.83	48.30
1870	10	114-11-4X3	1-1/4X3 BRASS NIPPLE NL (I) NO LEAD	EA	6.46	64.60
1880	10		1-1/4X4 BRASS NIPPLE NL (I) NO LEAD	EA	8.52	85.20
1890	10	114-11-4X5	1-1/4X5 BRASS NIPPLE NL (I) NO LEAD	EA	10.41	104.10
1900	10		1-1/4X6 BRASS NIPPLE NL (I) NO LEAD	EA	12.44	124.40
1910	10		1-1/4X12 BRASS NIPPLE NL (I) NO LEAD	EA	24.60	246.00
1920	25	114-11-2X2	1-1/2X2 BRASS NIPPLE NL (I) NO LEAD	EA	5.91	147.75
1930	25	114-11-2X3	1-1/2X3 BRASS NIPPLE NL (I) NO LEAD	EA	8.15	203.75
1940	25	114-11-2X4	1-1/2X4 BRASS NIPPLE NL (I) NO LEAD	EA	10.61	265.25
1950	25	114-11-2X5	1-1/2X5 BRASS NIPPLE NL (I) NO LEAD	EA	13.21	330.25
1960	100	114-11-2X6	1-1/2X6 BRASS NIPPLE NL (I) NO LEAD	EA	15.70	1,570.00
1970	100		1-1/2X12 BRASS NIPPLE NL (I) NO LEAD	EA	30.83	3,083.00
1980	5		1-1/2X36 BRASS NIPPLE NL (I) NO LEAD	EA	109.49	547.45
1990	100	114-2X3	2X3 BRASS NIPPLE NO LEAD (I)	EA	10.45	1,045.00
2000	100	114-2X4	2X4 BRASS NIPPLE NO LEAD (I)	EA	13.67	1,367.00
2010	100	114-2X5	2X5 BRASS NIPPLE NO LEAD (I)	EA	16.91	1,691.00
2020	100	114-2X6	2X6 BRASS NIPPLE NO LEAD (I)	EA	20.19	2,019.00
2030	125	114-2X12	2X12 BRASS NIPPLE NO LEAD (I)	EA	39.82	4,977.50
2040	5		2X36 BRASS NIPPLE NO LEAD (I)	EA	141.34	706.70
2050	10		2-1/2X6 BRASS NIPPLE NL (I) NO LEAD	EA	40.60	406.00
2060	10		2-1/2X12 BRASS NIPPLE NL (I) NO LEAD	EA	77.04	770.40
2070	5		3XCL BRASS NIPPLE NO LEAD (I)	EA	30.12	150.60
2080	5		3X3 BRASS NIPPLE NO LEAD (I)	EA	31.30	156.50

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Bid Proposal for City of Columbia - Annual 2023-2024 - WATER

Bid #: 2984288

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
2090	5		3X4 BRASS NIPPLE NO LEAD (I)	EA	39.90	199.50
2100	5		3X6 BRASS NIPPLE NO LEAD (I)	EA	57.00	285.00
2110	5		3X12 BRASS NIPPLE NO LEAD (I)	EA	110.27	551.35
2120			BENDS			
2130	10	116-3-4-45	3/4 BRASS 45 NO LEAD (I)	EA	4.18	41.80
2140	25	116-3-4X90	3/4 BRASS 90 NO LEAD (I)	EA	4.18	104.50
2150	25	116-1-45	1 BRASS 45 NO LEAD (I)	EA	7.05	176.25
2160	100		1 BRASS 90 NO LEAD (I)	EA	6.44	644.00
2170	50	116-11-2-90	1-1/2 BRASS 90 NO LEAD (I)	EA	12.82	641.00
2180	150	116-2-90	2 BRASS 90 NO LEAD (I)	EA	20.88	3,132.00
2190	10		3 BRASS 45 NO LEAD (I)	EA	72.32	723.20
2200	10		3 BRASS 90 NO LEAD (I)	EA	62.00	620.00
2210	100	117-3-4	3/4 BRASS TEE NO LEAD (I) NO LEAD	EA	5.13	513.00
2220	100		1 BRASS TEE NO LEAD (I)	EA	9.12	912.00
2230	50		1X3/4 BRASS TEE NO LEAD (I)	EA	11.24	562.00
2240	50		1-1/2 BRASS TEE NO LEAD (I)	EA	17.62	881.00
2250	5		1-1/2X3/4 BRASS TEE NL (I) NO LEAD	EA	21.84	109.20
2260	50	117-2	2 BRASS TEE NO LEAD (I)	EA	28.90	1,445.00
2270	50		2X1 BRASS TEE NO LEAD (I)	EA	35.70	1,785.00
2280	5	117-2X3-4	2X3/4 BRASS TEE NO LEAD (I)	EA	35.70	178.50
2290	5		2X1/2 BRASS TEE NO LEAD (I)	EA	35.67	178.35
2300	4000	118-1X3-4	1X3/4 BRASS BUSHING NL (I) NO LEAD	EA	3.36	13,440.00
2310	40	118-11-4X1	1-1/4X1 BRASS BUSHING NL (I) NO LEAD	EA	5.76	230.40
2320	50	118-11-2X3-4	1-1/2X3/4 BRASS BUSHING NL (I) NO LEAD	EA	9.01	450.50
2330	25	118-11-2X1	1-1/2X1 BRASS BUSHING NL (I) NO LEAD	EA	7.37	184.25
2340	50		1-1/2X1-1/4 BRS BUSHING NL (I) NO LEAD	EA	7.37	368.50
2350	50		2X3/4 BRASS BUSHING NL (I) NO LEAD	EA	13.16	658.00
2360	50	118-2X1	2X1 BRASS BUSHING NO LEAD (I)	EA	13.16	658.00
2370	50	118-2X11-2	2X1-1/2 BRASS BUSHING NL (I) NO LEAD	EA	10.88	544.00
2380	10	118-3-4X1-4	3/4X1/4 BRASS BUSHING NL (I) NO LEAD	EA	2.69	26.90
2390	100	119-1X3-4	1X3/4 BRASS REDUCER NL (I) NO LEAD	EA	6.75	675.00
2400	10		1-1/2X1 BRASS REDUCER NL (I) NO LEAD	EA	13.80	138.00
2410	10	119-2X1	2X1 BRASS REDUCER NO LEAD (I)	EA	23.11	231.10
2420	25	119-2X11-2	2X1-1/2 BRASS REDUCER NL (I) NO LEAD	EA	20.51	512.75
2430	10		2-1/2X2 BRASS REDUCER NL (I) NO LEAD	EA	36.15	361.50
SUBTOTAL						64,574.82
2440			LOT #19 - DIP & CASING			
2450	20		4 TJ PR350 DI PIPE	FT	37.21	744.20
2460	20	163-6	6 TJ CL50 PR350 DI PIPE	FT	28.70	574.00
2470	20	163-8	8 TJ PR350 DI PIPE	FT	37.21	744.20
2480	20	163-10	10 TJ PR350 DI PIPE	FT	48.91	978.20
SUBTOTAL						3,040.60
2490			LOT #20 - DI FITTINGS, MJ SIP			
2500	8	260-4X12	4 MJ L/P SLV C153 IMP	EA	57.42	459.36
2510	60	260-6X12	6 MJ L/P SLV C153 IMP	EA	95.72	5,743.20
2520	20	260-8X12	8 MJ L/P SLV C153 IMP	EA	153.17	3,063.40
2530	10	260-10X12	10 MJ L/P SLV C153 IMP	EA	182.95	1,829.50
2540	10	260-12X12	12 MJ L/P SLV C153 IMP	EA	246.78	2,467.80
2550	2		16 MJ L/P SLV C153 IMP	EA	472.32	944.64
2560	2	270-8X90	8 MJ 90 C153 IMP	EA	152.10	304.20
2570	6	270-6X45	6 MJ 45 C153 IMP	EA	85.08	510.48

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Bid Proposal for City of Columbia - Annual 2023-2024 - WATER

Bid #: 2984288

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
					SUBTOTAL	15,322.58
2580			LOT #21 - DUAL CHECK VALVES			
2590	3000	WA-413-3-4	1X3/4 WI UFMXUF 700XL DUAL CK. 1UFMX34UF-700XL	EA	34.71	104,130.00
2600	125	WA-413-1	1-1/4X1" UFMXUF 700XL DUAL CHK VALVE NO LEAD	EA	46.78	5,847.50
2610	25	WA-413-2	2 WILKINS 350XL DOUBLE CHECK VALVE-LEAD FREE 2-350XL WITH BALL VALVES	EA	529.76	13,244.00
					SUBTOTAL	123,221.50
2620			LOT 25- METER SPUDS			
2630	3500		3/4 METER CPLG (EACH) NO LEAD	EA	7.48	26,180.00
2640	200		1 METER CPLG (EACH) NO LEAD	EA	9.76	1,952.00
2660	50		1-1/2 REGULAR METER CPLG (EA)	EA	20.83	1,041.50
2670	50		2X1-1/2 BRASS METER BUSHING NL	EA	14.27	713.50
2690	50		2 REGULAR METER CPLG (EA) NL NO LEAD	EA	30.93	1,546.50
2700	50		2-1/2X2 BRASS METER BUSHING NL	EA	26.09	1,304.50
					SUBTOTAL	32,738.00
2710			LOT 26 - GATE VALVES			
2720	10		6 A2361-23 MJ RW GV OL L/ACC	EA	968.06	9,680.60
					SUBTOTAL	9,680.60
2730			LOT 27- SB 244'S FULL CIRCLE RPR CLAMPS			
2740	100	142-1-2X3FC	244-008403-000 1/2X3 REP CLP FULL CIRCLE .84 OD	EA	22.00	2,200.00
2750	50	142-1-2X6FC	244-008406-000 1/2X6 REP CLP FULL CIRCLE .84 OD	EA	46.84	2,342.00
2760	100	142-3-4X3FC	244-010503-000 3/4X3 REP CLP FULL CIRCLE 1.05 OD	EA	22.26	2,226.00
2770	50	142-3-4X6FC	244-010506-000 3/4X6 REP CLP FULL CIRCLE 1.05 OD	EA	47.10	2,355.00
2780	100	142-1X3FC	244-013203-000 1X3 REP CLP FULL CIRCLE 1.32 OD	EA	23.54	2,354.00
2790	50	142-1X6FC	244-013206-000 1X6 REP CLP FULL CIRCLE 1.32 OD	EA	47.95	2,397.50
2800	30		244-016603-000 1-1/4X3 REP CLP FULL CIRCLE 1.66 OD	EA	25.23	756.90
2810	25		244-016606-000 1-1/4X6 REP CLP FULL CIRCLE 1.66 OD	EA	48.54	1,213.50
2820	50		244-019003-000 1-1/2X3 REP CLP FULL CIRCLE 1.90 OD	EA	25.07	1,253.50
2830	50	142-11-2X6FC	244-019006-000 1-1/2X6 REP CLP FULL CIRCLE 1.90 OD	EA	49.44	2,472.00
2840	100	142-2X3FC	244-023803-000 2X3 REP CLP FULL CIRCLE 2.38 OD	EA	27.37	2,737.00
2850	50	142-2X6FC	244-023806-000 2X6 REP CLP FULL CIRCLE 2.38 OD	EA	50.72	2,536.00
					SUBTOTAL	24,843.40
2860			LOT 28 - SB 245'S REDI-CLAMPS			
2870	75	142-1-2X6	245-008406-000 1/2X6 REP CLP .84 OD	EA	11.73	879.75
2880	200	142-3-4X3	245-010503-000 3/4X3 REP CLP 1.05 OD	EA	6.48	1,296.00
2890	100	142-3-4X6	245-010506-000 3/4X6 REP CLP 1.05 OD	EA	12.08	1,208.00
2900	225	142-1X3	245-013203-000 1X3 REP CLP 1.32 OD	EA	7.07	1,590.75
2910	100	142-1X6	245-013206-000 1X6 REP CLP 1.32 OD	EA	12.87	1,287.00
2920	40		245-016603-000 1-1/4X3 REP CLP 1.66 OD	EA	7.27	290.80
2930	10		245-016606-000 1-1/4X6 REP CLP 1.66 OD	EA	13.55	135.50
2940	50	142-11-2X3	245-019003-000 1-1/2X3 REP CLP 1.90 OD	EA	7.79	389.50
2950	50	142-11-2X6	245-019006-000 1-1/2X6 REP CLP 1.90 OD	EA	14.72	736.00
2960	125	142-2X3	245-023803-000 2X3 REP CLP 2.38 OD	EA	10.17	1,271.25
2970	150	142-2X6	245-023806-000 2X6 REP CLP 2.38 OD	EA	19.60	2,940.00
					SUBTOTAL	12,024.55
2980			LOT 29 - HYMAX COUPLINGS			
2990	10		860-54-0041-16 1-1/2 HYMAX 2 FLIP CPLG 1.61-1.97 LR 1.93-2.13 HR OD	EA	122.32	1,223.20
3000	15		860-54-0054-16 2 HYMAX 2 FLIP CPLG 2.10-2.60 LR 2.56-3.03 HR OD	EA	128.70	1,930.50

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Actual taxes may vary

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Bid Proposal for City of Columbia - Annual 2023-2024 - WATER

Bid #: 2984288

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
3010	10		860-54-0088-16 3 HYMAX 2 FLIP CPLG 3.46-3.90 LR 3.86-4.33 HR	EA	170.19	1,701.90
			OD			
3020	20		860-54-0108-16 4 HYMAX 2 FLIP CPLG 4.25-5.00 LR 4.92-5.63 HR	EA	218.06	4,361.20
			OD			
3030	20	132-6 6.42-7.68	860-54-0163-16 6 HYMAX 2 FLIP CPLG 6.42-7.05 LR 7.01-7.68 HR	EA	289.34	5,786.80
			OD			
3040	10		860-54-0217-16 8 HYMAX 2 FLIP CPLG 8.54-9.17 LR 9.13-9.84 HR	EA	326.57	3,265.70
			OD			
SUBTOTAL						18,269.30
3050			LOT 30 - VALVE BOXES			
3060	75	159-1	1 VALVE BOX RISER IMP	EA	7.53	564.75
3070	50	159-11-2	1-1/2 VALVE BOX RISER IMP	EA	10.61	530.50
3080	100	159-2	2 VALVE BOX RISER IMP	EA	11.68	1,168.00
3090	50		6 VALVE BOX RISER IMP	EA	29.76	1,488.00
3100	50		461-S VALVE BOX COMPLETE	EA	55.29	2,764.50
3110	25		461-S VALVE BOX SCREW TOP SECT L.LID	EA	20.19	504.75
3120	100		5-1/4 VLV BOX LID M/WATER	EA	15.93	1,593.00
SUBTOTAL						8,613.50
SUBTOTAL						909,262.29
Sub Total						909,262.29
Tax						72,740.99
Total						982,003.28

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



We Are Columbia

Procurement & Contracts Department
1800 Main Street, Columbia, SC 29201 · Phone 803-545-3470 · Fax 803-733-8408

September 15, 2022

Re: Notice to Proceed for BID039-21-22-KSB Water Distribution & Maintenance Annual Repair Materials

Core & Main, LP
914 Chris Drive
West Columbia, SC 29169

Mr. Tanner,

The City Manager approved the subject Contract with your firm on September 13, 2022. I have enclosed a fully executed duplicate for your file.

This is your written authorization to proceed effective September 15, 2022 with the work described in the Contract. The City's Project Manager, Carol Sforza, will be managing this project and will be working with you through contract closeout.

Please forward all invoices for your services to AccountsPayable@columbiasc.gov with a complete description of services rendered and include the **Purchase Order P195824**. We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment.

We look forward to working with you on this project. If you have any questions, please let me know at Anita.Higgins@columbiasc.gov.

Regards,

Anita Higgins

Anita Higgins
Procurement Manager

Enclosure

Cc: Ms. Sandra A. Wright, CPPB, Director of Procurement & Contracts
Mr. Clint Shealy, Assistant City Manager
Ms. Carol Sforza, Warehouse Inventory Manager

City of Columbia and Core & Main, LP
Water Distribution & Maintenance Annual Repair Materials



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under procurement method BID039-21-22-KSB.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Core & Main LLC with legal address and principal place of business at 914 Chris Drive, West Columbia, SC 29169 (hereinafter referred to as the “Vendor”), for the purchase of Water Distribution & Maintenance Annual Repair Materials.

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

1. **SUPPLEMENTAL OR ADDITIONAL GOODS AND/OR SERVICES** – The City may require supplemental or additional goods and/or services from the Vendor or recommended by the Vendor and approved by the City in writing.

The Vendor must obtain written approval from the City for any supplemental or additional goods and/or services prior to delivery. If the Vendor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Vendor for the goods and/or services received.

2. **TERM OF CONTRACT** – The initial contract term is (3) months, with the option to renew for (9) additional three-month periods. It will be capped using the most recent report by the Consumer Price Index for all Urban Consumers (CPI-U) on a seasonally adjusted basis as reported by the U.S. Bureau of Labor Statistics. All prices will remain in effect throughout the term of any potentially awarded contract. The City of Columbia’s Procurement and Contracts Department and the Warehouse Inventory Manager must be notified in writing for any price increases. The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **CONTRACT TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be

City of Columbia and Core & Main, LP
Water Distribution & Maintenance Annual Repair Materials

canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

4. **SCHEDULE FOR DELIVERY OF GOODS AND/OR SERVICES** – The Vendor shall deliver any and all goods and/or services purchased in this Contract under the direction of Utilities Wastewater Maintenance.

5. **COMPENSATION**

- A. The compensation to be paid by the City to the Vendor under this Agreement, for Lot(s) 1, 2, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, and 30 of Water Distribution & Maintenance Annual Repair Materials, shall not exceed One Million, One Hundred Twenty-Four Thousand, Three Hundred Eighty-Seven Thousand, Dollars and Sixty-Eight Cents. (\$1,124,387.68).

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

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

- C. ☒ **Annual Cost Adjustment** If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

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- D. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID039-21-22-KSB.

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

7. MISCELLANEOUS

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

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

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

**City of Columbia and Core & Main, LP
Water Distribution & Maintenance Annual Repair Materials**

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 Vendor 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 Vendor 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 Vendor.

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

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

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

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

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2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

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

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Vendor under this Agreement are matters of public record, but that the Vendor agrees that they shall only be made available to any individual or

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organization by the City and the Vendor shall not make them available to any individual or organization without the prior written approval of the City.

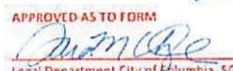
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA


Witness


Teresa Wilson, City Manager

Date: 9/13/2022

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/18/2022

LP
CORE & MAIN, LLC



Michael Manning, Regional Director
Print

DocuSigned by:

7C28815D28224B5...
Signature

Date: August 11, 2022

City of Columbia and Core & Main, LP
Water Distribution & Maintenance Annual Repair Materials

List of Exhibits

Exhibit A – Scope of Goods and/or Services

Exhibit B – Cost Sheet

Exhibit C- Business Information Statement for Contractors

Exhibit D – Signed Conflict of Interest Statement

EXHIBIT A**Scope of Goods and/or Services**

The Contractor will supply various brass goods, repair clamps, service saddles, pipe, pipe fittings, hydrants, meter boxes, and meter lids for the City of Columbia's Water Distribution & Maintenance Annual Repair Materials.

The Contractor will:

- a. Provide item(s) specified that are new and of the current manufacturer in Lot(s) 1, 2, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, and 30.
- b. Pick up all item(s) found defective or not meeting specifications and replace items within fourteen (14) business days after notification at no expense to the City of Columbia.
- c. Supply a standard warranty for all awarded item(s) in lot(s). The warranty period shall commence upon acceptance of the materials. Copies of the warranties provided with delivery of the materials.
- d. Contact the current Warehouse & Inventory Manager to inquire what quantities from each lot he/she would like to order after receiving the purchase order. The vendor will deliver any orders the Warehouse & Inventory Manager places within ~~ninety days~~ thirty days after vendor's receipt of materials from the manufacturer. ds
MM
August 11, 2022
- e. Be responsible for managing and adhering to all contract terms in their entirety to include ensuring that all approvals and policies is upheld when using their services. The vendor will confirm receipt of the order via email when orders received from the Warehouse & Inventory Manager.
- f. Be authorized to deliver only those items covered by the contract. If a review of orders placed by the City reveals any item(s) other than the item(s) covered in the contract have been delivered, the Purchasing Agent will take steps as necessary to have the item(s) returned to the Contractor at no cost to the City regardless of the time elapsed between the date of delivery and discovery of the violation. Full credit of payment demanded by the City in the event of unapproved substitutions. Compliance with this requirement is the joint responsibility of the City and the Contractor. Violation of this clause may result in further sanctions.
- g. Send all invoices broken up by the awarded lot(s). No invoice should have more than one lot on it. The invoice must reference the PO Number, Lot Number, and Manufacturer's Sales Number on all invoices.



Core & Main LP Warranty

Core & Main LP ("Seller") is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to the Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Notwithstanding anything contained in any bid or contract documents to the contrary, title and risk of loss for all materials will pass to Buyer upon delivery.

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VIII. COST SHEET

Exhibit B

Please note, according to Section 1417 of NSF61, all items need to be lead free.

Please see:

[http://www.epa.gov/safewater/lead/pdfs/Questions About Section 1417 NSF Standard.pdf](http://www.epa.gov/safewater/lead/pdfs/Questions%20About%20Section%201417%20NSF%20Standard.pdf)

LOT #1 – Plastic Tubing – PE 3408, 200#, CTS – Polyethylene Domestic Only, Silver-Line SDR9, Sil-O-Flex or Equal, (100 Ft Rolls Only)	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾"		90-120 Days	10,000	\$ <u>0.37</u>	\$ <u>3700.00</u>
1"		↓	12,000	\$ <u>0.61</u>	\$ <u>7320.00</u>
1 ½"		↓	400	\$ <u>1.30</u>	\$ <u>520.00</u>
2"		↓	1,200	\$ <u>2.23</u>	\$ <u>2676.00</u>
Total Lot 1					\$ <u>14,216.00</u>

LOT #2 – Brass Goods	Typically IN-Stock Yes Or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾" straight three-part union, pack joint connection for CTS O.D. tubing both ends, Ford C44-33, Mueller P15403-250N or equal		Approx 25-35 weeks	25	\$ <u>20.00</u>	\$ <u>500.00</u>
1 ½" straight three-part union, pack joint connection for CTS O.D. tubing, both ends, Ford C44-66, Mueller P15403-500N or equal		↓	5	\$ <u>75.00</u>	\$ <u>375.00</u>
1"x3/4" reducing three-part union, pack joint connection for CTS O.D. tubing, both Ford C44-34, Mueller P15403-1x3/4N or equal		↓	300	\$ <u>21.20</u>	\$ <u>6360.00</u>
2" straight three-part union, pack joint connection for CTS O.D. tubing, both ends, AY MCDONALD 74758-22-2x2 or equal		↓	5	\$ <u>104.00</u>	\$ <u>520.00</u>
¾" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-33, Mueller P15428-250N or equal		↓	900	\$ <u>15.70</u>	\$ <u>14,130.00</u>
1" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-44, Mueller P15428-330N or equal		↓	750	\$ <u>18.50</u>	\$ <u>13,875.00</u>

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LOT #2 – Brass Goods	Typically IN-Stock Yes Or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1 1/4" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-55, Mueller P15428-420N or equal		AA20X 25-35 weeks	15	\$ <u>19.50</u>	\$ <u>292.50</u>
1 1/2" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-66, Mueller P15428-550N or equal			75	\$ <u>51.00</u>	\$ <u>3825.00</u>
2" straight coupling, pack joint connection CTS O.D. tubing x M.I.P. thread, Ford C84-77, Mueller P15428-550N or equal			200	\$ <u>75.00</u>	\$ <u>15,000.00</u>
1" straight coupling, pack joint connection CTS O.D. P.E.P. x M.I.P. thread, Ford C86-44 or equal			300	\$ <u>28.50</u>	\$ <u>8550.00</u>
2" straight coupling, pack joint connection CTS O.D. P.E.P. x M.I.P. thread, Ford C86-77 or equal			125	\$ <u>108.00</u>	\$ <u>13,500.00</u>
3/4" straight coupling, pack joint connection for CTS O.D. tubing x F.I.P. thread, Ford C14-33, Mueller P15451-250N or equal			750	\$ <u>16.85</u>	\$ <u>12,637.50</u>
1" straight coupling, pack joint connection CTS O.D. tubing x F.I.P. thread, Ford C14-44, Mueller P15451-330N or equal			300	\$ <u>24.00</u>	\$ <u>7200.00</u>
1 1/4" straight coupling, pack joint connection for CTS O.D. tubing x F.I.P. thread, Ford C14-55, Mueller P15451-420N or equal			15	\$ <u>24.50</u>	\$ <u>367.50</u>
1 1/2" straight coupling, pack joint connection for CTS O.D. tubing x F.I.P. thread, Ford C14-66, Mueller P15451-500N or equal			50	\$ <u>65.50</u>	\$ <u>3275.00</u>
2" straight coupling, pack joint connection for CTS O.D. tubing x F.I.P. thread, Ford C14-76, Mueller P15451-550N or equal			125	\$ <u>79.00</u>	\$ <u>9875.00</u>
2" straight coupling, pack joint connection CTS O.D. P.E.P. x F.I.P. thread, Ford C17-77 or equal			10	\$ <u>101.00</u>	\$ <u>1010.00</u>
3/4" compression curb stops, regular pattern, pack joint connection or CTS O.D. tubing x F.I.P. with lock wing feature, Ford B41-333W, Mueller P25172-250N or equal			700	\$ <u>61.50</u>	\$ <u>43,050.00</u>

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LOT #2 – Brass Goods	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1" compression curb stops, regular pattern, pack joint connection for CTS O.D. tubing x F.I.P. with lock wing feature, Ford B41-444 W, Mueller P25172-330N or equal		Approx 25-35 weeks	800	\$ <u>94.60</u>	\$ <u>75,680.00</u>
¾" straight ball service valve, F.I.P. x F.I.P., tee-head with lock wing feature, Ford B11-333W Mueller B20200-250N or equal			300	\$ <u>56.60</u>	\$ <u>16,980.00</u>
1" straight ball service valve, F.I.P. x F.I.P., tee head with locking wing feature, Ford B11-444W, Mueller B20200-330N or equal			200	\$ <u>87.00</u>	\$ <u>17,400.00</u>
1 ¼" straight ball service valve, F.I.P. x F.I.P., tee-head with lock wing feature, Ford B11-555W, Mueller B20200-420N or equal			2	\$ <u>145.00</u>	\$ <u>290.00</u>
1 ½" straight ball service valve, F.I.P. x F.I.P., tee-head with lock wing feature, Ford B11-666W, Mueller B20200-500N or equal			100	\$ <u>177.00</u>	\$ <u>17,700.00</u>
2" straight ball service valve, F.I.P. x F.I.P., tee-head with lock wing feature, Ford B11-777W, Mueller B20200-550N or equal			150	\$ <u>258.00</u>	\$ <u>38,700.00</u>
¾" corporation stop valve, AWWA taper (cc) thread inlet x pack joint connection for CTS O.D. tubing outlet, full port, Ford F1000-3, Mueller P15008-250N or equal			10	\$ <u>37.00</u>	\$ <u>370.00</u>
1" corporation stop valve, AWWA taper (cc) thread inlet x pack joint connection for O.D. tubing outlet, full port, Ford F1000-4, Mueller 15008-330N or equal			300	\$ <u>52.00</u>	\$ <u>15,600.00</u>
2" ball corporation stop valve, AWWA Taper (cc) thread inlet x AWWA taper (cc) M.I.P. thread outlet, Mueller B2996-550N or equal			20	\$ <u>224.00</u>	\$ <u>4,480.00</u>
1 ½" corporation stop valve, AWWA taper (cc) thread inlet x increased M.I.P. outlet, full port, Ford FB8000-6, Mueller B2003N-500N or equal			10	\$ <u>135.00</u>	\$ <u>1,350.00</u>
2" corporation stop valve, AWWA taper (cc) thread inlet x increased M.I.P. outlet full port, Ford FB800-7, Mueller B2003-550N or equal			100	\$ <u>249.00</u>	\$ <u>24,900.00</u>
¾" straight coupling flare copper x M.I.P. Outlet Ford C28-33, Mueller H15425-250N or equal			10	\$ <u>15.00</u>	\$ <u>150.00</u>
¾" x 5/8" NL Angle Plug Style Meter Stop FNPT x Meter Swivel Nut with Saddle. AY McDonald 74604, part number 5133-352 or equal			20	\$ <u>31.00</u>	\$ <u>620.00</u>

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<u>LOT #2 – Brass Goods</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾" x 7" meter relocater, horizontal style, Meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford VBHH42-7W, Mueller B24118-R2A-7N or equal		Approx 25-35 weeks	100	\$ <u>167.00</u>	\$ <u>16,700.00</u>
¾" x 7" meter relocater, horizontal style, Meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford VBHH42-7W, Mueller B24118-R2A-7N or equal			100	\$ <u> </u>	\$ <u> </u>
¾" x 9" meter relocater, horizontal style, Meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford VBHH42-9W, Mueller B24118-R2A-9N or equal			100	\$ <u>170.00</u>	\$ <u>17,000.00</u>
¾" x 12" meter relocater, horizontal style, Meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford BHH42-12W Mueller B24118-R2A-12N or equal			50	\$ <u>175.00</u>	\$ <u>8750.00</u>
¾" x 15" meter relocater, horizontal style, meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford VBHH42-15W, Mueller B24118-R2A-15N or equal			50	\$ <u>180.00</u>	\$ <u>9000.00</u>
¾" x 4" meter relocater, offset style, meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, McDonald series 17, Ford RETRO- 2BVBHH-NL, Mueller B2446N-R2A-4N equal			100	\$ <u>182.00</u>	\$ <u>18,200.00</u>
1" x 10" meter relocater, meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford V4410W, Mueller B or equal			50	\$ <u>308.00</u>	\$ <u>15,400.00</u>
The rest of the items in Lot 2 are requested a price of 1 quantity in unforeseen future needs					
1" straight three-part union, pack joint connection for CTS OD. tubing, both ends, Ford C44-44, Mueller P15403-330N or equal			1	\$ <u>28.00</u>	\$ <u>28.00</u>
¾" straight coupling, pack joint connection For CTS OD. P.E.P. X M.I.P. thread, Ford C86-33 or equal			1	\$ <u>19.50</u>	\$ <u>19.50</u>

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<u>LOT #2 – Brass Goods</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1" meter swivel nut by 1 1/4" pack joint for or plastic (C.T.S.) tubing, FORD C34-45-NL or equal		Approx 25-35 weeks	1	\$ <u>58.00</u>	\$ <u>58.00</u>
1 1/2" ball corporation stop valve, AWWA Taper (cc) thread inlet X AWWA taper (cc) M.I.P. thread outlet, Mueller B2996-500N or equal			1	\$ <u>170.00</u>	\$ <u>170.00</u>
1" straight coupling Flare copper X M.I.P. outlet, Ford C28—44, Mueller H15425- 330N or equal			1	\$ <u>27.00</u>	\$ <u>27.00</u>
1/2" straight ball meter with pack joint X Meter swivel nut for CTS OD. tubing, Mueller P24350R -250 or equal			1	\$ <u>63.00</u>	\$ <u>63.00</u>
	Total Lot 2				\$ <u>453,978.00</u>

<u>LOT #3 – Straight Couplings, Ford or AV Mcdonald Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾" straight coupling, pack joint or compression connection with set-screw for use on steel pipe x M.I.P thread. Ford C85-33 or equal		Approx - 30-35 weeks	400	\$ <u>27.00</u>	\$ <u>10,800.00</u>
1" straight coupling, pack joint or compression connection with set-screw for use on steel pipe x M.I.P. thread. Ford C85-44 or equal		↓	300	\$ <u>41.00</u>	\$ <u>12,300.00</u>
1 ½" straight coupling, pack joint or compression connection with set-screw for use on steel pipe x M.I.P. thread. Ford C85-66 or equal			20	\$ <u>83.00</u>	\$ <u>1660.00</u>
	Total Lot 3				\$ <u>24,760.00</u>

<u>LOT #4 – Steel Couplings For Steel Pipe – 2-Bolt With Cast Followers, Steel Sleeve and Galvanized Bolts, Romac 511, JCM 201, or Equal</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1 1/4" couplings, nom..O.D. 1.66		Approx 4-6 weeks	5	\$ <u>22.00</u>	\$ <u>110.00</u>
1 1/2" couplings, nom. O.D. 1.90		↓	50	\$ <u>27.00</u>	\$ <u>1,350.00</u>

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<u>LOT #4 - Steel Couplings For Steel Pipe - 2-Bolt with Cast Followers, Steel Sleeve and Galvanized Bolts, Romac 511, JCM 201, or Equal</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" couplings, nom. O.D. 2.375		APPROX 4-6 weeks	100	\$ <u>39.00</u>	\$ <u>3900.00</u>
3" couplings, nom. O.D. 1.05		↓	10	\$ <u>20.00</u>	\$ <u>200.00</u>
2 1/2" couplings, nom.O.D. 2.88		↓	1	\$ <u>46.00</u>	\$ <u>46.00</u>
Total Lot 4					\$ <u>5606.00</u>

<u>LOT #5 - Mechanical Joint Bolt and Gasket Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
3" bolt & gasket kits		5-7 days	10	\$ <u>12.00</u>	\$ <u>120.00</u>
4" bolt & gasket kits		↓	20	\$ <u>17.00</u>	\$ <u>340.00</u>
6" bolt & gasket kits		↓	200	\$ <u>20.00</u>	\$ <u>4000.00</u>
8" bolt & gasket kits		↓	20	\$ <u>25.00</u>	\$ <u>500.00</u>
10" bolt & gasket kits		↓	10	\$ <u>33.00</u>	\$ <u>330.00</u>
12" bolt & gasket kits		↓	30	\$ <u>35.00</u>	\$ <u>1050.00</u>
16" bolt & gasket kits		↓	10	\$ <u>57.00</u>	\$ <u>570.00</u>
18" bolt & gasket kits		↓	10	\$ <u>64.00</u>	\$ <u>640.00</u>
24" bolt & gasket kits		↓	10	\$ <u>87.00</u>	\$ <u>870.00</u>
Total Lot 5					\$ <u>8420.00</u>

<u>LOT #6 - Dresser Couplings JCM 242 Optimum Long Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4" 4.22-5.60 OD		APPROX 4-6 weeks	10	\$ <u>145.00</u>	\$ <u>1450.00</u>
6" 6.28-7.60 OD		↓	6	\$ <u>191.00</u>	\$ <u>1146.00</u>
8" 8.40-9.75 OD		↓	4	\$ <u>217.00</u>	\$ <u>868.00</u>
Total Lot 6					\$ <u>3464.00</u>

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<u>LOT #7 - Tapping Sleeves, Cast Iron, Mechanical Joint For Ductile Iron Pipe. Mueller H-615 or Equal</u>	Typically IN-Stock Yes or No	Current Lead Time from Manufacturer	UNITS	UNIT COST	EXTENDED COST
6" x 6"		35 Weeks	6	\$ 1131.00	\$ 6786.00
Total Lot 7					\$ 6786.00

<u>LOT #8 - Megalugs For Cast Iron or Ductile Iron Pipe And For C-900 PVC Pipe. Sip Industries Ez Grip or Equal</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
3" megalug for iron pipe		2-14 Weeks	10	\$ 21.85	\$ 218.50
6" megalug for iron pipe			60	\$ 27.40	\$ 1644.00
8" megalug for iron pipe			20	\$ 41.00	\$ 820.00
12" megalug for iron pipe			20	\$ 89.00	\$ 1780.00
16" megalug for iron pipe			4	\$ 168.00	\$ 672.00
18" megalug for iron pipe			4	\$ 237.00	\$ 948.00
20" megalug for iron pipe			4	\$ 293.00	\$ 1172.00
6" megalug for C-900			100	\$ 34.00	\$ 3400.00
8" megalug for C-900			20	\$ 50.00	\$ 1000.00
Total Lot 8					\$ 11,654.50

<u>LOT #9 - Service Clamps, "CC" Thread With Neoprene Gaskets, Mueller DR2A, Ford F202, Smith Blair 313, JCM 402 or Romac 202U Only, Double Straps</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
6" x 1" Nom. O.D. Romac: 6.63-7.60 Mueller: 6.59-7.37 Ford: 6.63-7.61 Smith Blair & JCM: 6.84-7.60		APPROX 4-6 weeks	50	\$ 28.00	\$ 1400.00
6" x 2" Nom. O.D. Romac: 6.63-7.60 Mueller: 6.59-7.37 Ford: 6.63-7.61 Smith Blair & JCM: 6.84-7.60			10	\$ 34.50	\$ 345.00
8" x 1" Nom. O.D. Romac: 8.63-9.80 Mueller: 8.54-9.79 JCM & Ford: 8.63-9.05 Smith Blair: 7.64-9.05			50	\$ 30.50	\$ 1525.00

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<u>LOT #9 – Service Clamps, "CC" Thread With Neopreme Gaskets, Mueller DR2A, Ford F202, Smith Blair 313, JCM 402 or Romac 202U Only, Double Straps</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
8" x 1 1/2" Nom. O.D. Romac: 8.63 – 9.80 Mueller: 8.54-9.79 JCM & Ford: 8.63-9.05 Smith Blair: 7.64-9.05		Approx 3-5 weeks	10	\$ <u>38.00</u>	\$ <u>380.00</u>
10"x1" Nom. O.D. Romac: 11.10-12.12 Mueller & Smith Blair: 10.64-12.12 Ford: 10.64-12.13 JCM: 10.75-11.10			10	\$ <u>41.00</u>	\$ <u>410.00</u>
10"x2" Nom. O.D. Romac: 11.10-12.12 Mueller & Smith Blair: 10.64-12.12 Ford: 10.64-12.13 JCM: 10.75-11.10			10	\$ <u>50.00</u>	\$ <u>500.00</u>
12" x 1" Nom. O.D. Romac: 13.20-14.38 Mueller: 12.62-14.38 JCM: 13.10-14.38 Ford: 12.62-14.39 Smith Blair: 12.62-14.32			30	\$ <u>48.00</u>	\$ <u>1440.00</u>
12" x 2" Nom. O.D. Romac: 13.20-14.38 Mueller: 12.62-14.38 JCM: 13.10-14.38 Ford: 12.62-14.39 Smith Blair: 12.62-14.32			5	\$ <u>61.00</u>	\$ <u>305.00</u>
16" x 1" Nom. O.D. Romac: 17.40-18.90 JCM: 17.30-18.88 Mueller: 17.40-18.80 Smith Blair: 17.40-18.88			10	\$ <u>75.00</u>	\$ <u>750.00</u>
16" x 2" Nom. O.D. Romac: 17.40-18.90 JCM: 17.30-18.88 Mueller: 17.40-18.80 Smith Blair: 17.40-18.88			4	\$ <u>93.00</u>	\$ <u>372.00</u>
24"x 1" Nom. O.D. Romac: 24.30-25.90 JCM, Ford, & Mueller: N/A Smith Blair: 25.75-25.85			6	\$ <u>99.00</u>	\$ <u>594.00</u>
24"x 1 1/2" Nom. O.D. Romac: 24.30-25.90 JCM, Ford, & Mueller: N/A Smith Blair: 25.75-25.85			6	\$ <u>115.00</u>	\$ <u>690.00</u>

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<u>Lot #9 – Service Clamps, "Cc" Thread With Neoprene Gaskets, Mueller DR2A, Ford F202, Smith Blair 313, JCM 402 or ROMAC 202U ONLY, DOUBLE STRAPS</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
24" x 2" Nom. O.D. Romac: 24.30-25.90 JCM, Ford, & Mueller: N/A Smith Blair: 25.75-25.85		Approx 3-5 weeks	4	\$ <u>115.00</u>	\$ <u>460.00</u>
Total Lot 9					\$ <u>9171.00</u>

<u>LOT #10 – Service Clamps, Concrete Cylinder For LOC Joint Pipe JCM 425 or Equal</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
30" x 1" Loc Joint, O.D. 33.88-35.75		4-6 weeks	1	\$ <u>340.00</u>	\$ <u>340.00</u>
30" x 2" Loc Joint, O.D. 33.88-35.75		4-6 weeks	2	\$ <u>345.00</u>	\$ <u>690.00</u>
Total Lot 10					\$ <u>1030.00</u>

<u>LOT #11 – Service Clamps, "CC" Thread, PVC, Mueller DR25 Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" x 1" Nom. O.D. Mueller: 2.35-2.56		Approx 35 weeks	10	\$ <u>53.00</u>	\$ <u>530.00</u>
4" x 1" Nom. O.D. Mueller: 4.47-5.32			20	\$ <u>51.00</u>	\$ <u>1020.00</u>
6" x 1" Nom. O.D. Mueller: 6.59-7.37			50	\$ <u>59.00</u>	\$ <u>2950.00</u>
6" x 1 1/2" Nom. O.D. Mueller: 6.59-7.37			10	\$ <u>64.00</u>	\$ <u>640.00</u>
6" x 2" Nom. O.D. Mueller: 6.59-7.37			40	\$ <u>69.60</u>	\$ <u>2784.00</u>
8" x 1" Nom. O.D. Mueller: 8.54-9.79			30	\$ <u>69.00</u>	\$ <u>2070.00</u>
8" x 1 1/2" Nom. O.D. Mueller: 8.54-9.79			10	\$ <u>75.00</u>	\$ <u>750.00</u>
8" x 2" Nom. O.D. Mueller: 8.54-9.79			10	\$ <u>81.00</u>	\$ <u>810.00</u>
10" x 1" Nom. O.D. Mueller: 10.64-12.12			10	\$ <u>82.00</u>	\$ <u>820.00</u>
Total Lot 11					\$ <u>12,374.00</u>

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<u>LOT #12-- Service Clamps, "CC" Thread, PVC, Mueller DR2S or JCM 404 Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
12" x 1" Nom. O.D. Mueller: 12.62-14.38 JCM: 12.75-13.50		Approx 35 weeks	20	\$ <u>80.00</u>	\$ <u>1600.00</u>
12" x 1 1/4" Nom. O.D. Mueller: 12.62-14.38 JCM: 12.75-13.50			10	\$ <u>80.00</u>	\$ <u>800.00</u>
16" x 1" Nom. O.D. JCM: 17.30-18.88 Mueller: N/A			2	\$ <u>109.00</u>	\$ <u>218.00</u>
16" x 1 1/4" Nom. O.D. JCM: 17.30-18.88 Mueller: N/A			2	\$ <u>110.00</u>	\$ <u>220.00</u>
16" x 2" Nom. O.D. JCM: 17.30-18.88 Mueller: N/A			2	\$ <u>110.00</u>	\$ <u>220.00</u>
			Total Lot 12 \$ <u>3058.00</u>		

<u>LOT #13 -- Repair Clamps, Full Circle, Single Band For Iron Pipe, Smith-Blair #229 Only. Please Note, Smith Blair Has Three Bolts, All Others Have Only Two Bolts</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" x 7 1/2" collar leak clamps, O.D. 2.38		2-3 weeks	75	\$ <u>75.00</u>	\$ <u>5625.00</u>
2 1/2" x 7 1/2" collar leak clamps, O.D. 2.88		↓	10	\$ <u>76.00</u>	\$ <u>760.00</u>
3" x 7 1/2" collar leak clamps, O.D. 3.50			30	\$ <u>80.00</u>	\$ <u>2400.00</u>
				Total Lot 13	\$ <u>8785.00</u>

<u>LOT #14 -- Repair Clamps, Full Circle, Single Band For Iron Pipe, Smith-Blair #226 or Equivalent, No JCM</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" x 7 1/2" O.D. range 2.35 - 2.63		2-3 weeks	40	\$ <u>69.00</u>	\$ <u>2760.00</u>
2" x 12" O.D. range 2.35 - 2.63		↓	10	\$ <u>113.00</u>	\$ <u>1130.00</u>
2" x 15" O.D. range 2.35 - 2.63			10	\$ <u>136.00</u>	\$ <u>1360.00</u>
2 1/2" x 7 1/2" O.D. range 2.70 - 3.00			10	\$ <u>69.00</u>	\$ <u>690.00</u>
3" x 7 1/2" O.D. range 3.46 - 3.70			30	\$ <u>71.00</u>	\$ <u>2130.00</u>
3" x 12" O.D. range 3.73 - 4.00			10	\$ <u>116.00</u>	\$ <u>1160.00</u>
4" x 7 1/2" O.D. range 4.74 - 5.14			30	\$ <u>82.00</u>	\$ <u>2460.00</u>

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<u>LOT #14 – Repair Clamps, Full Circle, Single Band For Iron Pipe, Smith-Blair #226 or Equivalent. No JCM</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4" x 12" O.D. range 4.74 – 5.14		2-3 weeks	10	\$ <u>133.00</u>	\$ <u>1330.00</u>
4" x 15" O.D. range 4.74 – 5.14			5	\$ <u>162.00</u>	\$ <u>810.00</u>
6" x 7 1/2" O.D. range 6.56 – 6.96			10	\$ <u>90.00</u>	\$ <u>900.00</u>
6" x 7 1/2" O.D. range 6.84 – 7.24			50	\$ <u>93.00</u>	\$ <u>4650.00</u>
6" x 7 1/2" O.D. range 7.05 – 7.45			30	\$ <u>92.00</u>	\$ <u>2760.00</u>
6" x 7 1/2" O.D. range 7.45 – 7.85			20	\$ <u>96.00</u>	\$ <u>1920.00</u>
6" x 12" O.D. range 6.56 – 6.96			5	\$ <u>149.00</u>	\$ <u>745.00</u>
6" x 12" O.D. range 6.84 – 7.24			10	\$ <u>150.00</u>	\$ <u>1500.00</u>
6" x 12" O.D. range 7.05 – 7.45			10	\$ <u>150.00</u>	\$ <u>1500.00</u>
6" x 12" O.D. range 7.45 – 7.85			15	\$ <u>160.00</u>	\$ <u>2400.00</u>
6" x 15" O.D. range 6.84 – 7.24			10	\$ <u>176.00</u>	\$ <u>1760.00</u>
6" x 15" O.D. range 7.05 – 7.45			10	\$ <u>179.00</u>	\$ <u>1790.00</u>
6" x 12" O.D. range 7.45 – 7.85			10	\$ <u>—</u>	\$ <u>—</u>
8" x 7 1/2" O.D. range 8.54 – 8.94			20	\$ <u>100.00</u>	\$ <u>2000.00</u>
8" x 7 1/2" O.D. range 8.99 – 9.39			30	\$ <u>102.00</u>	\$ <u>3060.00</u>
8" x 7 1/2" O.D. range 9.27 – 9.67			5	\$ <u>111.00</u>	\$ <u>555.00</u>
8" x 12" O.D. range 8.54 – 8.94			5	\$ <u>164.00</u>	\$ <u>820.00</u>
8" x 12" O.D. range 8.99 – 9.39			5	\$ <u>166.00</u>	\$ <u>830.00</u>
8" x 12" O.D. range 9.27 – 9.67			10	\$ <u>190.00</u>	\$ <u>1900.00</u>
8" x 30" O.D. range 9.27 – 9.67			1	\$ <u>427.00</u>	\$ <u>427.00</u>
Total Lot 14					\$ <u>43,347.00</u>

<u>LOT #15 – Meter Boxes, Plastic and Lids</u> DFW Boxes Only; Majority of City Has DFW Boxes, Other Brands' Lids Do Not Fit Boxes	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
Meter box, small plastic, DFW1200-12-BODY		16 weeks	2,000	\$ <u>10.35</u>	\$ <u>20,700.00</u>
Lid, Black Plastic, 12"x17" Rectangular, With molded Touch Read Hole DFW1200.1T.LID			4,000	\$ <u>7.75</u>	\$ <u>31,000.00</u>
Lid, Black Plastic, 12"x17" Rectangular, with Two Molded Touch Read Holes DFW1200.1T.LID			20	\$ <u>8.40</u>	\$ <u>168.00</u>
Lid, Heavy Duty Polymer with Molded Touch Read Hole; DFW36C.1T.Lid			50	\$ <u>27.00</u>	\$ <u>1350.00</u>

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<u>LOT #15 – Meter Boxes, Plastic and Lids</u> DFW Boxes Only; Majority of City Has DFW Boxes, Other Brands' Lids Do Not Fit Boxes	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
Lid, Heavy Duty Polymer with Molded Touch Two Read Holes; DFW36C.1T.Lid		16 weeks	10	\$ 40.00	\$ 400.00
Meter box with lid, small Heavy Duty Polymer; DFW36C.18			20	\$ 38.00	\$ 760.00
Lid, large Heavy Duty Polymer with Molded Touch Read Hole; DFW65C.1T.Lid			10	\$ 71.00	\$ 710.00
Meter box with lid, large Heavy Duty Polymer; DFW65C.14			10	\$ 186.00	\$ 1860.00
Lid, light duty plastic, 16"x22"x12" with Molded Touch Read Hole; DFW1500.1T.LID			20	\$ 12.65	\$ 253.00
Meter box with lid, large light duty plastic; DFW1500TT.12			80	\$ 34.25	\$ 2740.00
Total Lot 15					\$ 59,941.00

<u>LOT #16 – Meter Boxes, Concrete and Lids – Brooks Products Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
36H Concrete meter boxes with CI reader		8-5 weeks	30	\$ 50.00	\$ 1500.00
Meter box lids with reader to fit the 36H meter boxes		3-5 weeks	20	\$ 27.00	\$ 540.00
Total Lot 16					\$ 2040.00

<u>LOT #17 – Fire Hydrants, 5 1/4", To Be Painted Red, 2 1/2" Hose Nozzle with National Standard Threads, 4 1/2" Steamer Nozzle with National Standard Threads, Open Right with Mechanical Joint Connections – Mueller Centurion, American Darling #B84B-5, M&H #929 Reliant, Clow Medallion, Only Acceptable</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2' Bury		Approx 85	6	\$ 2235.00	\$ 13,410.00
3' Bury		weeks	10	\$ 2350.00	\$ 23,500.00
4' Bury			20	\$ 2460.00	\$ 49,200.00
Total Lot 17					\$ 86,110.00

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LOT #18 – Brass Fittings	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
<u>Plugs</u>					
			1	\$ _____	\$ _____
<u>Plugs</u>					
2"		37 days	1	\$ 11.00	\$ 11.00
1"			1	\$ 4.00	\$ 4.00
<u>Couplings</u>					
½"			1	\$ 3.00	\$ 3.00
¾"			100	\$ 3.19	\$ 319.00
1"			100	\$ 4.85	\$ 485.00
1 ¼"			1	\$ 10.00	\$ 10.00
1 ½"			50	\$ 10.28	\$ 514.00
2"			50	\$ 16.93	\$ 846.50
2 ½"			20	\$ 28.00	\$ 560.00
3"			10	\$ 38.86	\$ 388.60
<u>Nipples</u>					
¾" x close			250	\$ 1.79	\$ 447.50
1" x close			100	\$ 2.65	\$ 265.00
1 ¼" x close			1	\$ 3.99	\$ 3.99
1 ½" x close			100	\$ 5.19	\$ 519.00
2" x close			150	\$ 7.90	\$ 1185.00
3" x close			10	\$ 28.34	\$ 283.40
¾" x 2"			250	\$ 2.26	\$ 565.00
¾" x 3"			250	\$ 3.00	\$ 750.00
¾" x 4"			150	\$ 3.95	\$ 592.50
¾" x 5"			50	\$ 4.74	\$ 237.00
¾" x 6"			150	\$ 5.76	\$ 864.00
¾" x 12"			100	\$ 11.03	\$ 1103.00
1" x 2"			150	\$ 3.27	\$ 490.50
1" x 3"			50	\$ 4.38	\$ 219.00
1" x 4"			100	\$ 5.70	\$ 570.00
1" x 5"			100	\$ 7.04	\$ 704.00
1" x 6"			100	\$ 8.40	\$ 840.00
1" x 12"			50	\$ 16.54	\$ 827.00

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LOT #18 – Brass Fittings	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
Nipples					
1 1/4" x 2"		5-7 days	10	\$ 4.56	\$ 45.60
1 1/4" x 3"			10	\$ 6.10	\$ 61.00
1 1/4" x 4"			10	\$ 8.03	\$ 80.30
1 1/4" x 5"			10	\$ 9.81	\$ 98.10
1 1/4" x 6"			10	\$ 11.72	\$ 117.20
1 1/4" x 12"			10	\$ 23.15	\$ 231.50
1 1/2" x 2"			25	\$ 5.58	\$ 139.50
1 1/2" x 3"			25	\$ 7.68	\$ 192.00
1 1/2" x 4"			25	\$ 10.00	\$ 250.00
1 1/2" x 5"			25	\$ 12.44	\$ 311.00
1 1/2" x 6"			100	\$ 14.78	\$ 1478.00
1 1/2" x 12"			100	\$ 29.00	\$ 2900.00
1 1/2" x 36"			5	\$ 102.94	\$ 514.70
2" x 3"			100	\$ 9.85	\$ 985.00
2" x 4"			100	\$ 12.87	\$ 1287.00
2" x 5"			100	\$ 15.92	\$ 1592.00
2" x 6"			100	\$ 19.00	\$ 1900.00
2" x 12"			125	\$ 37.45	\$ 4681.25
2" x 36"			5	\$ 132.88	\$ 664.40
2 1/2" x 6"			10	\$ 38.19	\$ 381.90
2 1/2" x 12"			10	\$ 72.44	\$ 724.40
3" x 2"			5	\$ 28.34	\$ 141.70
3" x 3"			5	\$ 29.45	\$ 147.25
3" x 4"			5	\$ 37.53	\$ 187.65
3" x 6"			5	\$ 53.60	\$ 268.00
3" x 12"			5	\$ 103.68	\$ 518.40
Bends					
3/4" x 45 degree			10	\$ 3.95	\$ 39.50
3/4" x 90 degree			25	\$ 3.95	\$ 98.75
1" x 45 degree			25	\$ 6.65	\$ 166.25
1" x 90 degree			100	\$ 6.08	\$ 608.00
1 1/2" x 90 degree			50	\$ 12.07	\$ 603.50

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<u>LOT #18 – Brass Fittings</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
<u>Bends</u>					
2" x 90 degree		5-7 days	150	\$ <u>19.65</u>	\$ <u>2947.50</u>
3" x 45 degree			10	\$ <u>68.00</u>	\$ <u>680.00</u>
3" x 90 degree			10	\$ <u>59.08</u>	\$ <u>590.80</u>
<u>Tees</u>					
¾"			100	\$ <u>4.85</u>	\$ <u>485.00</u>
1"			100	\$ <u>8.60</u>	\$ <u>860.00</u>
1" x ¾"			50	\$ <u>10.59</u>	\$ <u>529.50</u>
1 ¼"			50	\$ <u>16.59</u>	\$ <u>829.50</u>
1 ½" x ¾"			5	\$ <u>20.55</u>	\$ <u>102.75</u>
2"			50	\$ <u>27.19</u>	\$ <u>1359.50</u>
2" x 1"			50	\$ <u>33.58</u>	\$ <u>1679.00</u>
2" x ¾"			5	\$ <u>33.58</u>	\$ <u>167.90</u>
2 ½"			5	\$ <u>33.55</u>	\$ <u>167.75</u>
<u>Bushings</u>					
1" x ¾"			4,000	\$ <u>3.18</u>	\$ <u>12,720.00</u>
1 ¼" x 1"			40	\$ <u>5.44</u>	\$ <u>217.60</u>
1 ½" x ¾"			50	\$ <u>8.49</u>	\$ <u>424.50</u>
1 ½" x 1"			25	\$ <u>6.95</u>	\$ <u>173.75</u>
1 ½" x 1 ½"			50	\$ <u>6.95</u>	\$ <u>347.50</u>
2" x ¾"			50	\$ <u>12.39</u>	\$ <u>619.50</u>
2" x 1"			50	\$ <u>12.39</u>	\$ <u>619.50</u>
<u>Bushings</u>					
2" x 1 ½"			50	\$ <u>10.25</u>	\$ <u>512.50</u>
¾" x ¾"			10	\$ <u>2.55</u>	\$ <u>25.50</u>
<u>Bell Reducers</u>					
1" x ¾"			100	\$ <u>6.37</u>	\$ <u>637.00</u>
1 ½" x 1"			10	\$ <u>13.00</u>	\$ <u>130.00</u>
2" x 1"			10	\$ <u>21.75</u>	\$ <u>217.50</u>
2" x 1 ½"			25	\$ <u>19.30</u>	\$ <u>482.50</u>
2 ½" x 2"			10	\$ <u>34.00</u>	\$ <u>340.00</u>
				Total Lot 18	\$ <u>62,887.39</u>

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LOT #19 – Ductile Iron Pipe and Casing, BellxSpigot, 20 lf (+/- 1")	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4"		45-52 weeks	40	\$ <u>35.00</u>	\$ <u>1400.00</u>
6"		↓	240	\$ <u>27.00</u>	\$ <u>6480.00</u>
8"			100	\$ <u>35.00</u>	\$ <u>3500.00</u>
12"			100	\$ <u>46.00</u>	\$ <u>4600.00</u>
				Total Lot 19	\$ <u>15,980.00</u>

LOT #20 – Fittings For Ductile Iron Pipe, Mechanical Joint	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4" MJ x MJ long solid sleeve		8 weeks	8	\$ <u>54.00</u>	\$ <u>432.00</u>
6" MJ x MJ long solid sleeve			60	\$ <u>90.00</u>	\$ <u>5400.00</u>
8" MJ x MJ long solid sleeve			20	\$ <u>144.00</u>	\$ <u>2880.00</u>
10" MJ x MJ long solid sleeve			10	\$ <u>172.00</u>	\$ <u>1720.00</u>
12" MJ x MJ long solid sleeve			10	\$ <u>232.00</u>	\$ <u>2320.00</u>
16" MJ x MJ long solid sleeve			2	\$ <u>444.00</u>	\$ <u>888.00</u>
8" MJ x MJ 90 degree bend			2	\$ <u>143.00</u>	\$ <u>286.00</u>
6" MJ x MJ 45 degree bend			6	\$ <u>80.00</u>	\$ <u>480.00</u>
				Total Lot 20	\$ <u>14,406.00</u>

LOT #21 – Dual Check and Double Check Valves	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
(*) ¾" Dual check valve – must be of brass construction, ASSE 1024 approved and furnished with swivel meter nut; ZURN® 700XL or equal		8-12 weeks	2,500	\$ <u>32.65</u>	\$ <u>81,625.00</u>
(*) 1" Dual check valve – must be of brass construction, ASSE 710-U2 approved and furnished with swivel meter nut; ZURN® 700XL or equal		2-4 weeks	200	\$ <u>44.00</u>	\$ <u>8800.00</u>
(*) 2" Double check valve – must be of brass construction, ASSE 710-U2 approved and furnished with swivel meter nut; ZURN® 350XL or equal		4-6 weeks	40	\$ <u>498.00</u>	\$ <u>19,920.00</u>
Total Lot 21					\$ <u>110,345.00</u>

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LOT #22 – Straight Couplings Mueller P-15509 ONLY	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
"¾" straight coupling, pack joint connection for CTS O.D. tubing x extra strong (xs) lead flange thread		35-40 weeks	25	\$ <u>23.40</u>	\$ <u>585.00</u>
"1" straight coupling, pack joint connection CTS OD. tubing x extra strong (xs) lead Flange Thread		↓	25	\$ <u>38.10</u>	\$ <u>952.50</u>
Total Lot 22					\$ <u>1537.50</u>

LOT #23 – C900 PVC Pipe, DR 18, G X S, 20 If (+/- 1") Laying Length	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4"		12-16 weeks	40	\$ <u>7.85</u>	\$ <u>314.00</u>
6"		↓	400	\$ <u>16.10</u>	\$ <u>6440.00</u>
8"		↓	200	\$ <u>27.60</u>	\$ <u>5520.00</u>
Total Lot 23					\$ <u>12,274.00</u>

LOT #24 – IPS Pressure PVC Pipe, SDR 21, G X S, 20 If (+/- 1") Laying Length	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1"			200	\$ _____	\$ <u>No Bid</u>
2 ½"			100	\$ _____	\$ _____
3"			100	\$ _____	\$ _____
Total Lot 24					\$ <u>No Bid</u>

LOT #25 – Meter Spuds, Meter Couplings with Bushing, (Meter Swivel Nut By Mip Thread, Short. Must Come Already Assembled.	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾"		2-3 Days	3,500	\$ <u>7.05</u>	\$ <u>24,675.00</u>
1"			200	\$ <u>9.20</u>	\$ <u>1840.00</u>
1 ½"			125	\$ <u>19.60</u>	\$ <u>2450.00</u>
2" x 1 ½"			125	\$ <u>29.10</u>	\$ <u>3637.50</u>
Total Lot 25					\$ <u>32,602.50</u>

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LOT #26 – Gate Valves, Resilient Wedge, AWWA, MJXMI (Less Accessories), Mueller 350 PSI A-2631-23 or Equal	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
6"		30 weeks	10	\$ <u>838.00</u>	\$ <u>8380.00</u>
Total Lot 26					\$ <u>8380.00</u>

LOT #27 – Full Circle – For Repair of Galvanized Pipe, Smith-Blair #244 Full Circle® Redi-Clamp Only	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
½" x 3" Nom. O.D. .84		2-3 days ↓	125	\$ <u>20.70</u>	\$ <u>2587.50</u>
½" x 6" Nom. O.D. .84			50	\$ <u>44.05</u>	\$ <u>2202.50</u>
¾" x 3" Nom. O.D. 1.05			200	\$ <u>20.95</u>	\$ <u>4190.00</u>
¾" x 6" Nom. O.D. 1.05			125	\$ <u>44.30</u>	\$ <u>5537.50</u>
1" x 3" Nom. O.D. 1.32			150	\$ <u>22.15</u>	\$ <u>3322.50</u>
1" x 6" Nom. O.D. 1.32			50	\$ <u>45.10</u>	\$ <u>2255.00</u>
1 ¼" x 3" Nom. O.D. 1.66			30	\$ <u>22.80</u>	\$ <u>684.00</u>
1 ¼" x 6" Nom. O.D. 1.66			25	\$ <u>45.65</u>	\$ <u>1141.25</u>
1 ½" x 3" Nom. O.D. 1.90			75	\$ <u>23.59</u>	\$ <u>1769.25</u>
1 ½" x 6" Nom. O.D. 1.90			50	\$ <u>46.50</u>	\$ <u>2325.00</u>
2" x 3" Nom. O.D. 2.38			200	\$ <u>25.70</u>	\$ <u>5140.00</u>
2" x 6" Nom. O.D. 2.38			100	\$ <u>47.70</u>	\$ <u>4770.00</u>
	Total Lot 27 \$ <u>35,924.50</u>				

LOT #28 – Full Circle – For Repair of Galvanized Pipe, Smith-Blair #245 Redi-Clamp Only	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
½" x 6" Nom. O.D. .84		3-5 Days ↓	75	\$ <u>11.05</u>	\$ <u>828.75</u>
¾" x 3" Nom. O.D. 1.05			200	\$ <u>6.11</u>	\$ <u>1222.00</u>
¾" x 6" Nom. O.D. 1.05			40	\$ <u>11.38</u>	\$ <u>455.20</u>
1" x 3" Nom. O.D. 1.32			225	\$ <u>6.67</u>	\$ <u>1500.75</u>
1" x 6" Nom. O.D. 1.32			50	\$ <u>12.12</u>	\$ <u>606.00</u>
1 ¼" x 3" Nom. O.D. 1.66			40	\$ <u>6.85</u>	\$ <u>274.00</u>
1 ¼" x 6" Nom. O.D. 1.66			10	\$ <u>12.76</u>	\$ <u>127.60</u>
1 ½" x 3" Nom. O.D. 1.90			50	\$ <u>7.35</u>	\$ <u>367.50</u>
1 ½" x 6" Nom. O.D. 1.90			50	\$ <u>13.86</u>	\$ <u>693.00</u>
2" x 3" Nom. O.D. 2.38			125	\$ <u>9.58</u>	\$ <u>1197.50</u>

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LOT #28 – Full Circle – For Repair of Galvanized Pipe, Smith-Blair #245 Redi-Clamp Only	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" x 6" Nom. O.D. 2.38		3-5 Days	150	\$ 18.45	\$ 2767.50
Total Lot 28					\$ 10,039.80

LOT #29 – Hymax® 2 Dresser Couplings, Only	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1 ½" (part no. 860-54-0041-16)		3-5 Days	5	\$ 104.00	\$ 520.00
2" (part no. 860-54-0054-16)			20	\$ 109.00	\$ 2180.00
3" (part no. 860-54-0088-16)			5	\$ 145.00	\$ 725.00
4" (part no. 860-54-0108-16)			20	\$ 186.00	\$ 3720.00
6" (part no. 860-54-0163-16)			20	\$ 246.00	\$ 4920.00
8" (part no. 860-54-0217-16)			10	\$ 278.00	\$ 2780.00
Total Lot 29					\$ 14,845.00

LOT #30 – Water Valve Boxes with Lids, Risers, & Tops Only; Sigma VB2612 or Equal	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1" cast iron valve box riser		2-6 weeks	75	\$ 7.10	\$ 532.50
1 ½" cast iron valve box riser			75	\$ 10.00	\$ 750.00
2" cast iron valve box riser			100	\$ 11.00	\$ 1100.00
6" cast iron valve box riser			50	\$ 28.00	\$ 1400.00
Valve boxes with lids			100	\$ 52.00	\$ 5200.00
Valve box tops only			25	\$ 19.00	\$ 475.00
Valve box lids only			100	\$ 15.00	\$ 1500.00
Total Lot 30					\$ 10,957.50

*The estimated quantities contained in the bid form are for the purpose of comparing bids. These quantities are not guaranteed and payment will be made on the basis of the executed delivery of items at the unit price in the bid response as accepted. The City of Columbia reserves the right to increase or decrease quantities as deemed necessary.

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUN & STRENGTH (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)
				0 %		
				0 %		
				0 %		
				0 %		
				0 %		
				0 %		
				0 %		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued**List information for each Subcontractor or Subconsultant below.****1) Subcontractors Company information (Primary/Main office location)**

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code + 4 _____

() _____
Phone number() _____
Fax number

Primary Contact Name _____

Secondary Contact Name _____

Primary Contact Email Address _____

Secondary Contact Email Address _____

Federal ID # _____

Vendor # _____

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

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code + 4 _____

() _____
Phone number() _____
Fax number

Primary Contact Name _____

Secondary Contact Name _____

Primary Contact Email Address _____

Secondary Contact Email Address _____

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #**6) Subcontractors Company information (Primary/Main office location)**

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

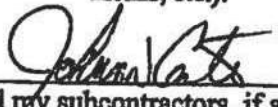
Exhibit D

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I,  (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's Subcontractor(s), nor does Offeror or Offeror's Subcontractors have any interest that

would conflict in any manner or degree with the performance related to this Solicitation or Agreement.

4. I warrant that I and my Subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or Subcontractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my Subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or Subcontractors may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
6. I have complied with the following:

"No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration. All questions must be directed to the Procurement/Contracting Officer for this solicitation, listed on the cover page."

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.
Please check only one box below.

☐ ☒ No known actual or potential Conflicts of Interest are subject to disclosure.

- ☐ ☒ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.**

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or Subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or Subcontractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my Subcontractors that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or Subcontractors participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
9. **Has anyone in your company been privy to any information regarding this solicitation prior to the release date of the solicitation? If so, please explain.**

No

10. Prior to the solicitation release date, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part? No

Company Name: Core & Main LP

By: Did Not Attend

Print Name: Johnny Carter

Title: Branch Manager

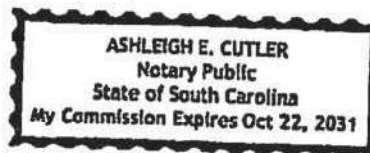
Date: 6-30-22

Subscribed and sworn to before me

this 30 day of June, 2022

A. E. Cutler

(Notary Public)



My commission expires 10/22/2031

**COLUMBIA**

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: CORE AND MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

PURCHASE ORDER

P.O. NUMBER	P195824
DATE	09/14/22
VENDOR I.D.	V015459
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R217483
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

FAX#

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SEDRICK.GUESS@COREANDMAIN.COM

DELIVER ITEMS TO:

WATER DISTRIBUTION
4013 W BELTLINE BLVD
BLDG. 2 - WAREHOUSE
COLUMBIA, SC 29204

SEND INVOICE TO:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	LOT #1 - Plastic Tubing PE 3408, 200#,CTS Polyethylene Domestic Only, Silver-Line SDR9, Sil-O-Flex or Equal. (100 Ft. Rolls Only) All Prices, Specifications, Terms and Conditions per BID039-21-22-KSB	4,442	EA	1.00	4,442.00
002	LOT #2 - Brass Goods	356,557	EA	1.00	356,557.00
003	LOT #4 - Steel Couplings For Steel Pipe - 2-bolt With Cast Followers, Steel Sleeve and Galvanized Bolts, Romac 511, JCM 201, or equal	1,389	EA	1.00	1,389.00
004	LOT #5 - Mechanical Joint Bolt and Gasket Only	2,145	EA	1.00	2,145.00
005	LOT #8 - Megalugs for cast Iron or Ductile Iron Pipe and For C-900 PVC Pipe. SIP Industries Ez Grip or Equal	3,816.8	EA	1.00	3,816.80
006	LOT #9 - Service Clamps, CC Thread With Neopreme Gaskets, Mueller DR2A, Ford F202, Smith Blair 313, JCM 402 or Romac 202U Only, Double Straps	1,892.5	EA	1.00	1,892.50
007	LOT #10 - Service Clamps, Concrete Cylinder For LOC Joint Pipe JCM 425 or Equal	685	EA	1.00	685.00
008	LOT #11 - Service Clamps, CC Thread, PVC, Mueller ***Continued on Next Page***	2,297	EA	1.00	2,297.00
				TOTAL	

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE

Annunzio

**COLUMBIA**

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: CORE AND MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

PURCHASE ORDER	
P.O. NUMBER	P195824
DATE	09/14/22
VENDOR I.D.	V015459
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R217483
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

FAX#

Page 2 of 4

SEDRICK.GUESS@COREANDMAIN.COM

DELIVER ITEMS TO:

WATER DISTRIBUTION
4013 W BELTLINE BLVD
BLDG. 2 - WAREHOUSE
COLUMBIA, SC 29204

SEND INVOICE TO:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	DR2S Only				
009	LOT #12 - Service Clamps, CC Thread, PVC, Mueller DR2S or JCM 404 Only	560	EA	1.00	560.00
010	LOT #13 Repair Clamps, Full Circle, Single Band For Iron Pipe, Smith-Blair #229 Only. Please Note, Smith Blair Has Three Bolts, All Others Have Only Two Bolts	2,827	EA	1.00	2,827.00
011	LOT #14 - Repair Clamps, Full Circle, Single Band For Iron Pipe, Smith-Blair #226 or Equivalent. NO JCM.	8,851	EA	1.00	8,851.00
012	LOT #15 - Meter Boxes, Plastic and Lids, DFW Boxes Only; Majority of City Has DFW Boxes, Other Brands' Lids Do Not Fit Boxes	26,236	EA	1.00	26,236.20
013	LOT #17 - Fire Hydrants, 5 1/4", To Be Painted Red, 2 1/2" Hose Nozzle with National Standard Threads, 4 1/2" Steamer Nozzle with National Standard Threads, Open Right with Mechanical Joint Connections Mueller Centurion, American Darling #B84B-5, M&H #929 Reliant, Clow Medallion, Only Acceptable	86,100	EA	1.00	86,100.00
014	LOT #18 - Brass Fittings	14,116	EA	1.00	14,116.87
015	LOT #19 - Ductile Iron Pipe and Casing, ***Continued on Next Page***	15,980	EA	1.00	15,980.00
				TOTAL	

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AUTHORIZED SIGNATURE

**COLUMBIA**

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: CORE AND MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

PURCHASE ORDER

P.O. NUMBER	P195824
DATE	09/14/22
VENDOR I.D.	V015459
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R217483
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

FAX#

Page 3 of 4

SEDRICK.GUESS@COREANDMAIN.COM

DELIVER ITEMS TO:

WATER DISTRIBUTION
4013 W BELTLINE BLVD
BLDG. 2 - WAREHOUSE
COLUMBIA, SC 29204

SEND INVOICE TO:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	BellxSpigot, 20 lf (+/- 1")				
016	LOT #20 - Fittings For Ductile Iron Pipe, Mechanical Joint	4,332	EA	1.00	4,332.00
017	LOT #21 - Dual Check and Double Check Valves	27,586	EA	1.00	27,586.25
018	LOT #25 - Meter Spuds, Meter Couplings with Bushing, (Meter Swivel Nut By Mip Thread, Short.) Must Come Already Assembled.	12,802	EA	1.00	12,802.50
019	LOT #26 - Gate Valves, Resilent Wedge, AWWA, MJXMJ (Less Accessories), Mueller 350 PSI A-2631-23 or Equal	8,380	EA	1.00	8,380.00
020	LOT #27 - Full Circle For Repair of Galvanized Pipe, Smith-Blair #244 Full Circle Redi-Clamp Only	10,778	EA	1.00	10,778.15
021	LOT #28 - Full Circle For Repair of Galvanized Pipe, Smith-Blair #245 Redi-Clamp Only	2,903.8	EA	1.00	2,903.83
022	LOT #29 - Hymax 2 Dresser Couplings, Only	3,559	EA	1.00	3,559.00
023	LOT #30 - Water Valve Boxes with Lids, Risers, & Tops Only; Sigma VB2612 or Equal	2,742	EA	1.00	2,742.00
	POC Carol Sforza 803-545-0461				
	Department of Procurement & Contracts ***Continued on Next Page***				
				TOTAL	

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A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: CORE AND MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

FAX#

PURCHASE ORDER

P.O. NUMBER	P195824
DATE	09/14/22
VENDOR I.D.	V015459
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R217483
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

Page 4 of 4

SEDRICK.GUESS@COREANDMAIN.COM

DELIVER ITEMS TO:

WATER DISTRIBUTION
4013 W BELTLINE BLVD
BLDG. 2 - WAREHOUSE
COLUMBIA, SC 29204

SEND INVOICE TO:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	Phone: 803-545-3470 procurement@columbiasc.gov				
				SALES TAX	48,078.33
				TOTAL	649,057.43

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AUTHORIZED SIGNATURE

CITY OF COLUMBIA

Dept of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, South Carolina 29201

TO: CORE AND MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

Fax:
Email: SEDRICK.GUESS@COREANDMAIN.COM

PURCHASE ORDER

PO Number	P198173
Date	03/23/2023
Vendor ID	V015459
Delivery Date	
FOB	Destination
Requisition No	R221307

Purchase Order Number must appear on all
invoices, packing lists and correspondence.

Page: 1

Deliver Items To:

WATER DISTRIBUTION
4013 W BELTLINE BLVD
BLDG. 2 - WAREHOUSE
COLUMBIA, SC 29204

Send Invoice To:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217
AccountsPayable@columbiasc.net

Item	Description	Quantity	Unit	Unit Price	Extension
0001	Lot 2 - Brass Goods	1,369.40	EA	1.00	1,369.40
	20 - 3/4" swivel curb stops (P24350RN) @ \$68.47 each				
	All Prices, Specifications, Terms and Conditions per BID039-21-22-KSB				
	This PO valid until 6/30/2023				
0002	Lot 4 - Steel Coupling For Steel Pipe	1,760.00	EA	1.00	1,760.00
	25 - 1 1/2" dresser couplings @ \$27 each				
	5 - 1 1/4" dresser couplings @ \$22 each				
	25 - 2" dresser couplings @ \$39 each				
0003	Lot 5 - Mechanical Joint Bolt & Gasket Only	500.00	EA	1.00	500.00
	20 - 8" bolt & gasket kits @ \$25 each				
0004	Lot 11 - Service Clamps "CC" Thread, PVC, Mueller DR2S Only	997.70	EA	1.00	997.70
	4 - 10x1 Mueller: 10.64-12.12 @ \$89.13 each				
	10 - 6x1 Mueller: 6.59-7.37 @ \$64.13 each				
0005	Lot 14 - Repair Clamps, Full Circle, Single Band	3,906.00	EA	1.00	3,906.00
	10 - 2 1/2" x 7 1/2" 2.70-3.00 @ \$69.00 each				
	6 - 3" x 7 1/2" 3.46-3.70 @ \$71.00 each				
	30 - 6" x 7 1/2" 6.84-7.24 @ \$93.00 each				
0006	Lot 18 - Brass Fittings	136.10	EA	1.00	136.10
	5 - 1 1/4" x 5" brass nipples @ \$12.44 each				
	5 - 1 1/4" x 6" brass nipples @ \$14.78 each				
0007	Lot 20 - Fittings for Ductile Iron Pipe, Mechanical Joint	1,720.00	EA	1.00	1,720.00
	4 - 12" Mj x Mj long solid sleeve @ \$232.00 each				
	4 - 4" Mj x Mj long solid sleeve @ \$54.00 each				
	4 - 8" Mj x Mj long solid sleeve @ \$144.00 each				
0008	Lot 21 - Dual check and Double Check	4,980.00	EA	1.00	4,980.00
	10 - 2" Double check valve - must be of brass construction, ASEE 710-U2 approved and furnished with swivel meter nut; ZURN 350XL or equal				

CITY OF COLUMBIA

Dept of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, South Carolina 29201

TO: CORE AND MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

Fax:
Email: SEDRICK.GUESS@COREANDMAIN.COM

PURCHASE ORDER	
PO Number	P198173
Date	03/23/2023
Vendor ID	V015459
Delivery Date	.
FOB	Destination
Requisition No	R221307
Purchase Order Number must appear on all invoices, packing lists and correspondence.	

Page: 2

Deliver Items To:

WATER DISTRIBUTION
4013 W BELTLINE BLVD
BLDG. 2 - WAREHOUSE
COLUMBIA, SC 29204

Send Invoice To:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217
AccountsPayable@columbiasc.net

Item	Description	Quantity	Unit	Unit Price	Extension
	2 - 1 1/2" hymax @ \$121.05 each 2 - 2" hymax @ \$127.36 each 4 - 3" hymax @ \$168.42 each 4 - 4" hymax @ \$215.78 each 8 - 6" hymax @ \$286.31 each				
	POC: Carol Sforza 803-995-0497 POC: Jennifer Craft 803-876-6190				
	Department of Procurement and Contracts Sharnetta J. Starks Phone: 803-545-4471 procurement@columbiasc.gov				
	By acceptance of this Purchase Order, the vendor/contractor/consultant agrees to abide by all applicable governing terms and conditions posted at www.columbiasc.gov/purchasing/rules-regulations				
				Sales Tax	1,590.03
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				Total	21,465.33

1. Submit all claims for payments by detailed itemized invoice in duplicate.
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6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE:

Sandra A. Wright
Purchasing Agent


COLUMBIA

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: CORE AND MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

PURCHASE ORDER	
P.O. NUMBER	P198961
DATE	06/07/23
VENDOR I.D.	V015459
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R222185
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

FAX#

Page 1 of 4

SEDRICK.GUESS@COREANDMAIN.COM

DELIVER ITEMS TO:

WATER DISTRIBUTION
4013 W BELTLINE BLVD
BLDG. 2 - WAREHOUSE
COLUMBIA, SC 29204

SEND INVOICE TO:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	REVISED PO#1				
	06/07/23 PO increased by \$5,064.60				
	All Prices, Specifications, Terms and Conditions per BID039-21-22-KSB.				
001	LOT 1 600 FT - 3/4"X100'CTS DR9 PE 250PSIBLK @ \$0.37/FT 200 FT - 1 1/2"X100'CTS DR9 PE 250PSIBLK @ \$1.30/FT	482	EA	1.00	482.00
002	LOT 2 10 - P19403 3/4 CPLG PJCTSPJCTS @ \$21.73 EA 90 - P15428 1 ADAPT PJCTSMIP @ \$20.10 EA 120 - P19120N 3/4 CPLG PJCTXFIP @ \$18.31 EA 5 - P15451N 1-1/2 CPLG PJCTXFIP @ \$71.19 EA 45 - B20200N FIP STRT BMV NO LEAD @ \$280.43 EA 20 - P15008N 1 CORP STOP CCXCP PJ @ \$243.47 EA 18 - 236B24118R2A-N 5/8X3/4X9 METER @ \$181.52 EA 12 - 237B24118R2A-N 5/8X3/4X12 METER @ \$184.78 EA 15 - P15403N 1 CPLG PJCTXPJCTS @ \$30.43 EA 10 - B2996N 1-1/2 CCXMIPT BALL CORP @ \$184.78 EA 175 - P24350RN 3/4 STRT BMV PJCTS @ \$68.47 EA	49,713.	EA	1.00	49,713.82
003	LOT 4 2 - 201-016601 1-1/4X5 STL CPLG @ \$22 EA 20 - 201-019001 1-1/2X5 STL CPLG @ \$27 EA ***Continued on Next Page***	3,877	EA	1.00	3,877.00
				TOTAL	

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AUTHORIZED SIGNATURE

Shannon Zawski

**COLUMBIA**

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: ☐ CORE AND MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

PURCHASE ORDER	
P.O. NUMBER	P198961
DATE	06/07/23
VENDOR I.D.	V015459
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R222185
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

Page 2 of 4

SEDRICK.GUESS@COREANDMAIN.COM

FAX#

DELIVER ITEMS TO:

WATER DISTRIBUTION
4013 W BELTLINE BLVD
BLDG. 2 - WAREHOUSE
COLUMBIA, SC 29204

SEND INVOICE TO:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	75 - 201-023801 2X5 STL CPLG @ \$39 EA 8 - 201-028801 2-1/2X5 STL CPLG @ \$46 EA				
004	LOT 5 15 - 4 MJ REGULAR ACC SET L/GLAND @ \$17 EA 10 - 8 MJ REGULAR ACC SET L/GLAND @ \$25 EA 6 - 12 MJ REGULAR ACC SET L/GLAND @ \$35 EA 4 - 16 MJ REGULAR ACC SET L/GLAND @ 57 EA	943	EA	1.00	943.00
005	LOT 8 5 - 16" MJ DI RESTRAINT @ \$168 EA	840	EA	1.00	840.00
006	LOT 9 JCM 402 S/S 8 - 13.10-14.38 12"X1" S/S @ \$48 EA 2 - 17.30-18.88 16"X1" S/S @ \$75 EA 1 - 25.75-25.80 24"X2" S/S @ \$115 EA	649	EA	1.00	649.00
007	LOT 12 MUELLER DR2S 4 - 404-1350x09cc 12X1CC DSS SADDL @ \$80 EA	320	EA	1.00	320.00
008	LOT 14 16 - 226-023807-000 2X7-1/2 REP CLP @ \$69 EA 4 - 226-023812-000 2X12-1/2 REP @ \$113 EA 6 - 226-035007-000 3X7-1/2 REP CLP @ \$71 EA	1,982	EA	1.00	1,982.00
009	LOT 18 ***Continued on Next Page***	428.75	EA	1.00	428.75
				TOTAL	

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Columbia, South Carolina 29201

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1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

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VENDOR I.D.	V015459
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Page 3 of 4

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COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	25 - 3/4" BRASS CPLGS @ \$3.19 EA 100 - 3/4" CLOSE BRASS NIPPLES @ \$1.19 EA 5 - 2 1/2"X2" BRASS REDUCERS @ \$34 EA				
010	LOT 20 6 - 16"X15 MJ DI SLEEVE @ \$444 EA	2,664	EA	1.00	2,664.00
011	LOT 21 624 - 1X3/4 WI UFMXUF 700XL DUAL CK @ \$32.65 EA 15 - 2 WILKINS 350XL DOUBLE CHECK @ \$498 EA	28,431	EA	1.00	28,431.30
012	LOT 25 575 - 3/4 METER CPLG (EACH) NO LEAD @ \$7.05 EA	7,825.5	EA	1.00	7,825.50
013	LOT 27 28 - 244-019003-00 1-1/2X3 REP CLP @ \$25.39 EA 30 - 244-023803-000 2X3 REP CLP @ \$25.70 EA	1,431.5	EA	1.00	1,431.52
014	LOT 28 30 - 245-019003-000 1-1/2X3 REP CLP @ \$7.35 EA 16 - 245-019006-000 1-1/2X6 REP CLP @ \$13.86 EA 30 - 245-023803-000 2X3 REP CLP @ \$9.58 EA	729.66	EA	1.00	729.66
015	LOT 29 2 - 860-54-0041-16 1-1/2 HYMAX 2 @ \$115 EA 8 - 860-54-0054-16 2 HYMAX 2 FLIP @ \$121 EA 4 - 860-54-0088-16 3 HYMAX 2 FLIP @ \$160 EA 15 - 860-54-0163-16 6 HYMAX 2 FLIP @ \$272 EA	5,918	EA	1.00	5,918.00
Continued on Next Page					
TOTAL					

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Columbia, South Carolina 29201

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SAINT LOUIS, MO 63146

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BLDG. 2 - WAREHOUSE
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PURCHASE ORDER

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DELIVERY DATE	
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REQUISITION NO	R222185
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Page 4 of 4

SEDRICK.GUESS@COREANDMAIN.COM

SEND INVOICE TO:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
016	LOT 30 75 - 1" VALVE BOX RISER IMP @ \$7.10 EA 30 - 2" VALVE BOX RISER IMP @ \$11.00 EA 10 - 461-S VALVE BOX COMPLETE @ \$52 EA 15 - 461-S VALVE BOX SCREW TOP SECT @ \$19 EA	1,997.5	EA	1.00	1,997.50
017	LOT 15 500 - DFW 1200.12 BODY @ \$10.35 EA 1000 - 12X17 REC STD BLK W/TOUCH READ @ \$7.75 EA POC Carol Sforza 803-545-0461 Department of Procurement & Contracts Phone: 803-545-3470 procurement@columbiasc.gov	12,925	EA	1.00	12,925.00
SALES TAX					9,692.64
TOTAL					130,850.69

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AUTHORIZED SIGNATURE

Shannon L. Zewski



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to Ratify the approval of Project SS7433; Emergency Wastewater Repair Project at Summerlea Drive, as requested by Columbia Water. Award to LAD Construction, LLC in the amount of \$1,054,091.50. This contractor is located in Swansea, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Project - Cunningham/Johnson/Cramer - Capital Project Costs (5529999-SS743301-658650). The original budget amount is \$1,054,091.50.

Sec. 2-204.-Item (6) 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 regulation, or except as otherwise provided in this article: Emergency procurements

ATTACHMENTS:

- **#a:** Summerlea Drive Emergency Procurement (PDF)

JUSTIFICATION FOR
Requisition# R212832
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure emergency utility construction services
for the installation of Project SS7433 Cunningham Summerlea Cramer ⁽¹⁾Wastewater Repair

Project to replace pipe segments that have recently collapsed and failed.

as an emergency procurement from LAD Construction, LLC

(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

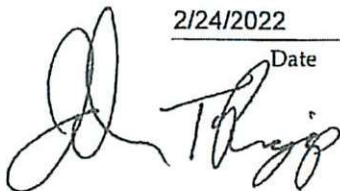
This was determined an emergency due to the location of the failed pipe in residential
front yards, continual bypass pumping required to maintain sewer service to residential

properties, and repairs that would be abandoned by the SS7433 project.

We obtained three quotes for this work. LAD Const was the low quote with a
total cost of \$1,054,091.50, which includes a 10% contingency of \$95,826.50

2/24/2022

Amount\$ 1,054,091.50

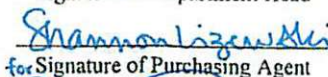


Date

2/24/22

Signature of Department Head

Date



2/25/2022 KSH

for Signature of Purchasing Agent

Date



2/25/2022

Signature of Finance Director

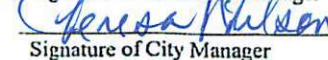
Date



2/28/2022

Signature of Asst. City Manager

Date



2/28/2022

Signature of City Manager

Date

***Form must be routed in
the order of the signatures***

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rcv 05/14/18 Form 0102

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



February 18, 2022

Mr. John Riggs, P.E.
City of Columbia
Wastewater Project Manager
1136 Washington St.
Columbia, SC 29201

Re: SS7433 Cunningham Summerlea Cramer Wastewater Repair Project

Dear Mr. Riggs,

We have reviewed the bids collected on the bid date of 2-17-22 and find that the low bidder, LAD Construction, LLC bid is complete and meets the requirements outlined in the City procurement policies. LAD Construction, LLC has provided the lowest bid for this project of \$958,265.00 plus a 10% contingency fee of \$95,826.50 making a total of \$1,054,091.50.

Based on this information Chao & Associates, Inc. recommends the award of this construction project to LAD Construction, LLC.

Thank you for the opportunity to assist the City of Columbia with the design of this project and should you should have any questions, please do not hesitate to call us.

Sincerely,
Chao & Associates, Inc.

James M. Futter, PE
Project Manager

cc: Mike Leath, CW2020
Jamie Kelso, PE CW2020



Name of Project: SS7433 - Cunningham Summerlee Cramer Wastewater Repair Project

Location of Project: Columbia, SC

Project Number: 389103

Bld Tabulation

Date: February 18, 2022

Notes: Engineers cost was done in February 2021



No.	Item	Qty.	Unit	Engineer		GH Smith		Mc Clam		Lad Construction	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BID ITEMS											
1	Clear & Grub	2.5	AC	\$8,000.00	\$20,000.00	\$12,000.00	\$30,000.00	\$17,500.00	\$44,000.00	\$85,000.00	\$162,500.00
2	By-pass pumping (Cunningham)	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$26,352.00	\$26,352.00	\$25,000.00	\$25,000.00
3	8" PVC Sewer Main 0'-6"	532	LF	\$75.00	\$39,900.00	\$180.00	\$95,760.00	\$24.00	\$12,768.00	\$100.00	\$53,200.00
4	8" PVC Sewer Main 6'-8"	574	LF	\$80.00	\$45,920.00	\$200.00	\$114,800.00	\$24.00	\$13,776.00	\$110.00	\$63,140.00
5	8" PVC Sewer Main 8'-10"	65	LF	\$85.00	\$5,525.00	\$300.00	\$19,500.00	\$24.00	\$1,560.00	\$120.00	\$7,800.00
6	8" PVC Sewer Main 10'-12"	53	LF	\$90.00	\$4,770.00	\$400.00	\$21,200.00	\$30.00	\$1,590.00	\$135.00	\$7,125.00
7	8" DIP Sewer Main 0'-6"	75	LF	\$80.00	\$6,000.00	\$250.00	\$18,750.00	\$22.00	\$1,650.00	\$185.00	\$13,925.00
8	8" DIP Sewer Main 6'-8"	206	LF	\$85.00	\$17,510.00	\$300.00	\$61,000.00	\$22.00	\$4,532.00	\$175.00	\$36,125.00
9	8" DIP Sewer Main 8'-10"	123	LF	\$90.00	\$11,070.00	\$380.00	\$46,740.00	\$22.00	\$2,706.00	\$175.00	\$21,525.00
10	8" DIP Sewer Main 10'-12"	6	LF	\$85.00	\$510.00	\$400.00	\$2,400.00	\$22.00	\$132.00	\$180.00	\$1,080.00
11	Manhole 0'-6"	4	EA	\$5,000.00	\$20,000.00	\$8,000.00	\$32,000.00	\$7,460.00	\$29,840.00	\$4,225.00	\$16,900.00
12	Manhole 6'-8"	2	EA	\$5,500.00	\$11,000.00	\$10,000.00	\$20,000.00	\$9,160.00	\$18,320.00	\$5,200.00	\$10,400.00
13	Manhole 10'-12"	1	EA	\$8,500.00	\$8,500.00	\$20,000.00	\$20,000.00	\$10,855.00	\$10,855.00	\$6,150.00	\$6,150.00
14	Manhole (dog house) 0'-6"	3	EA	\$9,000.00	\$27,000.00	\$14,000.00	\$42,000.00	\$12,600.00	\$37,800.00	\$5,100.00	\$15,300.00
15	Manhole (dog house) 10'-12"	1	EA	\$7,000.00	\$7,000.00	\$22,000.00	\$22,000.00	\$13,315.00	\$13,315.00	\$2,650.00	\$2,650.00
16	Concrete fill in MH bases	2	EA	\$5,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$13,315.00	\$26,630.00	\$8,000.00	\$16,000.00
17	Tie to existing manhole	5	EA	\$2,000.00	\$10,000.00	\$5,000.00	\$25,000.00	\$14,232.00	\$71,160.00	\$2,500.00	\$12,500.00
18	Check Dam	1	EA	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$427.00	\$427.00	\$2,250.00	\$2,250.00
19	Disconnect existing sewer service and reconnect to new sewer line	15	EA	\$2,000.00	\$30,000.00	\$4,000.00	\$60,000.00	\$3,715.00	\$55,725.00	\$2,000.00	\$39,000.00
20	Demolition & removal of existing 8" sewer (Cunningham)	170	LF	\$50.00	\$8,500.00	\$300.00	\$51,000.00	\$250.00	\$42,500.00	\$30.00	\$5,100.00
21	Demolition & removal of existing manhole (Cunningham)	1	EA	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$7,800.00	\$7,800.00	\$2,500.00	\$2,500.00
22	Demolition & removal of existing piers for 8" sewer (Cunningham)	5	EA	\$800.00	\$4,000.00	\$2,000.00	\$10,000.00	\$810.00	\$4,050.00	\$1,000.00	\$5,000.00
23	Demolition of existing MH (remove top to 2' below grade & add flowable fill)	7	EA	\$2,000.00	\$14,000.00	\$2,500.00	\$17,500.00	\$2,850.00	\$19,950.00	\$2,000.00	\$14,000.00
24	Abandonment of existing sewer mains with flowable fill	47	CV	\$500.00	\$23,500.00	\$450.00	\$21,150.00	\$460.00	\$21,620.00	\$550.00	\$25,950.00
25	6" service wye	15	EA	\$1,000.00	\$15,000.00	\$500.00	\$7,500.00	\$3,300.00	\$49,500.00	\$2,500.00	\$37,500.00
26	Silt Fence for Sediment & Erosion Control	1740	LF	\$80.00	\$139,200.00	\$200.00	\$348,000.00	\$80.00	\$139,200.00	\$15.00	\$22,500.00
27	SDOT asphalt pavement, 4" binder, 6" black base	20	SY	\$50.00	\$1,000.00	\$400.00	\$8,000.00	\$397.00	\$7,940.00	\$350.00	\$7,000.00
28	SDOT Overlay 2" asphalt surface course	20	SY	\$50.00	\$1,000.00	\$250.00	\$5,000.00	\$61.00	\$1,220.00	\$300.00	\$6,000.00
29	6" concrete driveway remove and replace	50	SY	\$200.00	\$10,000.00	\$300.00	\$15,000.00	\$122.00	\$6,100.00	\$200.00	\$10,000.00
30	Storm Drainage Ditch	1	LS	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$51,240.00	\$51,240.00	\$39,000.00	\$39,000.00
31	Storm Drainage check dam	1	EA	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$3,916.00	\$3,916.00	\$9,000.00	\$9,000.00
32	30" RCP repair at Summerlee	1	EA	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$3,916.00	\$3,916.00	\$4,000.00	\$4,000.00
33	30" RCP	84	LF	\$75.00	\$6,300.00	\$400.00	\$33,600.00	\$34,160.00	\$287,680.00	\$200.00	\$16,800.00
34	Headwall	2	EA	\$2,000.00	\$4,000.00	\$12,000.00	\$24,000.00	\$15,600.00	\$31,200.00	\$25,000.00	\$50,000.00
35	Aspen - rip rap	2	LS	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00	\$2,865.00	\$5,730.00	\$3,500.00	\$7,000.00
36	Wood fence replacement	75	LF	\$50.00	\$3,750.00	\$100.00	\$7,500.00	\$70.00	\$5,250.00	\$125.00	\$9,375.00
37	Erosion matting	3225	SF	\$5.00	\$16,125.00	\$3.00	\$9,675.00	\$3.00	\$9,675.00	\$3.00	\$9,675.00
38	Maintenance protection of Traffic and Traffic Control	2	LS	\$4,000.00	\$8,000.00	\$10,000.00	\$20,000.00	\$6,160.00	\$12,320.00	\$15,000.00	\$30,000.00
39	57 Stone (if needed)	12	Ton	\$50.00	\$600.00	\$100.00	\$1,200.00	\$37.00	\$444.00	\$40.00	\$480.00
40	Construction Surveying	1	LS	\$8,250.00	\$8,250.00	\$5,000.00	\$5,000.00	\$9,760.00	\$9,760.00	\$15,000.00	\$15,000.00
41	Clean up & grading	1	LS	\$9,000.00	\$9,000.00	\$15,000.00	\$15,000.00	\$40,865.00	\$40,865.00	\$25,000.00	\$25,000.00
42	Record Drawings	1	LS	\$7,750.00	\$7,750.00	\$5,000.00	\$5,000.00	\$8,100.00	\$8,100.00	\$30,000.00	\$30,000.00
43	Testing & Certification	1	LS	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$33,757.00	\$33,757.00	\$15,000.00	\$15,000.00
44	Post rehabilitation Sanitary Sewer CCTV inspection	1634	LP	\$5.00	\$8,170.00	\$5.00	\$8,170.00	\$9.00	\$14,706.00	\$10.00	\$16,340.00
Subtotal					\$402,984.00		\$606,285.00		\$1,205,516.00		\$1,810,265.00
45	Mobilization	1	LS	\$20,500.00	\$20,500.00	\$20,000.00	\$20,000.00	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00
Subtotal					\$20,500.00		\$20,000.00		\$60,000.00		\$40,000.00
10% Contingency					\$20,500.00		\$20,000.00		\$60,000.00		\$40,000.00
Estimated Construction Opinion of Probable Cost					\$553,984.00		\$806,285.00		\$1,325,516.00		\$1,890,265.00
Total for Cunningham Summerlee Cramer Wastewater Repair Project					\$553,984.00		\$806,285.00		\$1,325,516.00		\$1,890,265.00
Total for Cunningham Summerlee Cramer Wastewater Repair Project					\$1,054,091.50		\$1,392,069.50		\$1,854,091.50		\$2,346,161.50



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Project SS735002; Crane Creek Upper North Branch Gravity Sewer Capacity Improvements, as requested by Columbia Water on May 4, 2023. Award to GH Smith Construction, LLC, in an amount not to exceed \$2,917,765.13, which includes contingency. This contractor is located in Columbia, SC.

REQUISITION NO.: R222067

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Grants - SC Department of Corrections Crane Creek Branch Extension - Capital Project Costs (5589999-DCSS735002-658650). The original budget amount is \$2,917,765.13.

CLEAN WATER 2020?: No

PURPOSE:

GH Smith Construction, Inc. is the prime contractor and will provide sewer installation services at 61.23% (\$1,624,178.75) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Smoak Construction, LLC, a Minority Business Enterprise (W), located in Little Mountain, SC, will provide sewer/manhole installations at 10.00% (\$265,251.00) of the total contract amount.

DS Utilities, LLC, located in Little Mountain, SC, will provide clearing/tree removal at 2.34% (\$62,000.00) of the total contract amount.

Fortiline Waterworks, located in Columbia, SC, will provide pipe/fittings/manholes at 23.18% (\$614,784.00) of the total contract amount.

Chao & Associates, a Minority Business Enterprise, located in Columbia, SC, will provide staking and as-builts at 0.99% (\$26,300.00) of the total contract amount.

Martin Marietta, located in Columbia, SC, will provide rock at 2.26% (\$60,000.00) of the total contract amount.

There were four (4) responsive and responsible bids received for this project under BID032-22-23-LB.

The total construction time allocated for this project is three hundred sixty five (365) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$2,652,513.75
Contingency (10%)	\$ 265,251.38
Total	\$2,917,765.13

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#b:** Official Bid Tabulation (PDF)
- **#d:** GH Smith BIR Form (PDF)

Contract

City of Columbia, South Carolina

Crane Creek Upper North Branch Gravity Sewer Capacity Upgrade

SS7350-02

BID032-22-23-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **GH Smith Construction, Inc.**, with legal address and principal place of business at **430 Shuler Court Columbia, SC 29212**, 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 **AECOM**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **three hundred sixty-five (365)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **three hundred ninety-five (395)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Two Million Six Hundred Fifty-Two Thousand Five Hundred Thirteen Dollars and Seventy-Five Cents (\$2,652,513.75)**. This Contract also provides for an additional contingency in the amount of **Two Hundred Sixty-Five Thousand Two Hundred Fifty-One Dollars and Thirty-Eight Cents (\$265,251.38)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for substantial completion and **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day of the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

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

ARTICLE 8. ASSURANCE.

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems

necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications" and Part 17 "Specifications for Sanitary Sewer" both of the City of Columbia's Engineering Regulations.

9.2.8 Contract Documents and Specifications.

9.2.9 Drawings, numbered 1 through 14, inclusive and dated February 1, 2023.

9.2.10 Location Map.

9.2.11 Addenda numbers 1 to 3, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	Bid032-22-23-LB Addendum 4	Organization	City of Columbia, SC
Event Title	Crane Creek Upper North Branch Extension	Workgroup	Purchasing
Event Description	Pre-Bid Meeting(non-mandatory but highly	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	5/11/2023 03:45:02 PM (ET)	Phone	
Close Date	6/8/2023 10:00:00 AM (ET)	Fax	OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
G H Smith Construction, Inc	Columbia	SC	6/8/2023 09:35:44 AM (ET)	3	\$1,446,890.00
DS Utilities Inc	Little Mountain	SC	6/8/2023 09:34:49 AM (ET)	3	\$1,730,501.19
LAD Construction, LLC	Swansea	SC	6/8/2023 09:48:25 AM (ET)	3	\$2,775,433.00
Williams Infrastructure, LLC	Lexington	SC	6/8/2023 09:29:33 AM (ET)	3	\$2,819,532.00

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

These numbers are the base bid amounts

Business Information Record for Subconsultants/Subcontractors Page 35

Bid 032-22-23 Crane Creek Upper North Branch Extension (SS7350-02)

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Smoak Construction LLC 989 Holy Trinity Ch. Rd Little Mtn., SC 29075 DUN#013744192	V015917	Sewer/manhole install	\$265,251.00	10.00%	WBE, LBE CDBE	FB
DS Utilities LLC Little Mtn, SC	V006906	Clearing / Tree removal	\$62,000.00	2.34%	LBE	
Fortiline Waterworks 120 N. Shorecrest Dr Columbia SC 29212		Pipe/fittings/ manholes	\$614,784.00	23.18%		
Chao & Associates 7 Clusters Ct Columbia SC 29210	V001545	Staking As - built	\$26,300.00	0.99%	CDBE, LBE, SBE	AM
Martin Marietta Columbia SC		Rock	\$60,000.00	2.26%		

Key: Minority/Women Owned Business Enterprise Association Code

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

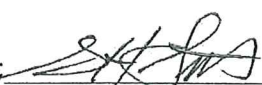
AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

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

COMBINED TOTAL SUB AMOUNT: \$ 1,028,335.00

TOTAL CONTRACT AMOUNT: \$ 2,652,513.75

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

Business Name: GH Smith Construction Inc 6/7/23 By: 



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve a new Contract for Project SS743701; Miscellaneous Lift Station Improvements & Backup Power Additions, as requested by Columbia Water on March 24, 2022. Award to Shady Grove Construction, LLC in an amount not to exceed \$5,140,772.87, which includes contingency. This contractor is located in Irmo, SC.

REQUISITION NO.: R215670

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water and Sewer Improvements (5529999-SS7437-01-658650). The original budget amount is \$5,140,772.87.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 23% CDBE goal. The CDBE percentage is currently at 14.35%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. Shady Grove Construction, LLC is the contractor and will provide lift station improvement services at 51.93% (\$2,426,811.40) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Fortiline Waterworks, located in Columbia, SC, will provide pipe appurtenances at 9.53% (\$445,375.00) of the total contract amount.

Generator Power Systems, Inc., a Minority Business Enterprise and CDBE located in Irmo, SC, will provide generators at 14.35% (\$670,480.00) of the total contract amount.

CITI, Inc., a Minority Business Enterprise (W) located in Charlotte, NC, will provide the control panel at 2.45% (\$114,718.00) of the total contract amount.

Gregory Electric Company, located in Columbia, SC, will provide electrical services at 21.74% (\$1,016,000.00) of the total contract amount.

There were three (3) responsive and responsible bids received for this project under BID025-22-23-LB.

The total construction time allocated for this project is three hundred sixty (360) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$4,673,384.43
Contingency (10%)	\$ 467,338.44
Total	\$5,140,722.87

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#c:** BID025-22-23-LB_Official_Bid_Tabulation (1) (PDF)
- **#d:** Shady Grove OBO Memo (PDF)
- **#e:** SGC BIR Form (PDF)
- **#f:** MT Memo Item SS743701 (DOCX)

Contract

City of Columbia, South Carolina

SS7437

Miscellaneous Lift Station Improvements and Backup Power Additions (CDBE)

BID025-22-23-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Shady Grove Construction, LLC**, with legal address and principal place of business at **1540 Dutch Fork Road, Irmo, SC 29063**, 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 **Michael Baker International, Inc.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **three hundred sixty (360)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **three hundred ninety (390)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Four Million Six Hundred Seventy-Three Thousand Three Hundred Eighty-Four Dollars and Forty-Three Cents (\$4,673,384.43)**. This Contract also provides for an additional contingency in the amount of **Four Hundred Sixty-Seven Thousand Three Hundred Thirty-Eight Dollars and Forty-Four Cents (\$467,338.44)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewer" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.8 Location Map.

9.2.9 Contract Documents.

9.2.10 Drawings, numbered C0.01 through E20.01, inclusive and dated October 26, 2022.

9.2.11 Addenda numbers 1 to 8, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

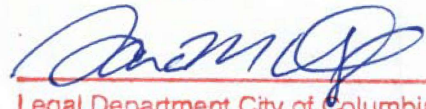
Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	Bid025-22-23-LB Addendum 3	Organization	City of Columbia, SC
Event Title	Miscellaneous Lift Station Improvements &	Workgroup	Purchasing
Event Description	Invitation for Bid Opening will be held on Ju	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	5/9/2023 11:30:01 AM (ET)	Phone	
Close Date	6/20/2023 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Shady Grove Construction, LLC	Irmo	SC	6/20/2023 09:45:38 AM (ET)	1	\$4,673,484.43
Williams Infrastructure, LLC	Lexington	SC	6/20/2023 09:22:39 AM (ET)	1	\$5,927,963.00
TCO Construction Inc	Sumter	SC	6/20/2023 09:16:09 AM (ET)	1	\$7,197,449.70

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

* The original amount for Shady Grove stated \$4,663,384.43 but due to a mathematical error the actual total is \$4.673,484.43*



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Gary Porth, Construction Procurement Manager
Department of Procurement and Contracts

LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts

FROM: Cassandra Fletcher, Compliance Administrator
Office of Business Opportunities

DATE: April 26, 2023

SUBJECT: BID025-22-23-LB Miscellaneous Lift Station Improvements & Backup Power Additions (SS7437) (CDBE)

Shady Grove Construction, LLC has submitted a letter of commitment agreeing to meet at least 50% of the 23% goal designated for the above referenced solicitation. Submittal of good faith effort documentation was not required. The CDBE commitment letter of 11.5% will serve as a sworn affidavit and adheres to the CDBE guidelines. If selected, offeror agrees to maintain or increase their CDBE goal percentage throughout the duration of the project. **Shady Grove Construction, LLC is** hereby deemed compliant **for** the Columbia Disadvantage Business Enterprise Program (CDBE).

The Office of Business Opportunities' recommendation is to move offeror **Shady Grove Construction, LLC** forward to the next phase of IFB process.

Cassandra Fletcher
Compliance Administrator

April 26, 2023
Date

Office of Business Opportunities - Compliance

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortiline Waterworks DUNS# 007929938 CAGE# 4JWU7	V001462	Pipe Appurtenances	\$445,375.00	9.53 %		
Generator Power Systems, Inc. DUNS# 081349197 CAGE# 86EJ2	V017718	Generators	\$670,480.00	14.35 %	CDBE	
CITI Inc DUNS# CAGE#	V014057	Control Panel	\$114,718.00	2.45 %	SBE	
Gregory Electric Company DUNS# 003364392 CAGE# 0UDD5	V006933	Electrical	\$1,016,000.00	21.74 %		
				%		
				%		

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: \$ 2,246,573.00

TOTAL CONTRACT AMOUNT: \$ 4,673,384.43

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

Business Name: Shady Grove Construction, LLC

Representative Name/Title: Erica M Richardson, Managing Member

Date: June 20, 2023



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve AIA Amendment for Project SS7568; a Construction Manager At-Risk (CMAR) Project for Saluda River Force Main Extension, as requested by Columbia Water. Award to McClam and Associates, Inc. in an amount not to exceed \$11,741,486.01, which includes contingency. This firm is located in Little Mountain, SC.

REQUISITION NO.: R209914

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects, Saluda River Force Main Extension, Capital Projects Cost (5529999-SS756801-658650). The current budget amount is \$120,000.00. The budget amount of this amendment is \$11,741,486.01. The total revised amendment amount is \$11,861,486.01.

CLEAN WATER 2020?: Yes

PURPOSE:

This is a Columbia Disadvantaged Enterprise (CDBE) program project with a 7% CDBE goal. The CDBE percentage is currently at 3.50%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. McClam & Associates, Inc. is the prime contractor and will provide construction management services at 45.70% (\$4,878,281.03) of the total amendment amount.

The following subcontractors/suppliers will provide additional services/supplies:

Fortiline Waterworks, located in Columbia, SC, will provide waterworks dewatering bag hatches and plugs at 0.05% (\$4,825.60) of the total amendment amount.

Tindall Corporation, located in Spartanburg, SC, will provide precast manholes at 1.75% (\$187,168.32) of the total amendment amount.

Dunn -Right Services, located in Florence, SC, will provide manhole epoxy lining at 1.08% (\$114,848.36) of the total amendment amount.

Thomas Concrete, located in Columbia, SC, will provide flowable fill & concrete at .21%

(\$22,496.70) of the total amendment amount.

Xylem, located in Summerville, SC, will provide bypass pumping services at 4.32% (\$461,132.10) of the total amendment amount.

Bradshaw Construction, located in Eldersburg, MD, will provide tunneling services at 34.11% (\$3,641,000.00) of the total amendment amount.

Thompson Pipe Group, located in Grand Prairie, TX, will provide Fiber Reinforced Plastic (FRP) Pipe at 7.71% (\$822,891.96) of the total amendment amount.

Chao & Associates, Inc., a Minority Business Enterprise and CDBE located in Columbia, SC, will provide surveying at 0.12% (\$12,700.00) of the total amendment amount.

Herndon Inc., a Minority Business Enterprise (W) and DBE located in Lugoff, SC, will provide erosion control, silt fence and grassing at 0.54% (\$57,292.50) of the total amendment amount.

LA Barrier & Son, Inc. a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide stone and hauling at 2.84% (\$303,451.62) of the total amendment amount.

Palmetto Rock Services, located in Spartanburg, SC, will provide rock blasting services at 1.57% (\$167,990.00) of the total amendment amount.

Contract amendment #2 is requested to provide funding for the installation of approximately 2,190 LF of 48-inch gravity sewer pipe and 11 manholes to replace an existing 42-inch gravity sewer along the south bank of the Saluda River. The project includes a trenchless crossing of the Saluda Mill ruins.

The substantial completion time allocated for this project is three hundred thirty (330) calendar days from the date of execution of this amendment.

Base Amount	\$10,674,078.19
Owner's Contingency (10%)	\$1,067,407.82
Total	\$11,741,486.01

ATTACHMENTS:

- **#a:** MT Memo Item SS7568 (DOCX)
- **#b:** CA#2 McClam SS7568 Saluda FM Ext. - AIA A133ExhibitA-20 (PDF)
- **#c:** OBO and Outreach - CA#2 McClam SS7568 Saluda FM Ext. - (PDF)

- #d: CIP Checklist - CA#2 McClam SS7568 Saluda FM Ext. - AIA A133ExhibitA-2019 GMP (PDF)
- #e: Attachment A Statement of GMP
- #f: Attachment B Drawings
- #g: Attachment C Specifications

AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the ____ day of _____ in the year _____, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20th day of March in the year 2023 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

SS7568 Saluda River Forcemain Extension
Columbia, SC

This project includes installation of approximately 2,190 LF of 48-inch gravity sewer pipe and 11 manholes to replace an existing 42-inch gravity sewer along the south bank of the Saluda River. The project includes a trenchless crossing of the Saluda Mill ruins.

THE OWNER:
(Name, legal status, and address)

City of Columbia
Office of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

McClam & Associates, Inc.
1642 Holy Trinity Road
Little Mountain, SC 29075

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed \$10,674,078.19, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s

contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

SEE ATTACHMENT A

§ A.1.1.3 The Construction Manager's Fee is as follows:

12% markup on self-performed work; 12% markup on subcontracted work

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☒ The date of execution of this Amendment.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than 330 calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ **A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ **A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ **A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ **A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A	N/A	N/A	N/A

§ **A.3.1.2** The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

SEE ATTACHMENT C

§ **A.3.1.3** The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

SEE ATTACHMENT B

§ **A.3.1.4** The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A	N/A	N/A

Other identifying information:

§ **A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
N/A	N/A

§ **A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

SEE ATTACHMENT D

§ **A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

SEE ATTACHMENT E

This Amendment to the Agreement entered into as of the day and year first written above.

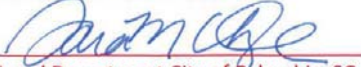
OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

APPROVED AS TO FORM


Legal Department City of Columbia, SC

07/13/2023

ASSUMPTIONS & CLARIFICATIONS

CONTINGENCY AND MOBILIZATION CLARIFICATIONS

1. Included in the CMAR's Guaranteed Maximum Price proposal is a Contingency fund for the CMAR's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Contingency shall only be used for costs expressly described in AIA A133-2019 section 7.1 through 7.7. These costs may include, but are not necessarily limited to: (a) increases to cost of Work resulting from refinement, development and completion of the Contract Documents; (b) items not identified/incorporated during constructability reviews; (c) overtime or acceleration; (d) correction of defective, damaged, or non-conforming Work, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the CMAR, and only to the extent that the cost of repair or correction is not recovered by the CMAR from insurance, sureties, Subcontractors, suppliers, or others; (e) subcontractor defaults; (f) material and subcontract cost escalation.

The CMAR is required to account for the Contingency amounts on the monthly pay applications and shall notify the Owner of all anticipated or reasonably possible charges against the Contingency in the upcoming three months. As Contingency funds are used for eligible expenses the funds should be allocated to the appropriate work item on the Schedule of Values and the Contingency reduced by the corresponding amount. The Contingency is not available to the Owner for any reason, including changes in scope or any other item which would allow the CMAR to increase the GMP under the contract documents. CMAR agrees that in the case of a Subcontractor default or an event for which insurance or bond may provide reimbursement the CMAR will take reasonable steps in good faith to obtain performance from the Subcontractor and/or receive compensation from any surety or insurance company. Unused Contingency funds are not considered part of the Contract Sum and Contingency funds remaining at time of Final Payment shall be returned to the Owner.

2. CMAR mobilization and demobilization are considered lump sum payment items and will not require documentation of actual costs incurred or be eligible for use of Contingency. Payment for mobilization shall be made in two equal installments coinciding with the first two (2) monthly payment requisitions, contingent upon Owner acceptance of the baseline construction schedule, compliance with Section 01490 and demonstration of satisfactory construction progress, as determined by the Owner/Engineer. Payment for demobilization shall be made in one payment when the CMAR has completed all construction activity, including final cleanup, punch list Items, compliance with Section 01490 and satisfactory submission of Record Drawings. These requirements do not apply to mobilization and demobilization costs for subcontractors which will be paid based on actual costs incurred by the CMAR in accordance with the contract documents. The lump sum values for CMAR mobilization and demobilization are as follows:
 - a. Mobilization - \$26,000.00
 - b. Demobilization - \$26,000.00

CMAR COST ESTIMATE ASSUMPTIONS

1. The Lengths and quantities are based off the plans and specification provided by Stantec
2. Minor traffic control is anticipated and should be for unloading and loading equipment and materials
3. Sediment and Erosion control quantities were based on the Plans provided by Stantec. Adjustments to erosion control may be required once an approved land disturbance permit is obtained.
4. Clearing and Grubbing include shinn cutting for entry and exit shafts and additional clearing along the Sewer ROW.
5. Surface restoration included temporary and permanent grassing of the ROW and lay down yards
6. Dewatering of force main includes surface pumps and dewatering bags. Major dewatering is not anticipated.
7. Any excessive restoration is not included and if required by any easement agreement will need to be reviewed.
8. Dewatering of Gravity sewer includes major dewatering it included well pointing if needed and trench dewatering pumps.
9. Rock was estimated based on minimum pay width of 5' wide and 5' deep.
10. By pass pumping was designed on the max daily flow rate of 27.5 MGD.
11. Price was based on using Dominion Energy ROW of Mohawk Dr. and access off Riverview Drive (Canaday property)
12. Pricing does not include any special requirements from the Zoo above standard grading and grassing or special requirements around the existing bridge.
13. Pricing is based on using conventional drill and blast excavation.
14. Pricing based on one mobilization/demobilization
15. Pricing does not include the removal and disposal of any hazardous materials.
16. Pricing is based on bypass pumping only during tie ins and gravity sewer installation. It is not anticipated that by pass pumping will be required during tunnel installation.
17. Pricing does not include any special requirements that may be included in Dominion Energy easement agreements.
18. Pricing based on using precast concrete structures except for manholes 21+87.21 and 22+02.21 which will be polymer manholes.

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortiline Waterworks	N/A	Waterwork dewatering bag hatches, plugs	\$4,825.60	.045%	None	none
Tindall Corporation	N/A	Precast manholes	\$187,168.32	1.75%	None	none
Dunn-Right Services	N/A	Manhole epoxy lining	\$114,848.36	1.075%	None	None
Thomas Concrete	N/A	Flowable Fill & concrete	\$22,496.70	.21%	None	None
Xylem	N/A	Bypass pumping	\$461,132.10	4.32%	None	None
Bradshaw Construction	N/A	Tunneling	\$3,641,000.00	34.11%	None	None

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: \$ 4,431,471.08 (cont.)

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: McClam & Associates, Inc.

Representative Name/Title: C. Wayne Bye Project Manager

Date: 3-20-2023

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Thompson Pipe Group	N/A	FRP Pipe	\$822,891.96	7.71%	None	None
Chao and Associates	V001545	Survey	\$12,700.00	.119%	CDBE	AM
Herndon Incorporated	N/A	Erosion Control, silt fence, grassing	\$57,292.50	.537%	WBE	FB
LA Barrier & Son	V000047	Stone and Hauling	\$303,451.62	2.84%	CDBE	FB
Palmetto Rock Services	N/A	Rock Blasting	\$167,990.00	1.57%	None	None
				%		

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: \$ 5,795,797.16

TOTAL CONTRACT AMOUNT: \$ 10,674,078.53

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

Business Name: McClam & Associates, Inc.

Representative Name/Title: C. Wayne Bye Project Manager

Date: 3-20-2023

5/3/22 City of Columbia Form 0710 V.2

Business Information for Subconsultants/Subcontractors - continued**List information for each Subcontractor or Subconsultant below.****1) Subcontractors Company information (Primary/Main office location)**

Dunn-Right Services, Inc.

Company Name

1516 W. Palmetto St.

Physical Address

Mailing Address

Florence, SC 29501

City/State Zip Code + 4

(843) 317-1144

Phone number

(843) 317-1184

Fax number

Gregg Davis

N/A

Primary Contact Name

Secondary Contact Name

Gregg@dunnright.com

Primary Contact Email Address

Secondary Contact Email Address

N/A

Federal ID #

Vendor #

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

Thomas Concrete

Company Name

500 Wildlife PKWY

Physical Address

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

(912) 239-7588

Phone number

() N/A

Fax number

Scott Rakin

N/A

Primary Contact Name

Secondary Contact Name

Scott.rankin@thomasconcrete.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Fortiline Waterworks

Company Name

120 North Shorecrest Rd.

Physical Address

Mailing Address

Columbia, SC 29209

City/State Zip Code + 4

(803) 807-8533
Phone number() N/A
Fax number

Brian Kinder

Hayne McCall

Primary Contact Name

Secondary Contact Name

Brian.kinder@fortiline.comHayne.mcCall@fortiline.com

Primary Contact Email Address

Secondary Contact Email Address

N/A

Federal ID #

Vendor #

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

Tindall Corporation

Company Name

2273 Hayne St.

Physical Address

Mailing Address

Spartanburg, SC 29301

City/State Zip Code + 4

(864) 590-5678
Phone number() N/A
Fax number

Matt Goodner

N/A

Primary Contact Name

Secondary Contact Name

mattgoodner@tindallcorp.com

Primary Contact Email Address

Secondary Contact Email Address

N/A

Federal ID #

Vendor #

Business Information for Subconsultants/Subcontractors - continued

List information for each Subcontractor or Subconsultant below.

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

Xylem

Company Name

225 Farmingotn Rd.

Physical Address

Mailing Address

Summerville, SC 29486

City/State Zip Code + 4

(843) 818-2266

Phone number

(843) 818-2230

Fax number

Don Polzin

N/A

Primary Contact Name

Secondary Contact Name

Don.polzin@xylem.com

N/A

Primary Contact Email Address

Secondary Contact Email Address

None

Federal ID #

Vendor #

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

Bradshaw Construction

Company Name

175 West Liberty Rd.

Physical Address

Mailing Address

Eldersburg, MD 21784

City/State Zip Code + 4

(410) 970-8300

Phone number

(410) 970-8340

Fax number

Todd Brown

None

Primary Contact Name

Secondary Contact Name

tbrown@bradshawcc.com

None

Primary Contact Email Address

Secondary Contact Email Address

None

Federal ID #

Vendor #

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

Thompson Pipe Group

Company Name

1003 N. McArthur Blvd

Physical Address

Mailing Address

Grand Prairie, TX 75050

City/State Zip Code + 4

(972) 262-3600

Phone number

(972) 264-6236

Fax number

Scott Stubbs

none

Primary Contact Name

Secondary Contact Name

Scott.stubbs@thompsonpipegroup.com

none

Primary Contact Email Address

Secondary Contact Email Address

N/A

Federal ID #

Vendor #

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

CHAO & Associates, Inc.

Company Name

7 Cluster Court

Physical Address

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

(803) 772-8420

Phone number

()

Fax number

Jim Futter

Primary Contact Name

Secondary Contact Name

jim@chaoinc.com

Primary Contact Email Address

Secondary Contact Email Address

V001545

Federal ID #

Vendor #

Business Information for Subconsultants/Subcontractors - continued

List information for each Subcontractor or Subconsultant below.

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

Herndon Incorporated

Company Name

1876 Whiting Way.

Physical Address

Mailing Address

Lugoff, SC 29073

City/State Zip Code + 4

(803) 428-1078

Phone number

(803) 438-1292

Fax number

Tina Eberts

N/A

Primary Contact Name

Secondary Contact Name

teberts@herndoninc.com

N/A

Primary Contact Email Address

Secondary Contact Email Address

None

Federal ID #

Vendor #

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

LA Barrier & Son Inc.

Company Name

115 Barrier Lane

Physical Address

Mailing Address

Lexington, SC 29073

City/State Zip Code + 4

(803) 356-2351

Phone number

(803) 356-4018

Fax number

Nick Hentz

None

Primary Contact Name

Secondary Contact Name

nickhentz@labarrier.com

None

Primary Contact Email Address

Secondary Contact Email Address
V000047

Federal ID #

Vendor #

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

Palmetto Rock Service

Company Name

PO Box 3273

Physical Address

Mailing Address

Spartanburg, SC 29304

City/State Zip Code + 4

(864) 433-0909

Phone number

(864) 304-4260

Fax number

Chris Broom

none

Primary Contact Name

Secondary Contact Name

cbroom@palmettorock.com

none

Primary Contact Email Address

Secondary Contact Email Address

N/A

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve a new Contract for Project WM3925-01; Rosewood Area Water System Improvements Phase 1, as requested by Columbia Water on May 4, 2023. Award to LAD Construction, LLC in an amount not to exceed \$13,715,006.40, which includes contingency. This firm is located in Swansea, SC.

REQUISITION NO.: R222075

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Rosewood Area Water System Improvements Phase 1 (5529999-WM392501-658650). The original budget amount is \$15,779,610.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. LAD Construction, LLC is the mentor and will provide water line installation services at 56.53% (\$6,460,976.00) of the total contract amount.

JA Mabus & Associates, Inc., located in Leesville, SC, is the protégé and will provide water line installation services at 20.00% (\$2,285,834.00) of the total contract amount.

The following subcontractor/supplier will provide additional services/supplies:

Ferguson Waterworks, located in Elgin, SC, will provide water line materials at 23.47% (\$2,682,362.00) of the total contract amount.

There were three (4) responsive and responsible bids received for this project under BID0033-22-23-UJ.

The total construction time allocated for this project is five hundred ten (510) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$11,429,172.00
Contingency (20%)	\$ 2,285,834.00
Total	\$13,715,006.40

ATTACHMENTS:

- **#a:** Contract approved by legal (PDF)
- **#b:** LAD Construction BIR Form (PDF)
- **#c:** Official Bid Tabulation - Bid033-22-23-UJ (PDF)
- **#d:** OBO Compliance Memo - BID033-22-23-UJ (PDF)

Contract

City of Columbia, South Carolina

Rosewood Area Water System Improvements Phase 1

WM3925-01 MPP

BID033-22-23-UJ

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and LAD Construction, LLC with legal address and principal place of business at P.O. Box 1129, Swansea, South Carolina 29160, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Hussey Gay Bell.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be four hundred fifty (450) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional sixty (60) consecutive calendar days to final completion for a total construction time of five hundred ten (510) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional one hundred eighty (180) consecutive calendar days added for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as Eleven Million Four Hundred Twenty-Nine Thousand One Hundred Seventy-Two Dollars and Zero Cents (\$11,429,172.00). This Contract also provides for an additional contingency in the amount of Two Million Two Hundred Eighty-Five Thousand Eight Hundred Thirty-Four Dollars and Zero Cents (\$2,285,834.00) to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for substantial completion and **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

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

9.2.8 Technical Specifications.

9.2.9 Drawings, numbered 1 through 60, inclusive and dated 01/14/2022.

9.2.10 Permits.

9.2.11 Mentor-Protégé Program (MPP) Guidelines.

9.2.12 Mentor-Protégé Program (MPP) Implementation Plan

9.2.13 Addenda number 1 to 5, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

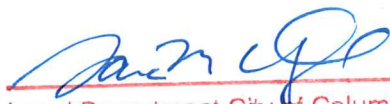
Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Ferguson Waterworks 166 Pontiac Business Center Dr. Elgin, SC 29045	V001085	Water Line Material	\$ 2,682,362	23.47 %	N/A	N/A
JA Mabus & Associates, Inc. 377 Mcneary Ferry Road Leesville, SC 29070	V014318	Water Line Installation	\$2,285,834	20 %	N/A	N/A
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 4,968,196.00

TOTAL CONTRACT AMOUNT: \$ 11,429,172.00

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

Business Name: LAD Construction, LLC

Representative Name/Title: Ted Blackwell / President

Date: 6/30/2023

Event Number	BID033-22-23-UJ Addendum 5	Organization	City of Columbia, SC
Event Title	Rosewood Area Water System Improvemer	Workgroup	Purchasing
Event Description	The Pre-Bid Meeting (non-mandatory but h	Event Owner	Ulsylla Johnson
Event Type	IFBs	Email	Ulsylla.johnson@columbiasc.gov
Issue Date	5/25/2023 04:45:01 PM (ET)	Phone	
Close Date	6/30/2023 11:00:00 AM (ET)	Fax	OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
LAD Construction, LLC	Swansea	SC	6/30/2023 10:50:57 AM (ET)	1	\$11,429,172.00
Carolina Tap & Bore, Inc.	West Columbia	SC	6/30/2023 09:54:27 AM (ET)	1	\$11,971,183.00
Lake Murray Utility Company, Ir Chapin		SC	6/30/2023 07:16:40 AM (ET)	1	\$12,093,317.00
Williams Infrastructure, LLC	Lexington	SC	6/30/2023 10:15:15 AM (ET)	1	\$12,253,100.00

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

Lake Murray Utility Company-Amount changed from \$12,048,317.00 to \$12,093,317.00 due to incorrect total amount listed.

Williams Infrastructure, LLC. Amount for Item WS-3 was incorrect. It was changed from \$58,347.00 to \$66,447.00 (27x2461=66447) which brought the total to \$12,253,100.00



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Latonya B. Germany, Program Compliance Specialist

FROM: Ulsylla T. Johnson, Contract Specialist
Department of Procurement and Contracts

DATE: July 5, 2023

SUBJECT: BID033-22-23-UJ – Rosewood Area Water System Improvements Phase 1 (WM3925-01) MPP

Bids for this project were opened publicly at 11:00 AM on June 30, 2023.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent *responsive* low bidder is **LAD Construction, LLC of Swansea, SC at \$11,429,172.00.**

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 06, 2023



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve Project PK005608; Finlay Park Revitalization and Construction Services, as requested by the Parks and Recreation Department on September 7, 2022. Award to Mashburn Construction Company, Inc. in an amount not to exceed \$22,450,000.00, which includes contingency. The term of the agreement is two years with two additional one year periods. This contractor is located in Columbia, SC. We also request authorization for the City Manager to execute the final contract in a form approved by the City Attorney's Office.

REQUISITION NO.: R223469

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects - Finlay Park Rehabilitation - Capital Project Costs (4039999-PK005608-658650). The original budget is \$22,450,000.00.

CLEAN WATER 2020?: No

PURPOSE:

The Office of Business Opportunities, in conjunction with the Department of Procurement and Contracts, the Parks and Recreation Department, and Mashburn Construction Corporation, Inc. will ensure every effort is made to achieve or exceed the 15% Disadvantaged Business Enterprise (DBE) and 15% Local Business Enterprise (LBE) goals as noted in the Request for Proposals.

There were two (2) responses to RFP002-22-23-KDD Finlay Park Revitalization and Construction

Base Bid plus Alternate 2	\$21,320,000.00
Contingency (5.31%)	\$1,130,000.00
Total	\$22,450,000.00

ATTACHMENTS:

- **#a:** MT8617Memo.RFP002-22-23-KDDFinlayParkRevitalization&Construction (PDF)



We Are Columbia

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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: July 25, 2023

Subject: Finlay Park Revitalization and Construction

The City of Columbia Parks & Recreation department requests approval for project PK005608; Finlay Park Revitalization and Construction Services, to be awarded to Mashburn Construction Company, Inc. in an amount not to exceed \$22,450,000.00, which includes contingency, base bid and add alternate #2. This contractor is located in Columbia, SC and DBE/ LBE goals at time of bid exceeded the projects goal of 15%. Through value engineering, the final project DBE/LBE participation may vary slightly from the original bid, but goals are expected to remain close to the original bid percentage. We also request authorization for the City Manager to execute the final contract. The term of the agreement is two years with two additional one-year periods. The construction is expected to take approximately 22-24 months. Funding sources for construction services include:

General Fund Balance, \$2,000,000.00
Congaree Vista Fund Balance, \$3,000,000.00
Hospitality Tax Fund Balance, \$3,500,000.00
SC Parks, Recreation, Tourism (SCPRT), \$1,000,000.00
Bond, \$10,500,000.00
Hospitality Tax, \$2,600,000.00

Finlay Park is Columbia's primary urban park, which consists of 17.5 acres in the heart of downtown. The revitalization of Finlay Park respects original iconic features within the park, while also incorporating community driven goals in the new construction; these goals include:

- Improving ADA circulation and making destinations accessible
- Providing a unique destination playground
- Increasing safety and visibility
- Revitalizing the fountain, waterfalls and pond
- Improving connectivity of pond
- Constructing new multi-use structures for events and park activation
- Relocating the band stage to project sound away from the adjacent neighborhood
- Integrating public art



We Are Columbia

- Improving the lawn areas for events
- Preserving the Vista Greenway connection

Revitalization efforts will include retaining the iconic spiral fountain, cascading falls and waterfall to a newly renovated central pond, which will then flow into an amenity stream. The new water features will be naturalized with gentle sloping littoral shelves to promote visitor safety and will incorporate sustainable techniques to capture and treat stormwater. New supporting facilities and amenities include an events stage and lawn, strolling gardens, restrooms, shade shelter, spray play, destination playground, enhanced lighting solutions, public art, office space for hospitality and park rangers, multiple walkways, accessibility upgrades, parking modifications and a plaza overlook that captures vistas of the downtown Columbia skyline.



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Legal Department

FROM: Teresa Knox, City Attorney

SUBJECT: Ordinance No.: 2023-078 - Granting an encroachment to Tomaka Triangle Friends, care of Wayne Scribnick and Ann Gluse, for the use of the right of way areas of the 3600 block of Tomaka Road and the 1400 block of Heatherwood Road for the installation and maintenance of landscaping and irrigation adjacent to 1401 Heatherwood Road and 3650 Tomaka Road, Richland County TMS# 13906-05-11 and 13905-01-08

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on July 18, 2023.

ATTACHMENTS:

- **#a:** 2023-078 - Tomaka triangleEncroachment (PDF)
- **#b:** Tomaka packet (PDF)

HISTORY:

07/18/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-078

Granting an encroachment to Tomaka Triangle Friends, care of Wayne Scribnick and Ann Gluse, for the use of the right of way areas of the 3600 block of Tomaka Road and the 1400 block of Heatherwood Road for the installation and maintenance of landscaping and irrigation adjacent to 1401 Heatherwood Road and 3650 Tomaka Road, Richland County TMS# 13906-05-11 and 13905-01-08

WHEREAS, Tomaka Triangle Friends, care of Wayne Scribnick and Ann Gluse, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 3600 block of Tomaka Road and the 1400 block of Heatherwood Road for the installation and maintenance of landscaping and irrigation adjacent to 1401 Heatherwood Road and 3650 Tomaka Road, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way areas of the 3600 block of Tomaka Road and the 1400 block of Heatherwood Road adjacent to 1401 Heatherwood Road and 3650 Tomaka Road, Richland County TMS# 13906-05-11 and 13905-01-08, for the installation and maintenance of landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits,

Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-078**



**3600 BLOCK OF TOMAKA ROAD AND 1400 BLOCK OF HEATHERWOOD ROAD
ADJACENT TO 1401 HEATHERWOOD ROAD AND 3650 TOMAKA ROAD
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1401 Heatherwood Road and 3650 Tomaka Road
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation.
Applicant:	Tomaka Triangle Friends, care of Wayne Scribnick and Ann Gluse
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of landscaping and irrigation adjacent to 1401 Heatherwood Road and 3650 Tomaka Road, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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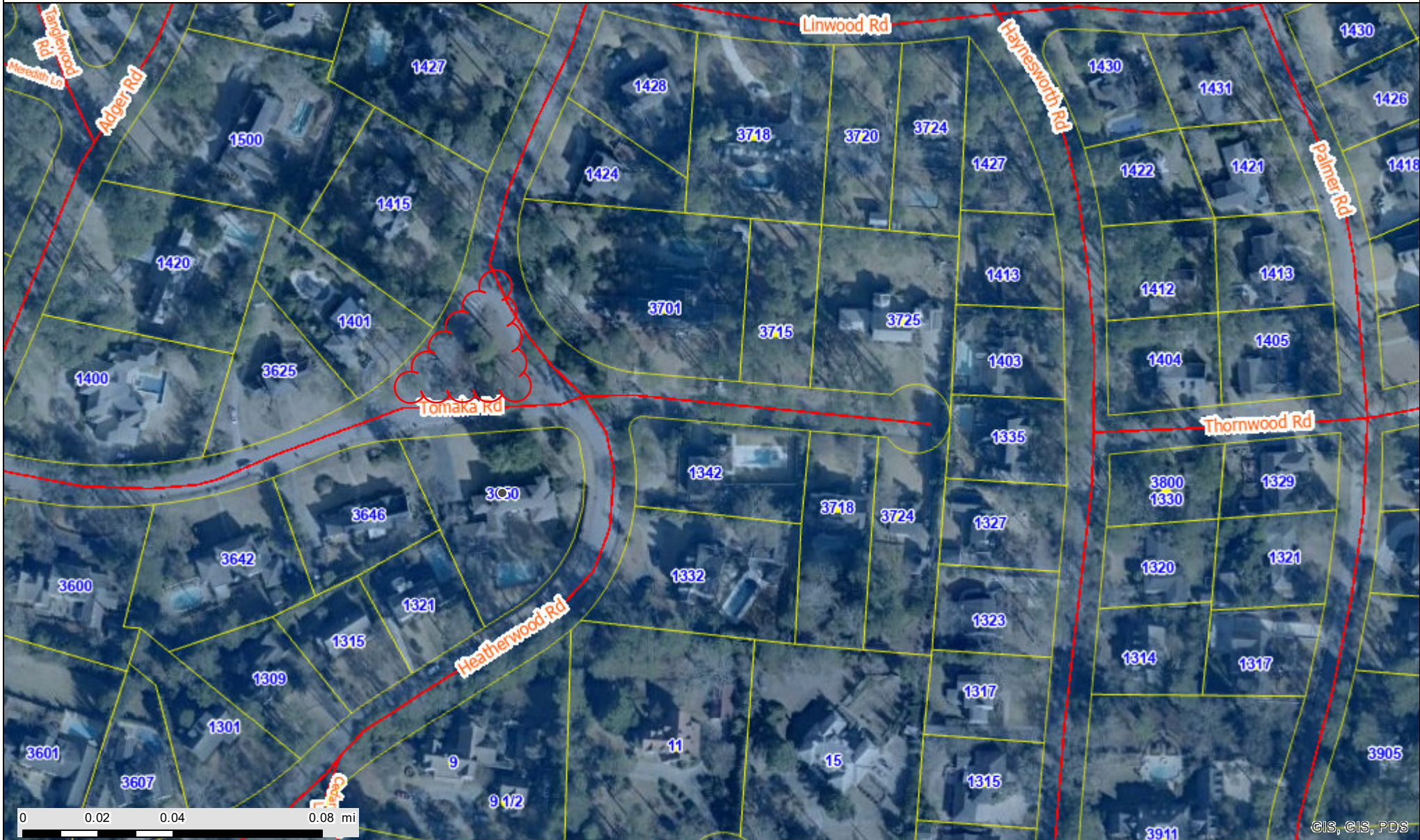
City of Columbia

City of Columbia GIS

14.b



Friday, May 26, 2023



GIS, GIS, PDS

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. 200



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	☐	☒ LBH
A completed and signed Application Form	☐	☒ LBH
Letters of Agency for all applications where the applicant is not the owner of the subject property	☐	☒ LBH
Pictures or specification sheet of the items to permanently encroach the Right-of-way	☐	☒ LBH
Existing Site Plan Please see page 4 below for required content.	☐	☒ LBH
Proposed Site Plan Please see page 4 below for required content.	☐	☒ LBH

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) - may be 8 ½ inches
x 11 inches if legible

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) - may be 8 ½ inches
x 11 inches if legible



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Tomaka Triangle Friends	
Company (if applicable) Contacts – Wayne Scribnick and Ann Gluse	
Address (street, city, state, zip) c/o Wayne Scribnick 3650 Tomaka Road Columbia, SC 29205	
Phone 803-465-3180 803-319-6464	Email waynebdr@hellsouth.net ann.gluse@southstatewealth.com

2. Property Information

Address SCDOT property surrounded by Tomaka Road and Heatherwood Road. Adjacent properties are SCDOT roads. Dr. Scribnick lives across the street at 3650 Tomaka Road.	
Tax Map Reference Number(s)	
Current use	Proposed use

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Tomaka Triangle is a piece of property surrounded by Tomaka Road and Heatherwood Road. It is overgrown with weeds and an eyesore to the neighborhood. It has fallen in further decay as so many SCDOT paving trucks and home construction trucks have parked on the lot. The Friends wish to see it planted and taken care of like in years past. We have raised some funds to acquire a plan from a design professional and hope to start a volunteer clean up day, install and or repair the current irrigation system and plant as donations permit.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☐	☒
Location of lots and outlets (numbered and area in square feet)	☐	☒
Location of buildings (including setbacks from property lines and distances between buildings)	☐	☒
Location of parking and access/driveways	☐	☒
Location of rights-of-way and/or easements for streets, railroads, and utility	☐	☒
Lines upon and abutting subject property	☐	☒
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☐	☒
Section of sidewalk or right-of-way to be used for the encroachment	☐	☒
Proposed placement of permanent items and furnishings on the sidewalk	☐	☒
Proposed placement of permanent items and furnishings in the right-of-way	☐	☒
Location and height of all fences, walls, and exterior lighting in the right-of-way	☐	☒
North arrow	☐	☒
Scale	☐	☒
Vicinity map (at 1 inch equals 1,000 feet)	☐	☒

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

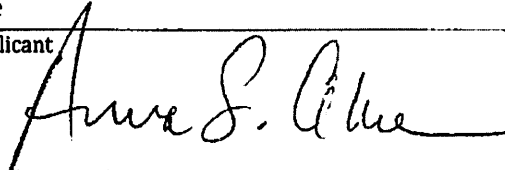
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

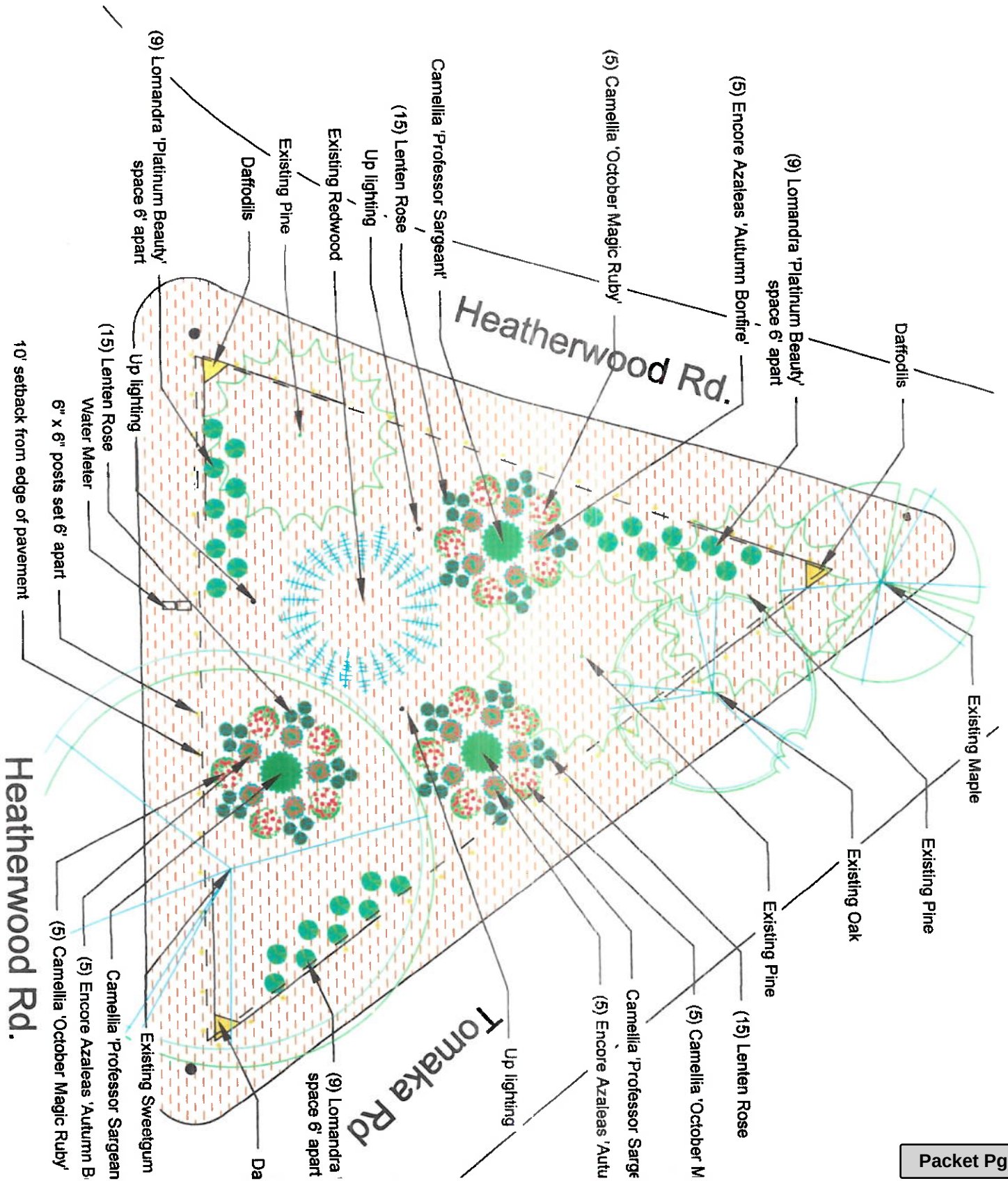
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name Anna Gluse - Tomoka Triangle Friend	Date 5/24/23





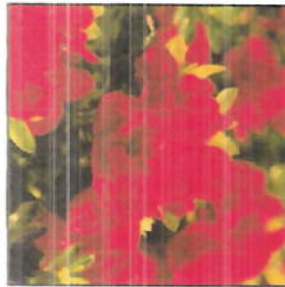
Camellia 'October Magic Ruby'



Camellia 'Professor Sargeant'



Daffodils



Encore Azalea 'Autumn Bonfire'



Lenten Rose



Lomandra 'Platinum Beauty'

Planting Note: Create berms in planting bed areas. Mulch plant with 3" of hardwood mulch to suppress weeds and keep even moisture. Drip irrigation is recommended.



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-079 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Offenses and Miscellaneous Provisions, Article IV, Offenses against the Public Peace and Order, Section 14-105, Urban Camping and Improper Use of Public Places

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on July 18, 2023.

ATTACHMENTS:

- **#a:** 2023-079 - Amending Sec. 14-105 (Urban Camping) (PDF)

HISTORY:

07/18/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-079

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Section 14-105, Urban Camping and Improper Use of Public Places

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Section 14-105, Urban Camping and Improper Use of Public Places, Specific Standards is amended to read as follows:

Sec. 14-105. Urban camping and improper use of public places.

(a) *Definitions.* The following definitions apply for purposes of this section:

- (1) *Camp* shall mean residing in or using a public street, sidewalk, or park for private living accommodations, such as erecting tents or other temporary structures or objects providing shelter; sleeping in a single place for any substantial prolonged period of time; regularly cooking or preparing meals; or other similar activities.
- (2) *Storing personal property* shall mean leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks, unattended for any substantial prolonged length of time. This term shall not include parking a bicycle or other mode of transportation.
- (3) *Public park* includes all municipal parks, public playgrounds, public plazas, attractions, and monuments.
- (4) *Public street* includes all public streets and highways, public sidewalks, public benches, public parking lots, and medians.

(b) *Public parks.* It shall be unlawful to camp or to store personal property in any park, as defined above, owned by the city.

(c) *Public streets.* It shall be unlawful to camp, to sleep, to store personal property, to sit or to lie down on any public street, as defined above.

(d) *Other public property.* Blocking ingress and egress. It shall be unlawful to camp, to sleep, to store personal property, to sit or to lie down on any public property so as to interfere with ingress or egress from buildings.

(e) *Warning.* No person may be arrested for violating this code section until he or she has received an oral or written warning to cease the unlawful conduct. Warnings are not particular to a location but to the unlawful conduct overall. If the violator fails to comply with the warning issued, he or she is subject to arrest for urban camping.

(f) Notice. Proper signage that provides conspicuous notice to a person that their conduct is unlawful and in violation of this section code shall be deemed a written warning.

(f)(g) *Exceptions.* This code section shall not be construed to prohibit the following behavior:

- (1) Persons sitting or lying down as a result of a medical emergency;
- (2) Persons in wheelchairs sitting on sidewalks;
- (3) Persons sitting down while attending parades;
- (4) Persons sitting down while patronizing sidewalk cafés;
- (5) Persons lying down or napping while attending performances, festivals, concerts, fireworks, or other special events;

- (6) Persons sitting on chairs or benches supplied by a public agency or the abutting private property owner;
- (7) Persons sitting on seats in bus zones occupied by people waiting for the bus;
- (8) Persons sitting or lying down while waiting in an orderly line outside a box office to purchase tickets to any sporting event, concert, performance, or other special event;
- (9) Persons sitting or lying down while waiting in an orderly line awaiting entry to any building, including shelters, or awaiting social services, such as provision of meals;
- (10) Children sleeping while being carried by an accompanying person or while sitting or lying in a stroller or baby carriage; or
- (11) Camping as permitted by the city's parks and recreation department.

(h) Standard. In determining whether an exception applies, law enforcement shall apply a reasonableness standard and consider the direct or circumstantial evidence of the intent of the person engaged in the conduct.

(Ord. No. 2007-068, 9-19-07)

Requested by:

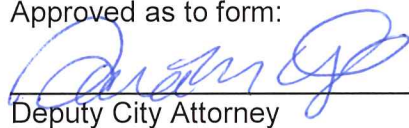
Mayor Daniel Rickenmann

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-080 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Abandoned Shopping Carts

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on July 18, 2023.

ATTACHMENTS:

- **#a:** 2023-080 - Shopping cart ordinance (PDF)

HISTORY:

07/18/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-080

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Abandoned Shopping Carts

WHEREAS, City Council finds that shopping carts are routinely abandoned on the city's rights of way and streets; and

WHEREAS, abandoned shopping carts constitute a nuisance, encourage crime, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the city; and

WHEREAS, wrecked, dismantled and abandoned shopping carts on public or private property create conditions that reduce property values and promote blight and deterioration within the city's neighborhoods; and

WHEREAS, City Council finds this ordinance necessary to protect the public safety and welfare of the residents of the city.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14 is hereby amended by adding Article XIII to read as follows:

ARTICLE XIII.-ABANDONED SHOPPING CARTS

Section 14-401. Definitions.

As used in this Article, the following terms shall have the meaning indicated in this section:

1. Abandoned shopping cart shall mean any shopping cart that has been removed without written consent of the owner or manager, from the retail establishment's premises or parking lot and is located on either public or private property.
2. Premises shall mean the entire area owned, occupied, and/or utilized by an owner which provides shopping carts for use by customers or other persons.
3. Retail establishment means any trade establishment selling articles, commodities, services, or any line of merchandise where shopping carts are made available for and used by patrons and/or the public.
4. Shopping cart shall mean a basket which is mounted on wheels or a similar device generally used in a retail or commercial establishment by a customer for the purpose of transporting goods of any kind.

Section 14-402. Abandoned Shopping Carts.

It shall be unlawful for any person, other than a shopping cart owner or its authorized representative to do any of the following:

1. To permanently remove a lawfully marked shopping cart from a premises or parking lot or be without written consent of the owner or manager;
2. To be in possession of a lawfully marked shopping cart that has been removed from a premises or parking lot without written consent of the owner or manager, with the intent to permanently deprive the owner of possession of the shopping cart; or
3. To cause or permit any shopping cart to be abandoned on or upon any sidewalk, street, or other public area, other than the premises of the owner of such shopping cart.

Section 14-403. Exception.

This code section shall not be construed to include any of the following:

1. Shopping carts removed from the premises or parking lot for the purposes of repair, maintenance, or disposal; or
2. Shopping carts abandoned on private property by no fault of the owner of said property.

Section 14-404. Penalty.

Any person who commits a violation pursuant to Section 14-402 shall be subject to a civil penalty of not more than five hundred dollars (\$500.00).

Section 14-405. Shopping Cart Identification Required.

Every shopping cart owned or provided by any owner shall have the sign that includes the owner's name, address, and phone number permanently affixed on the shopping cart for identification and retrieval purposes.

Section 14-406. Shopping Cart Removal Warning Sign.

Owners shall display conspicuous signs notifying the public that removal of shopping carts from the premises or parking lot is prohibited pursuant to this code section without the written consent of the retail establishment.

Section 14-407. Written consent required for off-premises use of shopping cart.

An owner or its representative may permit a customer off-premises use of a shopping cart for transportation of purchased items. The authorization must be in writing with the provided date and time. This shopping cart must be returned to the owner's premises within 72-hours.

Section 14-408. Mandatory securing of shopping carts after hours.

Shopping carts stored outdoors shall be locked after business hours in a manner that prevents unauthorized removals.

Section 14-409. Retrieval of Shopping Carts.

Law enforcement shall notify the owner of an abandoned shopping cart that such is located in a place that can be accessed safely by an owner. Such notice shall be made to persons identified in the retail establishment's Abandoned Shopping Cart Prevention and Retrieval Plan. Within twenty-four (24) hours of notification, the owner or its agent shall retrieve the identified shopping cart.

Section 14-410. Administrative Costs and Enforcement.

Any owner who fails to retrieve its abandoned shopping cart(s) within twenty-four (24) hours after receiving notice from law enforcement in accordance with Section 14-409 shall pay the City's actual costs for retrieving the shopping cart(s) and providing the notification to the owner.

Any owner who fails to retrieve abandoned shopping carts in accordance with this code section in excess of three (3) times during a six month calendar period shall be subject to an additional fifty (\$50.00) dollar civil penalty for each occurrence, and be required to submit a revised Abandoned Shopping Cart Prevention and Retrieval Plan to be approved by the Chief of Police or his/her designee. Any subsequent violations may result in the City requiring an owner to obtain a shopping cart retrieval business to ensure compliance with this code section. An occurrence includes all shopping carts owned by the retail establishment that are retrieved by the City in a one-day period.

Section 14-411. Abandoned Shopping Cart Prevention and Retrieval Plan.

Every retail establishment who provides shopping carts to customers or intends to provide shopping carts to customers shall develop, implement and comply with the terms and conditions of an approved Abandoned Shopping Cart Prevention and Retrieval Plan to prevent unauthorized removal of shopping carts from a premise or parking lot. A proposed plan shall be submitted to the City's Business Licensing Department within sixty (60) days following the adoption of this ordinance. Any retail establishment that opens after the adoption of the ordinance codified in this section shall within thirty (30) days from the filing date on their City business license application, submit an Abandoned Shopping Cart Prevention and Retrieval Plan, to accompany said application, to the City's Business Licensing Department.

An Abandoned Shopping Cart Prevention and Retrieval Plan shall include the following:

1. The retail establishment's name, the name of the owner, any agent(s), the physical address where the retail establishment is located along with a phone number of the on-site and off-site owner or manager.
2. Designation of the agent for retrieval of the shopping cart, including direct contact information for said agent.
3. An example of the shopping cart identification sign shall be attached to the proposed shopping cart ownership identification.
4. A verification that shopping carts that are stored outdoors shall be locked during hours when the retail establishment is closed.
5. An outline of a bi-weekly plan to retrieve abandoned shopping carts by and through either the designated agent or a contracted service.

Requested by:

Mayor Daniel Rickenmann

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Legal Department

FROM: Teresa Knox, City Attorney

SUBJECT: Ordinance No.: 2023-086 - Granting an encroachment to Gadsden Peach, LLC, for the use of the right of way areas of the 1300 block of Gadsden Street and the 800 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Gadsden Street, Richland County TMS# 09013-13-12

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on July 18, 2023.

ATTACHMENTS:

- **#a:** 2023-086 - 1310 Gadsden Encroachment Template (PDF)
- **#b:** 1310 Gadsden Encroachment Case packet (PDF)

HISTORY:

07/18/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-086

Granting an encroachment to Gadsden Peach, LLC, for the use of the right of way areas of the 1300 block of Gadsden Street and the 800 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Gadsden Street, Richland County TMS# 09013-13-12

WHEREAS, Gadsden Peach, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 1300 block of Gadsden Street and the 800 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Gadsden Street, 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 _____, 2023, that Grantee is hereby granted the right to use the right of way areas of the 1300 block of Gadsden Street and the 800 block of Lady Street adjacent to 1310 Gadsden Street, Richland County TMS# 09013-13-12, for the installation and maintenance of landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Applicant shall coordinate with City of Columbia Traffic Engineering prior to installation to avoid conflict with underground traffic signal and street lighting circuits adjacent to site.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-086**



**1300 BLOCK OF GADSDEN STREET AND 800 BLOCK OF LADY STREET
ADJACENT TO 1310 GADSDEN STREET
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1310 Gadsden Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation.
Applicant:	Gadsden Peach, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of landscaping and irrigation adjacent to 1310 Gadsden Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Applicant shall coordinate with City of Columbia Traffic Engineering prior to installation to avoid conflict with underground traffic signal and street lighting circuits adjacent to site.
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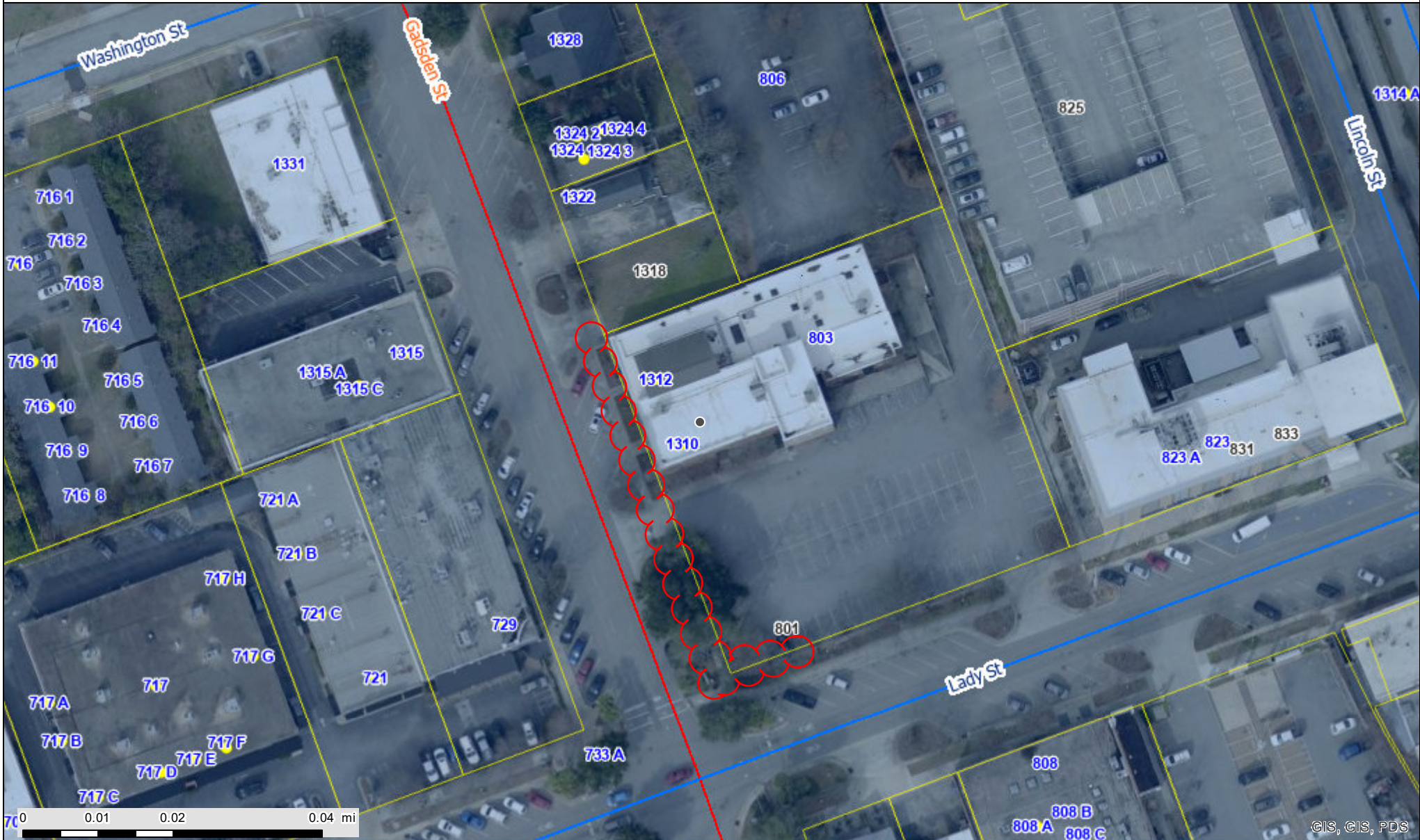
City of Columbia

City of Columbia GIS

17.b



Wednesday, June 28, 2023



GIS, GIS, PDS



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. 220



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

		Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.		BJS	
A completed and signed Application Form		BJS	
Letters of Agency for all applications where the applicant is not the owner of the subject property			
Pictures or specification sheet of the items to permanently encroach the Right-of-way		BJS	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	BJS	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	BJS	



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Gadsden Peach, LLC	
Company (if applicable)	
Address (street, city, state, zip) 1312 Gadsden St., Columbia, SC 29201	
Phone 803-708-3424	Email brad.shell@peachproperties.net

2. Property Information

Address 1310 Gadsden St., Columbia, SC 29201	
Tax Map Reference Number(s) R09013-13-12	
Current use Office	Proposed use Office

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

1310 Gadsden Street is an approximately 19,000 square foot two story office building on approximately 1 acre of land at the intersection of Gadsden St and Lady St in the Vista.

Currently, the property line of the parcel is at the edge of the building, and there is landscaping surrounding the building and parking lot, some of which is in the city right of way. The landscaping is overgrown and some of the plantings are old and too close together to thrive.

There is an existing irrigation system that is in need of repair as well. The attached landscape plan shows the areas where we propose to replant and beautify the entire property, including the landscaped areas within the city right of way.

The attached plan has been shared with and approved by the City of Columbia Public Works Department.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
Gadsden Peach, LLC	6/13/23

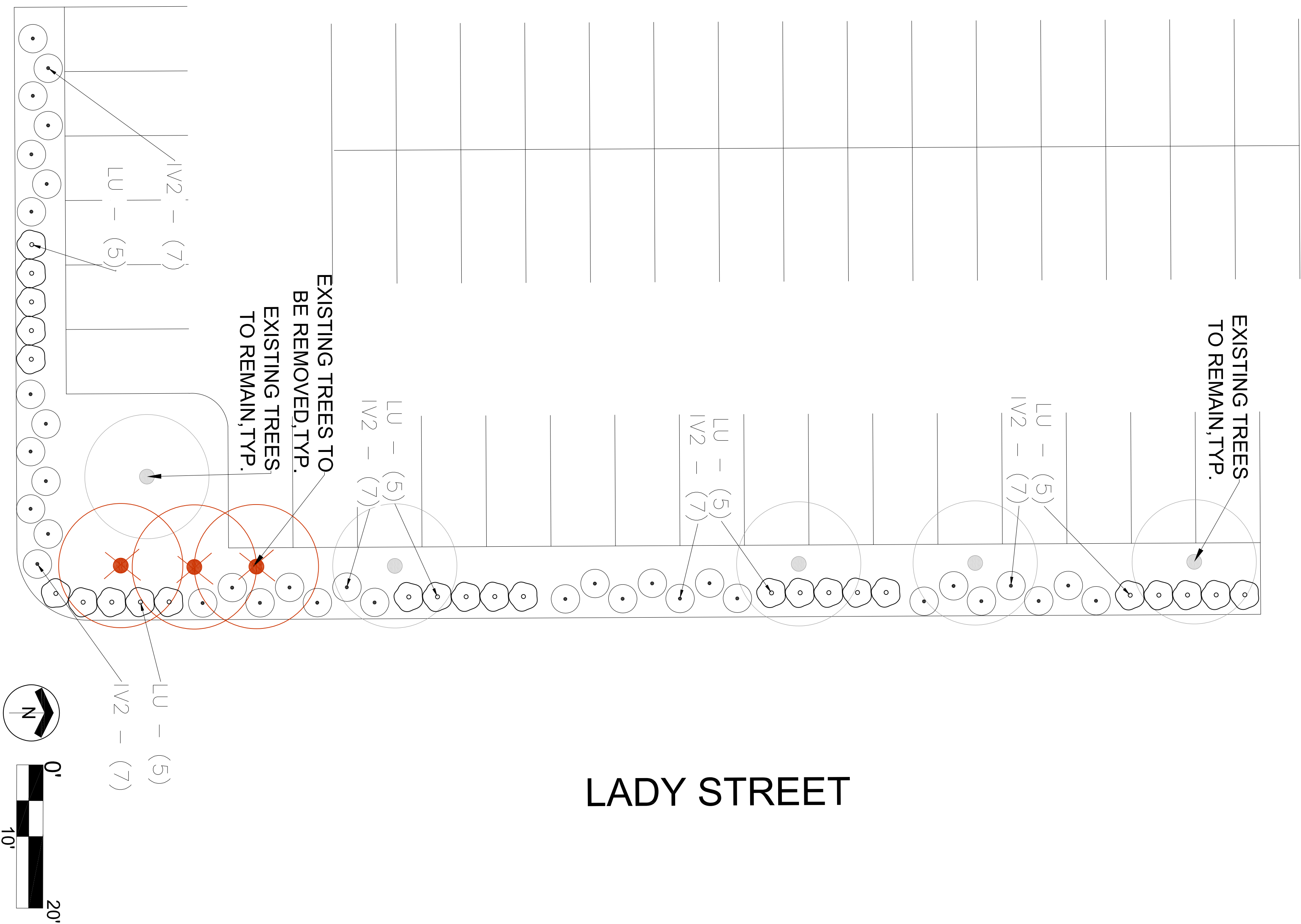
A vertical strip of paper with a grid of lines and a row of hexagonal shapes at the bottom.

SOUTHERN CUTS
Landscaping Services
SOUTHERN CUTS
BEN HOLTON
(803)876-1523

SOUTHERN CUTS
BEN HOLTON
(803)876-1523

Landscaping Services

- SOUTHERN CUTS**
BEN HOLTON
(803)876-1523





We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-087 - Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020 (known as the South Carolina Business License Tax Standardization Act)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on July 18, 2023.

ATTACHMENTS:

- **#a:** Class Changes Memo 2023-087 (PDF)
- **#b:** 2023-087 - Business License Class Schedule Update WMH EDIT 07.05.2023 (PDF)

HISTORY:

07/18/23

Columbia City Council

APPROVED ON FIRST READING.



CITY OF COLUMBIA

18.a

Department of Finance
Business Licensing Division
1339 Main Street, 1st Floor, Columbia, SC 29201
Phone: (803)545-3345 Fax: (803)988-8025

Memo

TO: Jeff Palen

FROM: Kelly Smith, Business License Administrator
Finance Department, Business License Division

RE: Business Licensing, Ordinance 2023-087 Updates, Class schedule Changes, Action Item 8601

DATE: 7/13/2023

- South Carolina's Act 176, the Business License Standardization Act, requires every municipality and county government with a business license tax to update its business licensing class schedule every odd-numbered year to go into effect the following year. As such, 2023 is a time to update your licensing practices to remain in compliance with the state law.
- The former class schedule in ordinance 2021-082 must be amended to the new class schedule. As required by Act 176, the class schedule updates use the latest statistical data on business profitability from the IRS, which then receives approval from the SC Revenue and Fiscal Affairs Office.

ORDINANCE NO.: 2023-087

Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by act 176 of 2020

WHEREAS, the City of Columbia (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-082 on 11/9/2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, the City Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association; **NOW, THEREFORE,**

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2023 as follows:

SECTION 1. Amendments to Appendix A. Appendix A to the Current Business License Ordinance, the "Business License Rate Schedule," is hereby amended as follows:

- (a) Class 8.3 is hereby amended by deleting the NAICS Codes and replacing them with NAICS 517111, 517112, 517122 – Telephone Companies.
- (b) Class 8.6 is hereby amended and restated in its entirety to read as follows: "**8.6 NAICS Code Varies – Billiard or Pool Tables**. A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that."
- (c) The NAICS code corresponding to Classes 9.41 has been eliminated. Businesses that were previously classified into 9.41 shall be required to apply and pay for a business license in their natural class.

SECTION 2. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.
- (c) The NAICS code corresponding to Classes 9.41 has been eliminated. Businesses that were previously classified into 9.41 shall be required to apply and pay for a business license in their natural class.

SECTION 3. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

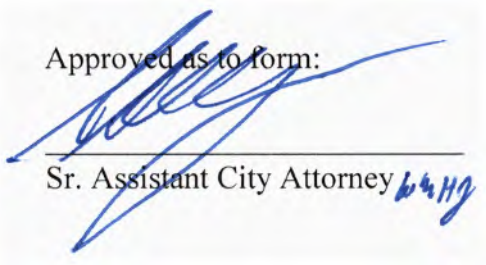
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Sr. Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

**APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 10.01 acres N/S
Richard Street; TMS# 16313-01-07

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-082 - Annexing 10.01 acres N/S Richard Street, Richland County TMS #16313-01-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Transitional / Sensitive Lands (T/S) and the assignment of zoning of Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as Economic Development Center/Corridor and zoned RU by Richland County.

Applicant: Burnside Farm Associates, LLC

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given on July 18, 2023.

ATTACHMENTS:

- **#a:** 2023-082 - Annex and Incorporate NS Richard Street (PDF)
- **#b:** Burnside_Petition (PDF)
- **#c:** RichardSt10.01acNS_BurnsideFarms_Offer_Notice (PDF)
- **#d:** ANNEX-2023-0008_Richard_10.01ac_ZPH (PDF)

HISTORY:

07/18/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-082

Annexing 10.01 acres N/S Richard Street, Richland County TMS #16313-01-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as N/S Richard Street and TMS# 16313-01-07 containing 10.01 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 116.07, and assigned a future land use classification of Transitional/Sensitive Lands (T/S) and zoning

of Planned Development District (PD), portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16313-01-07

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2023-082
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, the 10.01 acre unincorporated portion, identified as Richland County TMS 16313-01-07, of the 23.03 acre tract as shown on a Plat prepared for Burnside Farm Residential Homeowners Association, Inc., by Associated E & S, Inc., dated March 14, 2023, (the "Plat"); the Plat being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT

Last revised: 6/22/2023

23017363

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, the 10.01 acre unincorporated portion, identified as Richland County TMS 16313-01-07, of the 23.03 acre tract as shown on a Plat prepared for Burnside Farm Residential Homeowners Association, Inc., by Associated E & S, Inc., dated March 14, 2023, (the "Plat"); the Plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 16313-01-07

Property Address: 10.01 acres N/S Richard Street

Burnside Farm Associates, LLC

BY: _____

(Signature)

Date: _____

04/17/2023

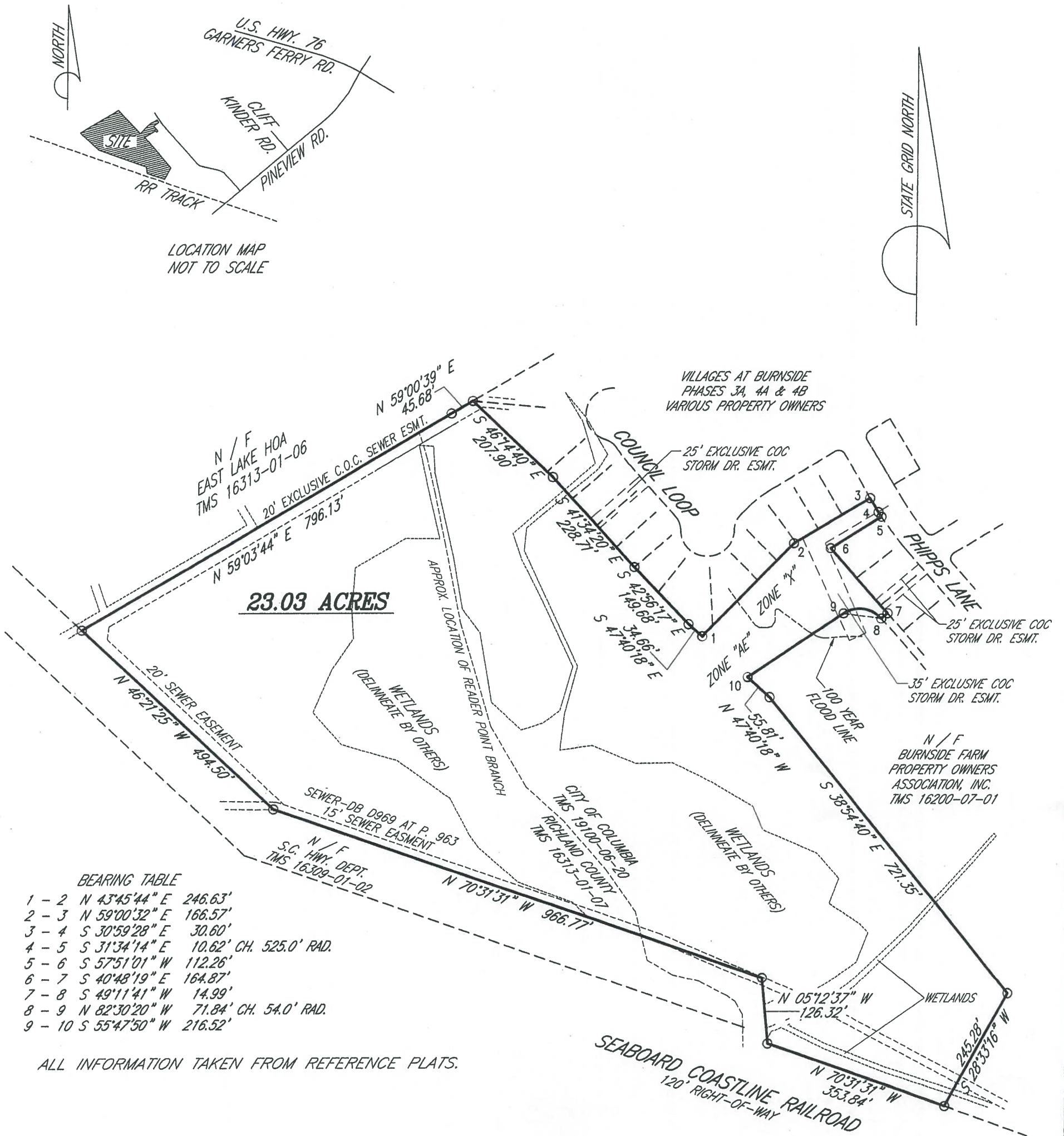
John T. Stephenson

 (Print or Type Name)

ITS: _____

Member

(Print or Type Title)



MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 24, 2023

RE: **Property Address:** 10.01 acres N/S Richard Street
Richland County TMS#: 16313-01-07
Owner(s): Burnside Farm Associates, LLC
Current Use: Undeveloped
Proposed Use: Undeveloped – Common Area
Current County Land Use: Economic Development Center/Corridor
Proposed City Land Use: Transitional / Sensitive Lands (T/S)
Current County Zoning: Rural (RU)
Proposed City Zoning: Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW)
Reason for Annexation: Parcel consolidation; Primary Area
City Council District: 3
Census Tract: 116.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 8, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

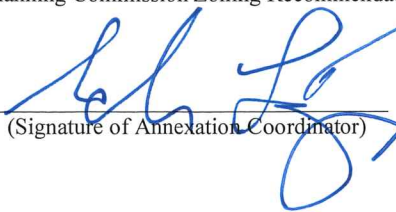
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: T/S (Land Use classification) by 7 - 0
 on 6/8/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PD, portions (Zoning classification) by 7 - 0
OV-FP + OV-FW on 6/8/23 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Subject Property



Future Land Use

10.01 acres N/S Richard Street, TMS# 16313-01-07
 Current Richland Co. Future Land Use: Economic Development Center/Corridor
 Proposed City Future Land Use: Transitional/Sensitive Lands (T/S)

19.c

Legend

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

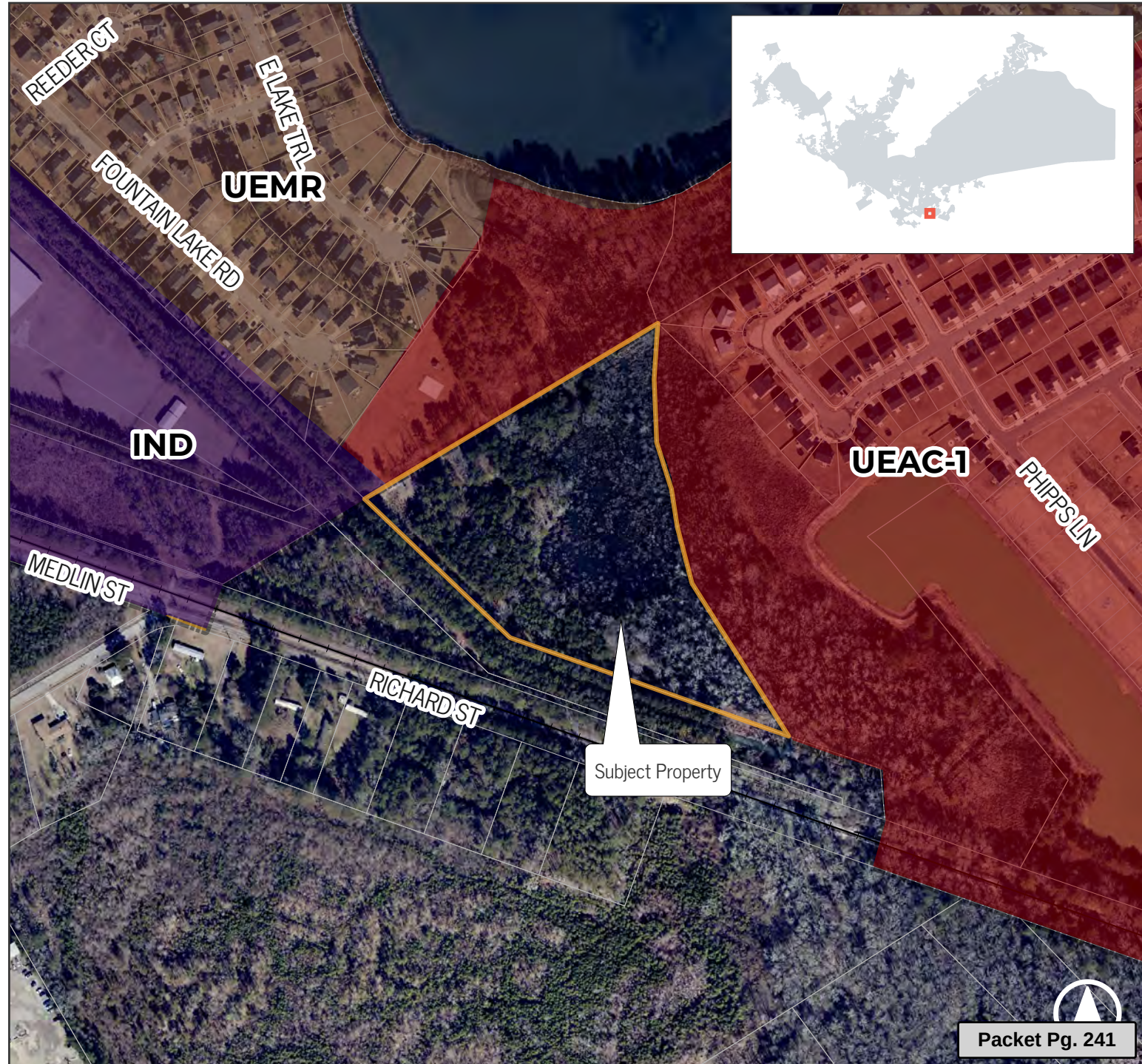
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Planning & Development Services Department

Created by: ladeforth Date: 4/18/2023



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Zoning

10.01 acres N/S Richard Street, TMS# 16313-01-07

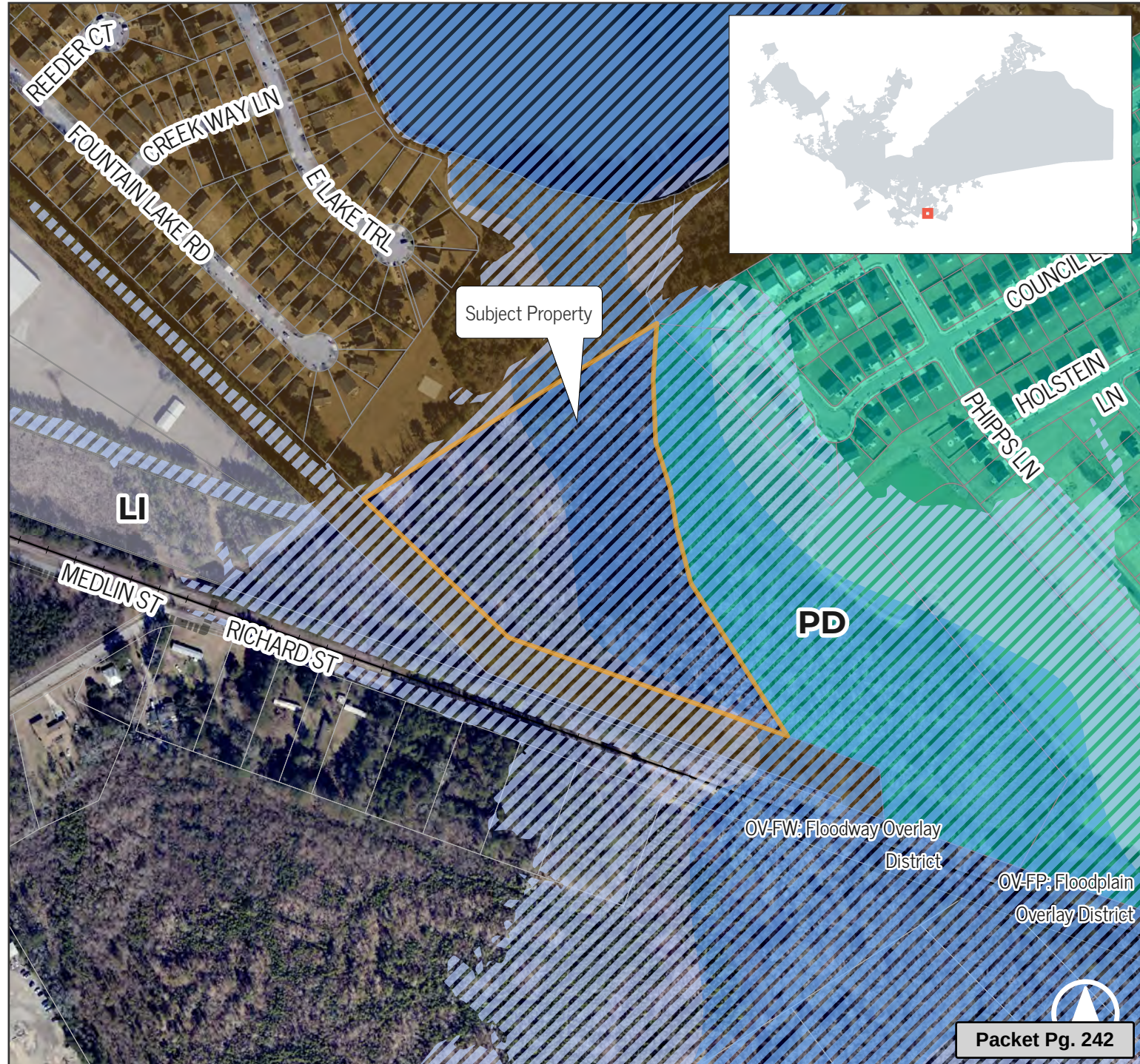
Current Richland Co. Zoning: Rural (RU)

Proposed City Zoning: Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FP)

19.c

Legend

-  RM-2: Residential Mixed
-  LI: Light Industrial District
-  PD: Planned Development
-  OV-FW: Floodway Overlay District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



Subject Property

LI

PD

OV-FW: Floodway Overlay District

OV-FP: Floodplain Overlay District

0 200 400 Feet

Planning & Development Services Department

Created by: ladeforth Date: 4/18/2023



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Packet Pg. 242



CITY COUNCIL

July 18, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

10.01 acres N/S Richard Street; TMS# 16313-01-07

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Transitional / Sensitive Lands (T/S) and the assignment of zoning of Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as Economic Development Center/Corridor and zoned RU by Richland County.

Applicant: Burnside Farm Associates, LLC

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

ZPH, 1st Reading: 07/18/2023; Pending

2nd Reading: 08/01/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 10.01 acres

Current Use: Undeveloped

Proposed Use: Common Area

Reason for Annexation: Parcel Consolidation

Urban Service Area: Primary Area

Current County Land Use Classification: Economic Development Center/Corridor

Proposed City Land Use Classification: Transitional / Sensitive Lands (T/S)

Current County Zoning: Rural (RU)

Proposed City Zoning: Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW)

Census Tract: 116.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

This property is anticipated to be an undeveloped common area and would not significantly impact CPD's ability to serve this area.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is no anticipated need for Solid Waste service at this site.

Engineering

Sewer lines are available to this property, however water lines are not currently available. Because this is anticipated to be an undeveloped common area, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care

There are no anticipated customers at this property.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a Primary Area as designated in the Urban Service Area plan. The petitioner plans to transfer this property to the Burnside Farms HOA, which will be combined with an adjacent parcel already inside the City limits in order to create a 23.03-acre common area. As an undeveloped common area, any real estate tax revenue generated for the City would be negligible, as would the need for City services.

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Transitional/Sensitive Lands (T/S) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Economic Development Center/Corridor by Richland County.

Refer to attached land use classification description.

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 recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Adjacent parcels within the City of Columbia are currently zoned Planned Development District (PD) to the east, Residential Mixed District (RM-2) to the north, and Light Industrial District (LI) to the west. Adjacent parcels in unincorporated Richland County are currently zoned a mixture of Rural (RU), Residential Single Family Medium Density (RS-MD), and Manufactured Home (MH) to the southwest.

The proposed City of Columbia zoning district is Planned Development District (PD). Portions of the property are within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW).

Planned Development District (PD)

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood. Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

Floodplain Overlay District (OV-FP)

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

Floodway Overlay District (OV-FW)

The purpose of the Floodway Overlay (OV-FW) District is to protect people and property from risks associated with flooding in floodway areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Transitional / Sensitive Lands (T/S) and zoning of Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW) at the time of annexation.



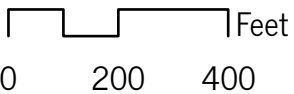
Future Land Use

10.01 acres N/S Richard Street, TMS# 16313-01-07
 Current Richland Co. Future Land Use: Economic Development Center/Corridor
 Proposed City Future Land Use: Transitional/Sensitive Lands (T/S)

19.d

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

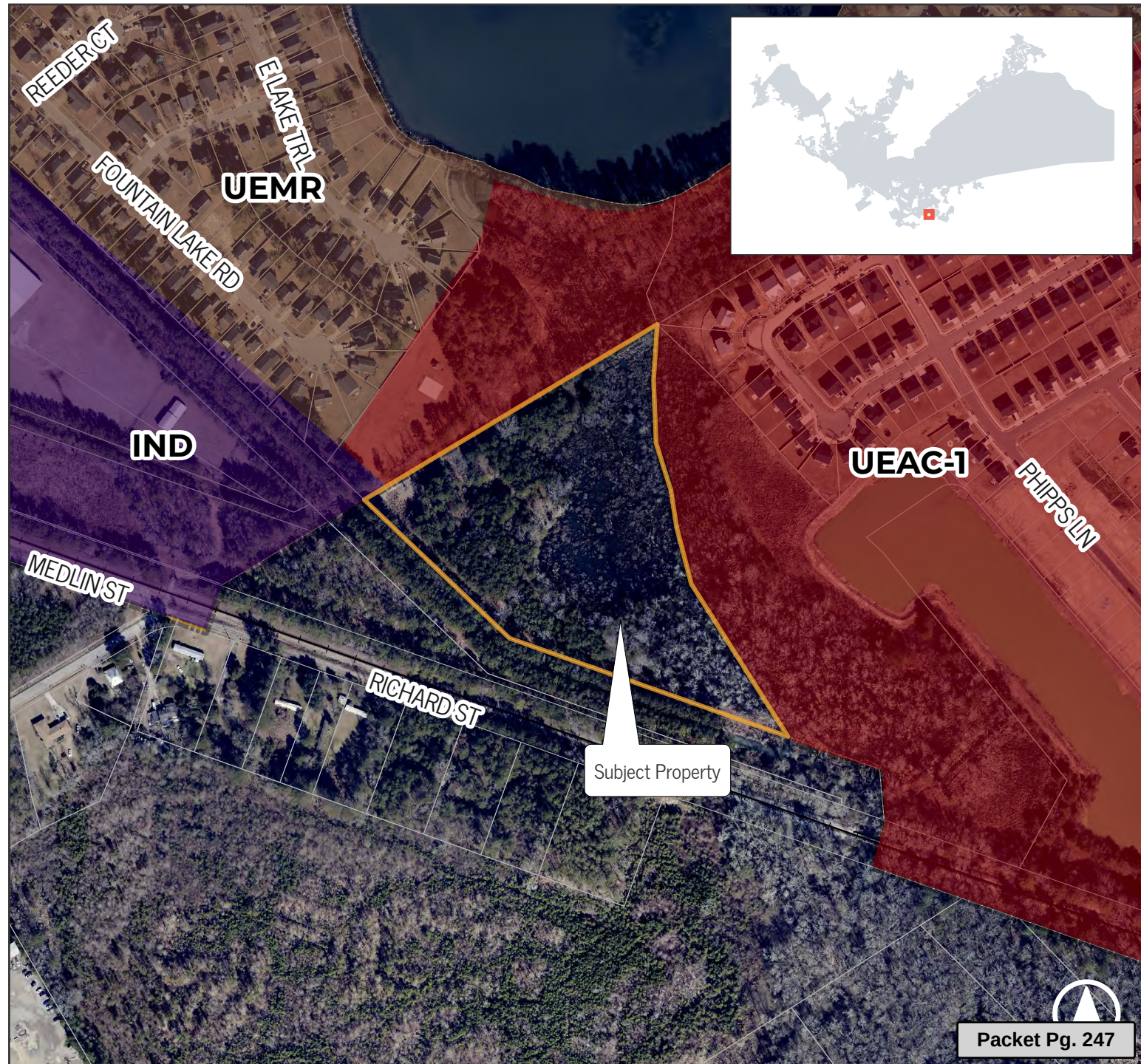


Planning & Development Services Department

Created by: ladeforth Date: 4/18/2023



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Zoning

10.01 acres N/S Richard Street, TMS# 16313-01-07

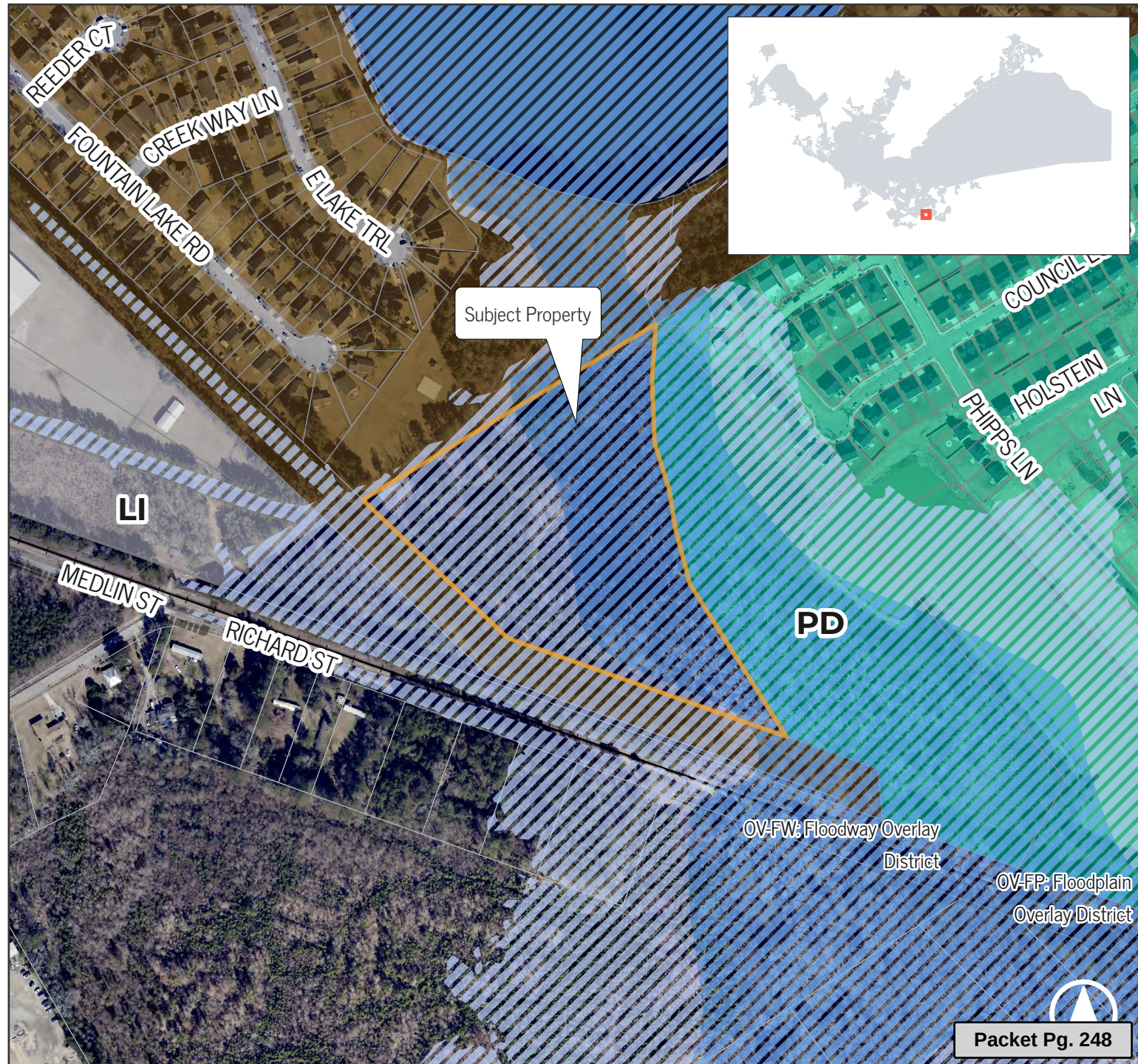
Current Richland Co. Zoning: Rural (RU)

Proposed City Zoning: Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FP)

19.d

Legend

-  RM-2: Residential Mixed
-  LI: Light Industrial District
-  PD: Planned Development
-  OV-FW: Floodway Overlay District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: ladeforth Date: 4/18/2023



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Proposed Future Land Use Classification

Development Types

TRANSITIONAL/SENSITIVE LANDS (T/S)

Transitional and Sensitive Lands occur throughout the City of Columbia. These areas may or may not be developed in the future, and may or may not contain environmentally or culturally sensitive areas such as prime farmlands, floodplains, cultural sites, or conserved open spaces. As Columbia grows in population and resource needs shift, these lands may provide or continue to provide essential ecosystem services or agricultural opportunities, or may one day be developed at urban or suburban intensities. These areas may not be appropriate for higher density greenfield development, and may provide recreational and educational opportunities. For those areas which fall in the outer edges of the City, future development should consider the protection and conservation of natural and/or cultural resources. Long range master planning or area planning prior to suburban or urban development is strongly encouraged.

T/S BUILDING TYPES/LAND USES

PRIMARY TYPES

- State or Federal Parks/Forests
- Nature Preserves
- Conserved Lands
- Environmentally, Ecologically, or Culturally Sensitive Lands
- Agriculture

SECONDARY TYPES

- Animal Enclosures
- Single-family Detached
- Linear Parks & Greenways
- Community Parks
- Regional Parks

TERTIARY TYPES

- Civic/Institutional Small
- Cemeteries & Mausoleums
- Water/Wastewater Treatment
- Pocket Parks/Greens
- Neighborhood Parks



Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District****(c) PD-#: Planned Development District****(1) Purpose**

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood.

Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

**(2) Intensity and Dimensional Standards**

Standard	Requirement
Lot Area, min. (sf.)	To be established in PD Plan and PD Agreement document as set forth in Sec. 17-2.5(d), Planned Development.
Lot Width, min. (ft.)	
Lot Coverage, max. (% of site area)	
Density, max. (du/acre)	
Intensity, max. (sf)	
Front Yard Setback, min. (ft.)	
Side Yard Setback, min. (ft.)	
Rear Yard Setback, min. (ft.)	
Building Height, max. (ft.)	
Other intensity and dimensional standards	
Notes: ft. = feet sf. = square feet du. = dwelling unit	

(3) Use Standards

The specific uses that may be developed in the specific PD zoning district, together with any standards that apply to specific uses, shall be identified in the PD Plan.

a. Principal Uses

The following uses are not allowed in a PD zoning district:

1. Mobile home park;
2. Dormitory, private;
3. Correctional facility;
4. Zoo;
5. College or university;
6. Hospital;
7. Airport;
8. Railroad facility;
9. Solar energy conversion system (large scale);
10. Animal shelter;
11. Laboratory, testing or research;
12. Self-service storage facility;
13. Sign fabrication establishment;
14. Crematory;
15. Sexually-oriented business;
16. Building supplies store;
17. Commercial vehicle sales and rentals;
18. Personal vehicle sales and rentals;
19. Vehicle towing and wrecker service;
20. Uses in the Agriculture and Forestry use categories;
21. Uses in the Industrial use classification; and
22. Any use that the Zoning Administrator determines to be part of , or substantially similar to, a use type, use category, or use classification listed in this subsection using the standards in Sec. 17-9.3(b), Interpretation of Unlisted Uses.

b. Accessory Uses and Structures

Accessory uses and structures within a PD district shall be subject to the standards in Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures.

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District**

(4) District-Specific Development Standards

Development in a PD district shall comply with the following standards.

a. Use mixing

A PD district shall provide a mix of residential and nonresidential uses.

b. Building Types

A PD district shall provide a mix of building types, when feasible.

c. Pedestrian and Nonmotorized Connections

Facilities for pedestrian and other nonmotorized transportation shall be provided to establish connections within the site, and to adjacent public streets. The facilities may include, but are not limited to:

1. Sidewalks and trails;
2. Wayfinding markers and signage;
3. Crosswalks, raised intersections, traffic signals, or other safety features;
4. Curb cuts for bicycles, wheelchairs, and other forms of nonmotorized transportation;
5. Paths that connect to buildings, parking areas, open space areas, and public streets; and
6. Bicycle facilities, including on-street and off-street facilities and bicycle parking.

d. General Development Standards

1. Development in a PD district shall comply with the standards in Article 5: Development Standards, unless they are modified as allowed by Table 17-3.6(c)(4): Development Standards Subject to Modification.

TABLE 17-3.6(C)(4): DEVELOPMENT STANDARDS SUBJECT TO MODIFICATION		
STANDARD		MEANS TO MODIFY
Sec. 17-5.1	Access, Mobility, and Circulation	PD Plan
Sec. 17-5.2,	Off-Street Parking, Bicycle Parking	PD Plan
Sec. 17-5.3,	Landscaping	PD Plan
Sec. 17-5.4,	Tree Protection	PD Plan
Sec. 17-5.5,	Open Space	Modifications prohibited
Sec. 17-5.6,	Neighborhood Compatibility	Modifications prohibited
Sec. 17-5.7,	Form and Design Standards	PD Plan
Sec. 17-5.8,	Fences and Walls	PD Plan
0,	Exterior Lighting	PD Plan
0	Signs	PD Plan
Sec. 17-6.2,	Minimum Design Standards	PD Plan
0,	Improvements and Sureties	PD Plan
Article 9:	Definitions and Rules of Measurement	PD Plan

2. Modifications to development standards, as allowed in Table 17-3.6(c)(4): Development Standards Subject to Modification, shall be:

- (i) Consistent with the purpose the PD district; and
- (ii) Documented in the PD Plan and PD Agreement documents, with a clear basis for why the change is needed, how it supports the purpose of this district, and how it supports high-quality development.

e. Site Access

Any streets, alleys, and driveways proposed shall be adequate to serve the residents, occupants, visitors, and other anticipated traffic of the PD district, but may be designed to discourage through traffic from traversing the development.

f. Pedestrian Circulation

The pedestrian circulation system and its related walkways shall be separated as completely as possible from the vehicular street system in order to provide separation of pedestrian and vehicular movement.

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District**

g. Utilities

The planned development shall provide for underground installation of utilities (including electricity and telephone) both public ways and private extensions. Provisions shall be made for acceptable design and construction of storm water facilities including grading, gutter, piping, and treatment of turf and maintenance of facilities.

h. Privacy

A planned development containing residential uses shall provide reasonable visual and acoustical privacy for dwelling units, including fences, insulation, walks, barriers, protection and aesthetic enhancement of property and the privacy of its occupants. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 6.04 acres S/S Trinity
Drive and 3.68 acres S/S Trinity Drive; TMS# 16413-01 and
16413-01-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-083 - Annexing 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive, Richland County TMS #16413-01-01 and TMS #16413-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign the land use classification of Urban Edge mixed Residential (UEMR) and the assignment of zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium density) and zoned RU by Richland County.

Applicant: A. Forbes Patterson, Toma T. Patterson, Walker P. Ragin, Jr., Caroline Ragin Freeman, W. Motte Ragin/J. Scott Morrison, Morr Group, Inc.

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given on July 18, 2023.

ATTACHMENTS:

- **#a:** ANNEX-2023-0009_TrinityDr_ZPH(PDF)
- **#b:** 2023-083 - Annex and Incorporate SS Trinity Drive (PDF)

- #c: Trinity_Offer_Notice (PDF)
- #d: Trinity3.68acSS_Ragin_Petition (PDF)
- #e: Trinity6.04acSS_Patterson_Petition (PDF)

HISTORY:

07/18/23

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

July 18, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive;
TMS# 16413-01-01 and 16413-01-02**

Council District: 4

Proposal: Request to annex the property and assign the land use classification of Urban Edge Mixed Residential (UEMR) and the assignment of zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: A. Forbes Patterson, Toma T. Patterson, Walker P. Ragin, Jr., Caroline Ragin Freeman, W. Motte Ragin/J. Scott Morrison, Morr Group, Inc.

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

ZPH, 1st Reading: 07/18/2023; Pending

2nd Reading: 08/01/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 9.72 acres

Current Use: Undeveloped

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole- Primary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)

Current County Zoning: Rural (RU)

Proposed City Zoning: Residential Mixed District (RM-1)

Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed townhome development would be **approximately \$31,000 per year**, based on calls in nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The Solid Waste Division provides solid waste service in this vicinity. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

The customers on this property will pay water and sewer rates approximately **40% lower** than out-of-city customers. As this is a proposed new development, these will be new customers and new revenue to the City.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as a Donut Hole - Primary in the Urban Service Area plan. A 124-unit townhome development is proposed for the overall site; a portion of the development is on land that is already within the City limits. The estimated real estate tax revenue generated for the City would be **approximately \$95,000 per year**, based on the estimated developed value of the property.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole- Primary” as identified in the Urban Service Area Map

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are

areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification description.

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 recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

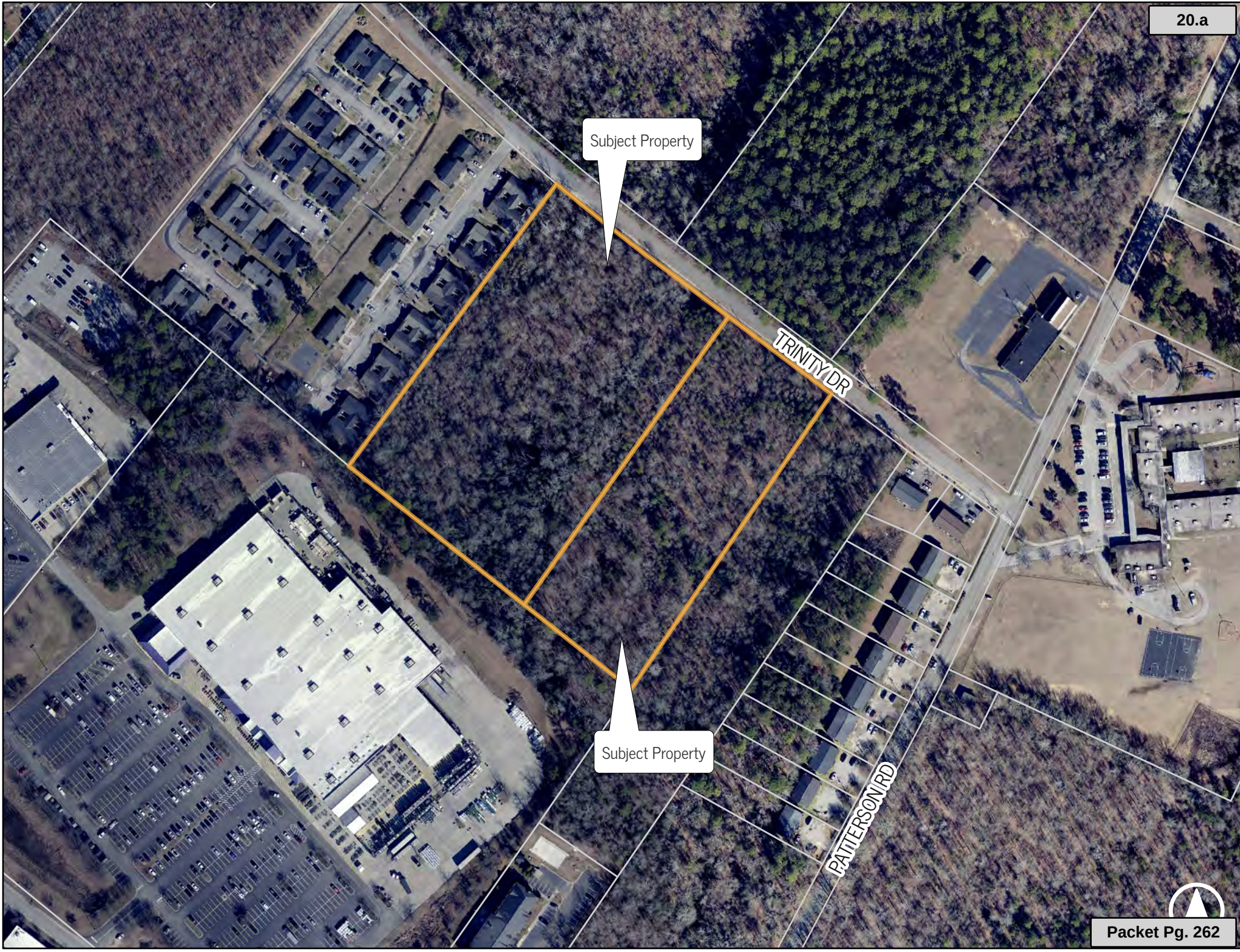
The parcel is currently zoned RU by Richland County. Adjacent parcels within the City of Columbia are currently zoned General Commercial District (GC) to the southwest, and Office and Institutional District (OI) to the northwest, northeast, and southeast. The parcel to the immediate southeast is under consideration for an amendment from OI to RM-1, in an application related to this case.

The proposed City of Columbia zoning district is Residential Mixed District (RM-1).

Refer to attached zoning district classification description.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-1) at the time of annexation.



Subject Property

Subject Property

TRINITY DR

PATTERSON RD



Future Land Use

6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive, TMS# 16413-01-01 and 16413-01-02
 Current Richland Co. Future Land Use: Neighborhood (Medium Density)
 Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

20.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
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- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
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- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

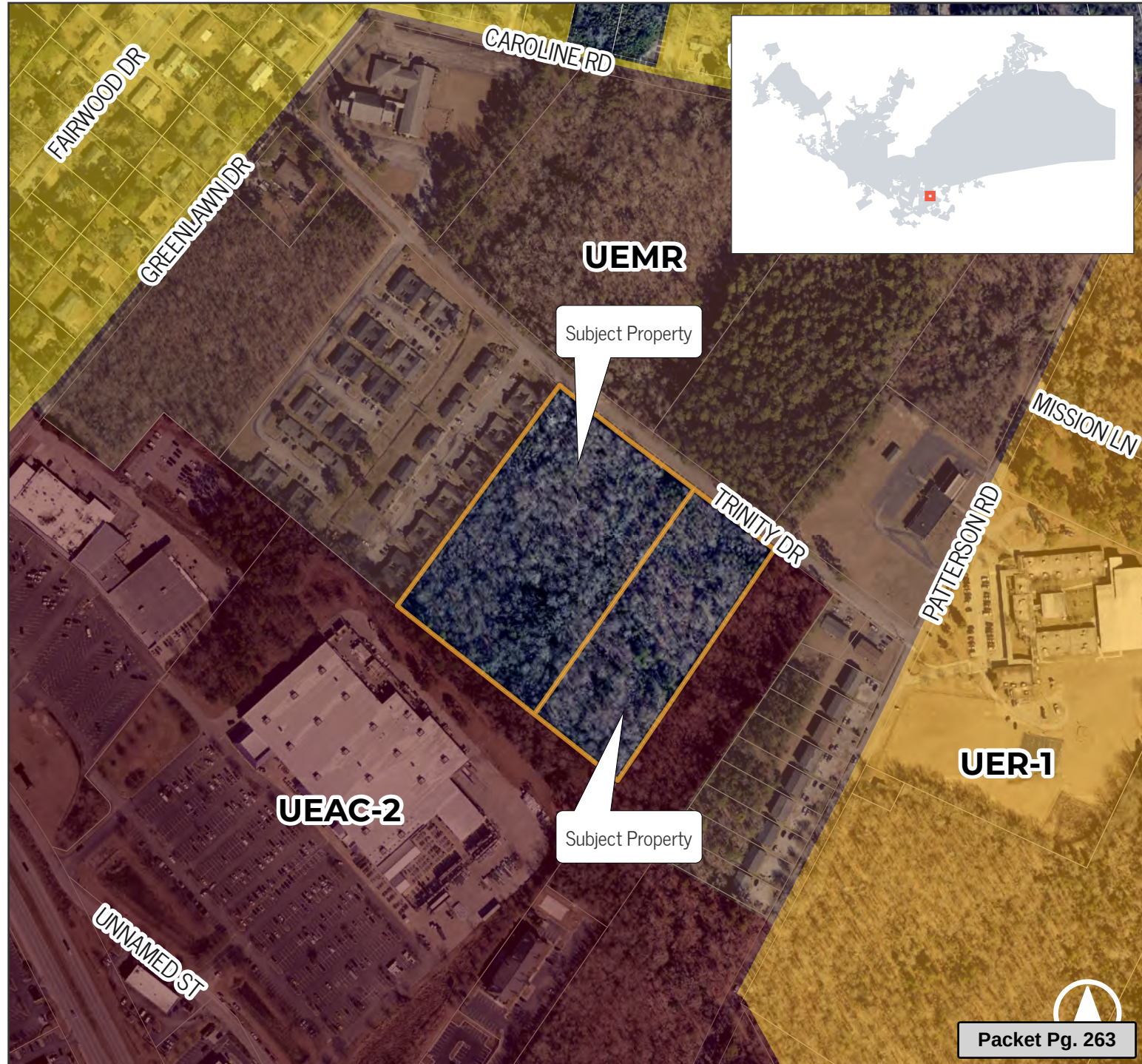
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Planning & Development Services Department

Created by: ladeforth Date: 4/28/2023



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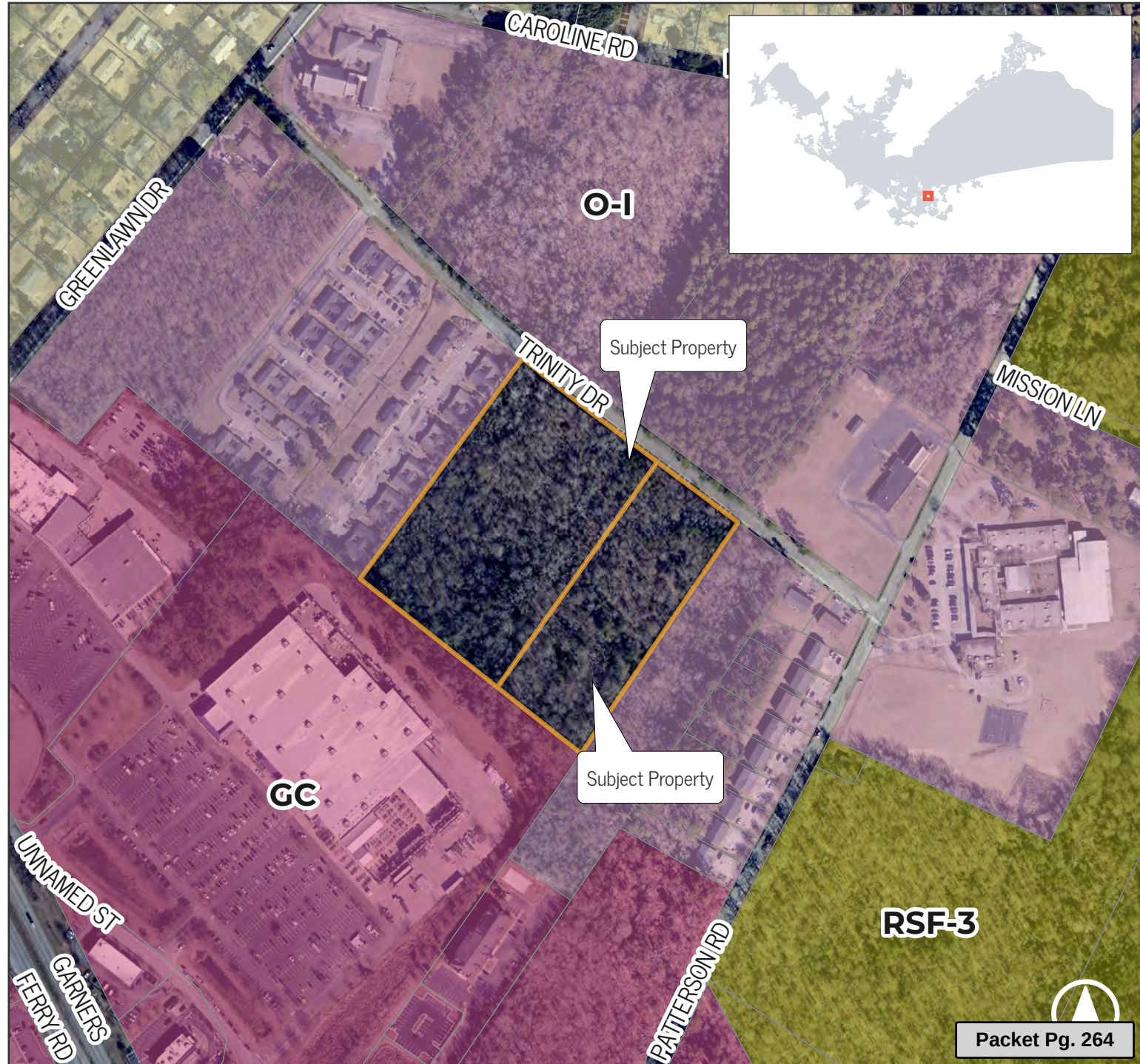
Zoning

6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive, TMS# 16413-01-01 and 16413-01-02
 Current Richland Co. Zoning: Rural (RU)
 Proposed City Zoning: Residential Mixed District (RM-1)

20.a

Legend

- O-I: Office and Institutional District
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RSF-1: Residential Single Family - Large Lot District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: ladeforth Date: 4/28/2023



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Proposed Future Land Use Classification

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



P parking **T** transit

UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Proposed Zoning District



RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	40	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-083

Annexing 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive, Richland County TMS #16413-01-01 and TMS #16413-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as S/S Trinity Drive and TMS# 163413-01-01 and TMS #16413-01-02 containing 9.72 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 116.08, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and

zoning of Residential Mixed district (RM-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 16413-01-01 and 16413-01-02

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-083
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, tract or lot of land, together with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being a 3.68 acre portion of Parcel "A" as shown and delineated on a plat prepared for Walker P. Ragin by Ben Whetstone Associates, dated October 5, 2011, and recorded in the Register of Deeds Office for Richland County in Record Book 1729 at page 1467 and having the following boundaries and measurements: commencing at a 5/8" rebar on the southwestern right of way of Trinity Drive, 205.07 feet from an iron at Patterson Road; thence running along a line designated as L4 bearing S49°30'42"E for a distance of 175.81 feet to a 1" iron, THE POINT OF BEGINNING; thence turning and running N37°50'16"E for a distance of 659.34 feet to a 1" iron; thence turning and running N48°00'15"W along the lands N/F Lowes Home Centers, Inc. for a distance of 251.57 feet to a 5/8" rebar; thence turning and running N39°00'32"E along the boundary of Parcel "B" for a distance of 652.23 feet to a 5/8" rebar; thence turning and running along a line designated as L3 bearing S49°30'42"E for a distance of 237.84 feet to THE POINT OF BEGINNING. Said property having such shapes, courses, distances, metes and bounds as shown upon said plat, reference being craved thereto as often as necessary for a more complete and accurate description; all measurements being a little more or less.

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Parcel "B", 6.04 acres, on a plat of property prepared for Walker P. Ragin, by Ben Whetstone Associates, dated October 5, 2011, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 1729 at page 1467; reference being made to said plat for more complete and accurate description; be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 24, 2023

RE: **Property Address:** 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive
Richland County TMS#: 16413-01-01 and 16413-01-02
Owner(s)/Applicant: A. Forbes Patterson, Toma T. Patterson, Walker P. Ragin, Jr., Caroline Ragin Freeman, W. Motte Ragin/J. Scott Morrison, Morr Group, Inc.
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural (RU)
Proposed City Zoning: Residential Mixed District (RM-1)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 4
Census Tract: 116.08

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 8, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

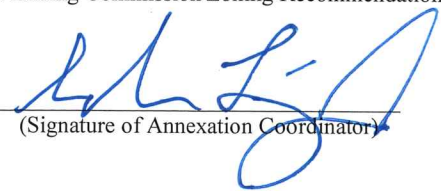
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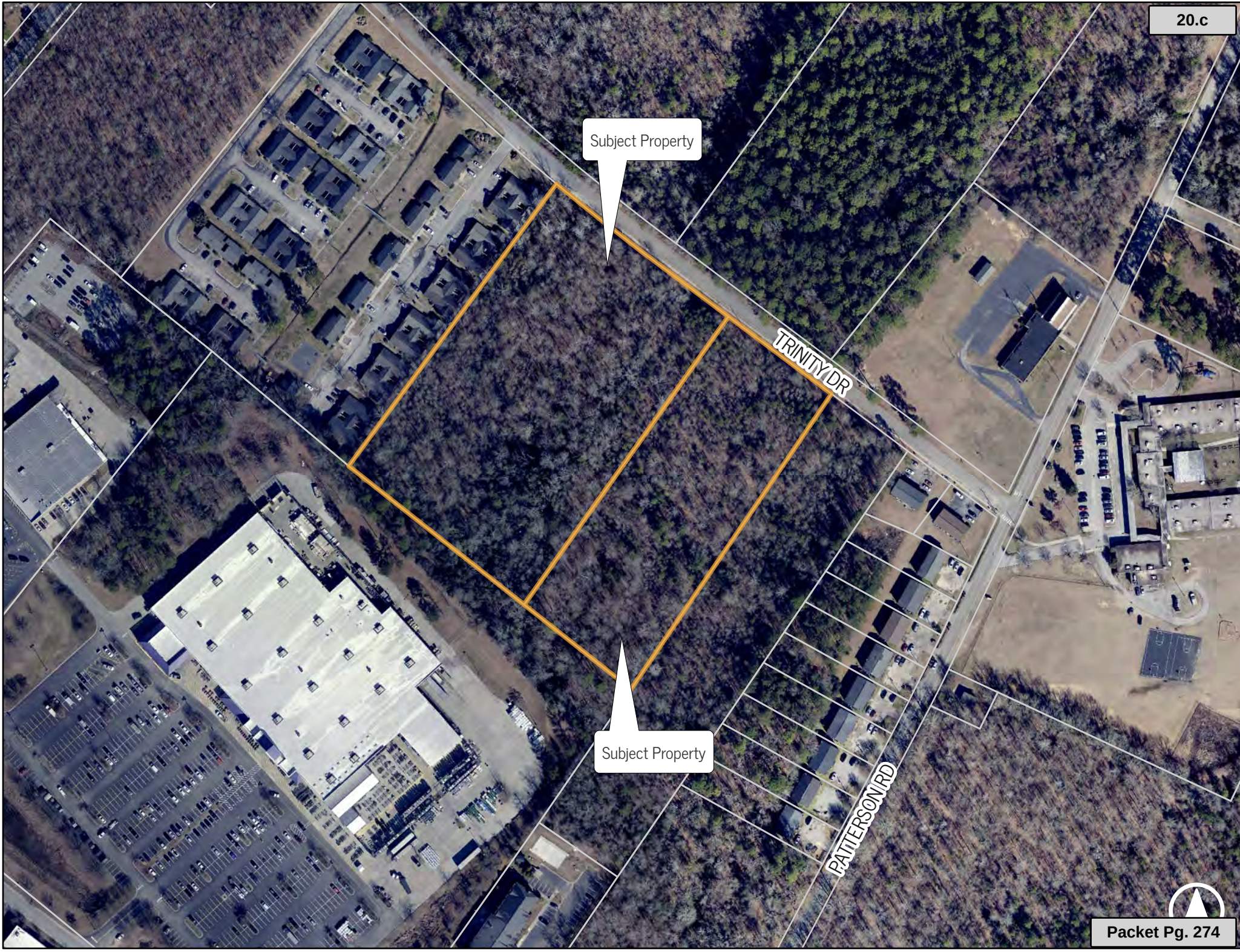
Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 7-0
 on 6/8/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RM-1 (Zoning classification) by 7-0
 on 6/8/23 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Subject Property

TRINITY DR

Subject Property

PATTERSON RD



Future Land Use

6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive
 Current Richland Co. Future Land Use: Neighborhood (Medium Density)
 Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

20.c

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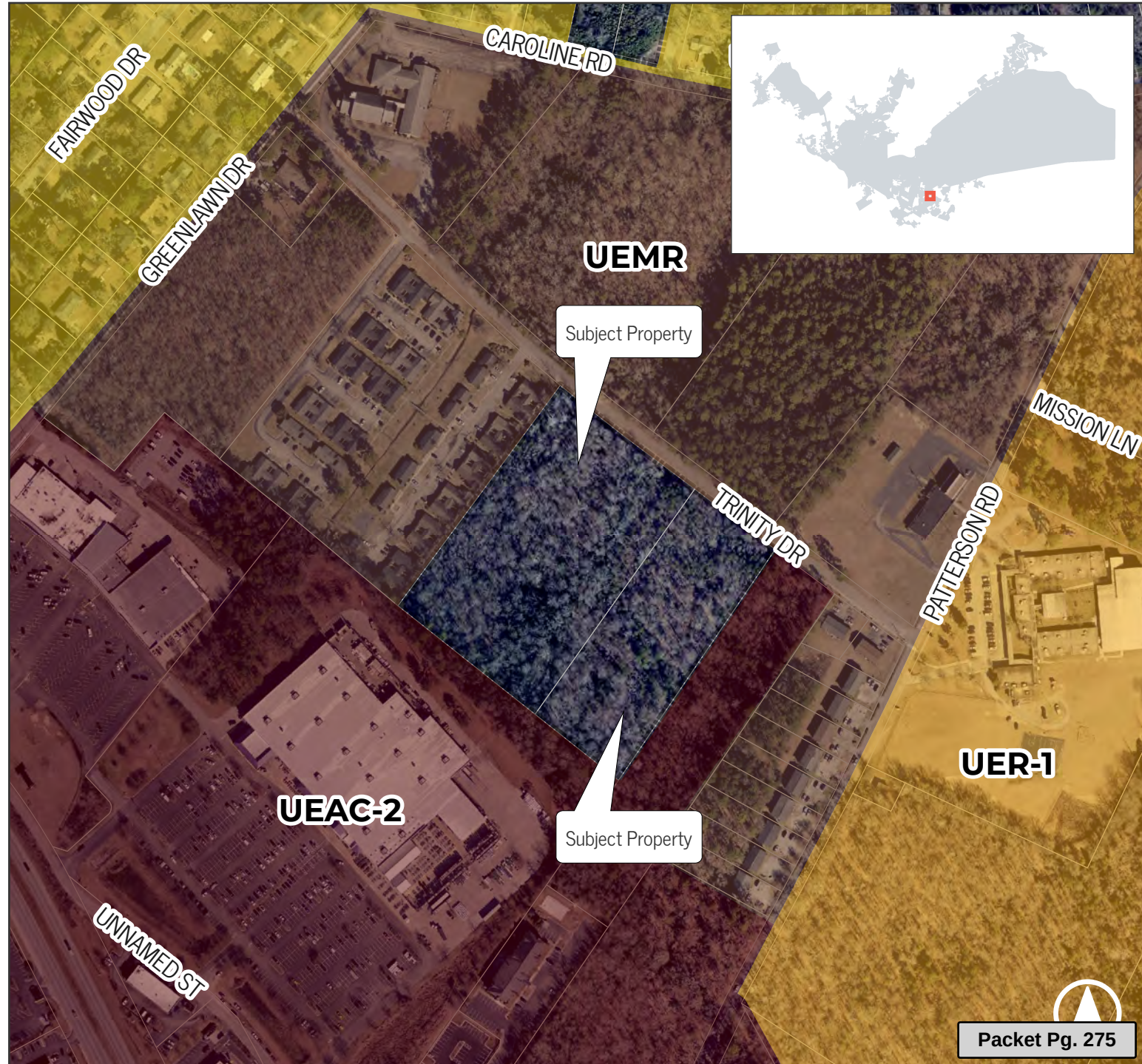
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Planning & Development Services Department

Created by: ladeforth Date: 4/21/2023



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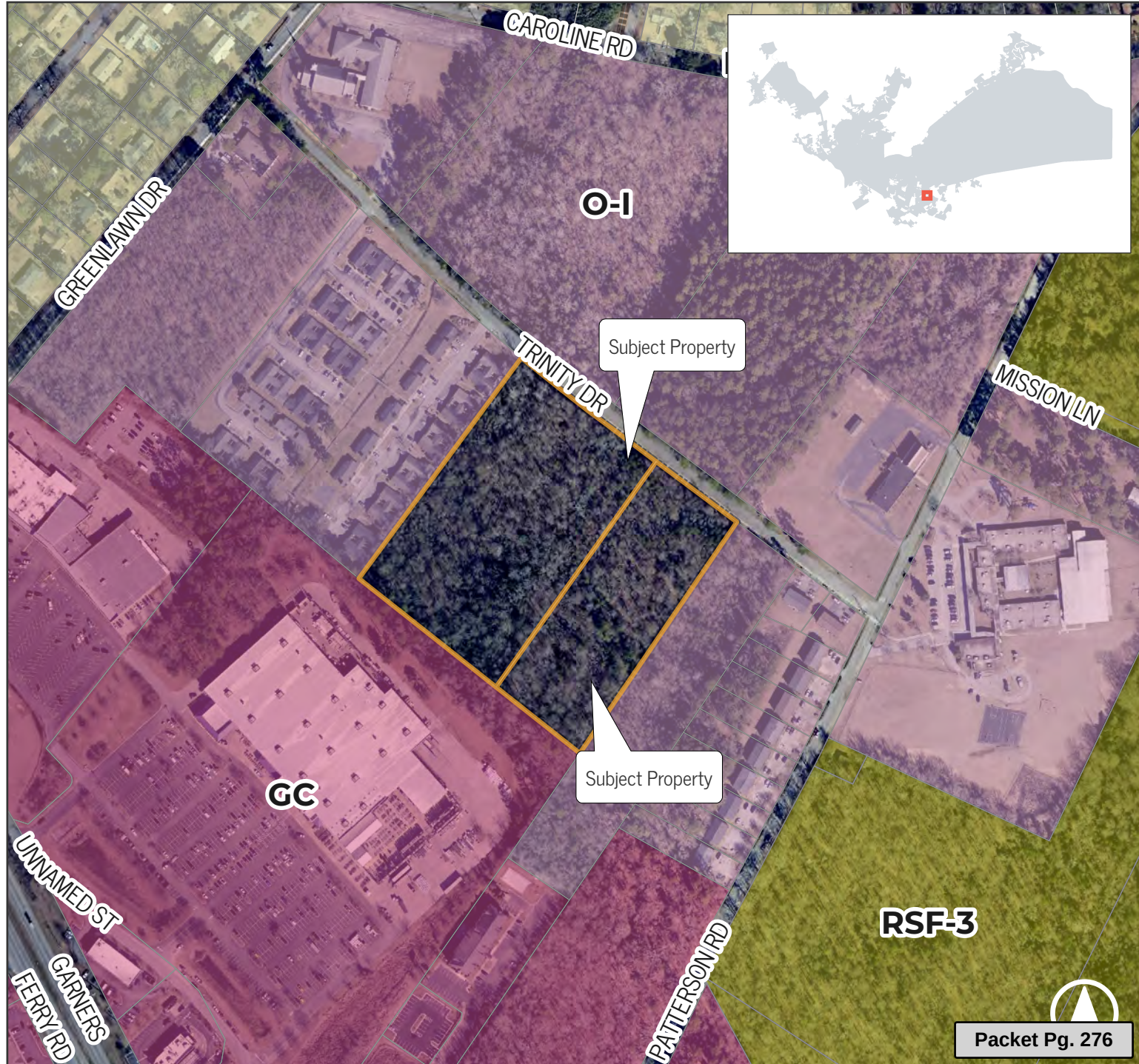
Zoning

6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive
 Current Richland Co. Zoning: Rural (RU)
 Proposed City Zoning: Residential Mixed District (RM-1)

20.c

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- RSF-3: Residential Single Family - Small Lot District
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- Parcels
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**Planning & Development
 Services Department**

Created by: ladeforth Date: 4/21/2023



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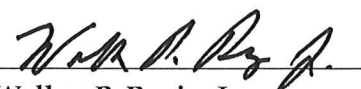
Packet Pg. 276

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, tract or lot of land, together with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being a 3.68 acre portion of Parcel "A" as shown and delineated on a plat prepared for Walker P. Ragin by Ben Whetstone Associates, dated October 5, 2011, and recorded in the Register of Deeds Office for Richland County in Record Book 1729 at page 1467 and having the following boundaries and measurements: commencing at a 5/8" rebar on the southwestern right of way of Trinity Drive, 205.07 feet from an iron at Patterson Road; thence running along a line designated as L4 bearing S49°30'42"E for a distance of 175.81 feet to a 1" iron, THE POINT OF BEGINNING; thence turning and running N37°50'16"E for a distance of 659.34 feet to a 1" iron; thence turning and running N48°00'15"W along the lands N/F Lowes Home Centers, Inc. for a distance of 251.57 feet to a 5/8" rebar; thence turning and running N39°00'32"E along the boundary of Parcel "B" for a distance of 652.23 feet to a 5/8" rebar; thence turning and running along a line designated as L3 bearing S49°30'42"E for a distance of 237.84 feet to THE POINT OF BEGINNING. Said property having such shapes, courses, distances, metes and bounds as shown upon said plat, reference being craved thereto as often as necessary for a more complete and accurate description; all measurements being a little more or less.

Richland County TMS: 16413-01-02
 Property Address: 3.68 acres S/S Trinity Drive


 Walker P. Ragin, Jr.

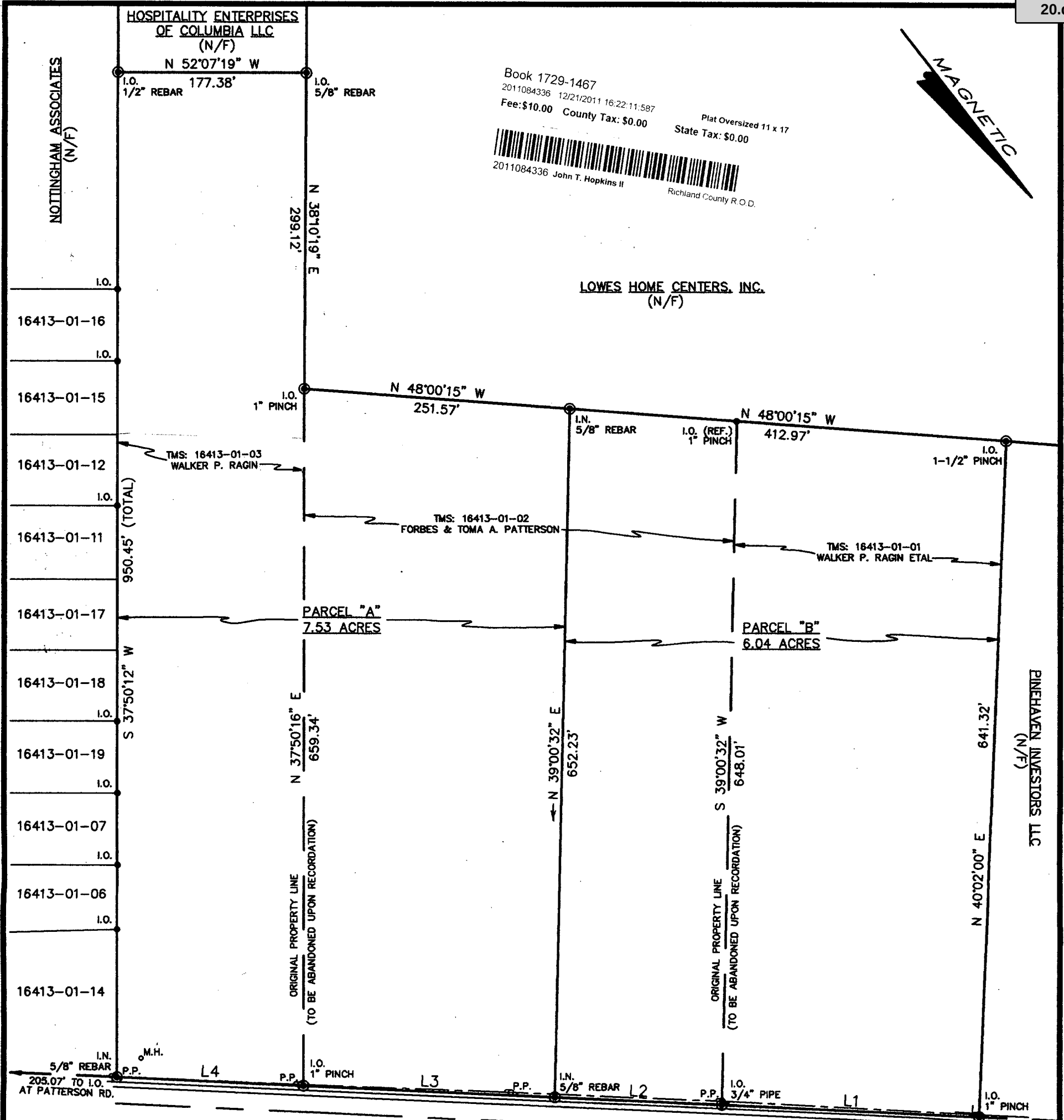
Date: 4/14/23


 Caroline Ragin Freeman

Date: 4-14-23


 W. Motte Ragin

Date: 4-14-23



PARCEL A - WALKER P. RAGIN ETAL
PARCEL B - FORBES & TOMA T. PATTERSON

LINE TABLE		
LINE	LENGTH	BEARING
L1	243.03'	S49°28'33\"E
L2	158.05'	S49°30'42\"E
L3	237.84'	S49°30'42\"E
L4	175.81'	S49°30'42\"E

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

PARCELS OF LAND NEAR COLUMBIA, IN RICHLAND COUNTY, S.C.; TMS: 16413-01-01, 16413-01-02, & 16413-01-03
REFERENCE PLATS: PLAT BOOK 10, PAGE 237 & RECORD BOOK 1193, PAGE 2607.

APPROVED FOR RECORDING

Date 12/6/11
RCF # MS-11-164
Signature NA P

BEN WHETSTONE ASSOCIATES
1321 AUGUSTA ROAD
WEST COLUMBIA, S.C. 29169
PHONE (803) 791-8467

OCTOBER 5, 2011
SCALE: 1" = 100'
0' 50' 100' 200'

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

Benjamin H. Whetstone
BENJAMIN H. WHETSTONE, R.L.S.
S.C. REGISTRATION NUMBER #2904

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Parcel "B", 6.04 acres, on a plat of property prepared for Walker P. Ragin, by Ben Whetstone Associates, dated October 5, 2011, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 1729 at page 1467; reference being made to said plat for more complete and accurate description; be all measurements a little more or less.

Richland County TMS: 16413-01-01

Property Address: 6.04 acres S/S Trinity Drive

A. Forbes Patterson

A. Forbes Patterson

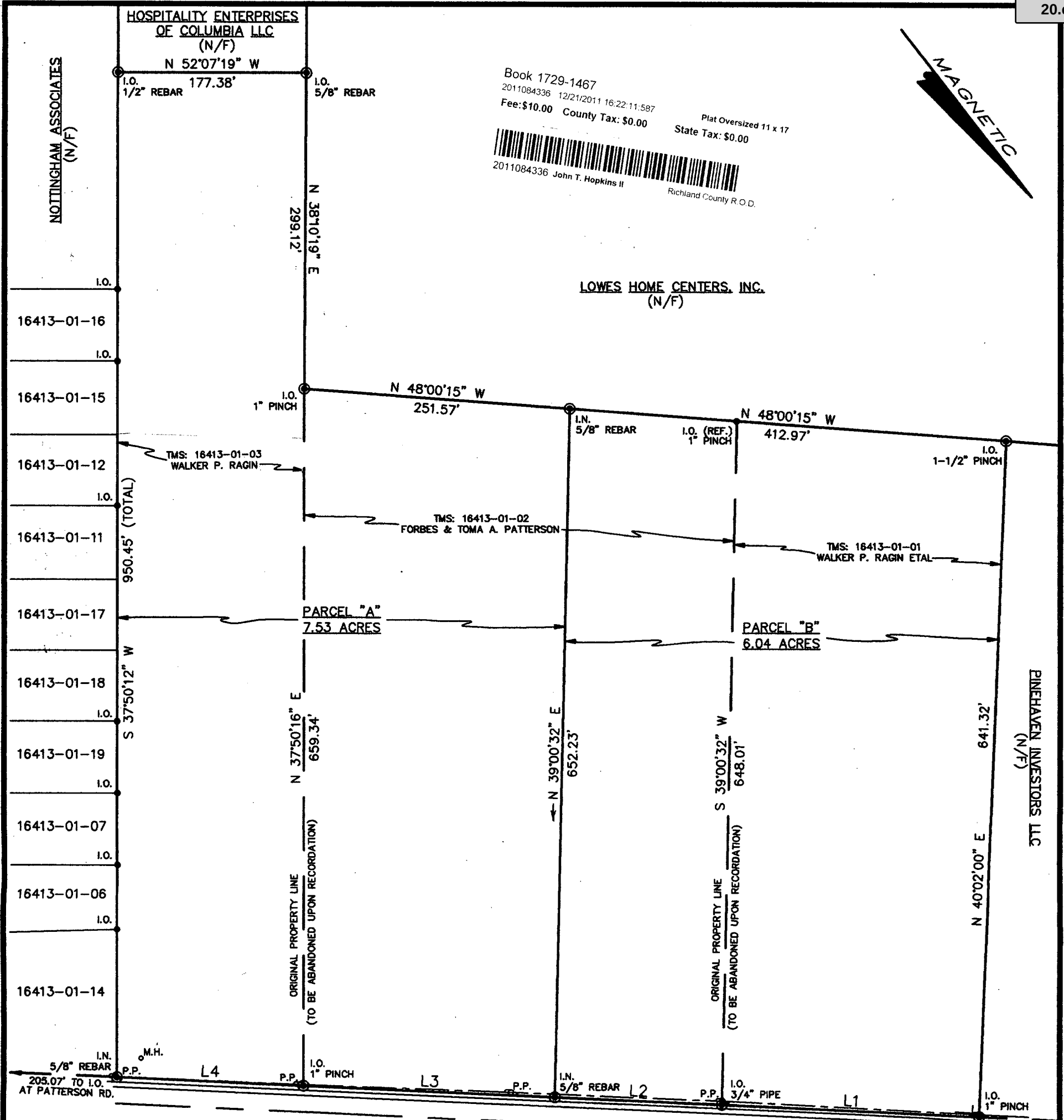
Date: 4-14-2023

A. Forbes Patterson POA

Toma T. Patterson

Toma T. Patterson

Date: 4-14-2023



PARCEL A - WALKER P. RAGIN ETAL
PARCEL B - FORBES & TOMA T. PATTERSON

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PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

PARCELS OF LAND NEAR COLUMBIA, IN RICHLAND COUNTY, S.C.; TMS: 16413-01-01, 16413-01-02, & 16413-01-03
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APPROVED FOR RECORDING

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RCF # MS-11-164
Signature NA P

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Benjamin H. Whetstone
BENJAMIN H. WHETSTONE, R.L.S.
S.C. REGISTRATION NUMBER #2904



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 3.85 acres, S/S Trinity Drive TMS# 16413-01-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-085 - Amending the Official Zoning Map to modify the zoning for 3.85 acres S/S Trinity Drive, Richland County TMS# 16413-01-03

Council District: 4

Proposal: Request to rezone the property from Office Institutional (O-I) to Residential Mixed District (RM-1)

Applicant: Scott Morrison, Morr Group, Inc.

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given on July 18, 2023.

ATTACHMENTS:

- **#a:** 2023-085 - Zoning Map Amendment to Rezone SS Trinity Drive (PDF)
- **#b:** Zoning Map (PDF)
- **#c:** ZMA-2023-0008_Trinity_ZPH (PDF)

HISTORY:

07/18/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-085

*Amending the Official Zoning Map to modify the zoning for 3.85 acres S/S Trinity Drive, Richland County
TMS# 16413-01-03*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 3.85 acres S/S Trinity Drive, Richland County TMS# 16413-01-03; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 3.85 acres S/S Trinity Drive, Richland County TMS# 16413-01-03 and as shown in Attachment A, is hereby rezoned from Office and Institutional (O-I) to Residential Mixed District (RM-1). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Zoning

S/S Trinity Drive, TMS# 16413-01-03

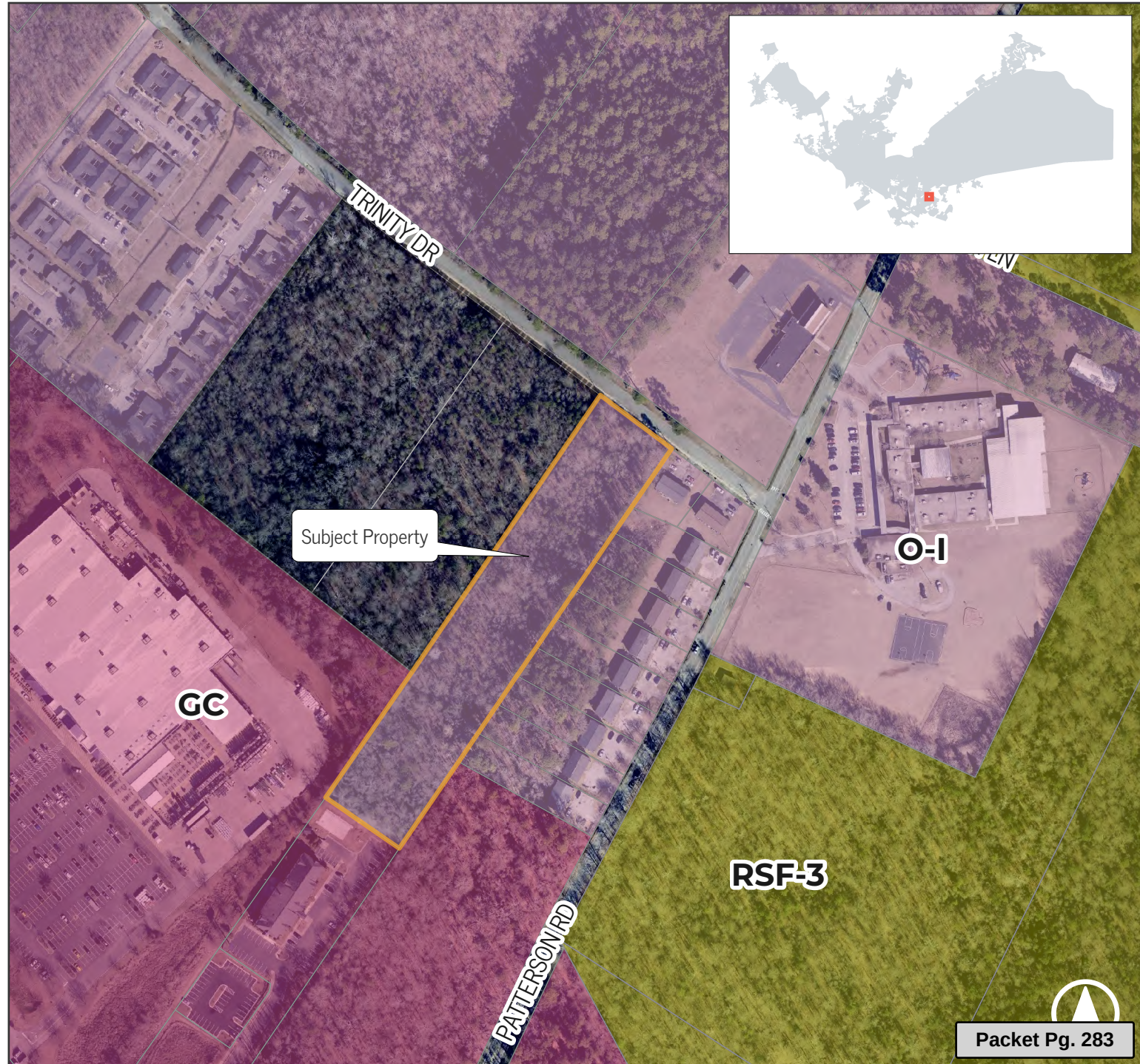
Current Zoning: Office and Institutional District (OI)

Proposed Zoning: Residential Mixed District (RM-1)

21.b

Legend

- O-I: Office and Institutional District
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: ladeforth Date: 4/20/2023



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CITY COUNCIL

July 18, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary 3.85 ac, S/S Trinity Drive TMS# 16413-01-03

Council District:	4
Proposal:	Request to rezone the property from Office Institutional (O-I) to Residential Mixed District (RM-1)
Applicant:	Scott Morrison, Morr Group, Inc.
Staff Recommendation:	Approval
PC Recommendation:	06/08/2023; Approval (7-0)
ZPH, 1st Reading:	07/18/2023; Pending
2nd Reading:	08/01/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 3.85 acres
Current Use: Vacant
Proposed Use: Residential townhomes
Land Use Classification: Urban Edge Regional Activity Center/Corridor 2 (UEAC-2)
Current Zoning: Office Institutional (O-I)
Proposed Zoning: Residential Mixed District (RM-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Urban Edge Regional Activity Center (UEAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

- **Refer to attached land use classification descriptions.**

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 recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has base zoning of Office Institutional (O-I). The abutting properties in the City of Columbia have base zoning of Office Institutional (O-I) to the North and East and General Commercial (GC) to the South.

The proposed zoning district is Residential Mixed District (RM-1).

Refer to attached zoning district classification descriptions.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classifications in the Columbia Compass plan. Staff finds that a recommendation to approve is appropriate.



Subject Property

TRINITY DR

PATTERSON RD

MISSION LN



Future Land Use

S/S Trinity Drive, TMS# 16413-01-03

21.c

Future Land Use: Urban Edge Regional Activity Center (UEAC-2)

Legend

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

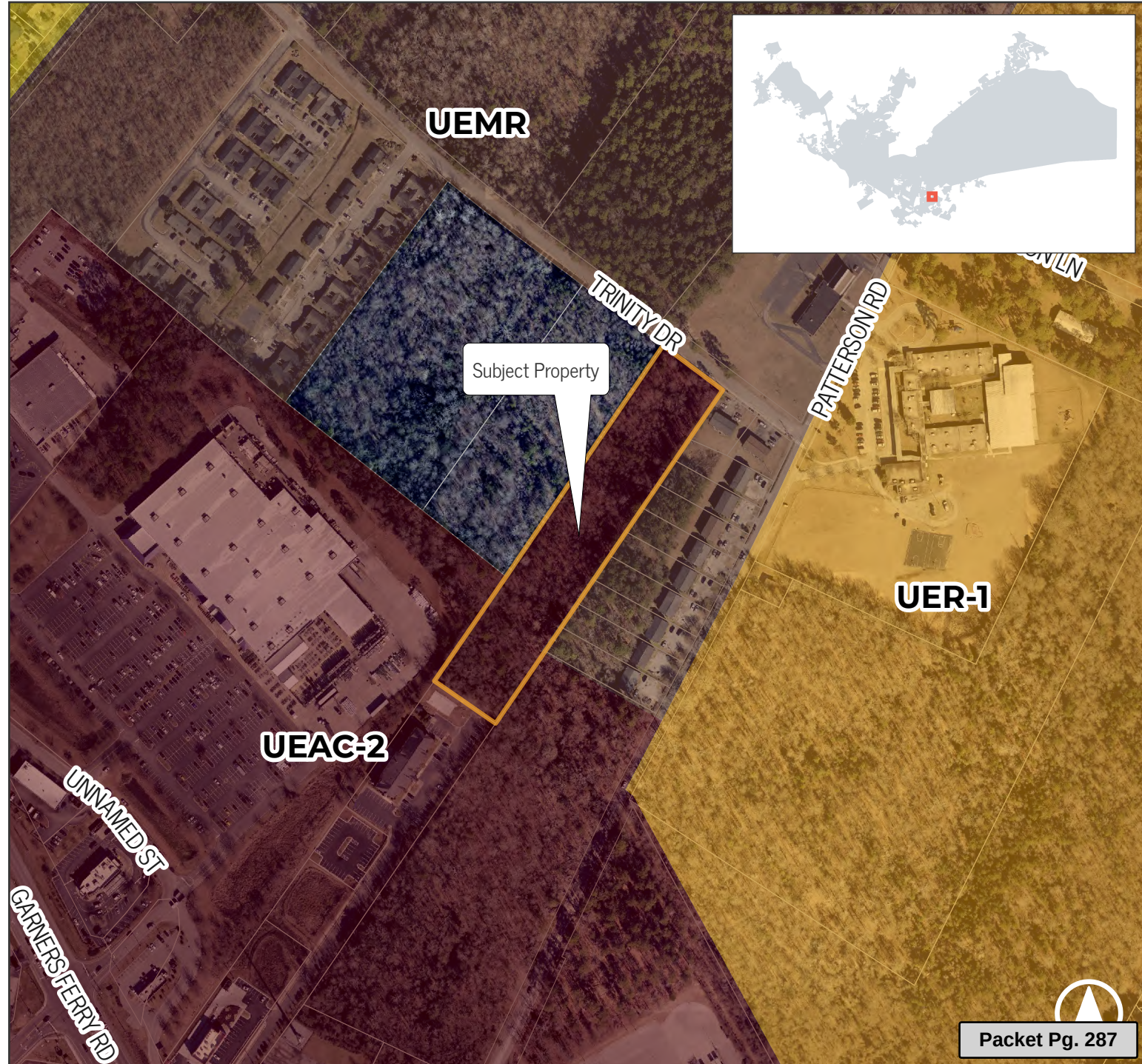
0 200 400 Feet

Planning & Development Services Department

Created by: ladeforth Date: 4/20/2023



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Zoning

S/S Trinity Drive, TMS# 16413-01-03

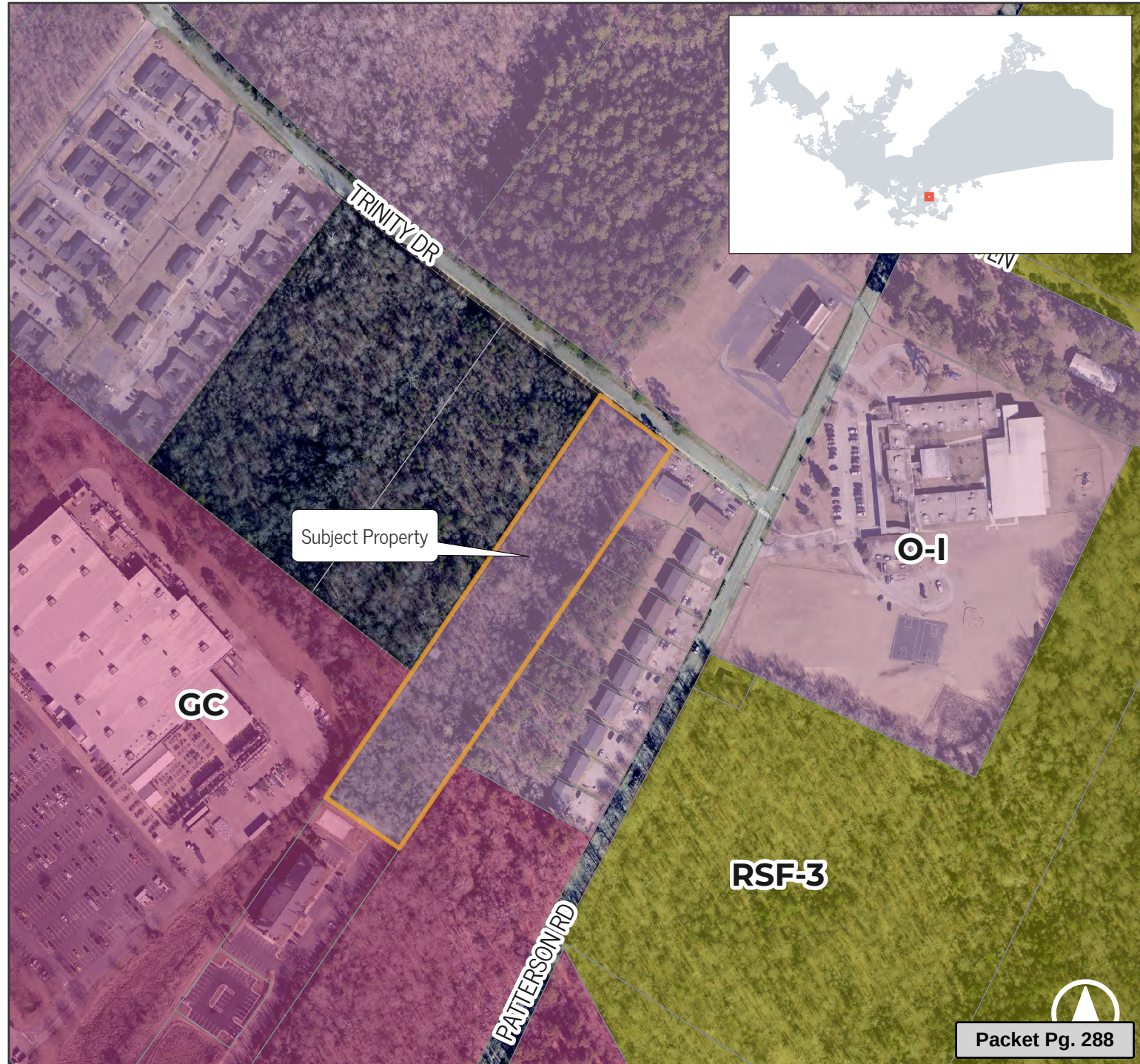
Current Zoning: Office and Institutional District (OI)

Proposed Zoning: Residential Mixed District (RM-1)

21.c

Legend

- O-I: Office and Institutional District
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: ladeforth Date: 4/20/2023



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Existing Future Land Use Classification

Development Types

URBAN EDGE REGIONAL ACTIVITY CENTER (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.



UEAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

TERTIARY TYPES

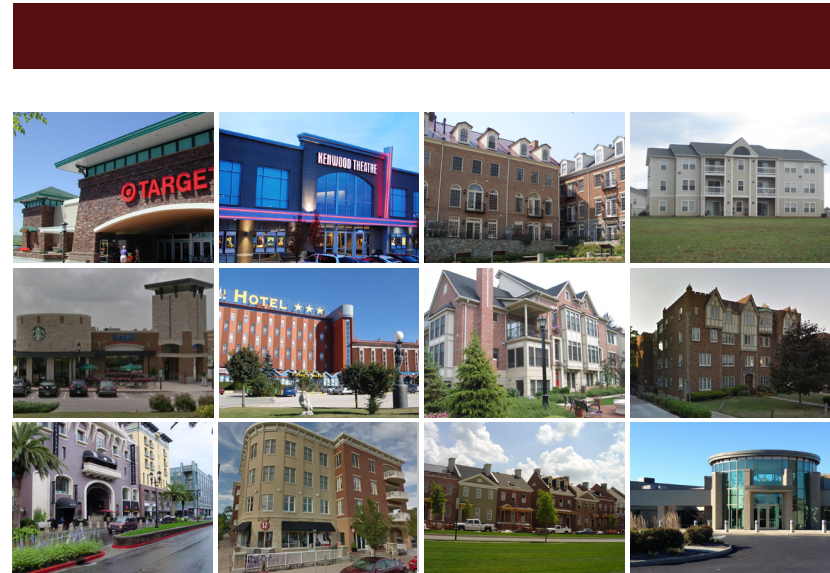
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-2 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Ingress and egress to the primary road network may be managed by collector drives. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on tenant mix; subdivision beyond blocks may be non-existent.
- Buildings may be street-oriented or face a parking lot within a development. Buildings often have a larger footprint and are stand-alone single-use structures or are organized in a shopping center configuration.
- Buildings range from small to extra large scale footprint and are typically between one to six stories.
- Design of centers is auto-oriented, but should fully accommodate pedestrians and cyclists as well as automobiles, with sidewalks or other pedestrian connections established between developments.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Regional Activity Center, parking for businesses should be accommodated in inner block surface parking or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Regional Activity Centers typically contain multiple developments along an arterial or collector road, and surrounding areas may transition into Community or Regional Activity Corridors. Developments will range in size and intensity.



- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Regional Activity Centers. Bike racks, benches, and other pedestrian and cycling amenities are found along sidewalks and in open spaces.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.

Existing Zoning District



O-I: Office and Institutional District

Purpose

The purpose of the Office and Institutional (O-I) District is to provide lands that accommodate a broad range of civic and commercial development, as well as limited residential, typically in locations where visibility and good access are important. Development is encouraged to be configured with multiple uses, shared parking, and coordinated signage and landscaping. Higher-density residential development is encouraged on the upper floors of nonresidential establishments.

Allowed uses include multi-family, mixed-use, hospitals, government offices, medical or dental offices, professional offices, and restaurants.

Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	7,500	5,000
Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	16.4	
Front Yard Setback, min. (ft.)	10	
Side Yard Setback, min. (ft.)	N/A	
Rear Yard Setback, min. (ft.)	10	
Building Height, max. (ft.)	50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Community recreation center	Elementary, middle, or high school
Dwelling, live-work ¹	Cultural facility	School, business or trade
Dwelling, mixed-use ²	Day care facility ¹	Hospital
Dwelling, multifamily ²	Government office	Laboratory, medical or dental
Dwelling, single-family detached	Library	Medical or dental clinic/office
Dwelling, townhouse ²	Membership organization facility	Nursing care facility
Dwelling, two-family	Place of worship ¹	Arboretum or botanical garden
Dormitory, public ²	Public safety facility	Cemetery
Residential care facility ²	Social services facility	Park or greenway ¹
Rooming house or boardinghouse ²	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

O-I: OFFICE AND INSTITUTIONAL

Parking lot¹

Parking structure²

Passenger terminal, surface
transportation²

Utility facility, major²

Utility facility, minor

Kennel¹

Veterinary hospital or clinic¹

Eating establishment only¹

Eating and drinking establishment,
Type 1¹

Eating and drinking establishment,
Type 2²

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Performing arts center²

Farmers' market

Bed and breakfast¹

Hotel or motel

Community garden²

Crop production and processing

Manufacturing, assembly, or
fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District



RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	40	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-088 - Granting an encroachment to Capital City Financial Partners, care of Michael Norris and Josh Bradley, for the use of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-088 - 6208 Garners Ferry Encroachment (PDF)
- **#b:** 6208 Garners Ferry encroachment packet revision (PDF)

ORDINANCE NO.: 2023-088

Granting an encroachment to Capital City Financial Partners, care of Michael Norris and Josh Bradley, for the use of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10

WHEREAS, Capital City Financial Partners, care of Michael Norris and Josh Bradley, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way area of the 6200 block of Garners Ferry Road adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10, for the installation and maintenance of landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Prior to installation of landscaping and irrigation, coordinate with Columbia Water the location of a sewer main running parallel to sidewalk to ensure no conflicts between landscaping and utility lines.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-088**



**6200 BLOCK OF GARNERS FERRY ROAD
ADJACENT TO 6208 GARNERS FERRY ROAD
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 6208 Garners Ferry Road
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation.
Applicant:	Capital City Financial Partners, care of Michael Norris and Josh Bradley
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Prior to installation of landscaping and irrigation, coordinate with Columbia Water the location of a sewer main running parallel to sidewalk to ensure no conflicts between landscaping and utility lines.
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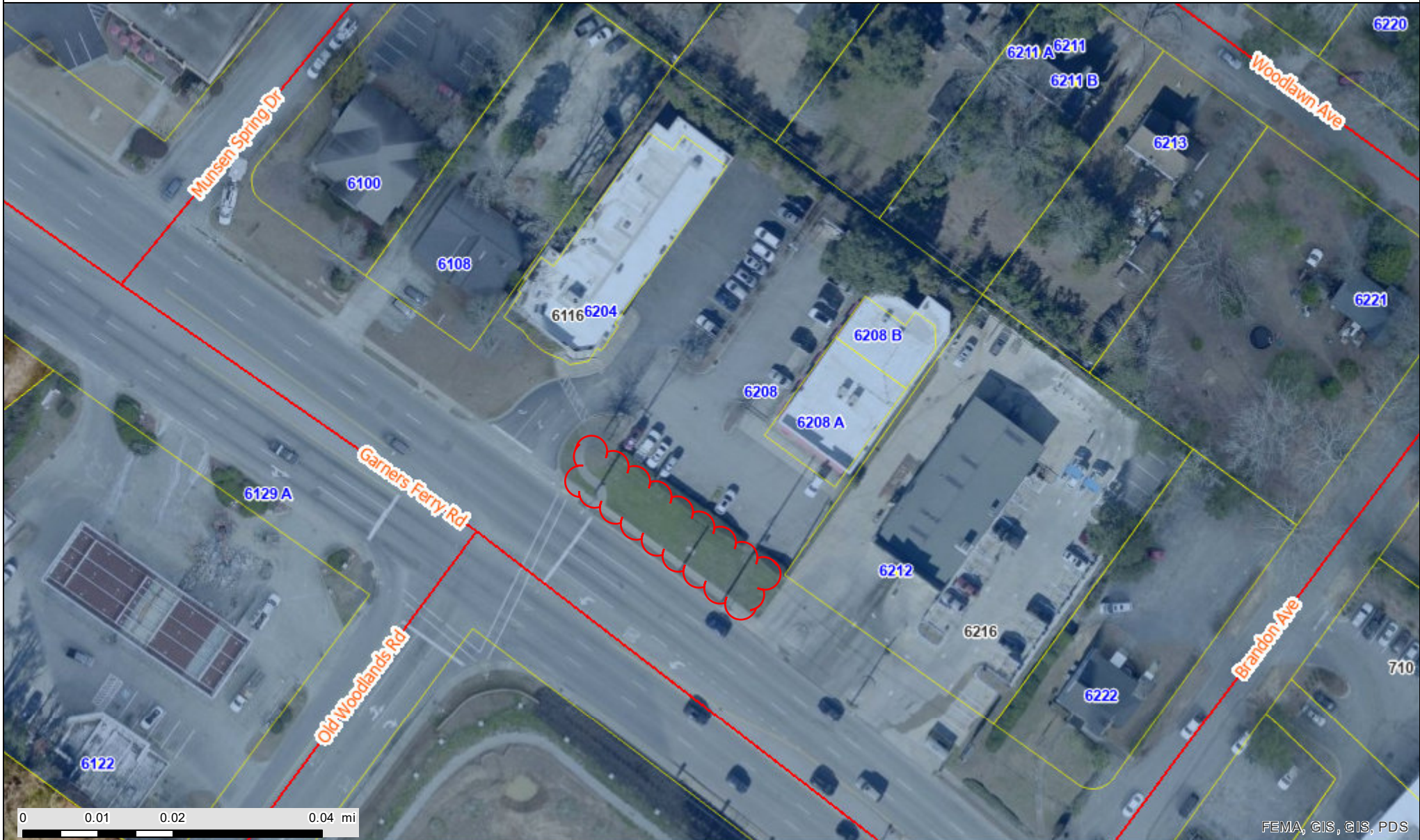
City of Columbia

City of Columbia GIS

22.b



Thursday, June 29, 2023



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. 301



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	☐	☐ RBB
A completed and signed Application Form	☐	☐ RBB
Letters of Agency for all applications where the applicant is not the owner of the subject property	☐	☐ —
Pictures or specification sheet of the items to permanently encroach the Right-of-way	☐	☐ RBP
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	☐ —
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	☐ RBB



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Michael Norris + Josh Bradley	
Company (if applicable) Capital City Financial Partners	
Address (street, city, state, zip) 6208 Garners Ferry Road - Suite A Columbia, SC 29209	
Phone (803) 782-0671	Email Michael@CapitalCityFP.com

2. Property Information

Address 6208 Garners Ferry Road - Suite A Columbia, SC 29209	
Tax Map Reference Number(s) R16404-09-10	
Current use Light commercial (office) C-3 Zoning	Proposed use Light commercial (office) C-3 Zoning (NO CHANGE)

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Running along Garner's Ferry, across from the VA, we would like to invest into landscaping of the grassy area between the road & the existing bush line. There is an enclosed screenshot to further specify the area of interest.

Landscaping would include various small, low-height, ornamental plants, as well as a few small + manageable trees (like, for example, a Pindo Palm). Additionally, mulching swaths of the specified area - to match that of the VA hospital's mulch across the street. It should be noted that any tree, small as it may be, will not be placed where it could, one day, grow to interfere with utility lines, both above & below. No permanent structures are planned. If irrigation is deemed necessary, we would opt for above-ground drip-irrigation, sourced from our office building.

For staff use only

Date received (M/D/Y):

By:



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☐	☒
Location of lots and outlets (numbered and area in square feet)	☒	☒
Location of buildings (including setbacks from property lines and distances between buildings) N/A	☒	☒
Location of parking and access/driveways (Pictured)	☒	☒
Location of rights-of-way and/or easements for streets, railroads, and utility (Pictured)	☒	☒
Lines upon and abutting subject property	☐	☒
Location of streets, alleys, railroads, and utility lines upon and abutting subject property (Pictured)	☒	☒
Section of sidewalk or right-of-way to be used for the encroachment	☒	☒
Proposed placement of permanent items and furnishings on the sidewalk N/A	☒	☒
Proposed placement of permanent items and furnishings in the right-of-way N/A	☒	☒
Location and height of all fences, walls, and exterior lighting in the right-of-way N/A	☐	☒
North arrow	☒	☒
Scale	☐	☒
Vicinity map (at 1 inch equals 1,000 feet)	☐	☒

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

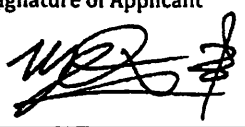
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name Michael Norris	Date 06/27/23



City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Monday, July 17, 2023

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Columbia City Limits

Other Municipality

- Arcadia Lakes
- Blythewood
- Cayce
- Chapin
- Eastover

- Forest Acres
- Irmo
- Lexington
- West Columbia

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No: R-2023-063 - Authorizing Notice of 2023
Election for Council members from District 2, District 3 and
one at Large Seat

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R_2023-063_Authorizing_2023 election District 2, 3 & one At Large (PDF)
- **#b:** Columiba Municipal Election Notice 072823 (PDF)
- **#c:** Polling Locations 072823 (PDF)

RESOLUTION NO.: R-2023-063*Authorizing Notice of 2023 Election for Councilmembers from District 2,
District 3 and one At Large Seat*

WHEREAS, a regular election for Councilmembers from District 2, District 3 and one At Large Seat of City Council is required on November 2, 2023 pursuant to City Code Sec. 6-1, et. seq; and,

WHEREAS, Notice of Election is required at least ninety (90) days in advance; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of __, 2023, that the attached Notice of Election shall be published in The State Newspaper on Sunday, __, 2023 and Sunday, __, 2023, and the City Clerk is directed to provide a copy of such notice to the South Carolina Ethics Commission.

Requested by:

City Clerk _____

Mayor _____

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

PUBLIC NOTICE OF GENERAL ELECTION

STATE OF SOUTH CAROLINA

CITY OF COLUMBIA

A general election in the city of Columbia will be held on Tuesday, November 7, 2023. If necessary, a runoff election will be held two weeks after the first election on November 21, 2023.

The following offices shall be included in this election:

Councilmember for At-Large

Councilmember for District 2

Councilmember for District 3

Candidate Filing Period:

Statements of Intention of Candidacy will be accepted Monday through Friday from 8:30 a.m. until 5:00 p.m. at City Hall, 1737 Main Street, Columbia, South Carolina 29201.

Filing Opens on Friday, August 25, 2023 at 12:00 p.m. and closes on Friday, September 8, 2023 at 12:00 p.m.

Filing Fee: The filing fee for Columbia City Council is \$530.00. Checks should be made payable to the City of Columbia.

State Ethics Filings: Candidates are required to file a Statement of Economic Interests and a Campaign Disclosure online with the State Ethics Commission at <http://ethics.sc.gov>. Failure to file these documents may result in a candidate fine but will not disqualify a candidate from the election. Contact the State Ethics Commission for more information.

Registering to Vote: Only the electors living within the municipal boundaries of the city of Columbia may participate in this election. The last day to register to vote in-person is Friday, October 6, 2023 by 5:00 p.m. at the Richland County Voter Registration Office. Voter registration by mail will be accepted if forms are postmarked by Monday, October 9, 2023. Voter registration online, by fax, or by email must be entered no later than Sunday, October 8, 2023, at 11:59 pm.

- **Visit the Office** of Voter Registration and Elections of Richland County at 2020, Hampton Street, Columbia, SC 29204. The office is open Monday through Friday from 8:30 a.m. to 5:00 p.m.
- **Visit website:** <https://scvotes.gov/>

Absentee Voting: Registered electors who cannot vote in person on the day of the election and who will be out of the county for the duration of early voting may be eligible to vote by absentee ballot. Absentee ballot application requests can be obtained by calling (803)576-2240 or in person at the Richland County Voter Registration and Elections Office, 2020 Hampton Street, Columbia, SC 29204.

Absentee Voting will begin on Monday, October 23, 2023 and end on Friday, November 3, 2023 at the Richland County Voter Registration and Elections Office, 2020 Hampton Street, Columbia, SC 29204. (Monday – Friday, 8:30 a.m. -5:00 p.m.)

Absentee Ballot Examination: At 9:00 a.m. on the day before the election, the Richland County Election Commission will begin its examination of the absentee ballot return envelopes at the Voter Registration and Elections Office, 2020 Hampton Street, Columbia, SC 29204.

On Tuesday, November 9, 2023 at 10:00 a.m., the Municipal Election Commission will hold a hearing to determine the validity of all provisional ballots cast in the municipal election. The hearing will be held at the Richland County Administration Building in Council Chambers, 2020 Hampton Street, Columbia, SC 29204.

Election Day: Precincts and polling locations will be open for this election from 7:00 a.m. until 7:00 p.m. on Tuesday, November 7, 2023.

Registered voters will be asked to provide one of the following Photo IDs at their polling place. Voters without a photo identification card can get one free of charge from the Department of Motor Vehicles or their county voter registration office.

- S.C. Driver's License
- ID Card issued by S.C. Department of Motor Vehicles
- S.C. Voter Registration Card with Photo
- Federal Military ID
- U.S. Passport

Precinct	Location	Address
Ward 1	Lourie Senior Center	1650 Park Cir, Columbia, SC 29201
Ward 2	Main Street United Methodist Church	1830 Main St Columbia SC 29201
Ward 3	Reformation Lutheran Church	1118 Union St Columbia SC 29201
Ward 4	Logan Elementary School	815 Elmwood Ave Columbia SC 29201
Ward 5	Pacific Memorial Park	200 Wayne St Columbia SC 29204
Ward 6	Bradley Elementary	3032 Pinebelt Rd Columbia SC 29204
Ward 7	W A Perry Middle School	2600 Barhamville Rd Columbia SC 29204
Ward 8	David Swinton Campus Center	1616 Oak St Columbia SC 29204
Ward 9	Prince Hall Masonic Lodge	2324 Gervais St Columbia SC 29204
Ward 10	A C Moore Elementary	333 Etiwan Ave Columbia SC 29205
Ward 11/Hampton	Ben Arnold Recreation Center	1100 S Holly St Columbia SC 29205
Ward 12	Hand Middle School	2600 Wheat St Columbia SC 29205
Ward 13	Rosewood Elementary School	3300 Rosewood Dr Columbia SC 29205
Ward 14/Ward 13	Sims Park	3500 Duncan St Columbia SC 29205
Ward 15	Melrose Park	1500 Fairview Dr Columbia SC 29205
Ward 16	Dreher High School	3319 Millwood Ave Columbia SC 29205
Ward 17	Brennen Elementary School	4438 Devereaux Rd Columbia SC 29205
Ward 18	Watkins-Nance Elementary School	2525 Barhamville Rd Columbia SC 29204
Ward 19	Latimer Manor Community Center	100 Lorick Cir Columbia SC 29203
Ward 20	Earlewood Park Community Center	1113 Recreation Dr Columbia SC 29203
Ward 21	Arden Elementary	1300 Ashley St Columbia SC 29203
Ward 22	Eau Claire High School	4800 Monticello Rd Columbia SC 29203
Ward 23	Shandon Fire Station	2847 Devine St Columbia SC 29205
Ward 25/Ward 24	Kibourne Park Baptist Church	4205 Kilbourne Rd Columbia SC 29209
Ward 26	Hampton Park	1117 Brandon Ave Columbia SC 29209
Ward 29	Alcorn Middle School	5125 Fairfield Rd Columbia SC 29201
Ward 30	Arsenal Hill Park	1800 Lincoln St Columbia SC 29203

Ward 31	Hyatt Park Gym	950 Jackson Ave Columbia SC 29203
Ward 32	Charles R Drew Wellness Center	2101 Walker Solomon Way Columbia SC 29204
Ward 34	Pinehurst Park	2300 Pinehurst Rd Columbia SC 29204
Ardincaple	EE Taylor Elem School	200 McRae St Columbia SC 29203
Beatty Road	St. Andrews Park	920 Beatty Rd Columbia SC 29209
Bluff	Bluff Road Park	148 Carswell Dr Columbia SC 29209
Brandon 1	Annie Burnside Elem School	7300 Patterson Rd Columbia SC 29209
Brandon 2/Brandon 1	Southeast Library	7421 Garners Ferry Rd Columbia SC 29209
Caughman Road	Caughman Road Park	2733 Trotter Rd Hopkins SC 29061
College Place	John P Thomas Elem School	6001 Weston Ave Columbia SC 29203
Dennyside	Denny Terrace Gym	6429 Bishop Ave Columbia SC 29203
Dentsville	Dent Middle School	2721 Decker Blvd Columbia SC 29206
Edgewood	Burton-Pack Elem School	111 Garden Dr Columbia SC 29045
Fairlawn	Keenan High School	361 Pisgah Church Rd Columbia SC 29203
Fairwold	Pendergrass- Fairwold Elementary School	5935 Token St Columbia SC 29203
Greenview	Greenview Park	6700 David St Columbia SC 29203
Gregg Park	Shandon Baptist Church	5250 Forest Dr Columbia SC 29206
Harbison 1	Harbison Community Center	106 Hillpine Rd Columbia SC 29205
Harbison 2	New Heights Baptist Church	5501 Broad River Rd Columbia SC 29212
Keels 2	Adult Activity Center	7494 Parklane Rd Columbia 29223
Keenan	Trenholm Park	3900 Covenant Rd Columbia SC 29209
Kingswood	Columbia High School	1701 Westchester Dr Columbia SC 29210
Lincolnshire	Forest Heights Elem School	2500 Blue Ridge Terrace Columbia SC 29203
Mallet Hill	Polo Road Elem School	1250 Polo Rd Columbia SC 29209
Meadowlake	Meadowlake Park	600 Beckman Rd Columbia SC 29203
Mill Creek	Mill Creek Elem School	925 Universal Dr Columbia SC 29209
Oak Pointe 1	Oak Pointe Elem School	1 River Bottom Rd Irmo SC 29063

Olympia	Olympia Learning Center	621 Bluff Rd Columbia SC 29201
Parkridge 1	Harbison Fire Station	131 Lake Murray Blvd Irmo SC 29063
Parkridge 2	Grace United Methodist	410 Harbison Blvd Columbia SC 29212
Pennington 1	Kings Grant Club House	300 N Kings Grant Dr Columbia SC 29209
Pennington 2	Asbury Memorial Methodist Church	1005 Asbury Dr Columbia SC 29061
Pine Gove/Walden	Pine Grove Elem School	111 Huffstetler Dr Columbia SC 29210
Pine Lakes 2	Garners Ferry Sports Complex	8620 Garners Ferry Rd Hopkins SC 29061
Polo Road/Mallet Hill	Polo Road Park	800 Polo Rd Columbia SC 29223
Pontiac 1	Pontiac Elem School	500 Spears Creek Rd Elgin SC 29045
Pontiac 2/Pontiac 1	Catawba Trail Elem School	1080 Old National Hwy Elgin SC 29045
Ridgewood	Ridgewood Baptist Church	5326 Ridgeway St Columbia SC 29203
Riverwalk	Episcopal Ch/St Simon/St Jude	1110 Kinley Rd Irmo SC 29063
St. Andrews/Riverside	St Andrews Middle School	1231 Bluefield Dr Columbia SC 29210
Skyland	True Gospel Ministries	901 Skyland Dr Columbia SC 29210
South Beltline	Midlands Tech Student Center	316 Beltline Blvd Columbia SC 29205
Trinity/Lykesland /Mill Creek	Trinity Assembly of God	1501 Hallbrook Dr Columbia SC 29209
Valhalla	Spring Valley High School	120 Sparkleberry Ln Columbia SC 29223
Westminster	Westminster Presbyterian Church	1715 Broad River Rd Columbia SC 29210
Woodfield	Richland Northeast High School	7500 Brookfield Rd Columbia SC 29209
Woodlands /Meadowfield	Woodland Park	6500 Olde Knight Pkwy Columbia SC 29209
Lexington County:		
Quail Valley/Challdon	St. Andrews Presbyterian Church Fellowship Hall	6952 St. Andrews Road Columbia SC 29210

*Bold denotes combined precincts



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Design Development Review Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

HISTORY:

07/18/23 Columbia City Council DEFERRED



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

- Abigail Hartberger v. City



We Are Columbia

MEETING DATE: August 1, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Per- and Polyfluoroalkyl Substances (PFAS)

HISTORY:

07/18/23

Columbia City Council

RECEIVED AS INFORMATION.



We Are Columbia

MEETING DATE: August 1, 2023

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:

FOCUS AREAS: Planning Together

PURPOSE:
Lobbyists