



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 1, 2020

The Columbia City Council will conduct a Meeting on Tuesday, September 1, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public has the ability to listen to audio and participate in the meeting via telephone by calling **855-925-2801**. When prompted, enter the meeting code: **8604**. For additional meeting information visit www.columbiacitysc.iqm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

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

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

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

CALL TO ORDER

INVOCATION

ADOPTION OF AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the May 19, 2020 and May 31, 2020 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management*
3. Fiscal Year 2020/2021 Budget - Ms. Melisa Caughman, Budget & Program Management Director
 - *Financial Update*
 - *External Contracts and Special Projects*
 - *Hospitality Tax Funding*
 - *Accommodations Tax Funding*
4. Zoning Map Revision - Ms. Krista Hampton, Planning and Development Services Director and Ms. Rachel Bailey, Zoning Administrator



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CONSENT AGENDA ITEMS 5 THROUGH 19

5. Council is asked to approve the Purchase of seventy-five (75) Body Armor Jackets, as requested by the Columbia Police Department. Award to Lawmen's using the SC State Contract in the amount of \$71,199.00. This vendor is located in Columbia, SC.

Funding Source: Police Administrative Services - Uniforms & Clothing (1012402-624100). The original budgeted amount is \$80,000.00.

6. Council is asked to approve the Renewal of Banner CIS & Microfocus Annual Maintenance Licenses, as requested by the Budget and Program Management Office. Award to Hansen Banner, LLC, in the amount of \$122,380.86. This firm is located in Carlsbad, CA.

Funding Source: Program Management Office-Maintenance & Service Contract (6218950-638200). The original budget amount is \$122,380.86.

7. Council is asked to approve the Renewal of Kronos Workforce Annual Subscription Services for employee time keeping and software support services, as requested by the Information Technology Services Department. Award to Kronos Inc. in the amount of \$246,865.49. This vendor is located in Chelmsford, MA.

Funding Source: Program Management Office-Maintenance & Service Contract (6218950-638200). The original budget amount is \$246,865.49.

8. Council is asked to approve the purchase of Two (2) Ram 2500 Tradesman Crew Cab 4X4 Trucks for the Metro Wastewater Treatment Plant, as requested by the Fleet Services Division. Award to Santee Automotive, LLC using the SC State Contract in the amount of \$65,650.00. This vendor is located in Manning, SC.

Funding Source: Utilities Wastewater Maintenance-Auto, Trucks Heavy Equipment-Capital (5516205-658500). The original budget amount is \$65,650.00.

9. Council is asked to approve the purchase of Three (3) Ford Rangers Trucks for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Vic Bailey Ford Inc., using the SC State Contract in the amount of \$88,917.00. This vendor is located in Spartanburg, SC.

Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$88,917.00.



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10. Council is asked to approve the purchase of Two (2) Western Star Dump Trucks and Extended Warranty for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center Inc., using the SC State Contract in the amount of \$321,322.00. This vendor is located in Columbia, SC.

Funding Source: Utilities Wastewater Maintenance- Auto, Trucks Heavy Equipment-Capital (5516205-658500). The original budget amount is \$321,322.00.

11. Council is asked to approve the purchase of a Sewer Cleaning Truck for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Jet Vac Equipment Company, using the Sourcwell Cooperative Contract in the amount of \$412,957.31. This vendor is located in Sumter, SC.

Funding Source: Utilities Wastewater Maintenance- Auto, Trucks Heavy-Equipment Capital (5516205-658500). The original budget amount is \$412,957.31.

12. Council is asked to approve the purchase of Magnesium Hydroxide for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Premier Magnesia, LLC, as a Sole Source in the amount of \$702,983.66. This vendor is located in Wayne, PA.

Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800). The original budget amount is \$1,292,000.00.

13. Council is asked to approve an agreement for Project SS7559; 42-Inch West Columbia Riverwalk Sanitary Sewer Main Protection, as requested by Columbia Water. Award to Thomas & Hutton Engineering Company, Inc. in the amount of \$139,896.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects 42-Inch West Columbia Riverwalk SS Main Protection (5529999-SS755901-658650). The original budget amount is \$139,896.00.

This is a Mentor Protégé Program Project. Thomas & Hutton Engineering Company of Columbia, SC is the Mentor and will provide project administration, project management, field reconnaissance, and preliminary utility coordination services at 69.4% (\$97,065.00) of the total contract amount. OLH, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the Protégé and will provide construction administration, general administration of construction contract, change management, submittal and pay application review, completion monitoring and documentation, and periodic construction observation services at 20.6% (\$28,856.00) of the total contract amount.



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The following sub consultant will provide additional services:

Terracon Consulting Engineers of Columbia, SC will provide environmental studies and geotechnical investigation services at 10.0% (\$13,975.00) of the contract value.

14. Council is asked to approve Contract Amendment #4 for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$376,890.00. This firm is located in Columbia, SC.

Funding Source: Engineering Wastewater System Improvements - Special Contracts - Water/Sewer, Stormwater (5516221-638305). The original budget amount for this amendment is \$376,890.00. The total revised budget amount is \$829,509.00.

15. Council is asked to approve a Contract for Project WM3078; New 6"/8" Water Main Washington Park Subdivision, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$1,012,128.00, which includes contingency. This firm is located in West Columbia, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM307801-658650). The original budget amount is \$1,135,257.00.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC is the Mentor and will be performing pipe installation services at 53% (\$446,317.60) of the total contract value. LG Utility Contractors, Inc., a Minority Business Enterprise (W), of Lugoff, SC is the Protégé and will be providing equipment and personnel to complete the work at 21% (\$177,122.40) of the total contract value.

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

Fortiline of Columbia, SC will be providing materials valued at 26% (\$220,000.00).

16. Council is asked to approve an Agreement for Project SS7560; Lower Crane Creek Equalization Storage, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$1,848,321.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects Lower Crane Creek Storage Facility and Pump Station (5529999-SS756001-658650). The original budget amount is \$1,848,321.00.

This is a Mentor Protégé Program Project. Hazen and Sawyer of Columbia, SC is the Mentor and will provide project guidance services at 57.1% (\$1,055,410.00) of the total contract amount. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W) of Chapin, SC, is the Protégé and will provide drafting, permitting, specifications, coordination of subs, and construction observation services at 20.9% (\$386,611.00) of the total contract amount.



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The following sub-consultants will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide electrical engineering services at 3.0% (\$54,400.00) of the total contract amount.

Michael Baker International of Columbia, SC will provide resident construction representative services at 17.8% (\$329,400.00) of the total contract amount.

Terracon of Columbia, SC will provide geotechnical investigation services at 1.2% (\$22,500.00) of the total contract amount.

17. Council is asked to approve a contract for Project SD8449-01; Gills Creek Debris Removal, as requested by Columbia Water. Award to Hammerhead Utilities, LLC in an amount not to exceed \$1,909,635.00, which includes contingency. This firm is located in Columbia, SC.

Funding Source: Storm Water Improvements Capital Projects (5549999-SD844901-658650). The original budget amount is \$5,832,902.00. The award amount is for \$1,909,635, a savings from the original estimate. The debris removal was focused in the areas that impacted residences and businesses in City limits only. The savings will be used for other stormwater projects.

Hammerhead Utilities, LLC, the prime contractor, will be performing debris removal services at 60.39% (\$886,950.00) of the total contract value. This project was bid as a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 20% CDBE goal that was met at 39.61% (\$582,000.00) of the total contract value.

The following sub-contractors will be providing the following services:

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and a CDBE of Lexington, SC, will be providing hauling services at 28.59% (\$420,000.00) of the total contract value.

Hammer Construction, LLC, a Minority Business Enterprise (W) and a CDBE of Columbia, SC, will be providing labor, equipment, and disposal services at 11.02% (\$162,000.00) of the total contract value.

18. Council is asked to approve the Final Renewal for CDBG-DR Services and Extension of terms only for the Disaster Recovery Program Management Contract, as requested by the Budget and Program Management Office. Award to Landmark Consulting, LLC, a Minority Business Enterprise, in the amount of \$2,448,774.48. This firm is located in Columbia, SC.

Funding Source: Flood Recovery (2531116) and will be charged to each grant according to the services provided. The original budget amount is \$2,448,774.48.



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Staff has negotiated a combined services fee not to exceed \$2,448,774.48 for the specified needs included in the agreement for the final renewal period through December 31, 2020 and the first year of the extended contract period of January 1, 2021 through December 31, 2021.

CDBG-DR Services through September 30, 2020	\$1,240,538.69
FEMA Disaster Recovery Services through December 31, 2020	\$ 561,947.06
<i>Total for Renewal Period</i>	<i>\$1,802,485.75</i>
FEMA Disaster Recovery Services January 1, 2021 to December 31, 2021- <i>First Year Ext.</i>	<i>\$ 646,288.72</i>
Total Renewal Period & Extension	<u>\$2,448,774.48</u>

19. Council is asked to approve an Agreement for Project SS7539; Major Sewer Pipe Rehabilitation Cured-in-Place Project (CIPP) and Spray Applied Geopolymer Project, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$3,735,445.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Project (5529999-SS753901-658650). The original budget amount is \$3,735,445.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation of Columbia, SC is the Mentor and will provide design, permitting, bidding assistance, and construction phase services at 77.3% (\$2,885,895.00) of the total contract amount. Highfill Infrastructure Engineering, PC, a Small Business Enterprise (SBE) of Columbia, SC, is the Protégé and will provide design, field reconnaissance, regulatory review, utility coordination, permitting construction observation, and management of sub-consultants services at 21.2% (\$794,550.00) of the total contract amount.

The following sub consultant will provide additional services:

Bunnell-Lammons Engineering of Greenville, SC will provide geotechnical exploration services at 1.5% (\$55,000.00) of the contract value.

ORDINANCES - FIRST READING

20. Ordinance No.: 2020-072 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f) (Payment arrangement extension)
21. Ordinance No.: 2020-073 Authorizing the City Manager to execute a Fourteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium) Richland County TMS #11204-02-02



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- 22. Ordinance No.: 2020-078 Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 18, 2020
 - 23. Ordinance No.: 2020-079 Adopting the Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards
 - 24. Ordinance No.: 2020-080 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges; add Sec. 13-6. Court administrator, and renumber sections

RESOLUTIONS

- 25. Resolution No.: R-2020-011 Approving the renaming of the Change-Up Program to the "Deborah Christie Customer Assistance Program"
- 26. Resolution No.: R-2020-086 Authorizing the Incorporation of the Columbia Community Investment Fund, a South Carolina Nonprofit Corporation, for the Purpose of Applying for Certification as a Community Development Entity and Applying for one or more Allocations Under the New Markets Tax Credit Program and Authorizing the Performance of Any and All Actions Necessary for the Formation and Organization of the Corporation

APPOINTMENTS

- 27. Bicycle Pedestrian Advisory Committee
- 28. Central Midlands Council of Governments
- 29. Design Development Review Commission
- 30. Planning Commission

PUBLIC INPUT



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EXECUTIVE SESSION

31. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *COVID-19*
 - *Business License Extensions*
32. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
 - *Large User Rate Analysis*
 - *Create Opportunity Columbia*

ADJOURNMENT



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the May 19, 2020 and May 31, 2020 City Council Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- MN_05_19_2020 (PDF)
- MN_05_31_2020 (PDF)



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CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Tuesday, May 19, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 1:01 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. M. Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 1:02 p.m. for the discussion of Item 1 as outlined.

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

*City Manager and City Attorney Evaluations
Chief Administrative Judge*

ADJOURNMENT

Council adjourned the meeting at 1:34 p.m.

Respectfully submitted by:

Erika D. M. Hammond, CMC
City Clerk



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CALL TO ORDER

The Columbia City Council conducted a virtual Budget Workshop on Tuesday, May 19, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:07 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. M. Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

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

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said several of you participated in the committee meetings and the Economic Recovery Task Force meeting. The full report of the various committees is available to the public on the City's website. Let's provide appropriate feedback in an appropriate time. Thank you to everyone on the entire team for compiling this information. Things are changing very rapidly as it relates to the virus and the collective response both statewide and nationally. Our response needs to continue to meet the needs of the people of Columbia and across the Midlands. We had the opportunity to meet in Executive Session earlier and had a fantastic evaluation of both our City Manager and City Attorney. Again, for multiple years in a row, expectations have been exceeded. I made a public comment about Ms. Wilson in an article a few weeks ago that acknowledges a consensus that she is a great manager, but an excellent manager in crisis. We encourage you to continue to do the great work you are doing on behalf of the City.

- *Phased Approach to Reopening Park Amenities - Mr. Henry Simons, MHA, Assistant City Manager for Operations*



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Mr. Henry Simons, MHA, Assistant City Manager for Operations said our parks' facilities and amenities have been closed since March 16, 2020. This decision was made out of an abundance of caution to help mitigate the spread of COVID-19 and to protect our team members and citizens. We would like to share a phased approach to reopen our facilities and amenities. On May 6th, the parks and recreation leadership team had an opportunity to listen to a panel discussion that was hosted by the Conference of Mayors. The subject was: Can summer sports and recreational programs open safely? We learned to follow the CDC guidelines and to evaluate our program reopening based on our health organization, which is inclusive of DHEC, in regards to how COVID-19 has impacted the city. It was stressed that the process needs to be slow and gradual with effective communication regarding training expectations for staff and citizens. We believe our plan supports those recommendations and Council's position on making decisions based on public health. Reopening our facilities and amenities is subject to change based on COVID-19 data. Phase one is already complete. It took place on May 12th with the outdoor opening of the greenways and open spaces. We have received good feedback from that. Phase two is the opening of tennis courts and athletic fields with some restrictions, for single play only and no group lessons. The actual Columbia Tennis Center and Greenway Tennis Center won't open until phase four. This is delayed because these locations are managed by tennis instructors which include equipment management, scheduled trainings, and league play through the United States Tennis Association. Regarding athletic fields, two or four individuals' maximum and no organized play, team activities, or team practices. We still want to practice social distancing while out playing. Tennis courts and athletic fields will open up on May 25th. Phase three will take place on June 8th with the opening of park amenities. This includes, but it's not limited to, basketball courts, dog parks, skate parks, bicycle tracks, playgrounds, restrooms, and shelters. The key statement here is going to be for our citizens who participate in these activities to do so at their own risk due to the COVID-19 pandemic. Phase four will take place on June 22th and will include recreational facilities, gyms, and wellness centers. Our staff will train and transition starting on June 8th through June 22nd. There will be training on sanitation, disinfecting, social distancing, as well as PPE. We will work together with our Safety and Risk Management Team to help facilitate some of the training. Indoor spaces such as gyms and facilities must adhere to group size capacity and proper social distancing. Maximum capacity in gyms will be according to the CDC guidelines, five persons per 1,000 square feet including staff. Citizens in any common areas must social distance. Phase five will include tournaments and league play. We are looking at a proposed start date of August 3rd. This will include youth and adult sports, outdoor organized league play, indoor organized league play, tennis courts league play, and doubles play. Indoor organized league play will be limited to coaches, players, officials, and administrative staff. We recommend we take temperatures prior to the game and no spectators at the moment. This can change over time but the CDC recommends complete cancellations of organized sports and activities. We are making a decision to cancel special events, summer camps, pools, and rentals until further notice. There has been discussion around pools and

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)



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according to the CDC, the virus that causes COVID-19 cannot be spread to people through water. However, the opportunity for transmitting the virus does exist through person-person contact, hygiene, exiting the water, restrooms, and high touch points areas will allow for increased exposure for youth and seniors. For these reasons I am not in favor of opening the Drew Wellness Center pool, Greenview pool, and Maxey Gregg pool. In regards to summer camps, the CDC has a decision tool with questions in place for youth organizations and camps to consider before coming back with summer camps. Our team is not in a position to open summer camps at this time. We are going to continue to provide virtual exercise programming through our City TV. We will follow standard guidelines recommended by the CDC, as well as DHEC. Citizen visitations to park facilities will be limited based on the ability to maintain social distancing requirements. The Governor's order regarding gatherings of three or more is still in place. Park staff reserves the right to disband gatherings and solicit support from our local law enforcement as needed. We have some citizens who have paid for memberships and we will be refunding them for the months that they could not utilize our facilities.

Councilor Duvall said requested that tennis be opened for doubles and not just single play. Double tennis is what a lot of us older people have to play. I don't think having a double match will increase the danger of COVID-19.

Councilor Devine asked if the reopening phase for skate parks has been reexamined. I know the parks facilities are not open but since we are allowing green space there are some parks where we have the parking lots blocked off. Are we able to open those so people can park, even though we are not encouraging them to congregate?

Mr. Henry Simons, MHA, Assistant City Manager for Operations said skate parks will open in phase three. With the opening of green spaces on May 12th, the parking lot gates were open as well. Citizens are able to get to the green spaces now, as well as open spaces.

Councilor Devine said we have to take into account that regardless of what the State has done, we have not seen a 14-day steady decrease. My huge concern has been the mix messages to citizens. I think we have to give our staff the ability to make important decisions, especially when it involves putting the staff who work in these facilities in direct contact with citizens on a regular basis.

Mr. Henry Simons, MHA, Assistant City Manager for Operations said we have a minimum of 14 days between each phase so we can evaluate as we move from one phase to the other.

Councilor Davis asked if the driving range will be open.



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Mr. Henry Simons, MHA, Assistant City Manager for Operations said that will be part of the amenities. On June 8th that will be open with phase three.

Councilor Brennan asked if dog parks and skate parks could be allowed to open in an earlier phase than what has been projected.

Mr. Henry Simons, MHA, Assistant City Manager for Operations said we have made decisions based on how COVID-19 has affected our area and number of cases. There is the possibility to make some adjustments related to dog parks if we need to.

Councilor Rickenmann said I would like us to consider moving skate parks, bike parks, and dog parks to phase two. I have received calls from parents, kids, and individual schools about the dog parks. We need to allow people to take advantage of those amenities at an earlier date.

Mayor Benjamin said you have to recognize that certain sports involve the type of contact that we are still trying to discourage. If we are going to do tennis, I'm not sure there is a big distinction between singles and doubles. The investments that we are making as it relates to businesses with social distancing signage, I think we need to incorporate that into our parks as well. With the same advice of personal responsibility of assuming the risk and making sure that signage is clear. If it's well within the City's financial ability, leveraging federal or state funds, we should try to provide sanitizing areas where appropriate. We are still under the Governor's order of gathering of three or less people. Does that mean that we are expecting by June 22nd to see some softening of the order? I want to make sure what we are doing is consistent with the boundaries articulated.

Ms. Teresa Wilson, City Manager said I don't know if there are any other boundaries on state recreational amenities or facilities other than the congregating of three or less. The language is counterintuitive. It says that they are open but the language of three or less persons is still included. We are trying to take the approach as a local government and what is safest from our perspective.

Mayor Benjamin said it's important that we are consistent with the executive order. We have to make sure we are protecting the public. Let's be very specific on the Governor's executive order because it may require a conversation or a letter from Council for further clarification and on how we are expected to handle this. As opposed to us going in a way that might be inconsistent.

Ms. Teresa Wilson, City Manager said there is this continued reference to the CDC guidelines. When it comes to the use of these amenities and playing of sports that are not in the domain of our organized sports or camps, that flexibility is there for people to utilize with personal responsibility and social distancing. The line becomes finer when we start talking about inviting youth and



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seniors back into our facilities. We then are liable and responsible on how we interact with them and making sure spaces are properly sanitized. Anything dealing with children is a hard decision. We can certainly look at moving up those areas you all are asking about.

Mayor Benjamin said the direction is to move dog parks and skate parks to phase two. Let's limit the number of people allowed, particularly at the skate parks. Let's also allow the tennis doubles. Do a deep dive and look at the cost of sanitizers in city facilities. Let's give more thought of what we can provide in this early stage for the different locations. We reserve the right to go back or accelerate the reopening process.

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

Ms. Melissa Lindler, Office of Business Opportunities Director said we have allocated all of the \$1.4 million that Council has put towards our Business Stabilization Forgivable Loan Program. Because of the allocation of the extra \$400,000 we were able to do an additional 103 awards. Out of the \$1.4 million District 1 received \$239,300, District 2 received \$703,850, District 3 received \$366,050, and District 4 received \$90,800. Restaurants stayed prevalent as the main business type awarded. The average award did change from \$4,000 to \$4,300. The award most frequently made remained at \$5,000, with most awards being made between the \$2,001 to \$4,000 range. The number of awards made by association stayed similar with 37.5% to minority and minority veterans, 19.2% to non-minority women, and 43.3% to non-minority and non-minority veterans. As of May 18, 2020, out of the 323 awards notifications made, 315 recipients have submitted the required paperwork and 8 are outstanding. If we do not receive the information by May 31, 2020 we do have other applicants we can make awards to. A lot of businesses are using the funds for payroll cost and rent. The community and businesses are very excited with what we have been able to do to sustain them until other public funding was made available. We received notice last week that because of past performance in how we administered our commercial revolving loan fund, we received an invitation to submit a non-competitive proposal for additional EDA funding to capitalize a new commercial revolving loan fund for up to \$2.6 million. We may get an additional 10% for administering those funds. The funds are part of the CARES Act and we have until June 12, 2020 to get that proposal in. There is not a match requirement. This will help us assist more of our small businesses and do additional trainings, technical assistance, and partner with other entities to serve the needs of our business community as they transition to the opening phase.



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FISCAL YEAR 2020/2021 BUDGET WORKSHOP

Ms. Teresa Wilson, City Manager said announced that Mr. Robert Anderson, Public Works Director, has been named one of the American Public Works Association 2020 Top Ten Public Works Leaders of the Year. It is so well deserved.

Mayor Benjamin and City Council congratulated Mr. Robert Anderson for his recognition.

2. Fiscal Year 2020/2021 Proposed Budget - Ms. Missy Caughman, Budget & Program Management Director

Ms. Missy Caughman, Budget & Program Management Director said our goal with the proposed budget is to maintain our continuity of operations. Our budget process is driven by those revenue sources that are most expected to be impacted by consumer behavior. We are focusing on what is impacting the development of our budget in regards to the general fund, parking fund, and special revenue. Our general fund revenues will be impacted by business licensing, user fees, reducing the transfer from the hospitality tax, and possibly others. Water and sewer may see some impacts but at this time are not expected to decline. The budget is in balance as required by state law. The proposed budget has been advertised for the June 2, 2020 public hearing. For this upcoming budget, we propose using revenues from our FY 2018/2019 actuals. The total budget proposed for FY 2020/2021 is \$137,104,841, which is a reduction of \$24.6 million from the current year. A large portion of that reduction is from the use of our capital lease program. Also included is the \$6 million that were added to the budget in April from the transfer from water and sewer for our COVID-19 emergency response. Our proposed budget exists with a \$4 million reduction from prior year actuals, which is what we are using as our base. We are not projecting any increases in mileage rates or fees. We have made an additional reduction in the transfer of the hospitality tax. That changes the budget as advertised so we will need to make those adjustments as we prepare for first and second reading. We anticipate amending the budget later in the year. Hopefully the next several months can provide more information that would help with our revenue projections. We will be working with departments to revise those budgets to meet the FY 2018/2019 actuals. We anticipate that we will suspend the security camera upgrade, expansion of the Commercial Retention Program, Corridor Planning Master Plan, Bridge to Work Program, Finlay Park Rehabilitation, reorganization of Development Corporations, Capital Lease for rolling stock, employee merit or cost of living increases, and non-essential travel and training. We will take advantage of virtual training opportunities but travel is suspended. We wanted to bring to Council's attention the approval of contracted services that would begin July 1, 2020. The Fifth Circuit Solicitor's office funds two assistant solicitors and a CDV prosecutor. An increase was requested for a special city prosecutor. The Fifth Circuit Public Defender is required to be funded by state



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law and funds two public defenders. An increase was requested for an additional dedicated attorney. We are not forecasting any increases with the Alvin S. Glenn Detention Center contract. Funding is based on a contracted per diem rate that has been into effect since last year. We typically budget \$1 million for homeless services. There have been savings from some of those contracts in prior years so we have allowed for some of those funds to be carried forward. The Inclement Weather Center contract with United Way sub out various services for operations from November to April. It includes funding for outreach services throughout the year. The request reflects an increase of \$55,959 in their operations. Regional Homeless Coordinator is another contract and United Way is also the contracted agency for those services. That contract partially funds two staff positions for outreach coordination, meal share coordination, frequent offender initiative, homeless youth program, travel assistance services, and Homeless Management Information System reporting. The requested amount reflects a decrease of \$30,716. The third contract is the Transitions/Midlands Housing Alliance contract. It primarily provides funding to assist with security services at Transitions but also provides some funding for partial operating assistance. They have requested an increase of \$10,000 for the upcoming year. Finally, the Housing First Program which is a national program is run through the USC School of Medicine and supports funding for the Housing First Model. No change in funding was requested. The hospitality budget is proposed at \$7,165,777, which is a reduction of \$4,190,938 from the current year. Reductions in revenues are based on uncertainty of potential long term impacts on the hospitality industry due to COVID-19. We have not made any changes to our debt service. We have reduced the transfer to the general fund by an additional \$1.1 million. The transfer to the general fund is now proposed at \$1.5 million with additional funds being made available for allocations by City Council for \$2.5 million. We are unable to determine if there will be savings at this point. We have extended the deadline for hospitality collections until June 2020, typically they are due monthly. We will continue to monitor revenues and are prepared to amend the budget accordingly.

Mayor Benjamin asked for clarification on the changes to the general fund.

Ms. Missy Caughman, Budget & Program Management Director said the transfer to the general fund in the past years has been \$3.7 million. The initial proposed budget showed a reduction to the transfer of \$925,000. In working through the budget we were able to make additional reductions in the general fund which allowed us to reduce the transfer from the hospitality tax even further by \$1.1 million. This made the new transfer to the general fund \$1.5 million. This allowed us to increase the amount remaining for allocations made by City Council to \$2.5 million.

Mayor Benjamin said everyone is going to have to manage through the decrease in collections and distributions. Have we had conversations with some of our larger recipients of hospitality tax? If it is not an essential event that defines your organization, then we need to be thinking about how



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to move some of those events until next spring when things look clearer. I think it's important to have those discussions.

Ms. Teresa Wilson, City Manager said we are in the process of having those conversations. Staff is working through the grants portal and have sent out questions to the groups. The questions are due back to us by May 26, 2020. Carry forward request are due by May 30, 2020. I'm hoping we get honest answers in what they think they can move forward and due consider what is going on. We can bring that information back to you on June 2, 2020.

Mayor Benjamin said these are the greatest financial challenges some say since the Great Depression. This is going to take aggressive actions to mitigate the impact to our organizations. We are doing all we can to make sure our private businesses that help generate hospitality tax remain viable and strong during these difficult times. I will be interested in hearing the feedback we get from the various organizations.

Councilor Duvall said I have had conversations with several of the larger groups and I think they are expecting a short fall of about 25% of previous allocations. I will look at some numbers and see if we can sort out allocations.

Ms. Missy Caughman, Budget & Program Management Director said we will continue to build on the budget. We will monitor revenues and work with departments for budget amendments later in the year. We will make sure we are prioritizing our programs and the delivery of services. The budget was advertised yesterday in the newspaper. First reading and public hearing is June 2, 2020 and second reading and final adoption is June 16, 2020.

Councilor Devine said I want to make sure we understand that in essence we have a contract with Historic Columbia to manage our properties. When we think about hospitality, let's make sure we have the true numbers on the cost of actually operating the buildings that we own as part of that contract.

- *Columbia Water Progress and Updates - Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water*

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we will continue our customer service focus. We believe we are making good process in being a best in class utility. We are going to continue using technology and being very strategic in our hiring. We have been successful in hiring talented individuals this past year. Transparency, accountability, and integrity are the core values of Columbia Water and what continues to drives us. We have been working



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with our staff and being responsive with our customers, even with staggering call takers and having folks working from home, we have seen call wait times drop. We had an upgrade to our phone system. The next phase is modernizing our customer care experience. Providing online chat features, virtual hold call back features, and wall board monitoring. We have entered into a contract to upgrade our facilities and we expect the upgrade to be made by the end of this calendar year. Some of that cost is being absorbed in this year's operating budget. We are not asking for additional dollars to do that. We continue with the mapping of our water system. We are 15% complete. This is a multi-year assignment that our local surveyors are helping us with. We believe that mapping and improving our GIS are important components to having a modern asset management system. We are continuing to roll out Mobile Cityworks and build on the success from Wastewater Maintenance. We are also continuing to implement our apprenticeship program. Some of our training has slowed down because of COVID-19. We are proud of our operations staff and the work that they are doing to continue to provide services during this unprecedented time. The first capital project is the AMI update. We have a fifth of our customers that have been upgraded to AMI meters. We had to replace more boxes, lids, and backflow preventers than we anticipated. We have five customers that have cited safety concerns and don't want the AMI meters. We have a response prepared based on the conversations we have had with Council and we are prepared to send that out in the next few weeks. We are pleased with the work the contractor is doing for us and our staff. Our Canal Water Plant improvements is a very important project and is moving along nicely. We have three large projects coming up for the water distribution system that are important for helping us move water out to the northeast. Utility relocation is very busy right now. DOT is moving forward with a lot of projects. Water quality continues to be a big focus. We have completed two projects and we have many projects in the queue. Earlewood is about to be wrapped up. That was about a \$6 million investment. The others are either in some form of construction or in the approval process. Rosewood and Shandon are entering the design phase. We will only be able to do the design in this upcoming fiscal year. It probably will delay construction two to three months based on funding. East Rocky Branch Phase 2 is a very important project for us to protect the downtown area from capacity limitations. You will be seeing that project come before you for a construction award next month. A lot of big projects are happening at the Metro Wastewater Treatment Plant. The two larger ones are digester improvements and train aeration improvements, which are coming close to conclusion. With the stormwater projects, we continue to move forward with our green bond expenditures. We had a couple of major projects completed in MLK Park. Wallace Street and Devils Ditch have come to completion. Harlem Heights is on your agenda for this evening, a \$6.6 million investment. We have several others that are pending or in progress. Our Consent Decree and the CleanWater 2020 program are making good progress, 16 of 19 program submittals to EPA are complete. We remain on schedule. We have petitioned the EPA and Department of Justice to exercise a Force Majeure clause in our Consent Decree due to COVID-19. We have had conversations with the EPA and they are awaiting the summary of

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information as to how we were impacted and how we are being impacted. We are working on a hydraulic model recalibration effort. Those revised results are likely to lead to a few capacity limited areas upon approval of the Capacity Assurance Program. We are trying to prioritize our efforts moving forward so we can minimize, if not eliminate, those capacity limitations. Our Infrastructure Rehabilitation Report was submitted. Lake Katherine is one of our projects that has a deadline. Some of the things that we are not able to fund next year won't go away and those deadlines become a little bit tighter. CD deliverable programs will continue moving on for years to come. The impact of a reduced CIP and COVID-19 may mean that we might be in the consent decree just a little bit longer than anticipated. We are proposing a \$40 million capital improvement program for the water and wastewater CIP for this year. That is quite a reduction from what we had originally planned for but we are putting a lot of effort into designing projects and having them ready. You are going to see a lot of capital projects continuing to come before you based on funding that was previously approved in another fiscal year. We are still going to be very active and managing millions of dollars in capital projects. Lining up capacity improvement projects will allow us to move right into construction next year and minimize any capacity limitations based on our modeling and negotiations with the EPA. With the consultant selections, we have been focusing on sending out general requests for statements of qualification. We are looking to report some protégé only construction projects to help drive our local economy. With stormwater CIP, we are looking to defer our stepwise rate increase for stormwater fees. We are planning to hold those pending your approval for one year and then move back and continue with our forward progress.

Councilor Davis asked for more information on the apprenticeship program.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said the apprenticeship program is geared towards recruitment and retention. We will have entry level positions to introduce our profession and train and equip folks to help them advance and build a career with us. We want to build our team as well as keep our folks who have experience. We will be helping with training and licensures.

- *Water & Sewer Rate Study Update - Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch*

Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch said we are trying to analyze what it takes to understand a utility and what revenues are required to operate on an annual basis. We look at the cost to serve each of the customer classes and then what that means as it relates to pricing the service and the bills that your customers will face. We see various issues that the water industry is facing like aging infrastructure and trying to generate stable revenue streams. As utility managers and operators you all try to manage these issues to provide the best service as



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an entity to the customers you serve. We have worked with staff to try to understand how COVID-19 is affecting your operations. Some of those considerations are taken into account as part of the study. We are still going through this pandemic and we are still looking at some initial indicators to shifts in usage across customer classes and collections impacted. As we understand the implications we will be able to model and forecast what can potentially happen going forward. We are trying to maintain a sustainable system through revenue stability, resiliency in how you operate, pricing services appropriately, and engaging stakeholders so everybody is understanding of the work being done in Columbia Water. As we can tell for the upcoming year there will not be a proposed rate increase. We have made assumptions to the customer account growth as it relates to the revenues that we forecasted in FY 2020. Before COVID-19 you were at a growth percentage range of about 1% to 1.25%. Given what we see happening we made a decision to back down on your growth range to about 0.75%. We have maintained our historical forecast of average use per customer. Even though there have been historical decreases, we see where those decreases are flattening out. For FY 2021, you forecasted to produce user revenues in the amount of \$159.4 million, other revenue sources in the amount of \$11.4 million, and total system revenues of \$170.8 million. Your operating expenses are forecasted at \$97.2 million for FY 2021. As a part of looking at cost to operate, staff went through possible impacts of COVID-19 on current operations, new hires, potential collections, and delinquencies. We also looked at your current CIP. As a result of what is going on, the proposed CIP for this upcoming year is \$40.0 million. You will still meet the requirements of the CleanWater 2020 program. As it relates to debt service for FY 2021, you are forecasted to be at \$41.9 million. We are trying to continue to meet your financial requirements and debt service coverage while maintaining a balanced approach to your financial planning. There are no rate increases in the financial plan. There is a 0.75% growth in customers. The proposed CIP is \$40 million for FY 2021, \$80 million for FY 2022, and \$120 million for FY 2023 through FY 2025. About 28.9% of the program will be funded with monies from operations and 71.1% will be monies from revenue bonds. We meet financial metrics and we go about tendering bond issuances on an annual basis with issuance in FY 2021 being about \$90.5 million. As a result of not implementing a rate increase for FY 2021, along with meeting your current cost to operate and other obligations, we are forecasting an increase in FY 2022 of 10.15%. We have looked at the aggregate increase since FY 2008. We have been at an average annual value of 4.3%. Even with the pandemic, the cost of water is relatively valuable as compared to going to the store and buying a bottle of water. There is no bill impact because there is no rate increase. From a competitive standpoint, on the water side for a typical residential customer, you are closer to the middle-low average of a monthly bill. On the wastewater side you are closer to the middle average. We will continue to work to complete the financial plan and cost of service analysis. In the near future we can schedule a meeting to discuss the large user rate analysis, sewer expansion fees, miscellaneous service charges, and the economic development fund. When that is completed we will do a draft and submit the report.



We Are Columbia

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EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to enter into Executive Session at 4:22 p.m. for the discussion of Items 3 and 4.

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

COVID-19

Prisma Health - Review of Certificate

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

Bull Street Parking

ADJOURNMENT

Council adjourned the meeting at 5:19 p.m.

Respectfully submitted by:

Erika D. M. Hammond, CMC
City Clerk

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CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Tuesday, May 19, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:05 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. M. Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

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

CONSENT AGENDA ITEMS 1 THROUGH 7

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

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

Funding Source: RMAD (6098939-638300)

2. Council is asked to approve the First Renewal of the Service Agreement for Administration of a South Carolina Tort Liability Self-Insurance Program, as requested by the Legal Department. Award to Planned Administrators, Inc. in the amount of \$381,295.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Automobile (6098938-645100); General Tort (6038932-645100); and Water/Sewer (6098936-645100)



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3. Council is asked to approve a Contract for Project SS7274; Sanitary Sewer Extension at Richard Street & Clement Road, as requested by Columbia Water. Award to Stutts & Williams, LLC in an amount not to exceed \$637,630.40, which includes contingency. This firm is a Local Business Enterprise located in Lexington, SC. – *Approved*

Funding Source: Water & Sewer Capital Project Costs (5529999-SS727402-658650). The original budget amount is \$800,000.00.

This is both a Local Business Enterprise (LBE) and a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 17% CDBE goal that was met at 17% (\$100,500.00) of the total contract value. Stutts & Williams, LLC, the prime contractor, will be providing sewer line installation services at 74.6% (\$432,429.00) of the total contract value.

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

Ferguson Waterworks of Elgin, SC will be providing pipe and other materials at 4.7% (\$27,500.00) of the total contract value.

L.A. Barrier, a Minority Business Enterprise (Woman) and a CDBE, of Lexington, SC will be providing stone and hauling services at 4.3% (\$25,000.00) of the total contract value.

Hammer Construction, a CDBE of Columbia, SC will be providing asphalt, concrete and flowable fill at 13.0% (\$75,500.00) of the total contract value.

Infrastructure Supply Company of Columbia, SC will be providing manholes at 3.4% (\$19,500.00) of the total contract value.

4. Council is asked to approve a Contract for Project SS7449; Olympia Sanitary Sewer Extension, as requested by Columbia Water. Award to G. H. Smith Construction, Inc. in an amount not to exceed \$1,614,030.00 which includes contingency. This firm is a Local Business Enterprise located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Project Costs (5529999-SS744901-658650). The original budget amount is \$1,878,662.50.

This is both a Local Business Enterprise (LBE) and Columbia Disadvantaged Business Enterprise (CDBE) project with a 24% CDBE goal that was exceeded at 25% (\$366,825.00) of the total contract value. G. H. Smith Construction, Inc., the prime contractor, will be providing sewer installation services at 38.2% (\$560,509.00) of the total contract value.

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

Fortiline Waterworks of Columbia, SC will be providing pipe, fittings and manholes at 4.6% (\$66,950.00) of the total contract value.



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Smoak Construction, a CDBE and a LBE of Columbia, SC will be performing sewer installation at 25% (\$366,825.00) of the total contract value.

Martin Marietta of Columbia, SC will be providing rock and stone bedding at 2% (\$30,000.00) of the total contract value.

Armstrong Contractors of Columbia, SC will be providing asphalt paving at 13.2% (\$193,000.00) of the total contract value.

Sloan Construction of Columbia, SC will be providing asphalt at 3.4% (\$50,000.00) of the total contract value.

Capital Concrete of Columbia, SC will be providing flowable fill at 13.6% (\$200,000.00) of the total contract value.

5. Council is asked to approve a Contract for Project SD8386; Harlem Heights Watershed Improvements, as requested by Columbia Water. Award to Stutts & Williams, LLC in an amount not to exceed \$6,665,294.40, which includes contingency. This firm is a Local Business Enterprise located in Lexington, SC. – *Approved*

Funding Source: Stormwater Improvements Capital Projects (5549999-SD838601-658650). Funding was provided in the amount of \$900,000 by the State of South Carolina, \$100,000 by SCDOT, and \$75,000 by Richland County. The original budget amount is \$6,665,294.40.

This is both a Local Business Enterprise (LBE) and a Columbia Disadvantaged Business Enterprise (CDBE) project with a 26% CDBE goal that was met at 26.7% (\$1,485,000.00) of the total contract value. Stutts & Williams, LLC, the prime contractor, will be providing storm drainage installation work at 50% (\$2,777,209.00) of the total contract value.

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

RCG Construction, LLC, a CDBE of Irmo, SC will be providing storm drainage installation at 24.0% (\$1,335,000.00) of the total contract value.

L.A. Barrier, a CDBE of Lexington, SC will be providing stone and hauling services at 2.7% (\$150,000.00) of the total contract value.

Gossett Concrete Pipe Company of Greenville, SC will be providing concrete pipe at 6.3% (\$350,000.00) of the total contract value.

Knight's Companies of Summerville, SC will be providing flowable fill at 9.1% (\$504,000.00) of the total contract value.



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In-Line Paving, a Small Business Enterprise of Lexington, SC will be providing asphalt paving at 5.7% (\$315,000.00) of the total contract value.

MST Concrete Products, a Small Business Enterprise of Central, SC will be providing storm drainage structures at 2.2% (\$120,000.00) of the total contract value.

6. Ordinance No.: 2020-026 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 701 Whaley/Olympia, LLC for lease of a portion of the Wayne Street right of way adjacent to 701 Whaley Street, portion of Richland County TMS#08913-12-01, 08913-12-08 and 08913-12-10 - *First reading approval was given on May 12, 2020 - Approved on second reading.*
7. Ordinance No.: 2020-043 Authorizing the City Manager to execute a Thirteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02 - *First reading approval was given on May 12, 2020 - Approved on second reading.*

Councilor McDowell said I would like to make an amendment to the item. The date included in paragraph one of the Thirteenth Amendment to the purchase agreement should be modified from July 31, 2020 to September 1, 2020.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to give second reading approval to Ordinance No.: 2020-043 Authorizing the City Manager to execute a Thirteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02, as amended to modify the date in paragraph one of the agreement from July 31, 2020 to September 1, 2020.

ORDINANCES - FIRST READING

8. Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13) – *Approved on first reading.*

Councilor Rickenmann asked for clarity around parking before second reading. Because of the student housing I would like to see if we could work out some other type of parking. We already have an issue downtown with residential parking that needs to be addressed.



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Councilor Duvall said I am opposed to this project. It is in the wrong place, at the wrong time, and it's the wrong design. This project is designed for student housing. It has up to five bedrooms per apartment. It is not what we need in that space in the City of Columbia. I think it will be an eyesore in a few years because the student housing market will change as the university changes its methods of bringing students in. These apartments will not be able to be readapted for suitable housing. I think we are wasting valuable space in the Assembly Street market. We should not approve any tax incentives. I also question the amount of parking for that many students.

Mayor Benjamin said I formatively support this. I think it's a great use of the property and it can be readapted. It is an economic investment as well. I understand the philosophical opposition. Let's make sure there are conversations about parking and the parking requirements.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted [5 to 2] to give first reading approval to Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13). Voting aye were Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Brennan and Mr. Duvall voted nay.

9. Ordinance No.: 2020-033 Granting an encroachment to Patrick Keegan for the use of the right of way area of the 2600 block of Monroe Street for the installation and maintenance of a brick retaining wall adjacent to 2608 Monroe Street and 130 King Street, Richland County TMS#11314-01-01 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2020-033 Granting an encroachment to Patrick Keegan for the use of the right of way area of the 2600 block of Monroe Street for the installation and maintenance of a brick retaining wall adjacent to 2608 Monroe Street and 130 King Street, Richland County TMS#11314-01-01.

RESOLUTIONS

10. Resolution No.: R-2020-052 Certifying Twelve (12) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the Code of Laws of South Carolina (1976), as amended, regarding property located at 2150 Harden Street, Richland County TMS # 11501-01-01(p) – *Approved*



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Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-052 Certifying Twelve (12) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the Code of Laws of South Carolina (1976), as amended, regarding property located at 2150 Harden Street, Richland County TMS # 11501-01-01(p).

11. Resolution No.: R-2020-057 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 301 Assembly Street, Richland County TMS#11204-02-06 and 11204-02-02 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2020-057 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 301 Assembly Street, Richland County TMS#11204-02-06 and 11204-02-02.

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

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



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ZONING / PLANNING MATTERS - FIRST READING

13. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 215 Bush River Road; TMS# 07308-01-07 – *Approved on first reading.*

Ordinance No.: 2020-047 Annexing 215 Bush River Road, Richland County TMS# 07308-01-07 – *Approved on first reading.*

Council District: 2

Proposal: Request to annex, assign interim land use classification of Urban Core Regional Activity Center (UCAC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Boozer Shopping Center, Inc.

Staff Recommendation: Approval

PC Recommendation: 05/04/2020: Annex, Assign Interim Land Use & Interim Zoning

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment for 215 Bush River Road; TMS# 07308-01-07 **and** Ordinance No.: 2020-047 Annexing 215 Bush River Road, Richland County TMS# 07308-01-07.



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PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council Opened the Public Hearing at 6:29 p.m.

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 151 Clemson Road; TMS# 25705-07-27 – *Approved on first reading.*

Ordinance No.: 2020-018 Annexing and Incorporating 151 Clemson Road, Richland County TMS#25705-07-27 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 4
 Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
 Applicant: Sumo Japanese Steakhouse, Inc.
 Staff Recommendation: Approval
 PC Recommendation: 01/06/2020; Approval (7-0)

No public comments were made at this time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, And Zoning Map Amendment for 151 Clemson Road; TMS# 25705-07-27 **and** Ordinance No.: 2020-018 Annexing and Incorporating 151 Clemson Road, Richland County TMS#25705-07-27 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)



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15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 171 Clemson Road; TMS# 25705-07-2 – *Approved on first reading.*

Ordinance No.: 2020-016 Annexing and Incorporating 171 Clemson Road, Richland County TMS#25705-07-25 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 4
 Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
 Applicant: Michael E. Hutchins
 Staff Recommendation: Approval
 PC Recommendation: 01/06/2020; Approval (7-0)

No public comments were made at this time.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, And Zoning Map Amendment for 171 Clemson Road; TMS# 25705-07-2 **and** Ordinance No.: 2020-016 Annexing and Incorporating 171 Clemson Road, Richland County TMS#25705-07-25 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 220 Deerwood Street; TMS# 13805-05-18 – *Approved on first reading.*

Ordinance No.: 2020-017 Annexing and Incorporating 220 Deerwood Street, Richland County TMS#13805-05-18 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*



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Council District:	3
Proposal:	Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and zoned RM-HD by Richland County.
Applicant:	Christopher Seamon
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)

No public comments were made at this time.

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, And Zoning Map Amendment for 220 Deerwood Street; TMS# 13805-05-18 **and** Ordinance No.: 2020-017 Annexing and Incorporating 220 Deerwood Street, Richland County TMS#13805-05-18 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY for 6728 Wingard Street; TMS# 16407-04-04 – *Approved on first reading.*

Ordinance No.: 2020-041 Annexing and Incorporating 6728 Wingard Street, Richland County TMS# 16407-04-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District:	4
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Single-Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County
Applicant:	Venson Howard Reese
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (7-0)



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No public comments were made at this time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment Case Summary for 6728 Wingard Street; TMS# 16407-04-04 **and** Ordinance No.: 2020-041 Annexing and Incorporating 6728 Wingard Street, Richland County TMS# 16407-04-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

18. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 940 Gracern Road TMS# 07301-02-01 – *Approved on first reading.*

Ordinance No.: 2020-038 Annexing and Incorporating 940 Gracern Road, Richland County TMS# 07301-02-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District:	2
Proposal:	Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.
Applicant:	American Home Renovations, LLC / Julius Brazell
Staff Recommendation:	Approval
PC Recommendation:	05/04/2020; Pending (7 - 0)

No public comments were made at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 940 Gracern Road TMS# 07301-02-01 **and** Ordinance No.: 2020-038 Annexing and Incorporating 940 Gracern Road, Richland County TMS# 07301-02-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.



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19. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road; TMS#: 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22 – *Approved on first reading.*

Ordinance No.: 2020-042 Annexing and Incorporating 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road, Richland County TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 3
 Proposal: Request to annex, assign land use classifications of Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2) and assign zoning of General Commercial District (C-3), Office and Institutional District (C-1), Single Family Residential District (RS-3), and Single Family Residential District in a Flood Protective Overlay (RS-3, -FP). The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) and Rural (RU) by Richland County
 Applicant: Marion T. Burnside, Mary Blakely Hendricks Burnside, Bunrich Partners, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, III, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, IV
 Staff Recommendation: Approval
 PC Recommendation: 05/04/2020; Approval (6-0)



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See attached email from Mr. Mitchell Green.

Mayor Benjamin said the City has been investing heavily in our infrastructure including water and sewer. Even through this pandemic we are constantly investing and reinventing ourselves to meet the times. I hope in the future we can make a case for you to annex your property into the City.

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road; TMS#: 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22 **and** Ordinance No.: 2020-042 Annexing and Incorporating 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road, Richland County TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

20. ZONING MAP AMENDMENT for 4427 Blossom Street, TMS# 13810-03-10 – *Approved on first reading.*

Council District:	3
Proposal:	Request to rezone the parcels from General Residential District (RG-2) with a portion in the -Floodplain Area (-FP) to Neighborhood Mixed-Use District (MX-1) with a portion in the -Floodplain Area (-FP).
Applicant:	Jeff Brooks, Innov8
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval(4-3)

No public comments were made at this time.



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Upon a motion made by Mayor Benjamin and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 4427 Blossom Street, TMS# 13810-03-10.

21. ZONING MAP AMENDMENT for 2201 Wayne Street, TMS# 09011-01-06 – *Approved on first reading.*

Council District: 1
 Proposal: Request to rezone the parcels from Light Industrial District (M-1) to General Residential District (RG-2).
 Applicant: Elizabeth G. Wallace, President - Wallace Realty and Investment
 Staff Recommendation: Approval
 PC Recommendation: 03/02/2020; Approval (7-0)

No public comments were made at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 2201 Wayne Street, TMS# 09011-01-06.

22. ZONING MAP AMENDMENT for a 2.66-acre portion of S/S Ft. Jackson Blvd., TMS# 16503-05-04(p) – *Approved on first reading.*

Council District: 4
 Proposal: Request to rezone a +/- 2.66-acre portion of the parcel from Single-Family Residential District (RS-1) and General Commercial District (C-3) with a portion in the Floodplain Area (-FP) to General Commercial District (C-3) with a portion in the Floodplain Area (-FP).
 Applicant: QuikTrip Corporation
 Staff Recommendation: Approval
 PC Recommendation: 05/04/2020; Approval (7-0)



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Ms. Julie Giglio said I live in the King's Grant Community. When I learned about the QuikTrip proposal, here are the questions I asked myself: Aren't there enough gas stations and convenience stores in the surrounding area? Is putting a gas station or convenience store right next to a condominium complex the right answer? Could there be environmental issues to the surrounding area with two lanes of traffic plus the large median causing more issues with accidents? Would this impact the tax value of a large tax base of houses within the City? Will there be an increased presence of lights in the area during the night hours? Will there be lighting restrictions? Will it be open 24 hours? Are trucks going to be able to stop and refuel here? I hope that the board approves the continuance of this project so that surrounding communities are not negatively impacted.

See attached email from Ms. Hope Komar.

See attached email from Mr. Jochen Lauterbach.

Councilor Rickenmann said I corresponded with several folks who reached out and I want to ensure this is not a truck stop. It is on the highway in a major thoroughfare. There were some environmental questions and my understanding is there were no wetlands mitigation needed. They are before us because the property is both commercial and residential. There were some other questions about egress. I believe that fits into the purview of traffic engineering. As it came to questions about the lights and other things, they will be addressed at the BOZA meeting. There will be a QuikTrip representative on the line and we can ask them those questions. The site will be monitored by the people who work there and the corporate office. From a traffic pattern standpoint, it is in an off ramp location. I do think it is a good location for it. I know some folks don't feel the same way but we are talking about a major thoroughfare and a highway. I did check into the same report that was made on the traffic. It says 43% of accidents were caused by failure to yield but the majority was people following too close. I don't know exactly what is proposed by the engineer and DOT but I imagine some measures will be taken to help ensure safe travel in and out of the location.

Councilor Devine requested the DOT traffic report referenced in the conversation.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Zoning Map Amendment for a 2.66-acre portion of S/S Ft. Jackson Blvd., TMS# 16503-05-04(p).



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23. ZONING MAP AMENDMENT for 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-12(p) – *Approved on first reading.*

Council District: 1
 Proposal: Request to rezone the parcels from Single-Family Residential District (RS-2) to General Residential District (RG-1).
 Applicant: Jennifer Bishop, Greater Columbia CDC
 Staff Recommendation: Approval
 PC Recommendation: 03/02/2020; Approval (5-2)

Mr. John Lewis said I am the developer for the project. The client owns 10.57 acres of which a portion of the property is located in the City and the other in the County. The request is to annex part of the County land into the City and then change the zoning. Our intention is to build a 91-unit townhome development on this parcel of land.

Mr. Anthony Kelly said I live on Brickyard Road. I think it's a bad idea to rezone the property. We are located in 29203 and we have trouble right here with the little people we have. I call in every other night to the City Police and I don't get any help. They do not want to build apartments there. I think we should look at it before they add more apartments and you have more elderly people living back here.

See attached email from Ms. Jada Harris.

See attached email from Mr. BJ Sumpter.

See attached email from Mr. James and Sandra Harris.

See attached email from Ms. Zipporah Sumpter.

Ms. Krista Hampton, Director of Planning and Development Services said the operational issues can be addressed during the site plan review process. That is an administrative review and if it meets the standards then its approved. Anything such as traffic, ingress, and egress are managed by our regulations.

Councilor Brennan asked for any environmental issues and the path the developer is taking to abate those issues during this development.



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Mr. John Lewis said we have completed phase 1 and phase 2. There was an issue in phase 1 involving some illegal dumping on the grounds. We are now working with DHEC to develop a remediation plan. There was the presence of one or two chemicals that were outside of the tolerance level. We are in the process of addressing that.

See attached email from Ms. Syrecca Parker.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-12(p). Ms. Devine abstained from voting due to a conflict of interest.

24. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (portion), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road TMS# 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-1 – *Approved on first reading.*

Ordinance No.: 2020-040 Annexing and Incorporating 2.74 acres S/W Rugby Road (pt), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (pt), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road, Richland County TMS# 09212-01-01 (pt), 09212-02-01, 09212-02-12 (pt), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District:	1
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2), and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.
Applicant:	Grace Christian Ministries / Greater Columbia Community Development Corporation
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)



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Refer to comments in Item 23.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, And Zoning Map Amendment for 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (portion), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road TMS# 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-1 **and** Ordinance No.: 2020-040 Annexing and Incorporating 2.74 acres S/W Rugby Road (pt), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (pt), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road, Richland County TMS# 09212-01-01 (pt), 09212-02-01, 09212-02-12 (pt), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Ms. Devine abstained from voting due to a conflict of interest.

25. COMPREHENSIVE PLAN –FUTURE LAND USE MAP AMENDMENT 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-12(p) – *Approved on first reading.*

Ordinance No.: 2020-039 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p); Richland County TMS# 09212-01-01(p) and 09212-02-12(p) – *Approved on first reading.*

Council District:	1
Proposal:	Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification of the property from Urban Core Residential Small Lot (UCR-1) to Urban Edge Residential Large Lot (UER-2).
Applicant:	Krista Hampton, Planning & Development Services Director
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)

Refer to comments in Item 23.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Comprehensive Plan –Future Land Use Map Amendment for 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-



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02-12(p) **and** Ordinance No.: 2020-039 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p); Richland County TMS# 09212-01-01(p) and 09212-02-12(p). Ms. Devine abstained from voting due to a conflict of interest.

26. ZONING MAP AND TEXT AMENDMENT for 1-acre portion of 2.14 acres W/S Barnwell Street, TMS# 11404-10-04(p) – *Approved on first reading.*

Ordinance No.: 2020-015 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add a one (1) acre portion of the West Side of Barnwell Street known as Richland County TMS #11404-10-04(p) – *Approved on first reading.*

Council District:	2
Proposal:	Request to rezone the parcel from PUD-LS to PUD-LS, -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	Todd Avant, Avant Holdings, LLC and Robert E. Hughes, Tellus Delaware, LLC
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)
D/DRC Recommendation:	01/09/2020; Approval (6-0)

No public comments were made at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Zoning Map And Text Amendment for 1-acre portion of 2.14 acres W/S Barnwell Street, TMS# 11404-10-04(p) **and** Ordinance No.: 2020-015 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add a one (1) acre portion of the West Side of Barnwell Street known as Richland County TMS #11404-10-04(p).



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27. ZONING MAP AND TEXT AMENDMENT for 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49 – *Approved on first reading.*

Ordinance No.: 2020-014 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49 – *Approved on first reading.*

Council District: 2
 Proposal: Request to rezone the parcel from C-5, -DD to C-5, -DD, -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
 Applicant: William Kitchens, 1813 Main, LLC
 Staff Recommendation: Approval
 PC Recommendation: 02/03/2020; Approval (7-0)
 D/DRC Recommendation: 02/13/2020; Approval (6-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 19, 2020**

No public comments were made at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49 **and** Ordinance No.: 2020-014 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49.

28. ZONING TEXT AMENDMENT to Amend §17-322-5p Five Points Overlay District – *Approved on first reading.*

Ordinance No.: 2020-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 9, Supplementary District Regulations, Sec. 17-322--5p five points overlay district – *Approved on first reading.*

Proposal: Amend City of Columbia's Code of Ordinances §17-322 to eliminate parking requirements for uses occupying 4,000 sq. ft.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 19, 2020**

or less with the exception of SIC 5813, Drinking Establishments in the Five Points Overlay District.

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 01/06/2020; Approval (7-0)

Pertinent Section: Chapter 17, Article III, Division 9, Amend §17-322- -5p Five Points

Commercial Corridor Redevelopment Plan

No public comments were made at this time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2020-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 9, Supplementary District Regulations, Sec. 17-322--5p five points overlay district.

29. AMENDMENTS TO UNIFIED DEVELOPMENT ORDINANCE to Update Text and Revised Effective Date of Ordinance – *Approved on first reading.*

Ordinance No.: 2020-022 Amending the effective date of Ordinance No.: 2019-013 repealing and replacing Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina – *Approved on first reading.*

Proposal: Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance” adopted August 20, 2019, updating text and revising the effective date of Ordinance to November 1, 2020.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

No public comments were made at this time.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 19, 2020**

Ms. Krista Hampton, Director of Planning Development Services said these are amendments to the Unified Development Ordinance to update some of the text and revise the effective date. We had placed an effective date of May hoping we had the zoning map completed. We are well on our way but have been delayed by the pandemic. During the period when we were adopting this code, Council directed staff to amend some of the language. That included removing the spacing requirements for eating and drinking establishments for outdoor entertainment and also eliminating the business plan requirement. The community character demolition criteria was asked to be tightened up and that has also happened. As we went through the mapping process we determined some changes that were necessary. There were a couple of districts that were identical so we merged them and renamed them. The next step is the mapping process. We are ready to go when we are able to resume meetings. We may have to put the effective date out a few more months but we are ready to get feedback.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2020-022 Amending the effective date of Ordinance No.: 2019-013 repealing and replacing Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina.

Council Closed the Public Hearing at 7:39 p.m.

PUBLIC COMMENTS

See attached meeting portal comment from Mr. Andrew Savoy.

ADJOURNMENT

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to adjourn the meeting at 7:41 p.m.

Respectfully submitted by:

Erika D. M. Hammond, CMC
City Clerk

Bailey, Rachel L

From: Mitchell Green <mitchellg1917@gmail.com>
Sent: Tuesday, May 19, 2020 5:45 PM
To: COC Board Meeting
Subject: [EXTERNAL] Annixation of property to the city from Burnside family to the city of Columbia where Benson street splits the property

Follow Up Flag: Follow up
Flag Status: Completed

***WARNING*: Use caution with links and documents in emails referencing the **Coronavirus** situation. Malicious actors have been using this situation as an opportunity to take advantage of users.**

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

As a resident in Richland County my property abuts before mentioned property. I myself and not comfortable nor confident that this annexation will help my property value nor me or my fellow residents whose property also abuts the subject matters annexation. It would be greatly appreciated if someone or persons could assure me that my property value nor my residency as a richly county resident will be if it negatively affected. In case none of you are aware the Majority of the people whose property is adjacent to the field do not like this idea. Of course I cannot tell anyone what to do with their property. I've voiced my concerns to the Coliers Realtor group weeks ago. It would be nice if the meet would have been postponed until this COVID 19 situation subsided. I feel we have no chance of being heard.

Mitchell Green

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)

Grajales, Leydi Y

From: Hope <mkomar@sc.rr.com>
Sent: Tuesday, May 19, 2020 1:30 PM
To: COC Board Meeting
Subject: [EXTERNAL] FW: Emailing: FtJaxBlvdaccidents
Attachments: FtJaxBlvdaccidents.pdf

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Hi my name is Hope Komar and I am a resident of the Kings Grant subdivision located on Ft. Jackson Blvd. I am writing to oppose the planned development of a Quik Trip gas station at the intersection of Ft. Jackson Blvd and I-77. Since I travel Ft. Jackson Blvd frequently, I have observed numerous accidents and feel that a Quik Trip will further increase the number of accidents and endanger public safety. I have attached a copy of a report from the Columbia Police Department that Mr. Howard Duvall obtained upon my request. There have been 67 accidents at or near this exchange in the last 5 years. That averages out to one (1) per month. The majority of those accidents - 43% - are listed as failure to yield, which I believe are left turn failure to yields. If you are familiar with this stretch of road, any driver leaving Fort Jackson, the Kings Grant subdivision or exiting I-77 from either exit ramp would have to make a left turn to enter the proposed Quik Trip. More accidents are going to occur. I think it is also safe to assume that pedestrian traffic from the apartment complex across the street from the proposed Quik Trip will increase and that a pedestrian will have to cross 4 lanes of traffic and a large median to access the proposed Quik Trip. This all assumes that traffic flow and patterns stay the same without any additional lights or pedestrian crossing. Will appropriate infrastructure go along with the Quik Trip site?

Thank you for your time and attention to this.

Hope Komar

Your message is ready to be sent with the following file or link attachments:

FtJaxBlvdaccidents

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)

Bailey, Rachel L

From: LAUTERBACH, JOCHEN <LAUTERAJ@cec.sc.edu>
Sent: Tuesday, May 19, 2020 6:38 PM
To: COC Board Meeting
Subject: [EXTERNAL]

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

I am writing to you as a resident of King's Grant to express my great concern about a planned truck stop on Fort Jackson Blvd and I-77.

According to the Columbia Police Department, the current accident rate at this intersection already averages out to more than one severe accident per month. There are already crosses at the roadside, and my family has been able to avoid several collisions, mostly where drivers that are leaving Ft. Jackson turn left onto I-77 south while ignoring oncoming traffic. In particular, during the evening commute, cars can back up to Kilbourne Road. With the new truck stop, semis and cars would have to turn left across this traffic to reach the truck stop. I am very concerned about the extra traffic, in particular, after experiencing the considerable mess that was created at the never-finished intersection of Bluff Road and S Beltline Blvd.

I understand that maximizing tax revenue is the most important goal and that it trumps environmental concerns and new traffic problems any day. I still have hope that the city council will consider the traffic and environmental (noise, particulate matter, destruction of beautiful trees) issues and will deny the request to build a truck stop there.

Sincerely,

Jochen Lauterbach

Dr. Jochen Lauterbach
 Professor and Smartstate Endowed Chair
 Department of Chemical Engineering
 University of South Carolina

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)

Bailey, Rachel L

From: Jada <bunchez@gmail.com>
Sent: Tuesday, May 19, 2020 6:45 PM
To: COC Board Meeting
Subject: [EXTERNAL] Re: Barony Community

Follow Up Flag: Follow up
Flag Status: Completed

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5933 : ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (portion), 320 Club Road,...

My concerns for city council...

I would like to know if a traffic study has been done or will be done to find out the impact of at least 75-100 or more vehicles on the community? What were the results if one has been conducted? I have concerns about the children that walk to school and the residents that walk to the Monticello Road area using Club Road. In addition, I'm worried that access to our community using Club Road could be impacted. This is the route used to travel to my home and the route emergency officials use to reach our streets behind the proposed zoning change site. I don't want decisions made thinking only of today. Future forecasting is vital to this community.

Posted by **Jada Harris** 1 hour and 37 minutes ago [Delete](#)

On Fri, May 15, 2020, 3:24 PM Jada <bunchez@gmail.com> wrote:

My name is Jada Harris. I'm a homeowner in the Barony Community and I oppose and do not agree with the proposed project at 320 Club Rd, SW Rugby Rd and surrounding properties. We are a very small quiet community of a few homes and I do not welcome nearly 500 individuals to a small area to congest the traffic. I would rather single family homes to be built instead.

Please respond so that I know you've received this email.

Thanks You

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)

Bailey, Rachel L

From: Bj Sumpter <bjsumpster803@gmail.com>
Sent: Tuesday, May 19, 2020 4:43 PM
To: Zoning
Subject: [EXTERNAL] Opposition to Proposal Zoning in Barony Woods- Club Rd Area
Attachments: Zoning Meeting 5-19-20.pdf

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Please see attachment

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)

Re: ZONING MAP AMENDMENT for 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-12(p) and ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONINGMAP AMENDMENT for 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S RugbyRoad,4802 Brickyard Road (portion), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road TMS# 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18,09305-04-19, 09309-15-08, and 09309-15-1

Dear Board Members:

We, as the closest and most immediately impacted by the proposed rezoning referenced above, appeal the granting of the Administrative Use Permit. We do this because the Findings are not supported by the evidence, the Conditions do not adequately protect us from the unreasonable detriment which, under the factual circumstances of this application, will cause unreasonable detriment to us as well as our neighbors and our neighborhood.

Character of neighborhood: The City of Columbia, Grace Christian Ministry and CDC ignores the change this will have on the nature of neighborhood: The parties listed state that it, “does not fundamentally alter the nature of the underlying uses.” The reality is that additional cars driving up and down our street on dangerous roadway during both morning and evening rush hours will inevitably impact the character of this neighborhood. No formal traffic study was done and the invested parties states that “This increase in traffic will not bother or impede current residents that reside in the Barony community.” To protect against this impact, at a minimum the city should at least conduct a reasonable study.

Evacuation and Safety Issues are not addressed

This site is located in the middle of the Barony community that was once the Ridgewood Country Club. In case of earthquake and/or fire, residents will be driving hastily to evacuate; while emergency vehicles will be speeding toward the site. Yet there is no requirement for an emergency earthquake or fire evacuation plan. Nor has the local fire marshal, with specific knowledge of the unique dangers of fire and evacuation in this area been called upon to address the safety of this site. Further the City of Columbia, Grace Christian Church/ CDC has failed to acknowledge the recent Geo/Environmental testing on the proposed site location. After being advised by the company that the site is contaminated with years of illegal dumping and would require major intensive excavation of at least 50 or more feet throughout the entire site, no one has taken any steps to address this. Further no one is acknowledging that a report has been done yet we know as a community that the area was surveyed and an opinion was issued. Failing to release the study to existing members of the community seems no less than criminal negligence, and this is one fact. However, consider the future effects of not releasing the study when families begin to suffer negative effects from the contaminated ground. This could lead to countless lawsuits. It’s there but no one wants to address it. Why is that? Perhaps your panel should address this to the interested parties.

Conclusion

We oppose a project of this magnitude in our residential area, with the concomitant traffic, pollution, and increased population as written. The Grace Christian Church/ CDC/ City of Columbia force us and our neighbors to absorb the impact of the Apartment Complex in, on and around our homes, and the concomitant loss in property values that go with it. Not to mention the land upon which this project is to be built is contaminated. The City of Columbia failed to require the applicant, who will profit greatly financially from this enterprise, to reduce the impact upon us.

We ask that you the Board members vote to deny the Grace Christian Church/ CDC and Invested Members' proposed rezoning application/request.

Very truly yours,

BJ Sumpter

Barony Woods-Club Rd Neighborhood Association

President

Bailey, Rachel L

From: sanharris@sc.rr.com
Sent: Monday, May 18, 2020 11:57 AM
To: Zoning; COC Board Meeting
Subject: [EXTERNAL] SW Rugby Road Properties

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

We are James and Sandra Harris.

This is to express our **opposition** to the proposed 84 apartments/townhomes to be located on property between Club Road, Barony Drive, Brickyard Road, Bauer Court, Lakeside Avenue and Barrington Drive.

We have lived on Barrington Drive for 50 years. We need **your** help to keep our neighborhood zoned for one, single family dwelling per lot.

Some of our concerns about this proposal are:

- Increased traffic in this small quiet neighborhood.
- Means of entry to that property is very limited.
- May cause more obstacles for emergency vehicles to access the streets in my neighborhood.
- The affect on schools in this area.
- The effect on the environment.

Thank you

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)

Bailey, Rachel L

From: Zipporah Sumpter <zippsumpter@gmail.com>
Sent: Friday, May 15, 2020 4:54 PM
To: Zoning
Subject: [EXTERNAL] SW Rugby Road and surrounding properties

Follow Up Flag: Follow up
Flag Status: Completed

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Be advised that I am opposed to the zoning proposition for the above subject properties.

Zipporah Sumpter
503 Club Road
Columbia,SC 29203

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)

Grajales, Leydi Y

From: syrecea66@aol.com
Sent: Tuesday, May 19, 2020 8:27 AM
To: COC Board Meeting
Subject: [EXTERNAL] May 19,2020 Zoning Agenda items 23, 24, and 25
Attachments: North Columbia Facts.docx; Barony Project concerns.docx

Follow Up Flag: Follow up
Flag Status: Completed

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I have attached two documents on concerns on this matter.

Item 23 the application listed for Jennifer Bishop Greater Columbia CDS should be also noted that that property is connected with her Church Grace Christian Ministries and we would like all this to remain single family to keep the integrity of this small community.

Youtube video shows study and that the land is contaminated (he states that at the very beginning) <https://www.youtube.com/watch?v=7iS31gB6q5I&feature=youtu.be>

They did not submit this survey at the planning meeting even though it was completed prior to the meeting. We tried to contact the Ombudsman's office but it was closed due to current pandemic .

Also please note that the "study" they keep mentioning about the need for affordable housing was conducted by the company that Jamie Divine (on Richland School District Two Board with Arron Bishop of Grace Christian Ministries) Conflict of Intrest

North Columbia Fact document attached shows the area is already saturated with apartments most are subsidized with vacancies and one large one under construction. Even the project this group most recently completed has vacant apartments.

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)

Bailey, Rachel L

From: syrecea66@aol.com
Sent: Tuesday, May 19, 2020 7:16 PM
To: COC Board Meeting
Subject: [EXTERNAL] 23 - 24 Rugby rd

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

It was initially 84 now 91 at 3 heartbeats per unit Aprox 546 people in a 6 street quiet community
Syrecea Parker

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)

Grajales, Leydi Y

From: MinuteTraq Notifications <NoReply@IQM2.com>
Sent: Monday, May 18, 2020 5:07 PM
To: Hammond, Erika; Hendrix, Jennifer; Grajales, Leydi Y; Ardis, Shari L
Subject: [EXTERNAL] A new comment has been posted to your Web Portal

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

The user Andrew Savoy has posted a comment on [Legislative File 5838: Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park \(Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13\).](#)

Comment: Dear City Council, CRG, the developer of The Edge, appreciates the positive working relationship with the City that through a collaborative process lead to a unanimous DDRC approval of design. City staff and the DDRC helped make our project better for the developer, the future residents and the City of Columbia. The design includes landscaping and access modifications for the adjacent Richland County Public Library, which supports the project. The Edge will take advantage of a tight site and excellent downtown location to achieve positive urban core density. Due to current property tax rates and construction costs, the project is not financially feasible without the commercial tax abatement incentive. During the ten-year term of 50% tax abatement, projected property taxes would still be approximately nine times the amount that is currently generated by the vacant lot. The project will also bring 15 permanent jobs and over 300 construction jobs to the City over a 2 year period. If anyone has questions during the hearing please contact: Andrew Savoy Director, Multifamily Development CRG 501.786.1736

Link to the Discussion: http://ColumbiaCitySC.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=5838

Attachment: MN_05_19_2020 (6147 : Approval of Meeting Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES SUNDAY, MAY 31, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual Emergency Meeting on Sunday, May 31, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:05 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. M. Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Mayor Benjamin said tomorrow, multiple cities across the country are declaring a National Day of Mourning and Lament; a multi-faith effort to spend some time reflecting. We had some incredibly challenging times as we dealt with the COVID-19 pandemic and the many lives lost. A number of us have determined that we had not yet taken the time to mourn and be together. Tomorrow morning at 11 o'clock we are going to have a Zoom call and we will lower the City Flag to half-staff. I am going to lay a wreath in honor of those that we have lost. We will spread this broadly to citizens so they can participate. Reverend McDowell along with Pastor George Wright from Shandon Baptist Church and other faithful leaders will have the opportunity to share their thoughts on what we have been dealing with as a Country and City during the past several months, which has only intensified over the last several days. I want to make sure you are all aware of this and have the ability to participate.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to amend the agenda to add an Executive Session discussion of the Emergency Ordinance.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 2:15 p.m. for the receipt of legal advice covered by attorney-client privilege.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
SUNDAY, MAY 31, 2020**

EMERGENCY ORDINANCE

1. Ordinance No.: 2020-052 - Declaring a State of Emergency and Enacting an Emergency Curfew

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve Ordinance No.: 2020-052 - Declaring a State of Emergency and Enacting an Emergency Curfew.

Mayor Benjamin said I want to encourage people to move forward with a spirit of compassion that brings this community together. Let's be respectful to the right of free speech and peaceful protests and what that means. The violations of people's personal property and personal safety will never be tolerated in the City and we will act accordingly to preserve the peace. The reality is we can only do it if we do it together. Let's make sure the people of Columbia know we are always operating together and in their best interest.

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to adjourn the meeting at 2:27 p.m.

Respectfully submitted by:

Erika D. M. Hammond, CMC
City Clerk

Attachment: MN_05_31_2020 (6147 : Approval of Meeting Minutes)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

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



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Fiscal Year 2020/2021 Budget - Ms. Melisa Caughman, Budget & Program Management Director

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

- Financial Update
- External Contracts and Special Projects
- Hospitality Tax Funding
- Accommodations Tax Funding



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Zoning Map Revision - Ms. Krista Hampton, Planning and Development Services Director and Ms. Rachel Bailey, Zoning Administrator

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

Provide City Council with an updated schedule of virtual activities in support of redrawing the City of Columbia Zoning Map.



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of seventy-five (75) Body Armor Jackets, as requested by the Columbia Police Department. Award to Lawmen's using the SC State Contract in the amount of \$71,199.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R206452

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Uniforms & Clothing (1012402-624100). The original budgeted amount is \$80,000.00.

CLEAN WATER 2020?: No

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

Qty.	Description	Unit Price	Extended Amount
75	Body Armor	\$879.00	\$65,925.00
	SC Tax 8%		\$5,274.00
	Total Cost		\$71,199.00

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

ATTACHMENTS:

- Lawmen's Quote (PDF)
- SC State Contract #4400018551 (PDF)



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

R206452

SALES QUOTE

SQ-330506

7/22/2020



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact		Ship To			
CITY OF COLUMBIA ATTN: ACCOUNTS PAYABLE PO BOX 147 COLUMBIA SC 29217 Tel: (803) 545-3414 Fax: (803) 343-8720				COLUMBIA PD SUPPLY BUILDING 715 BLUFF ROAD COLUMBIA SC 29201			
Account	Terms		Due Date	Account Rep		Schedule Date	
COLA	NET 30 Days		8/21/2020	Jerald Branz		7/22/2020	
Quotation	PO #		Reference	Ship VIA		Page	Printed
SQ-330506			GOODWIN	FACTORY DIRECT		1	7/23/2020
L Item	Description	Qty	Price	UM	Discount	Amount	
1	SC STATE CONTRACT #4400018551						
2	SBA1219793-M Safariland SX Level IIIA, A7 - Male Panel Set QN: 19-QUO-000082	75	\$879.00	EA		\$65,925.00	
3	SBA1348925 SAFARILAND M CONCEALABLE CARRIER, NAVY	150	\$0.00	EA		\$0.00	
4	SBA1220902-58 Safariland Soft Trauma Plate, 5" X 8"	75	\$0.00	EA		\$0.00	
5	FREE FREIGHT						
**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **FREIGHT WILL BE ADDED TO ALL INVOICES. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.			Tax Details SCLOTRANS \$5274.000 Payment Details 01/01/00 No Payment History		Taxable Total Tax \$5,274.00 Exempt \$0.00 Total \$71,199.00 Balance \$71,199.00		

Attachment: Lawmen's Quote (6142 : Safariland Body Armor)



Contract 4400018551

[Back to Initial Screen](#)

Validity Start 05/07/2018

Target Value \$ 1,300,000.00

Bid Invitation [5400014787](#)

Contract Notes

Validity End 05/06/2023

FEIN 47-5281115

Vendor 7000231559

Vendor Address LAWMENS DISTRIBUTION LLC

3319 ANVIL PLACE

RALEIGH NC 27603

District WAKE

Telephone (800) 426-3486

Minority Status Not Applicable

Home Page <http://lawmens.com>

E-mail ashley.pomerville@lawmens.com

Fax Number

Other URL

Vendor Contacts

3 Contacts found, displaying all Contacts.

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

Attachments

7 Attachments found, displaying all Attachments.

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

Contract Items

3 Items found, displaying all Items.

Item Pricing

- 00001 Concealable Body Armor: Discount % = 45%

Material Group: 34574 - personal protective equipment (ppe), (bloodborne pathogen protection), not listed elsewhere

Agency: Statewide
- 00002 Tactical Body Armor: Discount % = 45%

Material Group: 34574 - personal protective equipment (ppe), (bloodborne pathogen protection), not listed elsewhere

Agency: Statewide
- 00003 Accessories & Supplies Discount % = 35%

Material Group: 34574 - personal protective equipment (ppe), (bloodborne pathogen protection), not listed elsewhere

Agency: Statewide

[Back to Initial Screen](#)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal of Banner CIS & Microfocus Annual Maintenance Licenses, as requested by the Budget and Program Management Office. Award to Hansen Banner, LLC, in the amount of \$122,380.86. This firm is located in Carlsbad, CA.

REQUISITION NO.: R206550

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office-Maintenance & Service Contract (6218950-638200). The original budget amount is \$122,380.86.

CLEAN WATER 2020?: No

Kronos Incorporated	
Microfocus Annual Maintenance	\$16,259.82
Banner CIS Annual Maintenance	\$106,121.04
Total	\$122,380.86

Sec. 2-204. (7) - 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: Procurement of information technology.

ATTACHMENTS:

- Banner Invoice (PDF)



Hansen Banner, LLC
350 Fifth Avenue
Suite 6440
New York NY 10118
Tel:

R 206550

TAX ID:	46-5651020
Invoice No.	B002451
Date	6/23/2020
Due Date	7/23/2020

Bill To:

City of Columbia
1401 Main St FL 10
Columbia SC 29201

Ship To:

City of Columbia
1401 Main St FL 10
Columbia SC 29201

Attention	Customer Number	Purchase Order No.
	COL001	

Description	Quantity	Unit Price	Total Amount
MICROFOCUS Annual Maintenance July 1, 2020 to June 30, 2021	1.00	16,259.82	16,259.82
BANNER CIS Annual Maintenance - 150,000 Licenses July 1, 2020 to June 30, 2021	1.00	106,121.04	106,121.04

Account Manager - Laura Elwell

SUBTOTAL:	Z-US\$	122,380.86
SALES TAX:	Z-US\$	0.00
INVOICE TOTAL:	Z-US\$	122,380.86

Remit Checks to:
Hansen Banner, LLC Accounts Receivable
2040 Avenue C, Suite 200N
Bethlehem PA 18017

HansenNAAR@hsntech.com

Direct Payments to:
Hansen Banner, LLC
Routing: ACH 021000322 / Wire 026009593
Acct: 483043641195 / SWIFT # BOFAUS3N
Bank of America, NA
350 5th Ave, New York, NY 10118

Attachment: Banner Invoice (6129 : Hansen Technologies Banner CIS & Microfocus Annual Support Renewal)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal of Kronos Workforce Annual Subscription Services for employee time keeping and software support services, as requested by the Information Technology Services Department. Award to Kronos Inc. in the amount of \$246,865.49. This vendor is located in Chelmsford, MA.

REQUISITION NO.: R206312

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office-Maintenance & Service Contract (6218950-638200). The original budget amount is \$246,865.49.

CLEAN WATER 2020?: No

Sec. 2-204. (7) - 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:
Procurement of information technology.

Kronos Incorporated	
Workforce Subscription Software Support	\$78,113.91
Equipment Support Services	\$42,033.74
Educational Services	\$5,749.20
Software Maintenance & Services	\$112,008.00
Taxes	\$8,960.00
Total	\$246,865.49

ATTACHMENTS:

- Kronos quote (PDF)

Support Services Quote

Page 1 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Subscription
Customer: CITY OF COLUMBIA
Solution ID: 6105391
Contract #: 1209776 S29-JUN-20
Date: 01-JUL-2020
Prepared by: Judy Demers / US Subscription

Bill To: THE CITY OF COLUMBIA
 PO BOX 147
 COLUMBIA SC 29217
 UNITED STATES

Ship To: CITY OF COLUMBIA
 1737 MAIN ST
 COLUMBIA SC 29201
 UNITED STATES

Contact: SYLVIA WHITE
Email: sylvia.white@columbiasc.gov

CONTRACT SUMMARY

Contract Period: 26-OCT-2020 - 25-OCT-2021

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	78,113.91	0.00	78,113
Total	78,113.91	0.00	78,113

Annualized Contract Value: 78,113.91

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor") (referred to as the "US Communities Agreement #18220").

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

THE CITY OF COLUMBIA

Signature: _____
 Name: _____
 Title: _____
 Date: _____

KRONOS INCORPORATED

Signature: _____
 Name: _____
 Title: _____
 Date: _____

see other side
→

22063 12

Support Services Quote

Page 2 of 2

R 206312

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Subscription
Customer: CITY OF COLUMBIA
Solution ID: 6105391
Contract #: 1209776 S29-JUN-20
Date:
Prepared by: Judy Demers / US Subscription

Bill To: THE CITY OF COLUMBIA
 PO BOX 147
 COLUMBIA SC 29217
 UNITED STATES

Ship To: CITY OF COLUMBIA
 1737 MAIN ST
 COLUMBIA SC 29201
 UNITED STATES

Contact: ACCOUNTS PAYABLE
Email:

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (day)
1	Subscription Software Service	WORKFORCE TELESTAFF BIDDING V6	1,030	26-OCT-2020	25-OCT-2021	3
2	Subscription Software Service	WORKFORCE TELESTAFF CONTACT MANAGER V6	1,030	26-OCT-2020	25-OCT-2021	3
3	Subscription Software Service	WORKFORCE TELESTAFF ENTERPRISE V6	1,030	26-OCT-2020	25-OCT-2021	3
4	Subscription Software Service	WORKFORCE TELESTAFF GATEWAY MANAGER V6		26-OCT-2020	25-OCT-2021	3
5	Subscription Software Service	WORKFORCE TELESTAFF GATEWAY MGR V6 I/F TO WFC		26-OCT-2020	25-OCT-2021	3
6	Subscription Software Service	WORKFORCE TELESTAFF GLOBAL ACCESS V6	1,030	26-OCT-2020	25-OCT-2021	3
7	Subscription Software Service	WORKFORCE TELESTAFF INSTITUTION FOCUS V6	1,030	26-OCT-2020	25-OCT-2021	3
				Support Services	Estimated Tax	Subtotal
Software Support Services				78,113.91	0.00	78,113.91

Attachment: Kronos quote (6141 : Kronos Workforce and Support Services Annual Renewal)

Kronos Workforce Subscription

10/26/20 to 10/25/21

Quantity \$ 78,113

Price \$11 ea



Support Services Quote

Page 1 of 2

R 206312

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF COLUMBIA
Solution ID: 6109747
Contract #: 1190570 R01-JUN-20
Date: 04-JUN-2020
Prepared by: Mary Figueira / US PublicSector2

Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC 29217
UNITED STATES

Ship To: CITY OF COLUMBIA
1136 WASHINGTON ST
2ND FL, SUITE 202/204
COLUMBIA SC 29201-6217
UNITED STATES

Contact: SYLVIA WHITE
Email: swhite@columbiasc.net

CONTRACT SUMMARY

Contract Period: 28-SEP-2020 - 27-SEP-2021

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	42,033.74	0.00	42,033
Educational Services	5,749.20	0.00	5,749
Total	47,782.94	0.00	47,782

Annualized Contract Value: 47,782.94

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

THE CITY OF COLUMBIA

Signature: _____

Name: _____

Title: _____

Date: _____

KRONOS INCORPORATED

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: Kronos quote (6141 : Kronos Workforce and Support Services Annual Renewal)



Line 293

7.a

Support Services Quote

Page 2 of 2

R 206312

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF COLUMBIA
Solution ID: 6109747
Contract #: 1190570 R01-JUN-20
Date:
Prepared by: Mary Figueira / US PublicSector2

Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC 29217
UNITED STATES

Ship To: CITY OF COLUMBIA
1136 WASHINGTON ST
2ND FL, SUITE 202/204
COLUMBIA SC 29201-6217
UNITED STATES

Contact: DEFAULT EMAIL CONTACT
Email: accountspayable@columbiasc.net

Line 2 Kronos
EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (day)
1	Depot Exchange	Data Collection: InTouch	91	28-SEP-2020	27-SEP-2021	
2	Depot Exchange	Options: InTouch	91	28-SEP-2020	27-SEP-2021	

Support Services	Estimated Tax	Subtotal
Equipment Support Services	42,033.74	0.00
		42,033.74

Line 3
EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (day)
1	Ed Services Subscription	KNOWLEDGE PASS		28-SEP-2020	27-SEP-2021	

Support Services	Estimated Tax	Subtotal
Educational Services	5,749.20	0.00
		5,749.20

Attachment: Kronos quote (6141 : Kronos Workforce and Support Services Annual Renewal)

Q 206312

Line 4

7.a

Quote#: Q-49186

Page 1 of 3



RENEWAL ORDER FORM

Quote#: Q-49186
Expires: 6/26/2020

Order Type: Renewal
Date: 6/1/2020

Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29217 USA
Bill To Contact:

Ship To: CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201 USA

Payment Terms: Net 30 Days
Customer PO Number:
Subscription Term: 12 Months
Billing Frequency: Annual
Billing Type: Advance

Currency: USD
Solution ID: 6109747

Contract Summary

Contract Period Start Date: 9/25/2020

Contract Period End Date: 9/24/2021

Total Price: USD 111,983.52

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 112,008.00

plus tax

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

Attachment: Kronos quote (6141 : Kronos Workforce and Support Services Annual Renewal)

Q 206312
Kronos

SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
WORKFORCE TIMEKEEPER V8 SAAS	12	200	USD 908.00	USD 10,896.00
WORKFORCE EMPLOYEE V8 SAAS	12	1,350	USD 0.00	USD 0.00
WORKFORCE TIMEKEEPER V8 SAAS	12	2,450	USD 8,131.96	USD 97,583.52
WORKFORCE EMPLOYEE V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE MANAGER V8 SAAS	12	20	USD 0.00	USD 0.00
WORKFORCE MANAGER V8 SAAS	12	350	USD 0.00	USD 0.00
WORKFORCE ABSENCE MANAGER V8 SAAS	12	200	USD 260.00	USD 3,120.00
WORKFORCE ABSENCE MANAGER V8 SAAS	12	2,450	USD 0.00	USD 0.00
KRONOS ENTERPRISE ARCHIVE V8 SAAS	12	200	USD 32.00	USD 384.00
KRONOS ENTERPRISE ARCHIVE V8 SAAS	12	2,450	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	2,450	USD 0.00	USD 0.00
WORKFORCE MOBILE MANAGER V8 SAAS	12	20	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 TO TELESTAFF SAAS	12	1	USD 0.00	USD 0.00
WORKFORCE MOBILE EMPLOYEE V8 SAAS	12	200	USD 0.00	USD 0.00
Total Price				USD 111,983.52

"Support Services are subject to applicable taxes, actual tax due will be reflected on the invoice."

THE CITY OF COLUMBIA

Signature: _____

Name: _____

Title: _____

Date: _____

Kronos Incorporated

Signature: _____

Name: _____

Title: _____

Date: _____

The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not

Attachment: Kronos quote (6141 : Kronos Workforce and Support Services Annual Renewal)

R 206312

7.a

Quote#: Q-49186

Page 3 of 3

display as expected when displayed on your invoice. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term

Attachment: Kronos quote (6141 : Kronos Workforce and Support Services Annual Renewal)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Two (2) Ram 2500 Tradesman Crew Cab 4X4 Trucks for the Metro Wastewater Treatment Plant, as requested by the Fleet Services Division. Award to Santee Automotive, LLC using the SC State Contract in the amount of \$65,650.00. This vendor is located in Manning, SC.

REQUISITION NO.: R206204

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance-Auto, Trucks Heavy Equipment-Capital (5516205-658500). The original budget amount is \$65,650.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Enhancing Columbia's Neighborhoods

We respectfully request Council's approval for this purchase using the State Contract# 4400022487 Vendor, Santee Automotive LLC, at the following cost plus state vehicle tax.

Two Ram 2500 Tradesman Crew Cab 4X4	
Base Price	\$64,650.00
SC State Vehicle Tax	\$ 1,000.00
PO Total	\$65,650.00

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

ATTACHMENTS:

- Quote (PDF)
- State Contract# 4400022487 (PDF)

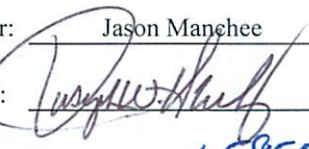
Department of Utilities & Engineering
Wastewater Division (UEWW)

Date: July 13, 2020

Priority: _____

Requestor: Jason Manchee

Requisition # _____

Approval: 

P.O. # _____

Cost Account Number: 658500

Type of Request
click all that apply

Qty	Unit	Price	Totals	Complete Description
2	Each	\$ 32,325.00	\$ 64,650.00	Ram 2500 Tradesman crew cab 4x4

Vendor: Santee AutomotiveContact: Scott WatfordPhone: 803-386-9651

Fax: _____

End User: Wastewater Maintenance

Subtotal: \$64,650.00

Sales Tax: \$1,000.00

Shipping & Handling:

Total Cost: \$65,650.00**Justification:**

Replacing VCN 18760 and 18770 due to age and mileage. These trucks are used in daily operation and emergency response for sewer.
 STATE CONTRACT #4400022487

Attachment: Quote (6121 : Two Ram 2500 Tradesman Crew Cab 4X4)



QUOTE

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
City of Columbia Water
Jason Manchee

803-545-3833
jason.manchee@columbiasc.gov

Estimate Number: 19162

Estimate Date: July 13, 2020

Expires On: August 31, 2020

Grand Total (USD): \$65,650.00

Items	Quantity	Price	Amount
Ram 2500 Tradesman Crew Cab 4x4 State Contract: 4400022487 6.4L Heavy Duty HEMI Engine 8-Speed Automatic 8HP75-LCV Transmission HD Vinyl 40/20/40 Split Bench Seat Power Windows, Door Locks, and Mirrors Remote Keyless Entry 18 Steel Wheels LT275/70R18E On/Off Road Tires Protection Group Class IV Towing Package Tubular Side Steps Park View Rear Back Up Camera Winch Privacy Glass	2	\$32,325.00	\$64,650.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	2	\$500.00	\$1,000.00
Total:			\$65,650.00
Grand Total (USD):			\$65,650.00

Attachment: Quote (6121 : Two Ram 2500 Tradesman Crew Cab 4X4)

Phone: (803)896-6389
Email: drsharpe@mms.sc.gov

1201 Main Street, Suite 600
Columbia, South Carolina 29201

Page: 9
Date: 11/1/2019

PU-8: Truck, Pickup, 4x4, 3/4 Ton, Crew Cab, Heavy Duty

<u>Contract Number:</u>	4400022487	<u>Contractor:</u>	Santee Automotive LLC
<u>Initial Contract Term:</u>	11/1/2019 - 10/31/2020	<u>Address:</u>	2601 Paxville Highway, Manning SC 29102
<u>Contract Rollover Dates:</u>	TBD - TBD	<u>Vendor #:</u>	7000214142
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Scott Watford
<u>Model:</u>	Ram 2500 Tradesman DJ7L91	<u>Email:</u>	scott@tracsconsult.com
<u>Commodity Code:</u>	07202	<u>Telephone:</u>	803-386-9651
<u>Delivery Days ARO:</u>	120	<u>Fax:</u>	803-678-4297

BASE PRICE **\$32,325.00**

*Click on the link above for an Itemized listing of items included in the base price.

Optional Additions

Auxiliary Power Connection (Standard State Spec)	\$125.00
Bedliner - Spray-In	\$544.00
Bluetooth/Handsfree Calling	Standard
From Gas to Diesel Engine	\$8,364.00
Larger Differential Ratio	Standard with Diesel Engine Upgrade
Long Bed (8 Ft.)	\$211.00

Optional Deductions

Vehicle Delivery Fee	\$15.00
Deduct Privacy Glass to Factory Standard	\$260.00
DNR Auxiliary Connection	\$195.00
Law Enforcement Dome Light	\$96.00
Winch (State Standard Spec)	\$1,846.00
Deduct from All-terrain to All-Season/Street Tires	\$491.00

Delivery Information

Distance from Dealership to SFM Delivery Point	10
Delivery price per mile in excess of the miles above	\$1.50

[Return to Index](#)

Attachment: State Contract# 4400022487 (6121 : Two Ram 2500 Tradesman Crew Cab 4X4)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Three (3) Ford Rangers Trucks for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Vic Bailey Ford Inc., using the SC State Contract in the amount of \$88,917.00. This vendor is located in Spartanburg, SC.

REQUISITION NO.: R206206

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$88,917.00.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the State Contract# 4400022488 Vendor, Vic Bailey Ford Inc., at the following cost plus state vehicle tax.

Three 2020 Ford Rangers	
Base Price	\$66,759.00
Upgrades	\$20,658.00
SC State Vehicle Tax	\$1,500.00
PO Total	\$88,917.00

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

ATTACHMENTS:

- Quote (PDF)
- State Contract# 4400022488 (PDF)

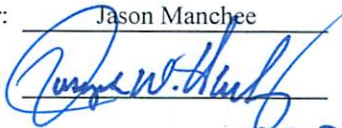
Department of Utilities & Engineering Wastewater Division (UEWW)

Date: July 15, 2020

Priority: _____

Requestor: Jason Manchee

Requisition # _____

Approval: 

P.O. # _____

Cost Account Number: 658500

Type of Request <i>click all that apply</i>

Qty	Unit	Price	Totals	Complete Description
3	Each	\$ 29,639.00	\$ 88,917.00	2020 Ford ranger
				4x4 upgrade
				Crew cab upgrade
				Securable folding bed cover

Vendor: Vic Bailey fordContact: David vetterPhone: 8645853600

Fax: _____

End User: Wastewater Maintenance

Subtotal: \$88,917.00

Sales Tax: \$1,500.00

Shipping & Handling:

Total Cost: \$90,417.00**Justification:**

These trucks are used in the daily operations and maintenance of the City sewer system and emergency response. They are replacing VCN#19074, 19508, 21190 due to mileage and repairs. State Contract #4400022488

Attachment: Quote (6148 : Three 2020 Ford Rangers)

Vic Bailey Ford		9.a	
David Vetter 864.585.3600 or 800.922.1365			
PU-1G: 2020 FORD RANGER EXTENDED CAB 4x2			
Contract #: 4400022488			
Standard Equipment Included - Ford Ranger:			
2.3L EcoBoost Engine	Power Steering		
Automatic Transmission	Power Brakes		
A/C	Cruise Control		
AM/ FM Radio	Vinyl Bench Seat		
Heavy Duty Rubber Floor	6' Pick-Up Body - Extended Cab Models		
Power Windows and Door Locks	5' Pick-Up Body - Crew Cab Models		
SC STATE CONTRACT PRICE:		\$22,253.00	
Ranger 4x4		\$4,765.00	
Crew Cab Model Upgrade		\$1,369.00	
Securable Folding Bed Cover		\$752.00	
IMF		\$500.00	
TOTAL SC STATE CONTRACT PRICE:		\$29,639.00	
TOTAL SC STATE CONTRACT PRICE 3-EACH:		\$88,917.00	
Additional Available Factory Installed Options:			
XLT Upgrade		To be Provided	
X73 Limited Slip Rear Axle		\$435.00	
Delete Cruise Control (Not Available w/ 101A Trim Package)		-\$191.00	
Delete Power Windows and Door Locks (Not Available w/ 101A Trim Package)		-\$288.00	
53R Trailer Tow Package		\$512.00	
76H XL Chrome Package - Includes 17" Silver Painted Aluminum Wheels		\$374.00	
76F STX Appearance Package - Requires 101A PEP Package Upgrade		\$1,029.00	
914 FX4 Off-Road Package (4x4 Only - Requires 101A Pkg Upgrade and STX Appearance Pkg)		\$1,339.00	
912 FX2 Off-Road Package (4x2 Only - Requires 101A Pkg Upgrade and STX Appearance Pkg)		\$615.00	
67G Ford Co-Pilot360 (Requires 101A PEP Package Upgrade)		\$647.00	
87A 2nd Row Seat		\$249.00	
18Y Factory Installed Rectangular Tube Steps (Black)		\$657.00	
16E Carpeted Floor Covering		\$150.00	
17C Floor Liners - Tray Style (Requires Carpeted Floor Covering)		\$167.00	
63C SecuriCode Keyless-Entry Keypad		\$98.00	
17B Splash Guards		\$135.00	
64Y 17" Silver Painted Aluminum Wheels (4x2 Models Only) - Includes P255/65R17 A/S BSW Tires		\$450.00	
TEW LT265/65R17 All Terrain Outline White Letter Tires (Requires 64Y-17" Silver Painted Aluminum Wheels)		\$181.00	
43D Manual Sliding Rear window w/ Privacy Glass and Rear Window Defroster		\$234.00	
58E SYNC (Handsfree Voice Communication)		\$900.00	
60H Back Up Alarm		\$145.00	
Rear View Camera		Included	
53N Rear View Camera Kit for Pickup Box Delete Models		\$378.00	
41H Engine Block Heater		\$83.00	
94B Pickup Box Extender		\$305.00	
86Q Bed Utility Super Value Package		\$409.00	
Seating Options - All Models:			
SH Vinyl Front Bucket Seats		Included	
QH Cloth Front Bucket Seats		\$1.00	
Available Aftermarket Installed Options:			
Bedliner (Drop-In)		\$229.00	
Bedliner (Spray-In)			
Bed Mat			

2" Ball, Receiver Tube and Pin for Frame Mounted Hitch				\$	9.a
Adrian Sinlge Lid Cross Box				\$	
4-Corner Flashing Strobe System (LED Lights)				\$595.00	
LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes				\$995.00	
FMVSS Safety Kit (Fire Ext., Triange and First Aid Kit)				\$95.00	
Privacy Glass				\$128.00	

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpemmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 2
 Date: 11/1/2019

PU-1G: Gasoline, Compact Pickup, King/Extended Cab, 4x2 **w/4x4 Option**

<u>Contract Number:</u>	4400022488	<u>Contractor:</u>	Vic Bailey Ford, Inc.
<u>Initial Contract Term:</u>	11/1/2019 - 10/31/2020	<u>Address:</u>	PO Box 3568 Spartanburg, SC 29304
<u>Contract Rollover Dates:</u>	TBD - TBD	<u>Vendor #:</u>	7000079092
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	David Vetter
<u>Model:</u>	Ford Ranger R1E	<u>Email:</u>	dvetter@vicbaileyauto.com
<u>Commodity Code:</u>	07202	<u>Telephone:</u>	864-585-3600
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	864-594-6802

BASE PRICE **\$22,253.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4x2 to 4x4 (State Standard Spec)	\$4,765.00
Auxiliary Power Connection (Standard State Spec)	\$160.00
Auxiliary Power Outlet	Standard
Bedliner - Spray-In	\$450.00
Bluetooth/Hands Free Calling	Standard
From Extended Cab to Crew Cab	\$1,369.00
Privacy Glass (State Standard Spec)	\$128.00
Securable Folding Bedcover	\$752.00

Optional Deductions

Vehicle Delivery Fee	\$20.00
Power Locks & Windows to Manual	\$288.00

Delivery Information

Distance from Dealership to SFM Delivery Point	10
Delivery price per mile in excess of the miles above	\$2.00

[Return to Index](#)

Packet Pg. 92

Attachment: State Contract# 4400022488 (6148 : Three 2020 Ford Rangers)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Two (2) Western Star Dump Trucks and Extended Warranty for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center Inc., using the SC State Contract in the amount of \$321,322.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R206209

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance- Auto, Trucks Heavy Equipment-Capital (5516205-658500). The original budget amount is \$321,322.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Enhancing Columbia's Neighborhoods

We respectfully request Council's approval for this purchase using the State Contract# 4400022510 and 4400019822 Vendor, Shealy's Truck Center Inc. at the following cost plus state vehicle tax.

2 Dump Trucks and Extended Warranty	
Base Price & Warranty	\$336,758.00
Credit for snow plow equipment	(\$ 16,436.00)
SC State Vehicle Tax	\$ 1,000.00
PO Total	\$321,322.00

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

ATTACHMENTS:

- R206209_Quote (PDF)

- State Contract_4400019822_Western Star Dump Body (PDF)
- State Contract# 4400022510_Cab Chassis (PDF)

Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

State Contract #4400022570 (chassis)
State Contract #4400019822 (dump body)

QUOTATION

WESTERN STAR 4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK	110 INCH BBC STEEL CONVENTIONAL CAB
DETROIT DD13 12.8L 380 HP @ 1625 RPM, 1900 GOV RPM, 1450 LB/FT @ 975 RPM	5275MM (208 INCH) WHEELBASE
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE	1600MM (63 INCH) REAR FRAME OVERHANG
TUFTRAC 46,000# REAR SPRING SUSPENSION	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	HENDRICKSON SC13/SCO13 13,200# FF1 STEERABLE 15X4 BRAKE INTEGRAL PUSHER AXLE
20,000# TAPERLEAF FRONT SUSPENSION	

	TOTAL # OF UNITS (2)	PER UNIT	TOTAL
VEHICLE PRICE	\$	159,440	\$ 318,880
EXTENDED WARRANTY	\$	1,566	\$ 3,132
DEALER INSTALLED OPTIONS	\$	0	\$ 0
CUSTOMER PRICE BEFORE TAX	\$	161,006	\$ 322,012

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(345)	\$ (691)
TAXES AND FEES	\$	0	\$ 0
OTHER CHARGES	\$	0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$ (0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	160,661	\$	321,321
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
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 1340 BLUFF RD.
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 Phone: 803-771-0176

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-23T	WESTERN STAR 4700 PRL-23T (EFF:01/21/20)			STD
Data Version				
DRL-027	SPECPRO21 DATA RELEASE VER 027			N/C
Vehicle Configuration				
001-451	WESTERN STAR 4700 SET-BACK FRONT AXLE CHASSIS	9,215	6,480	\$192,085.00
004-221	2021 MODEL YEAR SPECIFIED			
002-004	SET BACK AXLE - TRUCK			STD
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10	STD \$615.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C STD
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			N/C STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD STD
995-1A5	WESTERN STAR VOCATIONAL WARRANTY			
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			STD
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 13000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 79000.0 lbs			

Attachment: R206209_Quote (6122 : Two Western Star Dump Trucks and Extended Warranty)



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

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Attachment: R206209_Quote (6122 : Two Western Star Dump Trucks and Extended Warranty)

Data Code	Description	Weight Front	Weight Rear	Retail Price
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			
Truck Service				
AA3-004	END DUMP BODY			STD
Engine				
101-2X3	DETROIT DD13 12.8L 380 HP @ 1625 RPM, 1900 GOV RPM, 1450 LB/FT @ 975 RPM			(\$100.00)
Electronic Parameters				
79A-065	65 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79G-012	15 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE			N/C
79K-008	PTO MODE ENGINE RPM LIMIT - 1150 RPM			N/C
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED			N/C
79P-001	PTO RPM WITH CRUISE SET SWITCH - 600 RPM			N/C
79Q-001	PTO RPM WITH CRUISE RESUME SWITCH - 600 RPM			N/C
79T-001	PTO MODE RPM INCREMENT - 25 RPM			N/C
79W-001	ONE REMOTE PTO SPEED			N/C
79X-005	PTO SPEED 1 SETTING - 900 RPM			N/C
80D-001	SOFT CRUISE CONTROL ENABLED			N/C
80G-001	PTO MINIMUM RPM - 600			N/C
80K-001	TEMPERATURE OVERRIDE BELOW 20 DEGREES AND ABOVE 70 DEGREES AMBIENT TEMPERATURE			N/C
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE			N/C
Engine Equipment				
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			STD
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)			\$106.00
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-107	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND PASSIVE PRECLEANER			\$551.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	-10		(\$188.00)
290-017	BATTERY BOX FRAME MOUNTED	35		\$63.00
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			N/C
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			N/C
293-072	POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH	8		\$157.00
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$102.00
306-019	LOW VOLTAGE BATTERY DISCONNECT AT 12.3 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM			STD
107-044	BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-002	JACOBS COMPRESSION BRAKE			STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			STD
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH			N/C
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			STD
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			STD
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			STD

Attachment: R206209_Quote (6122 : Two Western Star Dump Trucks and Extended Warranty)



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 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
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 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE			\$285.00
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			\$10.00
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR			STD
118-001	FULL FLOW OIL FILTER			STD
266-057	1500 SQUARE INCH ALUMINUM RADIATOR			STD
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER			STD
166-998	NO OIL PREHEATER			STD
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			(\$73.00) STD
134-001	ALUMINUM FLYWHEEL HOUSING			STD
155-075	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH			STD

Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			STD
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			STD
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$125.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			STD
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1AC	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	60		\$1,866.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-014	MERITOR STEELLITE X30 FRONT BRAKE DRUMS	-40		\$185.00
427-001	FRONT BRAKE DUST SHIELDS	5		\$87.00
409-006	FRONT OIL SEALS			STD

Application Version 11.2.313
 Data Version PRL-23T.027
 4th unit City of Columbia 2020



08/05/2020 9:44 AM

Page 6 of 19

Attachment: R206209_Quote (6122 : Two Western Star Dump Trucks and Extended Warranty)

Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
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 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS			\$58.00
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-003	SYNTHETIC 40/50W FRONT AXLE LUBE			STD
Front Suspension				
620-025	20,000# TAPERLEAF FRONT SUSPENSION	-60		\$880.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			N/C
410-001	FRONT SHOCK ABSORBERS			N/C
Rear Axle and Equipment				
420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		500	\$4,441.00
421-489	4.89 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40	\$519.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,317.00
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE			\$36.00
87A-006	INDICATOR LIGHT AND BUZZER FOR EACH INTERAXLE LOCKOUT SWITCH			\$30.00
87B-009	INDICATOR LIGHT AND BUZZER FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH			\$28.00
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$276.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C



Prepared for:
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 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
451-014	MERITOR STEELLITE X30 REAR BRAKE DRUMS		-80	\$442.00
425-002	REAR BRAKE DUST SHIELDS		10	\$235.00
440-006	REAR OIL SEALS			STD
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			\$51.00
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$94.00
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			N/C
Rear Suspension				
622-286	TUFTRAC 46,000# REAR SPRING SUSPENSION		490	\$3,518.00
621-055	TUFTRAC STANDARD RIDE HEIGHT			N/C
431-003	AXLE CLAMPING GROUP			N/C
624-028	56 INCH AXLE SPACING			N/C
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS			N/C
439-001	REAR SHOCK ABSORBERS - ONE AXLE			N/C
Pusher / Tag Equipment				
035-1A0	HENDRICKSON SC13 COMPOSILITE 13,200# AIR LIFT STEERABLE PUSHER SUSPENSION, 15X4 BRAKES AND FF1 AXLE	465	860	\$8,470.00
443-1C9	HENDRICKSON SC13/SCO13 13,200# FF1 STEERABLE 15X4 BRAKE INTEGRAL PUSHER AXLE			N/C
874-015	(1) DASH VALVE AND (1) GAUGE FOR SINGLE LIFT AXLE			N/C
87F-005	REVERSE LIFT AXLE WIRING WITH LAST STATE RETENTION WITH IGNITION OFF			N/C
896-014	(1)REGULATOR MOUNTED ON CHASSIS FOR SINGLE LIFT AXLE			N/C
456-1AE	HENDRICKSON 15X4 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING			N/C
448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS			N/C
442-016	PUSHER/TAG OIL SEALS			N/C
444-001	VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			N/C
445-075	HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS			N/C
458-003	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS			N/C
626-1E0	HENDRICKSON SC13 COMPOSILITE 13,200# STEERABLE AIR LIFT PUSHER SUSPENSION			N/C

Attachment: R206209_Quote (6122 : Two Western Star Dump Trucks and Extended Warranty)



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
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 Phone: 803-771-0176

Attachment: R206209_Quote (6122 : Two Western Star Dump Trucks and Extended Warranty)

Data Code	Description	Weight Front	Weight Rear	Retail Price
627-005	51 INCH AXLE SPACING PUSHER/TAG			N/C
Brake System				
490-100	WABCO 4S/4M ABS			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
432-014	(2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG			N/C
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-015	AIR DRYER FRAME MOUNTED			STD
460-093	STEEL AIR BRAKE RESERVOIRS; CUSTOMER ACCEPTS TANKS MOUNTED PERPENDICULAR TO RAIL	20	20	\$137.00
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections				
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			N/C
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
Wheelbase & Frame				
545-527	5275MM (208 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	360	-130	\$513.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	153	374	\$1,005.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 144.37 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.37 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 300.79			
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 42.58 in			
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 39.4 in			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 43.84 in			
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 41.29 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 6.93 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 146.98 in			N/C
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 144.69 in			
553-001	SQUARE END OF FRAME			
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER			N/C
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER			STD

Chassis Equipment

556-1E7	14 INCH PAINTED STEEL SEVERE DUTY BUMPER	130	-15	\$322.00
558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	25		\$128.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE			STD

Fuel Tanks

204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10		\$171.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
221-008	FUEL COOLER MOUNTED LEFT HAND IN RAIL			\$338.00

Application Version 11.2.313
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 4th unit City of Columbia 2020



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Data Code	Description	Weight Front	Weight Rear	Retail Price
Tires				
093-1VM	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	50		\$286.00
094-0GK	MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES		152	(\$152.00)
095-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL PUSHER/TAG TIRES		-34	\$1,128.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
449-060	CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS			N/C
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		STD
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104	STD
509-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC PUSHER/TAG WHEELS		26	\$390.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
498-019	ALLIGATOR/V2B DUAL SEAL INFLATOR CAPS, FRONT AND REAR			\$37.00
Cab Exterior				
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB			STD
82A-023	WESTERN STAR PAINTED ALUMINUM CAB SKIRT			STD
650-044	AIR CAB MOUNTS WITH CHECK VALVE			STD
705-059	RACEWAY WITHOUT MISCELLANEOUS CUSTOM CAB REQUIREMENTS			\$95.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-001	FRONT FENDERS			STD
754-001	2 INCH FENDER EXTENSIONS			STD
678-034	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST	5		\$147.00
646-008	STATIONARY BRIGHT FINISH GRILLE			STD
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			STD
640-008	GALVANEALD STEEL SEVERE SERVICE CAB			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
644-004	FIBERGLASS HOOD			STD
690-002	TUNNEL/FIREWALL LINER			\$37.00
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS			STD
726-001	SINGLE ELECTRIC HORN			STD
728-002	DUAL HORN SHIELDS			STD
657-1B9	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER D386			\$43.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-031	SINGLE RECTANGULAR H4 HALOGEN HEADLIGHTS WITH BRIGHT BEZELS			STD
302-022	LED MARKER LAMPS			\$91.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-008	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS			\$46.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AC	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS			STD
74A-001	RH DOWN VIEW MIRROR			STD
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN SHIELDING			N/C
764-001	FIBERGLASS EXTERIOR SUN VISOR	24		\$274.00
768-046	17.5X35 INCH TINTED REAR WINDOW			STD
661-006	TINTED DOOR GLASS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-002	2-PIECE ROPED-IN WINDSHIELD GASKET MOUNTED			STD
659-026	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL			STD

Cab Interior

707-1D0	GRAY VINYL BASE INTERIOR			STD
70K-005	BLACK HARD TRIM			STD
706-049	BASE LEFT HAND DOOR TRIM			STD
708-049	BASE RIGHT HAND DOOR TRIM			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
697-012	14"X7.75" DOCUMENT POUCH MOUNTED ON BACK WALL BETWEEN SEATS			\$33.00
693-025	LH AND RH DOOR MAP POCKETS			STD
741-015	(2) COAT HOOKS ON BACKWALL OF CAB			STD
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH			STD
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER			STD
720-034	2-1/2 LB. FIRE EXTINGUISHER WITH B AND C RATINGS ONLY	5		\$35.00
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER			STD
701-016	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY			\$4.00
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
702-002	BINARY CONTROL, R-134A			STD
739-001	CAB INSULATION			STD
285-033	AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES			STD
324-075	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10		\$24.00
756-1DD	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT			STD
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT			(\$444.00)
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		\$142.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER			STD
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER			STD
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			(\$76.00)
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
185-002	NON-ADJUSTABLE SUSPENDED PEDALS			STD
106-002	ELECTRONIC ACCELERATOR CONTROL			STD
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS			STD
732-053	BLACK VINYL DRIVER INSTRUMENT PANEL			STD
734-021	BLACK VINYL CENTER INSTRUMENT PANEL			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			STD
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-041	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
845-011	FUEL FILTER RESTRICTION INDICATOR			STD
148-085	EMISSIONS LIMITED IDLE ADJUST			STD
44Y-001	CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS			\$99.00
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	10		\$117.00
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-114	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10		\$290.00
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO			N/C
750-004	(4) RADIO SPEAKERS IN CAB			N/C
753-019	AM/FM ANTENNA MOUNTED ON RH FRONT A- PILLAR	2		\$32.00
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE			STD
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			STD
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM			STD
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1B4	VT-HU CONNECTIVITY PLATFORM HARDWARE			STD
8D1-002	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS)FOR VT-HU CONNECTIVITY PLATFORM			STD
162-020	IDLE SHUTDOWN OVERRIDE, DDEC 5/6 AMBIENT AIR TEMPERATURE SENSOR			STD
329-002	TWO EXTRA SWITCHES IN DASH			\$123.00
4C1-022	HARDWIRE SWITCH #1,ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO BACK OF CAB			N/C
4C2-002	HARDWIRE SWITCH #2,ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO CUSTOMER INTERFACE CONNECTOR			N/C
482-001	BW TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-043	CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH WITH HEADLIGHT/MARKER LIGHT INTERRUPTER SWITCHES ON STEERING WHEEL			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C
299-040	MANUAL TURN SIGNAL SWITCH, HEADLAMP HIGH/LOW AND FLASH, WASH/WIPE/INTERMITTENT			STD
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
96E-972	POWDER WHITE (N0006EA) PUSHER/TAG WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			N/C
964-993	BUMPER PAINTED SAME AS CHASSIS			STD
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A			N/C
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY			N/C
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE			N/C
Raw Performance Data				
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.37 in			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 144.69 in			
Sales Programs				
NO SALES PROGRAMS HAVE BEEN SELECTED				

TOTAL VEHICLE SUMMARY

Adjusted List Price

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 4th unit City of Columbia 2020



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Adjusted List Price ** \$221,686.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10708 lbs	8837 lbs	19545 lbs
Total Weight ⁺	10708 lbs	8837 lbs	19545 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

RD1-002	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS)FOR VT-HU CONNECTIVITY PLATFORM	N/C
P73-2WS	STANDARD DESTINATION CHARGE	\$2,200.00

Extended Warranty

WAD-062	COOLING: HD MODERATE 5 YEARS/200,000 MILES/322,000 KM EXTENDED COVERAGE FEX APPLIES	\$630.00
WAK-140	ALLISON 4500 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX	\$936.00

Currency Exchange Rate	1.0000
Total Extended Warranty (Local Currency)	\$1,566.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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 4th unit City of Columbia 2020



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SPEC'D ALTERNATIVES

SCDOT Contract #4400022510 79K GVWR Western Star 4700SB

Awarded bid price-----	\$136,404.00
SCDOT Contract #4400019822 R/S Godwin 16' dump body-----	\$ 31,975.00
Credit for snow plow equipment not required on this unit-----	(\$ 8,218.00)
Total delivered price to City of Columbia, SC-----	\$160,161.00 each
Total delivered price for 2 units-----	\$320,322.00
Add \$500.00 SC IMF fee (sales tax) per unit.	

Attachment: R206209_Quote (6122 : Two Western Star Dump Trucks and Extended Warranty)



Custom Quotation For:

LEE TRANSPORT EQUIPMENT INC.

P.O. BOX 26, 1300 BLUFF R.D.

COLUMBIA, SOUTH CAROLINA 29202

PHONE# 803-799-7860 FAX 803-765-0535

TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

David Knoche

10.a

Quote # GS-03252020-C

Date: 3/25/2020

Phone #

Fax#

PRICING:

(South Carolina State Contract for Dump Bodies Number #4400019822)

Furnish and install R&S Godwin 16' Dump Body to City of Columbia Specifications to Include:

1/4" AR-450 Hardox floor, 3/16" AR-450 sides and tailgate with 3/16" high tensile front.

(R&S Godwin Dump model CS16048, 16' long X 48" high sides)

24" Cab shield with wind deflector

2"X 8" Steel side boards installed and painted blue.

3-Panel standard straight, air tailgate.

Asphalt apron bolt on style with 30 degree angle.

Mountain Tarp, electric tarp system with bent arms and asphalt tarp installed with tensioner.

4- Corner LED strobe light system installed in rear corner post of body and in truck grill.

EZ Step access installed on curb side with 3-inside steps inside of the body.

Anti spray mud flaps installed on rear of body and in front of drop axle.

Hyva Hoist system installed with hoist stabilizer to City of Columbia specifications.

PH-90 Pintle Hitch set at 26" height, electric brake controller, 7-way plug and back up alarm.

Custom console installed to City of Columbia specifications.

Central grease line system installed (street side rear of body).

FMVSS Safety kit shipped loose.

Painted customer specified color (City of Columbia Blue).

\$ 31,975.00

Note: There is no air lift axle priced on this quote.

Note: Dump body and equipment completely installed to City of Columbia specifications.

Price good for 30 days.

Tax not included.

Insurance: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: Tandem Chassis C/T 136" Paint:

Other Data:

Price: \$ 31,975.00

Special Discount: \$ -

Net Price: \$ 31,975.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 31,975.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers

Attachment: R206209 Quote (6122 : Two Western Star Dump Trucks and Extended Warranty)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.s.gov
 Phone: 803-737-9816

Materials Management Office
 1201 Main St., Ste 600
 Columbia, SC 29201

Page: 12
 Date: 11/01/2018

Lot 4—Slope Front Bodies

CONTRACT NUMBER: 4400019822

TERMS: Net 30 Days
DELIVERY: 30 Days ARO

Slope Front Dump Body, 6.5 Cubic Yard

		Unit Price
Body, Slope Front Dump, 6.5 Cubic Yard		\$14,800.00
Vendor Product Number	442065	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$3,265.00
ELECTRIC DRIVE TARP ASSEMBLY (DONOVAN MODEL 7000ELD)	Add:	\$1,188.00
ELECTRIC DRIVE TARP ASSEMBLY (DONOVAN MODEL 7000ELD) WITH INSTALLATION	Add:	\$1,698.00
CRANK TARP ASSEMBLY (ONLY)	Add:	\$810.00
CRANK TARP ASSEMBLY WITH INSTALLATION	Add:	\$1,238.00
3 STEP "EZ-STEP" (ONLY)	Add:	\$185.00
3 STEP "EZ-STEP" WITH INSTALLATION	Add:	\$225.00
ASPHALT SPREADER APRON WITH INSTALLATION	Add:	\$325.00
TOOL BOX, UNDER BODY, 36" X 18" X 18", WITH INSTALLATION	Add:	\$495.00
SLOPING REAR TAILGATE	Add:	\$200.00
BARNDOR REAR SWING GATE CURB SIDE	Add:	\$1,215.00
DEDUCT - CABLE SHIFT P.T.O. IN-LIEU-OF AIR SHIFT	Deduct:	\$675.00

Slope Front Dump Body, 12 Cubic Yard

		Unit Price
Body, Slope Front Dump, 12 Cubic Yard		\$16,227.00
Vendor Product Number	448274	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$3,265.00
ELECTRIC DRIVE TARP ASSEMBLY (DONOVAN MODEL 7000ELD)	Add:	\$1,302.00

Attachment: State Contract_4400019822_Western Star Dump Body (6122 : Two Western Star Dump Trucks and Extended Warranty)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.s.gov
 Phone: 803-737-9816

Materials Management Office
 1201 Main St., Ste 600
 Columbia, SC 29201

Page: 13
 Date: 11/01/2018

ELECTRIC DRIVE TARP ASSEMBLY (DONOVAN MODEL 7000ELD) WITH INSTALLATION	Add:	\$1,818.00
CRANK TARP ASSEMBLY	Add:	\$810.00
CRANK TARP ASSEMBLY WITH INSTALLATION	Add:	\$1,238.00
3 STEP "EZ-STEP"	Add:	\$185.00
3 STEP "EZ-STEP" WITH INSTALLATION	Add:	\$225.00
ASPHALT SPREADER APRON WITH INSTALLATION	Add:	\$325.00
TOOL BOX, UNDER BODY, 36" X 18" X 18", WITH INSTALLATION	Add:	\$495.00
SLOPING REAR TAILGATE	Add:	\$200.00
BARNDORR REAR SWING GATE CURB SIDE	Add:	\$1,215.00
DEDUCT - CABLE SHIFT P.T.O. IN-LIEU-OF AIR SHIFT	Deduct:	\$675.00

Slope Front Dump Body, 12 Cubic Yard

		Unit Price
Body, Slope Front Dump, 16 Cubic Yard		\$18,646.00
Vendor Product Number	442096	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$3,265.00
ELECTRIC DRIVE TARP ASSEMBLY (DONOVAN MODEL 7000ELD)	Add:	\$1,485.00
ELECTRIC DRIVE TARP ASSEMBLY (DONOVAN MODEL 7000ELD) WITH INSTALLATION	Add:	\$1,985.00
CRANK TARP ASSEMBLY (ONLY)	Add:	\$810.00
CRANK TARP ASSEMBLY WITH INSTALLATION	Add:	\$1,238.00
3 STEP "EZ-STEP" (ONLY)	Add:	\$185.00
3 STEP "EZ-STEP" WITH INSTALLATION	Add:	\$225.00
ASPHALT SPREADER APRON WITH INSTALLATION	Add:	\$325.00
TOOL BOX, UNDER BODY, 36" X 18" X 18", WITH INSTALLATION	Add:	\$495.00
SLOPING REAR TAILGATE	Add:	\$200.00
BARNDORR REAR SWING GATE CURB SIDE	Add:	\$1,215.00
DEDUCT - CABLE SHIFT P.T.O. IN-LIEU-OF AIR SHIFT	Deduct:	\$675.00

Michael Speakmon, Procurement Manager
 Phone: (803)737-9816
 Email: mspeakmon@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 10
 Date: 11/1/2019

CC-9: Cab/Chassis, 79,000 GVWR, Dump Truck (Diesel)

Contract Number: **4400022510**

Contractor: **Shealys Incorporated**

Initial Contract Term: 11/1/2019 - 10/31/2020

Address: 1340 Bluff Road, Columbia SC 29201

Contract Rollover Dates: TBD - TBD

Vendor #: 7000266055

Order Cutoff Date: TBD

Contact: **Steve Gardner**

Model: **Western Star 4700 SB**

Email: sgardner@shealytruck.com

Commodity Code: 07210

Telephone: **803-771-0176**

Delivery Days ARO: 90

Fax: **803-771-4879**

BASE PRICE \$136,404.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Body Installation Fee	Standard
Factory Installed PTO-Front	\$2,145.00
Factory Installed PTO-Left	\$1,485.00
Operator Training	\$100.00
Repair Technician Training	\$100.00
Snow Plow Prep Package	\$795.00

Optional Deductions

Vehicle Delivery Fee	\$50.00
----------------------	---------

Delivery Information

Distance from Dealership to SFM Delivery Point	1
Delivery price per mile in excess of the miles above	\$3.00

[Return to Index](#)

Attachment: State Contract# 4400022510_Cab Chassis (6122 : Two Western Star Dump Trucks and Extended Warranty)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a Sewer Cleaning Truck for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Jet Vac Equipment Company, using the Sourcewell Cooperative Contract in the amount of \$412,957.31. This vendor is located in Sumter, SC.

REQUISITION NO.: R205663

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance- Auto, Trucks Heavy-Equipment Capital (5516205-658500). The original budget amount is \$412,957.31.

CLEAN WATER 2020?: No

FOCUS AREAS: Enhancing Columbia's Neighborhoods

We respectfully request Council's approval for this purchase using the Sourcewell Contract #122017-SCA Vendor, Jet Vac Equipment Company, at the following cost plus state vehicle tax.

Sewer Cleaning Truck	
Base Price	\$412,457.31
SC State Vehicle Tax	\$ 500.00
PO Total	\$412,957.31

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:

- Quote (PDF)
- Sourcewell Contract# 122017-SCA (PDF)

**Department of Utilities & Engineering
Wastewater Division (UEWW)**

Date: July 6, 2020

Priority: _____

Requestor: Jason Manchee

Requisition # _____

Approval: *Jason W. Manchee* 7-6-2020

P.O. # _____

Cost Account Number: 658300

Type of Request
click all that apply

Qty	Unit	Price	Totals	Complete Description
1	Each	\$ 304,423.00	\$ 304,423.00	900-ECO 12 yard truck mounted Combination Sewer Sourcewell Contract
1	Each	\$ 114,807.00	\$ 114,807.00	Western Star 370HP tandem axle Chassis

Vendor: Jet VacContact: John SuttonPhone: 803-494-4430

Fax: _____

End User: Wastewater Maintenance

Subtotal: \$419,230.00

Sales Tax: \$500.00

Shipping & Handling: \$2,360.00

Total Cost: \$422,090.00**Justification:**

New sewer vac truck for cleaning and maintaining City of Columbia sewer lines. Truck is used for responding to sewer emergencies and the clean up of Sanitary Sewer Spills. This truck will be replacing truck 21958 which is a 2010 with 95784 miles. Sourcewell contract #122017-sca

Attachment: Quote (6114 : Sewer Cleaning Truck)



Sumter, SC
Atlanta, GA
Oliver Springs, TN

803-494-4430
470-867-8535
865-806-7071

ESTIMATE

Date	Estimate #
6/29/2020	Q2020-1835

PLEASE VERIFY SHIP TO ADDRESS

Attn: Jason L. Manchee
Columbia Water
Wastewater Management Division
Columbia, SC 29217

Phone 803-545-3913 Jody Off Fax 803-988-8076

Name / Address

City of Columbia
Attn: Accounting Dept.
PO Box 147
Columbia, SC 29217

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

- * Training and Demonstrations held at our location or yours.
- * World-class service and repair from our trained technicians.
- * Tried and True Products that stand the test of time.
- * On-site service and repair is available.
- * Extensive inventory to fill your needs faster.
- * Classes and seminars held throughout the year.

Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
Sourcewell Contract #122017-SCA					
900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner to include:	1	304,423.00	304,423.00T		
4400 CFM Blower					
8" Vacuum Hose system					
18" Hg vacuum rating					
Dual Cyclone Separator					
Dual Element 10 Micron Final Filter					
Remote Vacuum Relief					
Variable Volume Delivery					
Analog Vacuum Display					
(6) Tube / Tube Rack					
Telescoping Boom System					
Telescoping Reach 17' 2" to 27' 2"					
Hydraulic Powered Boom					
180° Working Radius					
Boom Joystick Control					
12 Cubic Yard Capacity					
Exten Steel Construction					
Debris Level Indicator					
Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER)					
Dual Ported Rear Door w/ Knife Valve					
Dump Height 60"					
Hydraulic Open/Close/Lock Door					

This Estimate may not include applicable freight charges unless specified

Subtotal

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total

FINANCING AVAILABLE



Sumter, SC
Atlanta, GA
Oliver Springs, TN

803-494-4430
470-867-8535
865-806-7071

ESTIMATE

Date	Estimate #
6/29/2020	Q2020-1835

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Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
1300 Gallon Capacity Water Tank Giant Plunger Style Triplex 65 gpm @ 2000 PSI w/ 30 Min Run Dry Black Duraprolene™ Water Tank Construction w/10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches 1) Alum Toolbox 24"x42"x100" - Behind Cab 2) Alum Toolbox 18"x18"x30" - Passenger 2) Alum Toolbox 18"x18"x24" - Rear 1) Alum Long Handle Storage LED D.O.T. Approved Lighting Tow Hooks Front Mounted Telescoping & Rotating 800' x1" Hose Capacity 10' Leader Hose					

This Estimate may not include applicable freight charges unless specified

Subtotal

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total

FINANCING AVAILABLE



5746 Broad Street
Sumter, SC 29154

Sumter, SC
Atlanta, GA
Oliver Springs, TN

803-494-4430
470-867-8535
865-806-7071

ESTIMATE

Date	Estimate #
6/29/2020	Q2020-1835

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Columbia, SC 29217

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Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
Single Side Controls					
3) 8" x 6' Extension Tube					
1) 8" X 4' Extension Tube					
1) 8" x 6' Crowned Suction Nozzle					
1) 6" x 10' Flat Discharge Hose					
6) Quick Clamps					
BB Hose Guide					
Tri-Star (chisel point) nozzle					
DD (high flow) nozzle					
Finned Nozzle extension					
Nozzle Rack Mtd midship toolbox					
25' Fill Hose					
Upstream Pulley Guide					
Washdown gun w/ 50' ext. hose					
Cleaner, Tip, Torch, Small					
1) Hydrant Wrench					
1) Paper Owner's Manual					
AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION					
FOOTAGE METER mtd on jet hose reel					
TRIPLEX PLUNGER STYLE GIANT WATER PUMP					
RATED AT 80 GPM @ 2000 PSI (includes drain valves)					
WATER TANK LOW LEVEL AUDIBLE ALARM					
FILL HOSE STORAGE RACK					

This Estimate may not include applicable freight charges unless specified

Subtotal

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total

FINANCING AVAILABLE



Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-806-7071

ESTIMATE

Date	Estimate #
6/29/2020	Q2020-1835

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- * Classes and seminars held throughout the year.

Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose) 2" Y-STRAINER ON INLET FILL SYSTEM CENTRAL WASHDOWN SYSTEM ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX - (mtd passenger side rail) BUMPER MOUNTED ALUMINUM TOOL BOX 1) 10"x12"x22" (mounted driver side front bumper) LONG HANDLED TOOL STORAGE 2) 4" TUBES & CABINET DEBRIS LIQUID LEVEL AUDIBLE ALARM DEBRIS BODY VIBRATOR SYSTEM (12v electric with switch near dump control area) DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box) ADDITIONAL 6" KNIFE VALVE ON REAR DOOR COMPLETE WITH INLET STRAINER DECANT SCREEN ON REAR DOOR PORT WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right,					

This Estimate may not include applicable freight charges unless specified

Subtotal

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total**FINANCING AVAILABLE**



Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-806-7071

ESTIMATE

Date	Estimate #
6/29/2020	Q2020-1835

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Columbia, SC 29217

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Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
boom extend/retract and module kill switch)					
ENHANCED VISIBILITY CAMERA SYSTEM (includes front & rear mtd camera heads with split screen monitor in cab)					
LED ARROW STICK					
LED MANHOLE AREA WORK LIGHT					
LED CURBSIDE BODY MOUNTED WORK LIGHT					
LED BOOM MOUNTED WORK LIGHTS (2) w/ limb guard					
LED REAR MOUNTED WORK LIGHTS (2): ABOVE REAR DOOR					
AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)					
6) 28" D.O.T. SAFETY CONES & HOLDER					
CENTRAL LUBRICATION SYSTEM					
USB OPERATORS MANUAL					
STROBE LIGHT PACKAGE TO INCLUDE: 2 FRONT BUMPER, 2 REAR BUMPER, 2 - ONE ON EACH SIDE OF UNIT					
MANHOLE PROTECTION RING					
Sourcewell 3% Discount		-9,132.69	-9,132.69		
Western Star 370 HP Tandem Axle Chassis	1	114,807.00	114,807.00		
Shipping & Handling	1	2,360.00	2,360.00		

This Estimate may not include applicable freight charges unless specified

Subtotal

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total**FINANCING AVAILABLE**



Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-806-7071

ESTIMATE

Date	Estimate #
6/29/2020	Q2020-1835

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Columbia, SC 29217

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Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
Beginning July 1, 2017, vehicles, trailers, semi-trailers and other items required to be registered with the SC DMV are exempt from the Max Tax Sales Tax and subject to the new Infrastructure Maintenance Fee instead. This fee is 5% of the gross sales price or \$500, whichever is less. This fee has NOT been collected for this sale, as it must be paid to SC DMV when the vehicle is registered.		0.00	0.00		
Sales Tax		0.00%	0.00		

This Estimate may not include applicable freight charges unless specified

Subtotal \$412,457.31

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total \$412,457.31

FINANCING AVAILABLE



Sewer Equipment

Sewer Cleaning & Hydro Excavating Equipment

#122017-SCA

Maturity Date: 02/20/2022

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 122017-SCA gives access to the following type of goods and services:

- Combination sewer cleaners
- Truck-mounted sewer jetters (open, enclosed, televising)
- Trailer-mounted sewer jetters (high pressure and high volume)
- Easement machines (jetaway)
- Rodding machines
- Bucket machines
- Truck-mounted & trailer-mounted vacuum excavators
- Catch basin cleaners
- Sewer cleaning nozzles
- Camera inspection vehicles and equipment

Attachment: Sourcewell Contract# 122017-SCA (6114 : Sewer Cleaning Truck)

- Air excavators
- Parts and accessories

Locate a dealer

Become a Member

Simply complete the [online application](#) or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)
[ezIQC Contracts](#)

Sourcewell’s website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization’s services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



Attachment: Sourcewell Contract# 122017-SCA (6114 : Sewer Cleaning Truck)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Magnesium Hydroxide for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Premier Magnesia, LLC, as a Sole Source in the amount of \$702,983.66. This vendor is located in Wayne, PA.

REQUISITION NO.: R205737

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800). The original budget amount is \$1,292,000.00.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval for this purchase using a Sole Source through December 31, 2020. Vendor, Premier Magnesia, LLC, at the following cost plus sales tax.

Magnesium Hydroxide and Equipment	
Base Price	\$640,110.80
Feeder Rental Fees	\$ 10,800.00
SC State Taxes	\$ 52,072.86
PO Total	\$702,983.66

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

ATTACHMENTS:

- 2 month extension letter (PDF)
- Fully Executed Sole Source (PDF)
- APPROVED - SSA_Premiere Magnesia LLC_R205557_R205781-20006200 (PDF)



July 2, 2020

Stephen Becker
Premier Magnesia, LLC
300 Barr Harbor Drive, Suite 250
West, PA 19428

RE: PO# (P178877 & P181727) Contract Extension for Magnesium Hydroxide - Thioguard and Rental Fees referencing a Sole Source.

Dear Stephen Becker,

The initial awarded term on the above referenced agreement expired on June 30, 2020. Due to current considerations and future obligations impacted by the COVID-19 pandemic, the City of Columbia, (hereinafter referred to as "City"), is respectfully requesting a two (2) month extension to the current term prior to considering additional extensions and/or annual renewals.

As a reminder, any contract extensions and/or purchase order modifications or renewals entered into by mutual agreement of the parties, shall also be subject to cancellation or termination provisions of the agreement without damages or further obligations when funds are not appropriated or otherwise made available to support the continuation of performance during any fiscal period.

This requested extension is also subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee.

Please annotate on the bottom of this letter, with your signature and date, if your company is in full agreement with this extension request through August 31, 2020 with all terms and conditions to remain the same during the extension period.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, July 3, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

Thanking you in advance for your prompt attention to this matter. If any questions, please do not hesitate to contact me at (803) 545- 4359.

Anita Higgins

Anita Higgins, Buyer

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

I agree to extend the current contract and purchase order #P178877 & #P181727 for two (2) additional months from July 1, 2020 to August 31, 2020. All other terms and conditions as outlined in Sole Source and all subsequent amendments/PO modifications are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No*

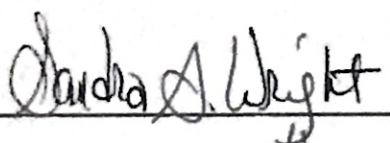
*Please provide a comment below for any "No" responses or any exceptions being submitted to the City for further consideration.

Authorized Agent for Premier Magnesia, LLC

<u>David Schumacher</u>	<u></u>
Printed Name of Authorized Company Representative	Signature/ Date 7/2/2020

Comments: _____

Recommended for approval by:

<u></u>	<u>07/02/2020</u>
Sandra A. Wright Purchasing Agent Signature	Date

Authorized Approver for the City of Columbia, SC:

_____	_____
Teresa B. Wilson City Manager Signature	Date

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

Attachment: 2 month extension letter (6102 : Magnesium Hydroxide and Equipment Sole Source Extension)

Requisition # R200510JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Matro- WWTP Division,
Wastewater Treatment Chemical Magnesium Hydroxide-- Thlpguard and Thloguard
Omega S technical grade Magnesium Hydroxide Slurry Products
 as a sole source procurement from Premier Magnesium, LLC.
 based upon the following justifications Premier Magnesium was the only company to
 respond to bid QPL 0021819- LTD.

This sole source is valid through June 30, 2020 Amount \$ 849,204.00

Utilities Department
 Signature of Department Head [Signature] Date 9.18.19
 Signature of Purchasing Agent [Signature] Date 10/2/19
 Signature of Finance Director [Signature] Date 10/4/2019
 Signature of Asst. City Manager [Signature] Date 10/08/19
 Signature of City Manager [Signature] Date 10-10-19

Form must be route in the order of the signatures

- Notes: (1) Enter Division Name
 (2) Enter description of goods or services to be produced
 (3) Enter name of sole source contractor
 (4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

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

Attachment: Fully Executed Sole Source (6102 : Magnesium Hydroxide and Equipment Sole Source Extension)

PREMIER

MAGNESIA, LLC

1275 Drummers Lane
 Suite 102
 Wayne, PA 19087
 Tel: (610) 628-6929
 Fax: (610) 628-6142
 Email: abecker@premiermagnesia.com

Friday, August 30, 2019

Mr Mike Foisy
 Asst. Plant Superintendent
 Columbia Metro WWTP
 1200 Simmon Tree Lane
 Columbia, SC 29217

Re: THIOGUARD® and THIOGUARD® Omega S technical grade magnesium hydroxide slurry products: Sole Source Contract for THIOGUARD®

Dear Mr. Foisy:

The following is a brief summary of the proprietary, patented and trade secret technology surrounding our THIOGUARD® and THIOGUARD® Omega S technical grade magnesium hydroxide slurry products. Premier invented this unique way to achieve superior alkalinity performance characteristics of high-quality magnesium hydroxide slurries with unique improvements to assist in many aspects of water treatment and resource recovery.

Innovative scientists and engineers with Premier were the first to discover and develop the controlled systemic application of reactive magnesium hydroxide in municipal wastewater systems. Trademarked THIOGUARD®, this discovery has since become the most trusted, widely used magnesia product to safely control hydrogen sulfide gas, organic odors, corrosion, total gas emissions, and FOG (fats, oils and grease) applied across the country.

More recently, Premier has developed practical and cost-effective new Intellectual property that helps our customers with a range of treatment strategies that measurably improve conveyance efficiency, reduce total gas emissions, reduce biosolids, enhance nutrient and energy recovery and better meet federal discharge standards, while minimizing the occurrence of struvite scale. Proper application of this emerging technology solves many of the most vexing problems facing wastewater professionals today.

Methods involving the use of magnesium hydroxide in municipal wastewater collection systems for total gas production and emission, FOG accumulation, and in wastewater processes for divalent Mg, alkalinity and struvite control are protected under one or more claims contained in the following patents owned by Premier:

United States Patent No. 9,845,258; Dated: December 19, 2017; Titled: Compositions and Methods for Treating Wastewater;

United States Patent No. 10,160,674; Dated: December 25, 2018; Titled: Improving Wastewater Pumping and Conveying Efficiency;

United States Patent No. 10,280,100; Dated: May 7, 2019; Titled: Compositions and Methods for Treating Wastewater; and

United States Patent No. 10,287,198; Dated: May 14, 2019; Titled: Compositions and Methods for Treating Wastewater.

Copies of the above patents are available online through the USPTO or upon request from Premier.

Premier has spent a great deal of effort, research, time, trial and error, as well as significant funds, in order to obtain the patent rights described above and to develop a product of the quality that our customers require. We believe the efforts expended to obtain such patents is indicative of the effort our Company will put forward to ensure the City of Columbia SC will receive a competitive, efficient and high-quality product that will produce superior results.

I hope that this helps in your understanding of Premier's patent position with respect to our THIOGUARD® family of magnesium hydroxide products, however, if you wish to discuss this letter or have any questions please do not hesitate to contact me or your Premier Sales Representative.

Best regards,

Stephen A. Becker
Vice President, General Counsel & Secretary
Premier Magnesia, LLC

cc: P. Ahi
M. Madolora

SOLE SOURCE AGREEMENT SALES, SERVICES AND RENTAL AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Premiere Magnesia LLC (hereinafter referred to as the "Seller"), for Seller to provide certain goods and related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and services described in Exhibit B, attached hereto. The description of goods and services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term of Agreement. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable. The maximum period of performance and delivery under the terms of this agreement shall not exceed December 31, 2020 unless an additional extension is granted and mutually agreed upon in writing by the parties.

3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Seven Hundred and Two Thousand, Nine Hundred and Eighty-Three dollars and 66/100 (\$702,983.66) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature

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

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the 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.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

☐ AUTOMOBILE LIABILITY INSURANCE: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

13. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

14. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

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

16. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: _____

Title: City Manager

Date: _____

Premiere Magnesia, LLC

By: _____

Witness

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

8/24/20

Requisition # R205557, R205780

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Metro-WWTP Division,
(1)

Wastewater Treatment Chemical Manesium Hydroxide-Thipguard and Thioguard Omega S technical grade
Magnesium Hydroxide Slurry Product. The requested amount below is for the period July 1, 2020 thru 12/31/2020.
(2)

It includes two feeder rental units.
as a sole source procurement from

Premier Magnesia, LLC
(3)

based upon the following justifications

Thioguard is a high-quality magnesium hydroxide slurry with unique
(4)

performance characteristics that provides superior supplemental alkalinity to both Train I and II.

Please see attached justification and supporting documentation for the purchase of magnesium and the rental
of the feeders that are required for this chemical.

This sole source is valid through December 31, 2020

Amount \$ 702,983.66

Utilities

Department

Signature of Department Head

08/21/2020

Date

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

Signature of Finance Director

Date

Signature of Purchasing Agent

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be produced
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition. Copy retained in Department's file. (Form 0101 COC Rev. 07/2018)

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

Attachment: APPROVED - SSA_Premiere Magnesia LLC_R205557_R205781-20006200 (6102 : Magnesium Hydroxide and Equipment Sole



1275 Drummers Lane
 Suite 102
 Wayne, PA 19087
 Tel: (610) 828-6929
 Fax: (610) 828-8142
 Email: sbecker@premiermagnesia.com

Thursday, July 2, 2020

Mr. Mike Foisy
 Asst. Plant Superintendent
 Columbia Metro WWTP
 1200 Simmon Tree Lane
 Columbia, SC 29217

Re: THIOGUARD® and THIOGUARD® Omega S technical grade magnesium hydroxide slurry products: Sole Source Contract for THIOGUARD®

Dear Mr. Foisy;

The following is a brief summary of the proprietary, patented and trade secret technology surrounding our THIOGUARD® and THIOGUARD® Omega S technical grade magnesium hydroxide slurry products. Premier invented this unique way to achieve superior alkalinity performance characteristics of high-quality magnesium hydroxide slurries with unique improvements to assist in many aspects of water treatment and resource recovery.

Innovative scientists and engineers with Premier were the first to discover and develop the controlled systemic application of reactive magnesium hydroxide in municipal wastewater systems. Trademarked THIOGUARD®, this discovery has since become the most trusted, widely used magnesia product to safely control hydrogen sulfide gas, organic odors, corrosion, total gas emissions, and FOG (fats, oils and grease) applied across the country.

More recently, Premier has developed practical and cost-effective new intellectual property that helps our customers with a range of treatment strategies that measurably improve conveyance efficiency, reduce total gas emissions, reduce biosolids, enhance nutrient and energy recovery and better meet federal discharge standards, while minimizing the occurrence of struvite scale. Proper application of this emerging technology solves many of the most vexing problems facing wastewater professionals today.

Methods involving the use of magnesium hydroxide in municipal wastewater collection systems for total gas production and emission, FOG accumulation, and in wastewater processes for divalent Mg, alkalinity and struvite control are protected under one or more claims contained in the following patents owned by Premier:

United States Patent No. 9,845,258; Dated: December 19, 2017; Titled: Compositions and Methods for Treating Wastewater;

United States Patent No. 10,160,674; Dated: December 25, 2018; Titled: Improving Wastewater Pumping and Conveying Efficiency;

United States Patent No.10,280,100; Dated: May 7, 2019; Titled: Compositions and Methods for Treating Wastewater; and

United States Patent No.10,287,198; Dated: May 14, 2019; Titled: Compositions and Methods for Treating Wastewater.

Copies of the above patents are available online through the USPTO or upon request from Premier.

Premier has spent a great deal of effort, research, time, trial and error, as well as significant funds, in order to obtain the patent rights described above and to develop a product of the quality that our customers require. We believe the efforts expended to obtain such patents is indicative of the effort our Company will put forward to ensure the City of Columbia SC will receive a competitive, efficient and high-quality product that will produce superior results.

I hope that this helps in your understanding of Premier's patent position with respect to our THIOGUARD® family of magnesium hydroxide products, however, if you wish to discuss this letter or have any questions please do not hesitate to contact me or your Premier Sales Representative.

Best regards,

Stephen A. Becker
Vice President, General Counsel & Secretary
Premier Magnesia, LLC

cc: P. Ahl
M. Madolora
D. Schumacher



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an agreement for Project SS7559; 42-Inch West Columbia Riverwalk Sanitary Sewer Main Protection, as requested by Columbia Water. Award to Thomas & Hutton Engineering Company, Inc. in the amount of \$139,896.00. The firm is located in Columbia, SC.

REQUISITION NO.: R205394

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects 42-Inch West Columbia Riverwalk SS Main Protection (5529999-SS755901-658650). The original budget amount is \$139,896.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Thomas & Hutton Engineering Company of Columbia, SC is the Mentor and will provide project administration, project management, field reconnaissance, and preliminary utility coordination services at 69.4% (\$97,065.00) of the total contract amount. OLH, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the Protégé and will provide construction administration, general administration of construction contract, change management, submittal and pay application review, completion monitoring and documentation, and periodic construction observation services at 20.6% (\$28,856.00) of the total contract amount.

The following sub consultant will provide additional services:

Terracon Consulting Engineers of Columbia, SC will provide environmental studies and geotechnical investigation services at 10.0% (\$13,975.00) of the contract value.

There were (20) responses to solicitation RFQ011-16-17-NMJ Major/Minor Wastewater Collection System Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 1000 - Project Closeout

Task 1100 - Additional Services

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

ATTACHMENTS:

- Final.Agreement.SS7559- Thomas Hutton Engineering ...(PDF)
- LocationMap.SS7559 42 Inch West Columbia Riverwalk SS Main Protection (PDF)

Thomas & Hutton Engineering Company, Inc.
42 Inch West Columbia Riverwalk Sanitary Sewer Main Protection-SS7559



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ Category II Minor Wastewater Collection System Project.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Thomas & Hutton Engineering Company, Inc. (hereinafter referred to as the "Consultant"), to provide technical consulting and engineering services to the City of Columbia.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier as provided herein, on December 31, 2021, or at such time the total compensation provided for herein is reached, whichever is later. The term of the Agreement is the

Thomas & Hutton Engineering Company, Inc.
42 Inch West Columbia Riverwalk Sanitary Sewer Main Protection-SS7559

date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Thirty-Nine Thousand, Eight Hundred Ninety-Six Dollars and 00/100 (\$139,896.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

Thomas & Hutton Engineering Company, Inc.
42 Inch West Columbia Riverwalk Sanitary Sewer Main Protection-SS7559

C. Invoicing Procedure (See Exhibit F)

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

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

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

Thomas & Hutton Engineering Company, Inc.
42 Inch West Columbia Riverwalk Sanitary Sewer Main Protection-SS7559

Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

Thomas & Hutton Engineering Company, Inc.
42 Inch West Columbia Riverwalk Sanitary Sewer Main Protection-SS7559

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>21</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)–

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 21%.

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

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beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

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

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

8. PERMITS & LICENSES

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

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- D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.
9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
10. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
- The Consultant is expected to make Consultants services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.
11. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

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

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the

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property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

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

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

City of Columbia

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

Thomas & Hutton Engineering Company, Inc.

Name: Ben Jones
Title: Project Manager
Address: 1501 Main Street, Suite 760
Columbia, SC 29201
Phone: (803) 451-6789
Fax: N/A
Email: jones.b@tandh.com

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

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines

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will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

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

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

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

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

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

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

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including

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- apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall incorporate these non-discrimination requirements in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Thomas & Hutton Engineering Company, Inc.

Lisa B. Muzerari, Dep. Mgr.
Print: Name/Title

Lisa B. Muzerari
Signature

Date: 8-19-2020

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

8/10/20

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Program Implementation Program

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7559 42-inch West Columbia Riverwalk Sanitary Sewer Main Protection

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a sewer line protection project, including engineering services during design and construction for the project.

The project is located along the City of West Columbia (City of West Columbia) Riverwalk between Gervais St. and Blossom St. An unnamed tributary stream crosses under the Riverwalk and drains into the Congaree River approximately 1,550 feet downstream of the Gervais St. bridge, and erosion at this location has exposed an existing City of Columbia 42" RCP sanitary sewer line. Based on available mapping data, the project site is located within the floodplain and the fringe of the floodway associated with the Congaree River. As such, the site is likely to experience erosive flow from surface runoff into the tributary itself and occasional inundation from high flows in the Congaree River.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate potential design concepts to stabilize the stream channel for the long-term protection of the existing sewer main, and perform engineering and design services for permitting, bidding, and construction.

In general, (Consultant) will provide the following scope of services:

- Participation in monthly coordination meetings
- Participation in design review and other specific project meetings.
- Participation in meetings with the City of West Columbia
- Completion of all standard Project Management task including monthly invoicing and daily staff coordination.
- Completion of QA/QC on all work completed for the City.
- Preparation of Engineer's Opinion of Probable Construction Cost (OPCCs).
- Ensuring SharePoint is kept current with all relevant project documentation.
- Preparation of all design documents including plans, specifications, permits, and easement documentation.
- Providing assistance to the City during bidding.
- Providing construction administration services.
- Providing construction observation services.
- Review of all data (inspections, survey, GIS, etc.) and site visits as necessary.

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing OLH, Inc. as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact through the CITY's staff throughout the project.
- For Tasks 100 through Tasks 1000, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 1000

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- A kickoff meeting at the beginning of the project and monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 1000 and will include a 30-Percent Design Review Meeting. The Consultant will issue meeting minutes for each meeting. During Task 500, the Consultant will hold a progress meeting at the 90-percent design completion milestone. At the project milestones (30-, 60-, and 90-percent), the Consultant will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and

specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30-, 60-, and 90-percent, draft, final, and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be used by the CITY's review team during the 30- and 90-percent design review meetings. A copy of these checklists will be provided by the CITY.

- Public Meeting (Task 140)
- 60- and 90-percent review meetings (Task 270) – (this is considered 30-percent total project review meeting and could serve as a monthly review meeting)
- 60- and 90-percent review of design meetings (Task 570)
- Pre-Bid Meeting (Task 710)

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Conduct up to three meetings with the City of West Columbia during the design phase of the project for access and logistical coordination.
- Consultant will prepare material, drawings, etc. needed for the meeting(s).

150 Mentor-Protégé Program

Consultant and OLH, Inc. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with OLH, Inc.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Planning, Investigation, and Engineering

210 General Data Collection, Field Reconnaissance and Coordination

- Consultant will coordinate with the CITY and City of West Columbia to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed project.
- Field Reconnaissance:
 - Consultant will conduct a site visit to obtain recent observations regarding the condition of the pipe exposure, to confirm the project survey boundary, and for preliminary access planning.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance and to discuss conceptual project design

220 Alternative Analysis and Route Selection

This service is not provided under this agreement.

230 Preliminary Agency Coordination and Meetings

- Upon completion of 30% project design, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Upon completion of 30% design, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- Decision factors for the design concept will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include cost, longevity, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the pipe protection project in accordance with U.S. Army Corps of Engineers, FEMA, SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the design process the Consultant will prepare an opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will conduct a 60-percent complete design task review to recommend preliminary findings.
 - Consultant will make a final recommendation for design concept and solicit feedback and approval from the CITY.

280 Preliminary Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the design process, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of

probable project cost. This submittal will be considered the 30-percent overall project completion review.

TASK 300 – Survey and Utility Mapping

Once the final project concept has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Field Survey

- Consultant shall prioritize the identification of private properties for which access is needed for survey and coordinate with the CITY as early as possible.
- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying within the project area defined on Figure 1. All relevant visual or physical features within the project area will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points within the project area. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the within the project area.
- Locate both horizontally and vertically (where appropriate) within the project area, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to

applicable sections of Lexington County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.

- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the stream channel shall be taken every 20 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- From the survey data, Consultant shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.
- Deliverables will include full size hard copies of the survey data, PDF, and CAD version of the electronic files.

320 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare all easement descriptions for all required permanent easements that will be required to construct the proposed pipe protection project. Easements will be considered for project access, construction, and material laydown areas during construction. For the purposes of this proposal, it is assumed that one easement on private property will be required for site access, and one easement on the City of West Columbia's Riverwalk parcel will be required. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing 2 easement exhibits. An amendment will be issued if additional easement exhibits are required.

330 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. No Sub Surface Utility Engineering (SUE) is proposed for this project.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant shall prioritize the identification of private properties for which access is needed for geotechnical borings and coordinate with the CITY as early as possible.
- Consultant will use Terracon for geotechnical services to provide subsurface soil conditions within the proposed project area. Up to 2 borings will be performed within the project area to determine general soil conditions. This information will be used to design stream stabilization measures, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate the bedding requirements for proposed stabilization measures.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. No restoration beyond backfilling bore holes has been anticipated in this scope of work.

TASK 500 – Final Design

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

540 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1:20, 1:30, 1:40, 1:50, or 1:60 scale

- Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Existing pipe demolition/abandonment as needed
 - Stream stabilization measures
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, Consultant will provide one full set of printed final bid plans, one reduced size (11"x17") printed set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list. Additionally, copies will be uploaded to the CITY's Sharepoint site.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the proposed project in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - U.S. Army Corps of Engineers – Wetlands
 - City of West Columbia, Stormwater, Floodplain

560 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project. The assumed costs will also be provided on the CITY's bid form so they can be compared to the received contractor

bids. If requested by the CITY, Consultant will provide a detailed cost breakdown.

570 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 320 above.
- The Consultant will rely on Lexington County Tax Map information in identifying property owners and will research Lexington County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation and coordinate with the CITY's Real Estate Department will begin immediately following the 30-percent phase and shall be submitted to the City at the 60-percent phase. Any rework of easement plats between the 30- and 60-percent phase will be at no cost to the City.
- Easement exhibits shall conform with the CITY's Engineering/Real Estate template and requirements (to be provided by the CITY).

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department

of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for all fees.

- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of West Columbia (review by Lexington County). Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of West Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY. The CITY is responsible for all fees associated with the NOI approval process.
- Section 404/401 Nationwide Permit: This scope assumes wetland delineation, jurisdictional determination, and Nationwide Permit application will be required. Consultant will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, Consultant will prepare and submit a Joint Federal and State Permit Application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for all fees. As part of the permit application and as required for Federal permitting, a Protected and Endangered Species Report and a desktop Cultural Resources Review will be prepared.
- No-Rise Certification/Floodplain Development Permit: Since the proposed project will be located within the floodplain and floodway of the Congaree River, a No-Rise Certification will be required for the floodplain development permit. Consultant will prepare a hydraulic HEC-RAS model to determine the effects, if any on flood elevations. Assuming no impacts to base flood elevations, Consultant will prepare a No-Rise certification to accompany the floodplain development and land disturbance permit applications. This scope of service does not include a Conditional Letter of Map Revision or Letter of Map Revision through FEMA.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.

- It is assumed that the duration of the Bid Period will be sixty to ninety (60 to 90) days and that the CITY will be distributing the bid packages. An additional forty-five to sixty (45 to 60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

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

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes the stabilization of the existing stream tributary within the project area depicted on Figure 1. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the sewer protection project will be two (2) months (60 days) for substantial completion and one-month (30) days for final completion with construction duration of 90 days. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;

- b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
- c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.
- d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
- e) One (1) pre-construction meeting and three (3) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as

initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - Detail Hourly Projections
 - This scope includes weekly site visits for three (3) months (12-weeks) by the Project Engineer and three site visits per week for three (3) months by the field representative. If additional site visits are required, this contract will be amended to provide such additional services.
- Detailed observation reports, including photos, will be provided to the CITY within 48 hours of the completion of each inspection.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in full size hard copy format and in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- No O&M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Up to \$20,000 in CITY controlled contingency for additional professional services, including, but not limited to the following:
 - Additional stream stabilization or gravity sewer design outside the project area identified in the project description.
 - Additional Surveying outside original scope or for Record Drawings.
 - Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
 - Professional engineering services related to additional or extended design, bidding, and construction services.
 - Additional meetings with homeowners and agencies beyond those scheduled in the agreement
 - Additional permitting not included in this agreement
- Additional expenses to cover permitting fees associated with the project. It is estimated that permitting fees will not exceed \$1,000.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

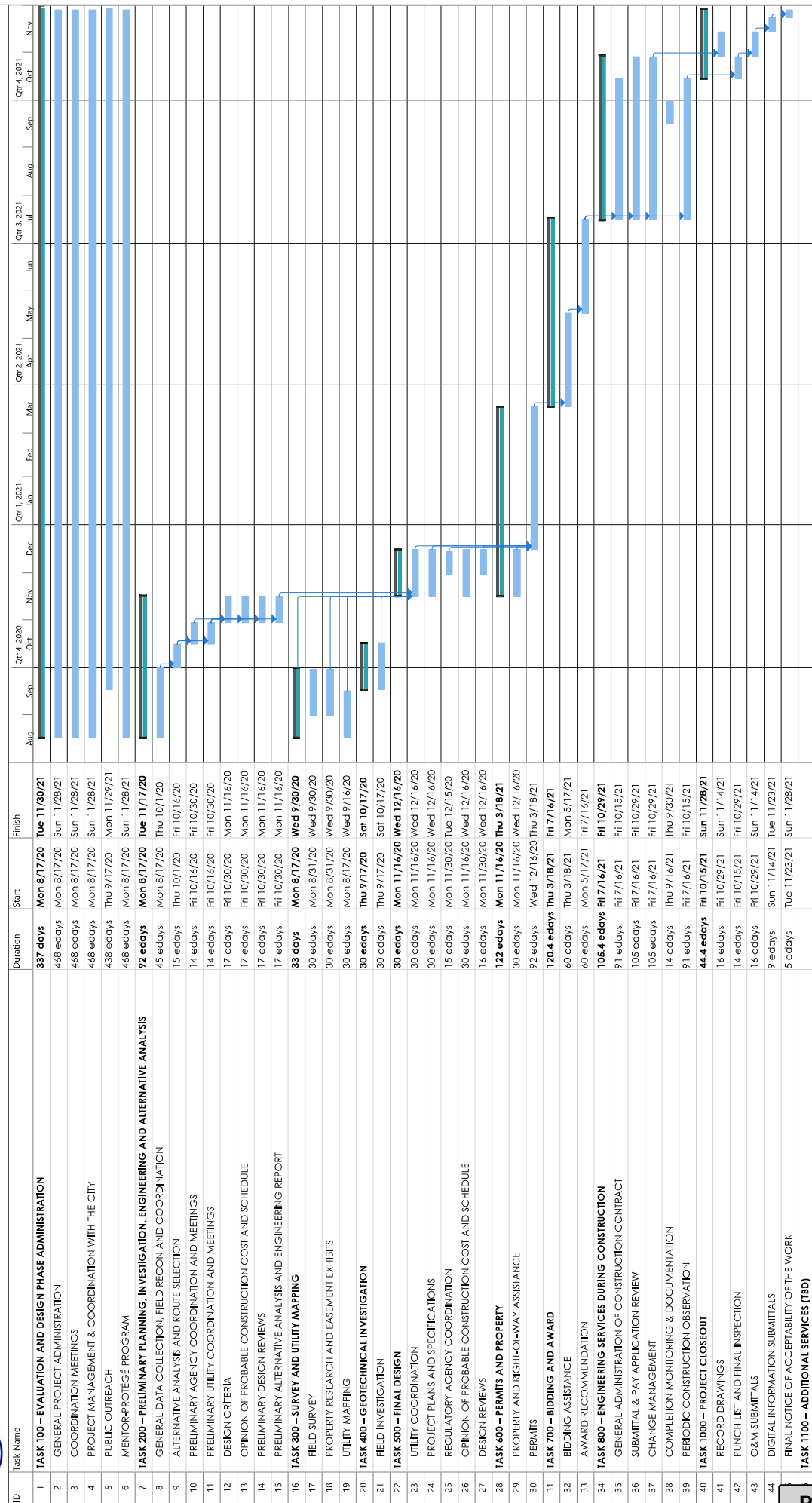
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.
- Reimburse Consultant for all permitting fees associated with the project.

City of Columbia
42-Inch West Columbia Riverwalk Sanitary Sewer Main Protection
Proposed Project Schedule



Page 1 of 1

EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7559
42-inch West Columbia Riverwalk Sanitary
Sewer Main Protection Design

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$139,896. This includes \$119,896 of lump sum tasks and \$20,000 of hourly tasks (client controlled contingency). Lump Sum, Unit Price, and Hourly tasks are clearly labeled in the chart below.

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

Task	Description	Lump Sum, Unit Price, or Hourly	Subconsultants	Total
100	Evaluation and Design Phase Administration	Lump Sum	\$550	\$10,555
200	Preliminary Planning, Investigation, and Engineering	Lump Sum	\$0	\$4,030
300	Survey and Utility Mapping	Lump Sum	\$0	\$10,655
400	Geotechnical Investigation	Lump Sum	\$5,750	\$5,750
500	Final Design	Lump Sum	\$0	\$20,475
600	Permits and Property	Lump Sum	\$8,225	\$26,175
700	Bidding and Award	Lump Sum	\$0	\$1,740
800	Engineering Services During Construction	Lump Sum	\$28,306	\$32,656
1000	Project Closeout	Lump Sum	\$0	\$7,860
1100	Additional Services (Client Controlled Contingency)	Hourly	\$0	\$20,000
	Total of Contract		\$42,831	\$139,896
	% of Contract to Subconsultants		30.6%	
	% of Contract to Protégé		20.2%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

Exhibit D -Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
OLH, Inc. DUNS# 836161653 CAGE# 4PS41	V016146	Bidding and Award and Construction Administration	\$28,856	21%	WBE	FB
Terracon Consulting Eng. DUNS# 016038182 CAGE# 7MR05	V009151	Environmental Studies and Geotechnical Investigation	\$13,975	10%		
				%		
				%		
				%		
				%		

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 \$ 42,831
TOTAL CONTRACT AMOUNT: \$ 139,896

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

Business Name: Thomas & Hutton

Representative Name/Title: William Lamb, PE – Project Manager

Date: June 24, 2020

Attachment: Final.Agreement.SS7559- Thomas Hutton Engineering ... (6150 : SS7559 42 Inch West Columbia Riverwalk Sanitary Sewer Main

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

OLH, Inc.
Company Name

601 Taylor Street, Suite B
Physical Address

601 Taylor Street, Suite B
Mailing Address

Columbia, SC 29201
City/State Zip Code + 4

(404) 881-0099
Phone number

(803) 708-8484
Fax number

Gina Bennett
Primary Contact Name

Chevis Strange
Secondary Contact Name

gbennett@olhinc.com
Primary Contact Email Address

cstrange@olhinc.com
Secondary Contact Email Address

58-2054140
Federal ID #

V016146
Vendor #

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

Terracon Consulting Engineers
Company Name

521 Clemson Road
Physical Address

521 Clemson Road
Mailing Address

Columbia, SC 29229
City/State Zip Code + 4

(803) 741-9000
Phone number

(803) 741-9900
Fax number

Kevin Sohrabnia
Primary Contact Name

Andy Ruocco
Secondary Contact Name

ksohrabnia@terracon.com
Primary Contact Email Address

Andy.Ruocco@terracon.com
Secondary Contact Email Address

42-1249917
Federal ID #

V009151
Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: <u>June 11, 2020</u>	Mentor Amount: <u>\$97,065</u>
Project Name: <u>W. Cola. Riverwalk SS Prot.</u>	Mentor % of Total Contract: <u>69%</u>
Project #: <u>SS7559</u>	Protégé Amount: <u>\$28,856</u>
Mentor: <u>Thomas & Hutton</u>	Protégé % of Total Contract: <u>21%</u>
Protégé: <u>OLH, Inc.</u>	Duration of the Project: <u>15 months</u>
Total Project Contract Amount: <u>\$139,896</u>	

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

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

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

Mentor will be the prime consultant on the project and will establish a subcontract agreement with the Protégé for all Protégé services. Mentor will generally be responsible for project management, survey, design, and permitting services. Protégé will generally be responsible for construction administration and oversight.

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

Work performed during this project will allow the Protégé to gain exposure to a unique design project involving stream restoration design techniques and complex permitting requirements. In addition, Protégé will gain valuable experience working with the City of Columbia.



CITY OF COLUMBIA

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

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

Through involvement in the construction administration portion of this project, Protégé will gain experience with project management and technical assistance related to their water and wastewater consulting business.

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

Mentor:

Staff will include William Lamb, PE, Lisa Muzekari, PE, Rick Karkowski, PE, PH, CPSWQ, D.WRE, Hillary Aton, PE, William Hymes, Bobby Ley, Elliotte Quinn, PLS, and John Johnson. Insurance and bonding will comply with City of Columbia contractual requirements.

Protégé:

Staff will include Chevis Strange, Shem Jordan, Pope Jordan, and Jeff Phillips. Insurance and bonding will comply with City of Columbia contractual requirements.

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

Subcontractors include OLH, Inc. and Terracon (10% of contract @ \$13,975.00 for Terracon). All subcontractors will report to Thomas & Hutton. Thomas & Hutton will be responsible for payment of subcontractor invoices.

Special Arrangements:

N/A

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

a. Description of Mentor's responsibilities on project:

General project administration, coordination meetings, project management and coordination with the City, public outreach, general data collection, field reconnaissance, and coordination, preliminary agency coordination, preliminary utility coordination, design criteria, preliminary opinion of probably cost and schedule, preliminary design review, preliminary engineering report, field survey, property research and easement exhibits, utility mapping, utility coordination, project plans and specifications, regulatory agency coordination, opinion of probably cost and schedule, design reviews, property and right-of-way assistance, permits, record drawings, punch list and final inspection, digital information submittals, and final notice of acceptability of work.



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b. Description of Protégé responsibilities on project:

Construction administration services, including general administration of construction contract, submittal and pay application review, change management, completion monitoring and documentation, and periodic construction observations.

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

Coordination of construction administration services and project management.

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

Task 100 – Evaluation and Design Phase Administration – 15 months (Mentor & Protégé)

Task 200 – Preliminary Planning, Investigation and Engineering – 4 months (Mentor)

Task 300 – Survey and Utility Mapping – 2 months (Mentor)

Task 400 – Geotechnical Investigate – 1 month (subcontractor – Terracon)

Task 500 – Final Design – 2 months (Mentor)

Task 600 – Permits and Property – 4 months (Mentor)

Task 700 – Bidding and Aware – 4 months (Mentor)

Task 800 – Engineering Services During Construction – 3 months (Protégé)

Task 1000 – Project Closeout – 2 months (Mentor)

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

Mentor and Protégé will have quarterly discussions prior to completion of the progress reports. Mentor and Protégé will have various opportunities to meet and discuss project status and progress throughout the project via monthly meetings and/or phone calls.

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

Protégé shall submit monthly invoices to Mentor based on percent complete of scope of work. Invoices shall be paid in accordance with the Mentor/Protégé subcontract agreement.



CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Thomas & Hutton (Mentor Firm) this 11th day of June 2020.
Corporate SEAL

By: [Signature]
Title: Principal / Department Manager
Firm Name: Thomas & Hutton

ATTEST:
By: [Signature]
Title: Administrative Assistant

EXECUTED by OLH Inc. (Protégé Firm) this 11th day of June 2020.
Corporate SEAL

By: [Signature]
Title: CEO / Director
Firm Name: OLH Inc.

ATTEST:
By: [Signature]
Title: Marketing Manager



RECOMMENDED FOR APPROVAL:

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

By: [Signature]

Title: Program Compliance Administrator

Exhibit F - Invoicing Procedure

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

Thomas & Hutton Engineering Company, Inc.
42 Inch West Columbia Riverwalk Sanitary Sewer Main Protection-SS7559
Page 1 of 1

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

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

Company Name

Signature

Print Name

Date: _____

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

Notary Public



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

Clean Water 2020
Columbia's Clear Vision For Clean Water



We Are Columbia

MML: 06/08/2020
Production: Maps\Project\Location: Maps\CIP\SS7559 42 Inch West Columbia

Legend

 Sewer Manhole (City of Columbia)

 Sewer Manhole (City of West Columbia)

 Sewer Clean Outs (City of West Columbia)

 Sewer Gravity Main (City of Columbia)

 Sewer Gravity Main (City of West Columbia)

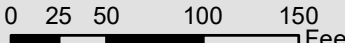
 Sewer Gravity Mains ($\geq 15"$)

SS7559 42 Inch West Columbia Riverwalk SS Main Protection

Attachment: LocationMap.SS7559 42 Inch West Columbia Riverwalk SS Main Protection (6150 : SS7559 42 Inch West Columbia Riverwalk



1 inch = 100 feet



0 25 50 100 150 Feet

Prepared For: Leon M

Packet Pg. 189



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #4 for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$376,890.00. This firm is located in Columbia, SC.

REQUISITION NO.: R205500

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Wastewater System Improvements - Special Contracts - Water/Sewer, Stormwater (5516221-638305). The original budget amount for this amendment is \$376,890.00. The total revised budget amount is \$829,509.00.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

The above referenced Amendment is to compensate the Consultant for providing temporary and permanent flow monitoring services in response to requests from City staff. This Amendment addresses the additional effort as requested by Columbia Water.

Proposed Change and Basis for Payment:

Original Contract Price:	\$184,560.00
Amendment #1 (no cost, time extension):	\$0.00
Amendment #2 (cost change increase/addition):	\$157,419.00
Amendment #3 (cost change increase/addition):	\$110,640.00
Current Contract Price:	\$452,619.00
This Change Amendment #4 (cost change increase/addition):	\$376,890.00
Revised Contract Price:	\$829,509.00

The services provided are not associated with any Office of Business Opportunities (OBO) programs.

ATTACHMENTS:

- SS7306 CA#4 Wastewater Collection Flow Monitoring Services (PDF)
- SS7306 - Location Map (PDF)

Contract Amendment #4

SS7306 Wastewater Collection Flow Monitoring Services
RFP014-17-18-CCP
Woolpert, Inc.

APPROVED AS TO FORM

8/10/20

July 27, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Inc. (Engineer) dated February 25, 2019 (Agreement) to extend the contract to June 30, 2021, and to compensate the engineer for Fiscal Year 2020-2021 services as attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$184,560.00
Amendment #1 (no cost, time extension):	\$0.00
Amendment #2 (cost change increase/addition):	\$157,419.00
Amendment #3 (cost change increase/addition):	\$110,640.00
Current Contract Price:	\$452,619.00
<u>This Change Amendment #4 (cost change increase/addition):</u>	<u>\$376,890.00</u>
Revised Contract Price:	\$829,509.00

This Change is Acceptable:

Name of Firm
Woolpert, Inc.

City of Columbia
Office of the City Manager

ERIC MACDONALD
Print Name

Teresa Wilson, City Manager

Eric MacDonald
Signature

Signature

8/10/2020
Date

Date Witness

Recommended by:

By: Joseph D. Jam P.E., Director of Utilities

8.11.2020
Date

By: Clint E. Shealy P.E., Assistant City Manager for Columbia Water

08/11/2020
Date

By: Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent

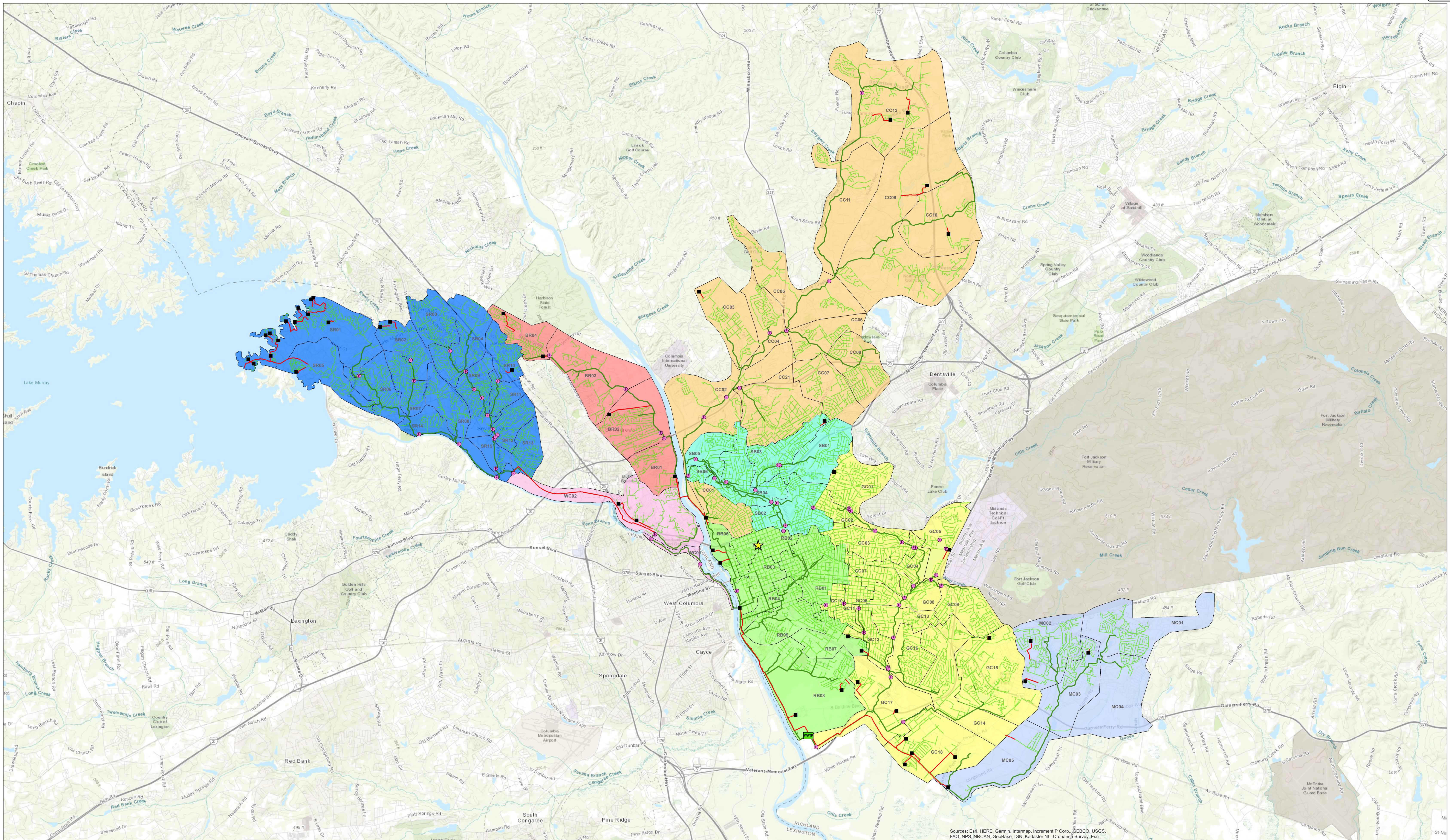
08/11/2020
Date

**City of Columbia
CIP# SS7306
Wastewater Collection Flow Monitoring Services
Contract Amendment #4**

The work to be performed for providing permanent and temporary flow monitoring services for the wastewater collection services is billed on a unit cost. The contract for services is \$376,890. Table 1 summarizes the estimated cost for the project. Permanent monitoring is for a 12-month period, and temporary monitoring is for an approximately 3-month period.

**Table 1
Fee Summary**

Task	Subtask Description	Monthly Unit Cost	Qty	Total
1	Permanent flow monitor site selection and installation	\$840	0	\$0
2	Monthly monitoring and maintenance of permanent flow monitoring sites	\$530	17	\$108,120
3	Rain gauge installation and removal	\$445	0	\$0
4	Monthly monitoring and maintenance of permanent rain gauge sites	\$200	14	\$33,600
5	Temporary flow monitor site selection and installation	\$1,295	54	\$69,930
6	Temporary flow monitoring maintenance	\$1,020	54	\$165,240
Total				\$376,890





We Are Columbia

● Proposed Flow Meters

★ City Hall

■ Sewer Pump Station

■ Metro WWTP

— Sewer Pressurized Mains

— Sewer Gravity Mains (>= 15")

— Sewer Gravity Mains

Broad River

Crane Creek

Gills Creek

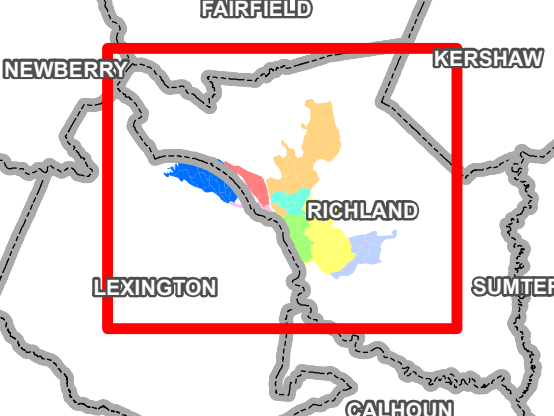
Mill Creek

Rocky Branch

Saluda River

Smith Branch

West Columbia



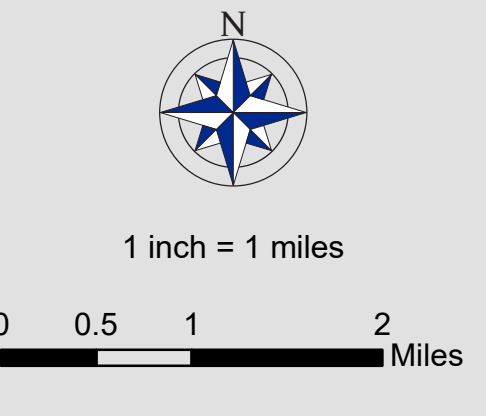


Figure 1:
SS7306
Wastewater Collection
Flow Monitoring Services CA#4
Location Map

Prepared For: CleanWater 2020



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM3078; New 6"/8" Water Main Washington Park Subdivision, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$1,012,128.00, which includes contingency. This firm is located in West Columbia, SC.

REQUISITION NO.: R201423

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water & Sewer Improvements (5529999-WM307801-658650). The original budget amount is \$1,135,257.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC is the Mentor and will be performing pipe installation services at 53% (\$446,317.60) of the total contract value. LG Utility Contractors, Inc., a Minority Business Enterprise (W), of Lugoff, SC is the Protégé and will be providing equipment and personnel to complete the work at 21% (\$177,122.40) of the total contract value.

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

Fortiline of Columbia, SC will be providing materials valued at 26% (\$220,000.00).

There were seven (7) responsive and responsible bids received for this project under BID043-19-20-LAG.

The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$ 843,440.00
Contingency (20%)	\$ 168,688.00
Total	\$1,012,128.00

ATTACHMENTS:

- Contract approved by Legal (PDF)
- Compliance Approval (PDF)
- Bid Tabulation (PDF)
- CT&B BIR Form (PDF)
- CT&B MPP Imp. Plan (PDF)

CONTRACT

City of Columbia, South Carolina

WM3078 (MPP)

New 6"/8" Water Main Washington Park Subdivision

BID 043-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and Carolina Tap and Bore, Inc. with legal address and principal place of business at 2430 Morningside Dr. West Columbia, SC 29169, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be one hundred eighty (180) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Eight Hundred Forty-Three Thousand Four Hundred Forty Dollars and Zero Cents (\$843,440.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/07/2017

1

Attachment: Contract approved by Legal (6144 : New 6"/8" Water Main Washington Park Subdivision)

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 Special Provisions.

9.2.8 Permits.

9.2.9 Drawings numbered 1 through 13, inclusive and dated 7/8/2019.

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

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

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the 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

City of Columbia, SC
8/07/2017

or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

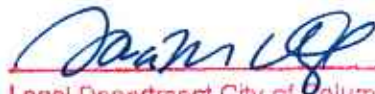
1800 Main Street, 2nd Floor

Columbia, SC 29201

Date:

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

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

DATE: July 16, 2020

SUBJECT: PROJECT: BID 043-19-20-LAG – New 6”/8” Water Main Washington Park Subdivision (WM3078)

Bids for this project were opened publicly at 10:00 a.m., July 16, 2020 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is **Carolina Tap & Bore, Inc. of West Columbia SC at \$843,440.00.**

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: Latonya B Germany
Latonya B Germany, Program Compliance Specialist

DATE: July 24, 2020

Attachment: Compliance Approval (6144 : New 6”/8” Water Main Washington Park Subdivision)

Event Number	BID043-19-20-LAG Addendum 1	Organization	City of Columbia, SC
Event Title	New 6"/8" Water Main Washington Park Sub	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	6/25/2020 03:45:32 PM (ET)	Phone	
Close Date	7/16/2020 10:00:01 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Carolina Tap & Bore, Inc.	West Columbia	SC	7/16/2020 09:41:07 AM (ET)	1	\$843,440.00
G H Smith Construction, Inc	Columbia	SC	7/16/2020 08:40:29 AM (ET)	1	\$928,420.00
LAD Construction, LLC	Swansea	SC	7/16/2020 09:37:59 AM (ET)	1	\$946,470.00
Shady Grove Construction, LLC	Irmo	SC	7/15/2020 04:08:49 PM (ET)	1	\$953,976.45
Lake Murray Utility Company, Inc	Chapin	SC	7/16/2020 09:19:55 AM (ET)	1	\$1,082,765.00
DS Utilities Inc	Little Mountain	SC	7/16/2020 09:20:16 AM (ET)	1	\$1,409,457.50
Stutts & Williams, LLC	Lexington	SC	7/16/2020 09:33:43 AM (ET)	1	\$1,875,574.00

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

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortiline Waterworks 221 Laurel Road Lexington, SC 29073		Materials	220,000.00	26 %		
LG Utility Contractors, LLC 1410 Brevard Rd Lugoff, SC 29078		Services	177,122.40	21 %		
				%		
				%		
				%		
				%		

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: \$ 397,122.40

TOTAL CONTRACT AMOUNT: \$ 843,440.00

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

Business Name: Carolina Tap & Bore, Inc.

Representative Name/Title: Richard J. Young - PRESIDENT

Date: 07/16/2020

Attachment: CT&B BIR Form (6144 : New 6"/8" Water Main Washington Park Subdivision)



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 7/16/2020 Mentor Amount: \$666,317.60
Project Name: New 6/8" Water Main Mentor % of Total Contract: 79 %
Washington Park Subdivision Protégé Amount: 177,122.40
Project #: WM3078 Protégé % of Total Contract: 21 %
Mentor: Carolina Tap & Bore, Inc. Duration of the Project: 180 Consecutive
Protégé: LG Utility Contractors, Inc. Calendar Days
Total Project Contract Amount: \$843,440⁰⁰

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

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

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

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

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

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

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



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

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

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

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

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

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

Special Arrangements:

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

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

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



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

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

The entire job will be completed in 180 consecutive calendar days. We will be working side-by-side with our Protege'.

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

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

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

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



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

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

EXECUTED by Carolina Tap & Bore, Inc. (Mentor Firm) this 16 day of July, 2020.

Corporate SEAL

By: Richard Young

Title: President

Firm Name: Carolina Tap & Bore, Inc.

ATTEST:

By: Melba Cannon

Title: Corporate Secretary

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

Corporate SEAL

By: Suzanne Bell Leitner

Title: President

Firm Name: LG Utility Contractors, Inc.

ATTEST:

By: Krystal Young

Title: Administrative Assistant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 24 day of July 2020.

By: Latonya B Germany

Title: Program Compliance Specialist

Attachment: CT&B MPP Imp. Plan (6144 : New 6"8" Water Main Washington Park Subdivision)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7560; Lower Crane Creek Equalization Storage, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$1,848,321.00. The firm is located in Columbia, SC.

REQUISITION NO.: R205445

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects Lower Crane Creek Storage Facility and Pump Station (5529999-SS756001-658650). The original budget amount is \$1,848,321.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Hazen and Sawyer of Columbia, SC is the Mentor and will provide project guidance services at 57.1% (\$1,055,410.00) of the total contract amount. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W) of Chapin, SC, is the Protégé and will provide drafting, permitting, specifications, coordination of subs, and construction observation services at 20.9% (\$386,611.00) of the total contract amount.

The following sub-consultants will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide electrical engineering services at 3.0% (\$54,400.00) of the total contract amount.

Michael Baker International of Columbia, SC will provide resident construction representative services at 17.8% (\$329,400.00) of the total contract amount.

Terracon of Columbia, SC will provide geotechnical investigation services at 1.2% (\$22,500.00) of the total contract amount.

There were (20) responses to solicitation RFQ011-16-17-NMJ Major/Minor Wastewater Collection System Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 900 - Full Time Construction Inspection

Task 1000 - Project Closeout

Task 1100 - Additional Services

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

ATTACHMENTS:

- Final.Agreement.SS7560 - Lower Crane Creek Equalizations Storage (PDF)
- SS7560 Location Map (PDF)

Hazen and Sawyer
Lower Crane Creek Equalization Storage-SS7560



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ Category II Minor Wastewater Collection System Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Hazen and Sawyer (hereinafter referred to as the "Consultant"), to provide technical consulting and engineering services to the City of Columbia.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier as provided herein, on March 31, 2023. The term of the Agreement is the date of the execution of a *Notice to Proceed* and a *valid Purchase Order* from the City of Columbia

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

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Million, Eight Hundred Forty-Eight Thousand, Three Hundred Twenty-One Dollars and 00/100 (\$1,848,321.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
 - C. Invoicing Procedure (See Exhibit F)

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

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

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Agreement,

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make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>23.8</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)–

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20.9%.

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

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beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

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

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

8. **PERMITS & LICENSES**

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

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- D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.
9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
10. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
- The Consultant is expected to make Consultants services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.
11. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

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

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the

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property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

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

City of Columbia

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

Hazen and Sawyer

Name: Bill Orne
Title: Project Manager
Address: 1122 Lady Street, Suite 1230
Columbia, SC 29201
Phone: (803) 779-0001
Fax: N/A
Email: borne@hazenandsawyer.com

16. **CONSENT DECREE**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines

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will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

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

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

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

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

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

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

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including

Hazen and Sawyer
Lower Crane Creek Equalization Storage-SS7560

- apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall incorporate these non-discrimination requirements in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Hazen and Sawyer

William H. Orwe, Jr.
SENIOR ASSOCIATE

Print: Name/Title



Signature

Date: 8/11/2020

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APPROVED AS TO FORM


Legal Department City of Columbia, SC

8/10/20

Hazen and Sawyer
Lower Crane Creek Equalization Storage-SS7560

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Program Implementation Program

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7560 Lower Crane Creek Equalization Storage

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the Lower Crane Creek Equalization Storage project, including preliminary and final design engineering services, bid phase assistance, and engineering services during construction. The general location of the project is shown in the attached figure.

As part of the City's Capacity Assurance Program (CAP) required under the EPA's May 2014 Consent Decree, the City of Columbia has evaluated collection system capacity to convey the projected future flow in the Crane Creek sewer basin from 2020 through full buildout of the sewer basin. Based on simulations using the Hydraulic Model, the results suggest that the existing Crane Creek trunk sewer, North Columbia Pump Station, and Rocky Branch/Congaree outfall trunk sewer cannot properly convey peak 2-year storm event wet-weather flows, as required by the Consent Decree, beginning with the 2020 planning period. The City is proposing the construction of an equalization storage tank and a corresponding Crane Creek Storage Pump Station (CCSPS) to address the immediate 2020 system capacity deficiencies. The storage tank and pump station will be constructed on City property at the Old Eau Claire Wastewater Treatment Facility, which is located near the confluence of the Smith Branch and Crane Creek trunk sewers.

In general, (Consultant) will provide the following scope of services:

- Review of all Available Data
- Preparation and Evaluation of Alternatives
- Development of a Recommended Plan
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Palmetto Consulting Engineering Group, Inc. as the Protégé.

TASK 100 – Preliminary and Final Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants by assigning manpower, delegating responsibilities, reviewing work progress,

monitoring budget and schedule, and directing the progress of the work. As part of project administration, Consultant will:

- Participate in design review and monthly progress meetings with the CITY as outlined.
- Submit monthly invoices, including amounts invoiced by sub-consultants in a timely manner and in accordance with the City's invoicing procedures.
- Provide a detailed project schedule within one week of execution of the Contract.
- Provide monthly progress reports with the invoice, to include a summary of activities performed for the invoicing period and an update to the project schedule.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 700.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- Project Kickoff meeting. The Project Kick-Off Meeting will include discussions about the project scope, responsibilities, critical issues, key schedule items, coordination, and decision criteria. The Kickoff meeting will include a workshop to review the existing design and layout; to discuss revisions and alternatives to meet the CITY's needs; and to identify a clear path forward for the preliminary design task.
- Monthly Progress meetings with CITY's Project Manager for duration of design and bidding. (Progress meetings during construction are included in Task 810)
- Alternatives Analysis review meeting.
- 90% design review meeting in Task Item 560.
- One (1) Pre-Bid Meeting in Task Item 710.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the CITY's standard naming convention for documents, and that all content is

loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, key contract deliverables, etc. into separate categories (not scanning and loading multiple category documents in one file) so they can easily be found by searching by category and/or by document name.

- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120.

140 Mentor-Protégé Program

Consultant and Palmetto Consulting Engineering Group, Inc. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Palmetto Consulting Engineering Group, Inc.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

150 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for (10) progress meetings
- Minutes, with City review comments, from the two milestone review meetings
- (4) Quarterly Mentor-Protégé Program Reports

TASK 200 – Preliminary Design: Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.

- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact the proposed design.
- Consultant will determine existing and potential future flows.

220 Alternative Analysis/Recommended Plan

- Upon completion of Task 210, Consultant shall complete an alternative analysis to achieve the goals of the project, to include the construction of a new equalization storage tank and storage pump station on the Eau Claire site integrated with a future North Columbia Export Pump Station (NCEPS, to replace the existing North Columbia Pump Station, NCPS).

Considerations will include:

- Consultant completed the design of the Crane Creek Equalization Storage Project in 2017. The current design includes two (2) 8-million-gallon equalization storage tanks and a wet-weather sewer flow pump station. The pump station was designed for a firm capacity of 25 MGD with variable frequency drive (VFD) units for flow control to accommodate current and future wet-weather flow conditions to prevent sewer system overflows (SSOs) in the Crane Creek Basin. Other related work includes two flow diversion structures, a 66-inch casing pipe bore and jack with a 48-inch carrier pipe under a railroad, 48-inch and 42-inch gravity sewers, 36-inch force main, two 25 MGD grinders (macerators), a tank flushing system, two (2) return flow control vaults, 3,600 linear feet of 8-inch water main, access drive, 2,100 linear feet of 36-inch gravity sewer rehabilitation, pump station building, standby generator, electrical, SCADA, and an integrated power assembly. The current design has been fully permitted.
- The primary alternative will include modifications of the current design to include eliminating one (1) equalization storage tank and providing a site footprint and connection point for a future pump station (NCEPS).
- The original site layout included site limitations and minimal spacing between the tanks and pump station. There were significant constructability concerns with the original site layout regarding sequencing of construction and subsurface conditions. Since additional space will become available by eliminating a tank, the Consultant will review the construction space requirements needed for one tank. If feasible, the pump station footprint could be shifted to provide additional space in the site layout for construction. This may allow

simultaneous construction of the tank and wet well structure, thereby reducing the constructability concerns and likely reducing the construction period.

- The original site layout included a 25 MGD storage pump station which would provide the influent flow to the storage tanks. Consultant shall evaluate the merits of depressing storage as necessary to accommodate influent gravity flow. Consultant shall also consider the possibility of providing storage tank effluent by gravity directly to the future NCEPS.
- Sizing of the proposed inlet sewer designed to convey flow from the Crane Creek Interceptor (and future Lower Crane Creek Relief Sewer) under the existing railroad tracks to the site. The inlet sewer will be sized for the current flow rate for storage and for the future NCEPS capacity. The layout of the existing Smith Branch Interceptor, which bisects the site, shall be considered under the proposed storage tank operation and the future operation of the export pump station. The preliminary design should consider the size of all connecting pipe structures now and in the future. This investigation should consider the approach to install the pipe under the railroad, permits, and the need for any additional subsurface investigations if a trenchless railroad crossing is considered.
- Conceptual layout of a future NCEPS on the existing site. Up to two (2) conceptual plans for the future pump station should be drafted assuming a wet well/dry pit approach or a fully submersible pump approach for an assessment of layout footprints. Conceptual budgetary cost estimates for each layout of the future NCEPS shall be prepared.
- Comparison of up to two (2) alternative site layouts to integrate the proposed equalization storage tank and storage pump station with the future NCEPS including all major connecting yard pipe details and force main piping locations (as well as junction chambers and metering and flow control vaults). This will be coordinated with existing subsurface information to determine the best footprint for any rock excavation on the site for the future export pump station compared to the overall rock excavation that may be required to depress the storage tank to achieve a gravity fill operation (versus the planned storage pump station approach). The evaluation of the site layouts shall also consider sequencing of the project for current and future construction (i.e., will future rock excavation for NCEPS impact the existing facilities). Conceptual budgetary cost estimates for up to two (2) alternatives for the Lower Crane Creek Equalization Storage shall be prepared.
- Maintaining operation of the Crane Creek interceptor and Smith Branch Interceptor are required during construction of all proposed facilities.

Any required temporary facilities or relocation of existing structures shall be considered in the alternative analysis.

- The consultant shall review ongoing operations and maintenance challenges at the existing pumping stations with City staff to ensure that the design of the new facilities will minimize these challenges. The consultant shall consider instrumentation and control and operational strategies to maximize automatic or passive operation of the facility and cleaning of the storage tank.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, subsurface conditions, constructability, access for maintenance, public impact, property and easement requirements, permitting, utility conflicts and new utility layouts, and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will size the new storage pump station in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices (including Hydraulic Institute standards).

230 Preliminary Agency Coordination and Meetings

- Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required. These agencies include:
 - U.S. Army Corps of Engineers
 - Richland County
 - South Carolina Department of Health & Environmental Control (SCHDEC)
 - Norfolk Southern Railroad (NS)
 - South Carolina Department of Transportation (SCDOT)

240 Preliminary Utility Coordination and Meetings

- Upon selection of final design, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping, as applicable.

250 Opinion of Probable Construction Cost and Schedule

- As part of the alternative analysis the Consultant will prepare an opinion of probable construction cost for all alternatives considered and update the project schedule.

260 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY. The report shall provide a detailed account of the evaluation above.
- Consultant will conduct a single alternative analysis progress meeting to present the results of the analysis and solicit feedback on the recommended solutions.
- Upon approval by the CITY, Consultant will finalize the report, based on the comments from the City, documenting the alternatives and costs, alternatives analysis/criteria, evaluation, decision process and findings to include the final recommendation and preliminary opinion of probable project cost. Conceptual design drawings (30 percent level) of the recommended improvements shall be prepared and included in the report. The finalized report will be considered 30 percent overall project completion.

290 Task 200 Deliverables

- Draft and Final Alternative Analysis Report (including conceptual design drawings of the improvements)
- Meeting materials and notes for utility and regulatory agency meetings

TASK 300 – Survey and Utility Mapping

Once the final design has been selected by the CITY, field investigations shall be conducted in support of plans preparation and final design. Consultant shall review existing information and conduct supplemental survey and mapping, as necessary, to complete the Final Design.

310 Wetlands Survey

- "Waters of the United States", including streams, wetlands, and most ponds and lakes, are subject to Section 404 of the Clean Water Act, administered by the United States Army Corps of Engineers (USACE), and Section 401 of the Clean Water Act. Consultant will delineate wetlands along the design area using the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), and the most recent supplementary technical literature for hydric soil, hydrology, and hydrophytic vegetation indicators. Jurisdictional waters other than wetlands (i.e., stream channels and impoundments) will be defined using USACE field indicators. Consultant will mark the jurisdictional boundaries of waters of the U.S. within fifty (50) feet of the proposed lift station in the field with sequentially numbered survey ribbons. Wetland flags, non-wetland waters, and

selected reference landmark locations will be recorded using GPS units with sub-meter accuracy.

- The consultant will record the necessary data and complete wetland delineation data sheets (a summary of findings and characteristics of the site, a map depicting the jurisdictional boundaries of waters of the U.S., and data point locations), which are required by USACE for confirmation, and develop the site map based on GPS survey of the limits of wetlands and waters. One (1) wetland, and one (1) corresponding upland data point will be recorded for each wetland feature delineated. The results of the wetlands delineation, summary of findings and characteristics of the project site, collected wetlands data points, and mapping will be summarized in a Wetlands Delineation Report. The consultant shall submit the Wetland Delineation Report and an official Jurisdictional Determination Request form to the USACE for official determination of the jurisdictional waters of the U.S. Only the USACE can officially determine if a wetland or water is jurisdictional. If needed, the consultant will schedule an on-site meeting with the USACE to verify the delineation and obtain written jurisdictional determination of the delineation.

320 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying of the proposed design area. All relevant visual or physical features will be surveyed including rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the design area. Consultant's surveyor shall locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features within the design area. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established on the existing and/or proposed project site.
- Locate both horizontally and vertically (where appropriate) within the design area, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, structures (wet wells, valve vaults, panels); location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead

power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.

- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Consultant's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include the complete project area and cover the area from the edge of pavement to the limits of a temporary construction easement.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010, or newer, electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

330 Property Research and Easement Exhibits

- No property research and easement exhibits are proposed for this project. If deemed appropriate during detailed design, property research and easement exhibits can be added via Task 1100 Additional Services.

340 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. No Sub Surface Utility Engineering (SUE) is proposed for this project. If deemed appropriate during detailed design, SUE can be added via Task 1100 Additional Services.

350 Task 300 Deliverables

- Copy of the Wetland Delineation Report and Jurisdictional Determination Request
- List of property owners along the survey limits for notification

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will utilize Terracon Consultants, Inc. for geotechnical services to provide subsurface soil and bedrock conditions at the design area. Up to eight (8) borings will be performed at the proposed project sites to determine general soil conditions. This information will be used to design structure support details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. It is assumed that each boring will be to a depth of 40 feet below grade.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Where auger refusal occurs above the anticipated structure depth, periodic rock core samples will be obtained to determine the Rock Quality Designation (RQD) and define the integrity and density of the rock. Up to three (3) rock core samples (10 feet each) are included in the scope.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.
- A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion drilling
 - Boring location plan
 - Subsurface exploration procedures
 - Encountered soils conditions

- Subgrade preparation/earthwork recommendations including minimum relative density requirements
- Anticipated excavation conditions, including difficult excavation and groundwater conditions
- Sub-consultant will obtain CITY permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

420 Task 400 Deliverables

- Geotechnical Engineering Report

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with city, county, state and federal agencies to determine design parameters for construction of the new lift station within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the construction/rehabilitation of the lift station adjacent to or crossing existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the work to be performed by an installation contractor. One (1) set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed drawings on ANSI D (22"x34") plan sheets.
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.

- Relevant environmental features.
 - Traffic control plans.
 - Pump station plan sheets, including electrical and SCADA components to meet CITY standards.
 - Existing equipment/structure/pipe demolition/abandonment as needed.
 - By-pass pumping plan as needed.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, City procurement program requirements, etc. Consultant will provide the technical specifications (Divisions 01 – 16), bid quantities / bid form, measurement and payment items and special provisions.
- The CCSPS inlet/wet well design shall be in accordance with Hydraulic Institute standards including any recommendations for CFD modeling or small-scale physical model simulations to confirm intake hydraulics.
 - Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a CD containing PDFs of the signed and sealed drawings, one-sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Opinion of Probable Construction Cost and Schedule

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

550 Design Reviews

- Consultant will develop and implement a Quality Assurance / Quality Control plan. A copy of this plan will be submitted to the CITY at the beginning of the project.
- After each internal technical review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the ninety (90%) completion milestone. Consultant will meet with the CITY to discuss the project and obtain input from the Client. Following the review, Consultant

will make revisions as requested by the City. Documentation of the completed review will be provided to the CITY by the Consultant. Following the technical review, Consultant will make modifications to the construction documents.

- Drawings, a complete set of Specifications and a cost estimate shall be submitted at ninety (90%) percent for review and comment.
- The Consultant will compile comments received and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment.
- Upon approval by the CITY, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

560 Task 500 Deliverables

- Copy of the Consultant's QA/QC Plan
- 90% Completion Milestone Design Submittal
- Opinions of Probable Construction Cost
- 100% Design Bid Documents

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 330 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Upon CITY approval of the alternative analysis recommend plan, Consultant shall prepare and submit easement exhibits. Refer to Task 330 above.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and

assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.

- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by Richland County. Consultant will provide all required submittal copies and respond to all inquiries by the County.
- Wetlands Permit: The consultant will prepare a Pre-Construction Notification for a NW12 Permit for proposed impacts to waters of the U.S. Included in this application will be 2 typical stream crossing details, one for temporary impacts, and one for a permanent impact. These details may be incorporated into the design. The consultant will coordinate with the regulatory agency to respond to questions and comments. The scope of work task assumes the following:
 - The proposed impacts will meet the conditions for a NW12 Permit and an Individual Permit will not be required.
 - If the NW12 Permit conditions cannot be met, additional permitting (e.g. Individual Permit) will be conducted under additional services (Task 1100).
 - Compensatory mitigation will not be required. If impacts cannot be avoided or minimized and compensatory mitigation is required, preparation of a Mitigation Plan will be conducted under additional services (Task 1100).
 - This project will have no impacts to threatened or endangered species, or historical/cultural resources.
 - The fee for the permit application will be paid through Task 630, Permit Fee Allowance.
- Roadway Encroachment Permits: This scope assumes a Richland County and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by Richland County and/or the SCDOT; assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish each agency with the required number of copies of plans and specifications needed for review and final approval.
- Other Permits: The consultant will provide revised plan and profile exhibits suitable for submittal to Norfolk Southern for an encroachment permit submittal. The City will submit the permit application to Norfolk Southern and is responsible for all fees associated with the permit.
- Consultant will prepare and submit any additional permit applications, including but not limited to a building permit, if applicable.

- Any hazardous material removal permits to be the responsibility of the Contractor.
- It is assumed that there will be no submittals made to area Architectural Review Boards.

630 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$3,000 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit - \$1,000
 - Stormwater Permit and Inspection Fees - \$1,000
 - SCDOT Encroachment Permit - \$1,000
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

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

720 Award Recommendation

- Consultant will review bids received and assist City in evaluating the bids and recommending award of the contract. This shall include reviewing bid forms for mathematical accuracy and conducting phone interviews with the low bidder’s references. The Consultant will provide the City a letter of recommendation to award.

730 Conformed Documents

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

740 Task 700 Deliverables

- Pre-bid Conference Agenda
- Addenda
- Award Recommendation Letter
- Conformed Documents

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the project will be twenty (20) months (six hundred (600) days) for substantial completion and two (2) months (sixty (60) days) for final completion with total construction duration of six hundred sixty (660) days. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the

project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;

- c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Consultant will be responsible for preparing minutes and distribute these to the CITY and Contractor.
- d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - o These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
- e) One (1) pre-construction meeting and twenty-two (22) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFIs as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the

acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- Testing Results: Consultant will review testing results of test required by Contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits, as a result of change orders, will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.

- Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
- Stormwater Closeout Inspection & Notice of Termination.

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - This scope includes site visits for twenty (20) months (eighty-six (86) weeks) by the Project Engineer at eight (8) hours per week. If additional site visits are required, this contract will be amended to provide such additional services.
 - A construction observation report will be filled out for each visit and submitted to the CITY on a monthly basis along with the monthly progress report for the project.

860 Construction Inspection and Testing Services

- No construction and inspection and testing services are proposed as part of this scope of services. If deemed appropriate during construction, these services can be added via Task 1100 Additional Services. Note that the contractor will be required to retain a third-party inspection and testing firm to perform these services during construction.

TASK 900 – Full Time Construction Inspection

910 Resident Project Representative

- Consultant will furnish resident services during construction. One (1) full-time Resident Project Representative (RPR) is included for a twenty (20) month duration of the project. The RPR's compensation in Exhibit B is based on forty (40) hours per week for eighty-six (86) weeks at an hourly rate of \$106.00. The hourly rate is inclusive of all direct expenses related to the execution of Task 900 services.

- Owner and Consultant agree that representation at the site will be provided. Consultant will provide RPR to assist Consultant in inspecting the progress and quality of the work of the Contractor. Field representation will be as indicated above and is intended to be at a sufficient level to inspect the contractor's work. Consultant will notify Owner promptly if above level of field representation is insufficient to inspect work as defined by Consultant and Owner.
- Such Field Representatives will be selected, employed, and directed by Consultant. The duties, responsibilities, and limitations of authority of such Field Representatives will be described in the Contract Documents and as detailed herein.
- Consultant will use reasonable effort to provide protection for Owner against defects and deficiencies in the work of Contractor. However, Consultant will not, during such visits or as a result of such inspections of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety procedures and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

920 Duties and Responsibilities

- The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's Agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:
 - General. RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work will in general be with Consultant and Contractor, keeping Owner advised as necessary. RPR's dealing with Contractor's subcontractors will only be through or with the full knowledge and approval of Contractor. RPR will generally communicate with Owner with the knowledge of and under the direction of Consultant.
 - Schedules. RPR will review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
 - Conferences and Meetings. RPR will attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

- Liaison. RPR will serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- RPR will assist in obtaining from Owner additional details or information when required for proper execution of the Work.

930 Shop Drawings and Samples

- RPR will advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Consultant.

940 Review of Work, Rejection of Defective Work, Inspections, and Tests

- RPR will conduct onsite inspections of the Work in progress to assist Consultant in determining if the Work is proceeding in accordance with the Contract Documents.
- RPR will report to Consultant whenever RPR believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- RPR will verify that tests, equipment and systems stamps and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe record and report to Consultant appropriate details relative to the test procedures and start-ups.
- RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- RPR will coordinate and review the results of tests made by the independent soils and materials testing laboratory.
- Interpretation of Contract Documents. RPR will report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
- Modifications. RPR will consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Consultant. RPR will transmit to Contractor in writing decisions as issued by Consultant.

950 Recordkeeping

- RPR will maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- RPR will prepare a daily report, keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- RPR will record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

960 Reports

- RPR will furnish to Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- RPR will consult with Consultant in advance of scheduled major tests, inspection or start of important phases of the Work.
- RPR will report immediately to Consultant and Owner the occurrence of any accident.

970 Payment Requests

- RPR will review Applications for Payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requests to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

980 Certificates, Maintenance, and Operation Manuals

- During the course of the Work, RPR will verify that certificates and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant to review for forwarding to Owner prior to final payment for the Work.

990 Project Completion

- Before Consultant issues a Certificate of Substantial Completion, RPR will submit to Contractor a list of observed items requiring completion or correction.
- RPR will observe whether Contractor has performed inspections required by rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- RPR will conduct a final inspection in the company of Consultant, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Consultant will observe whether all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance and issuance of the Notice of Acceptability of the Work.

Limitations of Authority by Resident Project Representative During Project

- RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Owner and Consultant.
- RPR will not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
- RPR will not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers or Contractor's superintendent.
- RPR will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.
- RPR will not accept Shop Drawing or Sample submittals from anyone other than Contractor.
- RPR will not authorize Owner to occupy the Project in whole or in part. RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

Owner and Consultant acknowledge that the Contractor will be solely responsible for all construction means and methods, including all safety and environmental procedures and programs necessary in connection with the Work and Services.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final

record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1020 Facility Start-Up Services

- Provide start-up services on the CCSPS Facility. Services provided under this task are delineated as follows:
 - Start-up Assistance and Training – Prior to final acceptance, Consultant will conduct operational testing of new equipment, troubleshooting of electrical and I&C issues that may arise, and enforcing 30-day performance tests. Consultant will also provide optimization assistance related to bringing the new facilities on-line. Optimization will include both on-site and teleconferencing assistance by Consultant senior level engineers from various disciplines and specialties. It is anticipated that a full month will be required. Additional Post-Construction Operational Assistance is provided under Task 1050.
 - Finalize Punchlist and Closeout Project – Consultant's lead discipline project engineers and construction manager will assist the RPR in reviewing the completed work at the intermediate and final inspection milestones. Consultant will develop and manage a punch list of items for the General Contractor to address, assist in resolving punch list items with the General Contractor, and perform follow-up inspections to verify the satisfactory resolution of all punch list items. Upon full and satisfactory completion of all required construction work, Consultant will issue a Certificate of Substantial Completion and Acceptance at which time the warranty period will commence.

1030 O&M Manual/Operator Training

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- Consultant to develop and organize an O&M manual and work closely with CITY in developing a preventive maintenance checklist and recommended spare parts inventory. O&M Manuals to be provided in electronic and hardcopy.
- Consultant will provide project specific operator training as the project construction is being completed and facilities are being placed into service. Consultant will train City Staff on the operational philosophy and details of operation. Training will be conducted on-site. Consultant will develop handouts and graphics to enhance the learning process and conduct hands-on training in the field for each class. Major support systems such as electrical and instrumentation and control will also be covered.

1040 Final Notice of Acceptability of the Work

- See Task 840 above.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

1050 Post Construction Services

- The Post Construction Services compensation in Exhibit B is based on 100 total hours by the Project Director at an hourly rate of \$215.00; 120 total hours by the Project Manager at an hourly rate of \$185.00; 120 total hours by the Senior Principal Engineer at an hourly rate of \$160.00; and 20 total hours by the Assistant Engineer at an hourly rate of \$114.00. The hourly rates are inclusive of all direct expenses related to the execution of Task 1050 services.
- Provide post construction services including warranty inspection/follow-up activities and an arc flash study. Services provided under this task are delineated as follows:
 - Warranty Inspection/Follow-up Activities – Assist the City during the 2-year warranty period with notifying the General Contractor of any defects or warranty repairs requiring attention. Consultant will then perform a detailed final warranty inspection of the work approximately 23 months after the date of Substantial Completion. A report detailing the findings will be provided, and Consultant will notify the General Contractor of any warranty repairs

necessary. Up to 240 hours is allocated for this follow-up activity service.

- Operations Assistance – Consultant will provide assistance to City Operations Staff to guide the proper operation and maintenance of the new facilities following substantial completion of the construction project, including assistance to make operational adjustments for system optimization based on storm events. It is anticipated that these services may be needed once every two (2) weeks over a six (6) month duration. Up to 100 hours is allocated for this follow-up activity service.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design and bidding services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with property owners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits, other than outlined herein.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional permitting (e.g. Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 630.
- Compensatory mitigation for wetlands impacts.
- Modifications to the design after 90% design review comments have been received.
- Multiple bid packages. It is assumed a single bid package/construction contract for this project, and the project will not be broken into phases of construction.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal

to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to properties and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the CITY's sewer system and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement, beyond what is assumed in Task 630.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested.

City of Columbia

SS7560 Lower Crane Creek Equalization Storage Project

Draft Schedule

Task	Month	2020					2021					2022					2023					
		AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
Kickoff Meeting Workshop																						
Pre-Design																						
Survey/Geotechnical Investigation																						
Preliminary Design																						
90% Design																						
Easements (none required)																						
Permitting																						
Final Design																						
Advertise																						
Bid-Opening																						
City Approval																						
Construction Duration																						
Substantial Completion																						
Final Completion																						

EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7560
Lower Crane Creek Equalization Storage

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$1,848,321.00. This includes \$1,366,751.00 of lump sum tasks, as well as \$481,570.00 of hourly/NTE tasks. Lump Sum and Hourly/NTE tasks are clearly labeled in the chart below.

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

Task	Description	Type	Subconsultants	Total
100	Preliminary and Final Design Phase Administration	LS	\$21,600.00	\$91,710.00
200	Preliminary Design and Alternative Analysis	LS	\$16,800.00	\$83,196.00
300	Survey and Utility Mapping	LS	\$15,500.00	\$19,298.00
400	Geotechnical Investigation	LS	\$23,700.00	\$28,092.00
500	Final Design	LS	\$75,300.00	\$418,873.00
600	Permits and Property (Tasks 610-620)	LS	\$28,800.00	\$37,446.00
630	Permit Application Fees	NTE	\$3,000.00	\$3,000.00
700	Bidding and Award	LS	\$5,960.00	\$29,114.00
800	Engineering Services During Construction (Tasks 810-850)	LS	\$262,691.00	\$560,046.00
860	Construction Inspection and Testing Services	NTE	\$-	\$-
900	Full Time Construction Inspection	HRLY NTE	\$329,400.00	\$362,340.00
1000	Project Closeout (Tasks 1010-1040)	LS	\$10,160.00	\$98,976.00
1050	Post Construction Services	HRLY NTE	\$-	\$66,230.00
1100	Additional Services	NTE	\$-	\$50,000.00
	Total of Contract		\$792,911.00	\$1,848,321.00
	% of Contract to Subconsultants			42.9%
	% of Contract to Protégé			20.9%

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

EXHIBIT D

APPENDIX - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Palmetto Consulting Engineering Group, Inc. PO Box 991, Chapin, SC 29036 DUNS 13-208-2020 CAGE 3FVE4	V 010653	Engineering Design, Permitting Assistance, & Construction Administration	\$386,611.00	20.9 %	WBE	FB
Michael Baker International 700 Huger Street Columbia, SC 29201 DUNS 080232628 CAGE 7LLC4	V 014424	Resident Construction Representative (RPR)	\$329,400.00	17.8 %	N/A	N/A
Terracon 521 Clemson Road Columbia, SC 29229 DUNS 078681916 CAGE 7GFU8	V 009151	Geotechnical Investigation Services	\$22,500.00	1.2 %	N/A	N/A
Howard Engineering, Inc. P.O. Box 237 Marietta, SC 29661 DUNS 961613825 CAGE 7NMRO	V 011110	Electrical Engineering Services	\$54,400.00	2.9 %	WBE, CDBE	FB
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT \$ 792,911.00

TOTAL CONTRACT AMOUNT: \$ 1,848,321.00

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

Business Name: - Hazen and Sawyer

Representative Name/Title: William H. Orne, Jr., Senior Associate

Date: June 9, 2020

Business Information for Subconsultants/Subcontractors- Continued

Attachment: Final.Agreement.SS7560 - Lower Crane Creek Equalizations Storage (6115 : SS7560 Lower Crane Creek Equalization Storage)

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

Palmetto Consulting Engineering Group, Inc.
Company Name

1416 Chapin Road
Physical Address

PO Box 991
Mailing Address

Chapin, SC 29036
City/State Zip Code + 4

(803) 932-2300 ()
Phone number Fax number

G. Marguerite McClam
Primary Contact Name Secondary Contact Name

mmccclam@pceg.net
Primary Contact Email Address Secondary Contact Email Address

56-2335263 V 010653
Federal ID # Vendor #

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

Michael Baker International
Company Name

700 Huger Street
Physical Address

700 Huger Street
Mailing Address

Columbia, SC 29201
City/State Zip Code + 4

(803) 231-3849 ()
Phone number Fax number

Kyle Crager
Primary Contact Name Secondary Contact Name

Kyle.Crager@mbakerintl.com
Primary Contact Email Address Secondary Contact Email Address

25-1228638 V 014424
Federal ID # Vendor #

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

Terracon
Company Name

521 Clemson Road
Physical Address

521 Clemson Road
Mailing Address

Columbia, SC 29229
City/State Zip Code + 4

(803) 741-9000 ()
Phone number Fax number

Phillip A. Morrison
Primary Contact Name Secondary Contact Name

pamorrison@terracon.com
Primary Contact Email Address Secondary Contact Email Address

42-1249917 V 009151
Federal ID # Vendor #

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

Howard Engineering, Inc.
Company Name

5 River Ridge Road
Physical Address

P.O. Box 237
Mailing Address

Marietta, SC 29661
City/State Zip Code + 4

(864) 836-0440 ()
Phone number Fax number

Amy T. Howard
Primary Contact Name Secondary Contact Name

ahoward@howardengineeringinc.com
Primary Contact Email Address Secondary Contact Email Address

57-1038251 V 011110
Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____

Phone number

(____) _____

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____

Phone number

(____) _____

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 06/10/2020

Total Project Contract Amount: \$1,848,321

Project Name: Lower Crane Creek
Equalization Storage

Mentor Amount: \$1,461,710

Project #: SS7560

Mentor % of Total Contract: 79.1%

Mentor: Hazen

Protégé Amount: \$386,611

Protégé: Palmetto Consulting Engineering
Group, Inc.

Protégé % of Total Contract: 20.9%

Duration of the Project: 38 months

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

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

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

Address contractual relationship, general roles and informal teaming arrangements.

The mentor and protégé will work together as an integrated team. The Mentor will provide oversight and guidance. The protégé will provide project meeting agendas and minutes, project specifications, drafting, coordination of subs, permitting, and assist with onsite compliance observation.

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

The mentor and protégé will gain experience working with one another. This will help strengthen the teaming arrangement to hopefully expand the business partnership on future projects.

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

Performing this work by the protégé will expand the protégé's experience in system permitting, and construction administration. The services provided by the protégé will be an on-call type of service and milestones will be assessed on a case by case basis.



CITY OF COLUMBIA

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

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

Mentor:

- PM/Model Development Leader and Coordinator
- Principal in Charge
- Engineering and Planning Development / Technical Document Development
- Document QC Review

Protégé:

- Drafting
- Specifications
- Project coordination
- Coordination of Subs
- Permitting
- assist with onsite compliance observation

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Howard Engineering	Hazen	Hazen
Terraon	Hazen	Hazen
Michael Baker International	Hazen	Hazen

Special Arrangements:
None needed at this time



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

a. Description of Mentor's responsibilities on project:

The Mentor will provide guidance to overall project, as to what permits will be needed and when on-site observations will be made

b. Description of Protégé responsibilities on project: Provide drafting, permitting, specifications, coordination of Subs, construction observation

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

Coordinate all permitting, drafting, specifications, meetings, etc.

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

The project is anticipated to last approximately 38 months.

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

Monthly progress meeting will be held in the mentor's offices to assess the progress of all team members involved with the project.

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

The protégé will be paid based on monthly invoices submitted by the protégé. The protégé will receive payment within 15 days when payment is received from the City for service rendered.



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Hazen and Sawyer, P.C. (Mentor Firm) this 12th day of June 2020.
Corporate SEAL

By: William H. Orne, Jr.

Title: Senior Associate

Firm Name: Hazen and Sawyer, P.C.

ATTEST:

By: KEVIN M. BAIR

Title: ASSOCIATE

EXECUTED by Palmetto Consulting Engineering Group, Inc. (Protégé Firm) this 12th day of June 2020.

Corporate SEAL

By: G. Marguerite McClam

Title: President

Firm Name: Palmetto Consulting Engineering Group, Inc.

ATTEST:

By: Abbra M. Bouknight

Title: Admin Assistant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 17 day of June 2020.

By: Juliet M. Nelly

Title: Program Compliance Administrator

Exhibit F - Invoicing Procedure

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

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

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

 Company Name

 Signature

 Print Name

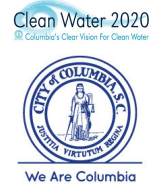
Date: _____

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

 Notary Public



Attachment: SS7560 Location Map (6115 : SS7560 Lower Crane Creek Equalization Storage)



- Sewer Manhole
- Sewer Gravity Mains ($\geq 15"$)
- Sewer Gravity Mains (Active, City)
- Tax Parcel
- CIP Site Location
- Basin Boundary



SS7560 Lower Crane Creek Equalization Storage



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a contract for Project SD8449-01; Gills Creek Debris Removal, as requested by Columbia Water. Award to Hammerhead Utilities, LLC in an amount not to exceed \$1,909,635.00, which includes contingency. This firm is located in Columbia, SC.

REQUISITION NO.: R196334

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Storm Water Improvements Capital Projects (5549999-SD844901-658650). The original budget amount is \$5,832,902.00. The award amount is for \$1,909,635, a savings from the original estimate. The debris removal was focused in the areas that impacted residences and businesses in City limits only. The savings will be used for other stormwater projects.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:
Hammerhead Utilities, LLC, the prime contractor, will be performing debris removal services at 60.39% (\$886,950.00) of the total contract value. This project was bid as a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 20% CDBE goal that was met at 39.61% (\$582,000.00) of the total contract value.

The following sub-contractors will be providing the following services:

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and a CDBE of Lexington, SC, will be providing hauling services at 28.59% (\$420,000.00) of the total contract value.

Hammer Construction, LLC, a Minority Business Enterprise (W) and a CDBE of Columbia, SC, will be providing labor, equipment, and disposal services at 11.02% (\$162,000.00) of the total contract value.

There were five (5) responsive and responsible bids submitted under Bid061-19-20-BF. The total construction time allocated for this project is two hundred seventy (270) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

The project scope of work includes: The removal and disposal of debris within the City limits of Gills Creek as itemized on the bid form and shown on the plans.

Base Bid	\$1,468,950.00
Contingency (30%)	\$ 440,685.00
Total	\$1,909,635.00

ATTACHMENTS:

- Contract approved by Legal (PDF)
- Compliance Memo Gills Creek (PDF)
- OFFICIAL Bid Tabulation (PDF)
- Hammerhead Utilities, LLC BIR form (PDF)

Contract

City of Columbia, South Carolina

CIP # SD8449-01

Gills Creek Debris Removal

Bid #061-19-20-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and HammerHead Utilities, LLC with legal address and principal place of business at 785 Hampton Creek Way, Columbia, SC, 29209, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be on a date to be specified in a written order from the City and to complete the amount of work herein contemplated within two hundred seventy (270) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **One Million Four Hundred Sixty Eight Thousand, Nine Hundred Fifty Dollars and Zero Cents (\$1,468,950.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

Attachment: Contract approved by Legal (6160 : Gills Creek Debris Removal CDBE SD8449-01)

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 20 "Specifications for Sodding, Fertilizing and Seeding" of the City of Columbia's Engineering Regulations and the Columbia Disadvantaged Business Enterprise (CDBE) Policy.

9.2.7 Special Provisions.

9.2.8 Location Maps.

9.2.9 Addenda numbers 1 to 4, inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Left Intentionally Blank

Contractor

Owner

City of Columbia, SC

BY

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

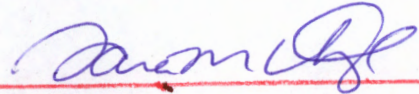
Columbia, SC 29201

Date: _____

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Attachment: Contract approved by Legal (6160 : Gills Creek Debris Removal CDBE SD8449-01)



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

FROM: Brenda Faison, Contract Specialist II
Department of Procurement and Contracts

DATE: August 3, 2020

SUBJECT: PROJECT: BID061-19-20-BF – Gills Creek Debris Removal (SD8449-01)

Bids for this project were opened publicly at 11:00 A.M., July 29, 2020.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent low bidder is Hammerhead Utilities LLC, Columbia, SC at \$1,468,950.00.

Please review for Columbia Disadvantaged Business Enterprise Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: Juliet M. Nelly **DATE:** 08/03/2020
Juliet Nelly, Compliance Administrator

Attachment: Compliance Memo Gills Creek (6160 : Gills Creek Debris Removal CDBE SD8449-01)

Event Number	061-19-20-BF Addendum 4	Organization	City of Columbia, SC
Event Title	Gills Creek Debris Removal	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Brenda Faison
Event Type	IFBs	Email	brenda.faison@columbiasc.gov
Issue Date	6/30/2020 04:33:07 PM (ET)	Phone	
Close Date	7/29/2020 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
HammerHead Utilites, LLC	Columbia	SC	7/29/2020 10:57:11 AM (ET)	1	\$1,468,950.00
North American Pipeline Management, Inc.	Marietta	GA	7/28/2020 05:40:48 PM (ET)	1	\$1,878,000.00
mcclam & associates inc	little mountain	SC	7/29/2020 10:30:33 AM (ET)	1	\$2,035,000.00
L-J, Inc.	Cayce	SC	7/29/2020 09:59:23 AM (ET)	1	\$3,206,975.00
Wiley Easton Contruction Co., Inc.	Lexington	SC	7/29/2020 10:04:00 AM (ET)	1	\$5,855,000.00

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

OFFICIAL BID TABULATION

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
LA Barrier	U000047	Hauling	420,000	28.59 %	DBE	IV, 6
Hammer Construction, LLC	U012933	Labn, Equip, Disposal	162,000	11.02 %	WBE/ MBE	VI, 6
				%		
				%		
				%		

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 \$ 582,000TOTAL CONTRACT AMOUNT: \$ 1468,950

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

Business Name: Hammerhead Utilities LLCRepresentative Name/Title: Leah Hammarick, Vice PresDate: 7/20/2020

Attachment: Hammerhead Utilities, LLC BIR form (6160 : Gills Creek Debris Removal CDBE SD8449-01)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Final Renewal for CDBG-DR Services and Extension of terms only for the Disaster Recovery Program Management Contract, as requested by the Budget and Program Management Office. Award to Landmark Consulting, LLC, a Minority Business Enterprise, in the amount of \$2,448,774.48. This firm is located in Columbia, SC.

REQUISITION NO.: R206897

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Flood Recovery (2531116) and will be charged to each grant according to the services provided. The original budget amount is \$2,448,774.48.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Staff has negotiated a combined services fee not to exceed \$2,448,774.48 for the specified needs included in the agreement for the final renewal period through December 31, 2020 and the first year of the extended contract period of January 1, 2021 through December 31, 2021.

CDBG-DR Services through September 30, 2020	\$1,240,538.69
FEMA Disaster Recovery Services through December 31, 2020	\$ 561,947.06
<i>Total for Renewal Period</i>	<u>\$1,802,485.75</u>
FEMA Disaster Recovery Services January 1, 2021 to December 31, 2021- <i>First Year Ext.</i>	<u>\$ 646,288.72</u>
Total Renewal Period & Extension	<u>\$2,448,774.48</u>

Landmark's staffing plan and associated costs are attached. Funding for this contract as allowed primarily through the FEMA Public Assistance Program, CDBG-DR (through September 30, 2020) and FEMA Hazard Mitigation Grant Program. This contract is charged to account 2531116 and multiple grant accounts according to the services provided for each program.

The final renewal period will conclude the CDBG-DR services portion of the contract. The

disaster recovery program management services portion of the final renewal and extended services agreement supports the City's continuation of the FEMA associated grant programs to include FEMA Public Assistant (FEMA PA) reimbursement process related to repairs to City infrastructure; the Hazard Grant Mitigation Program (HGMP); grant application development and support of Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) grant programs.

The professional services associated with this agreement include: Disaster Recovery Project Management, Post Disaster Consulting/Grants, Grant Management and Administration, Financial and Grant Management Support, Data Management and Reporting Support, Disaster Recovery Engineering Related Services Support, and Disaster Recovery Procurement and Contracts Support Services. Other than the Canal, FEMA PA work for repairs to city infrastructure will soon be completed. The remaining tasks will include the grant close out process.

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

ATTACHMENTS:

- 2020 Disaster Recovery Program Renewal Council memo (PDF)
- Landmark Services-Jan 2020-Dec 2021 (PDF)
- APPROVED Landmark Final Renewal CDBG DR FEMA Extension REVISED 20200825 (PDF)

HISTORY:

08/18/20

Columbia City Council

DEFERRED



CITY OF COLUMBIA
Budget & Program Management Office
INTEROFFICE MEMORANDUM

TO: Teresa Wilson, City Manager **DATE:** 8/26/2020

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

RE: Disaster Recovery Program Management Contract Final Renewal and Extension

We are requesting City Council approval of Final Renewal for CDBG-DR Services and Extension of Terms only for the Disaster Recovery Program Management Services with Landmark Consulting, LLC. Staff has negotiated a combined services fee not to exceed \$2,448,774.48 for the specified needs included in the agreement for the final renewal period through December 31, 2020 and the first year of the extended contract period of January 1, 2021 through December 31, 2021.

CDBG-DR Services through September 30, 2020	\$1,240,538.69
FEMA Disaster Recovery Services through December 31, 2020	\$ 561,947.06
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 Total Renewal Period & Extension	 \$2,448,774.48

Landmark's staffing plan and associated costs are attached. Funding for this contract is allowed primarily through the FEMA Public Assistance Program, CDBG-DR (through September 30, 2020) and FEMA Hazard Mitigation Grant Program. This contract is charged to account 2531116 and multiple grant accounts according to the services provided for each program.

The final renewal period will conclude the CDBG-DR services portion of the contract. The disaster recovery program management services portion of the final renewal and extended services agreement supports the City's continuation of the FEMA associated grant programs to include FEMA Public Assistance (FEMA PA) reimbursement process related to repairs to City infrastructure; the Hazard Grant Mitigation Program (HGMP); grant application development and support of Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) grant programs.

The professional services associated with this agreement include: Disaster Recovery Project Management, Post Disaster Consulting/Grants, Grant Management and Administration, Financial and Grant Management Support, Data Management and Reporting Support, Disaster Recovery Engineering Related Services Support, and Disaster Recovery Procurement and Contracts Support Services. Other than the Canal, FEMA PA work for repairs to city infrastructure will soon be completed. The remaining tasks will include the grant close out process.

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



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

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

Dear Ms. Caughman,

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

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

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

Sincerely,

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

Keely C. Thibodeaux, AIA, PMP
Principal

Cc: Eric Cassell

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

	Role/Position	Billable Rate
CDBG-DR, FEMA	Program Executive	\$ 225.00
CDBG-DR, FEMA	Budget / Reporting	\$ 165.00
CDBG-DR, FEMA	Document Control	\$ 75.00
CDBG-DR, FEMA	Controls and Reporting	\$ 165.00
CDBG-DR	Deputy Program Manager - Compliance	\$ 155.00
CDBG-DR	Compliance QA/QC	\$ 115.00
FEMA	Compliance Manager II	\$ 155.00
FEMA	Sr. Project Manager	\$ 175.00
FEMA	Engineering Support	\$ 200.00
FEMA	Compliance Manager III	\$ 155.00
CDBG-DR	Subject Matter Expert - Policy	\$ 160.00
CDBG-DR	Subject Matter Expert - Process and Procedures	\$ 115.00
CDBG-DR	Inspector III	\$ 120.00
CDBG-DR	Inspector III	\$ 115.00
CDBG-DR	Inspector III	\$ 125.00
CDBG-DR	Project Coordinator I - CDBG	\$ 90.00
CDBG-DR	Environmental QA/QC	\$ 115.00
CDBG-DR	Deputy Program Manager - Construction Manager	\$ 135.00
CDBG-DR	Case Manager	\$ 100.00
Labor Cost		\$ 2,336,612.22
Expense Cost		
	Travel, operating supplies	\$ -
Project contingency		\$ 112,162.26
Total 2020 - 21 Staffing Plan		<u>\$2,448,774.48</u>

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

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

W I T N E S S E T H:

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

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

WHEREAS, the City and Consultant mutually desire to further renew and amend said agreement; NOW, THEREFORE,

IT IS HEREBY AGREED, for and in consideration which is hereby acknowledged, the Agreement is renewed for the period of October 1, 2020 through December 31, 2020, and shall be the Second Renewal Option term and shall be the Final Renewal for the Community Development Block Grant Disaster Recovery (CDBG-DR) portion of the Agreement. The term from December 16, 2018 through September 30, 2020, including all amendments, is hereby deemed to be the First Renewal Option term. Instructions for services to be performed will be issued by the City through specific Task Orders to Consultant.

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

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

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

WITNESSES:

CITY OF COLUMBIA

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

LANDMARK CONSULTING, LLC

BY: _____
Keely C. Thibodeaux
ITS: Principal
Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

8/25/2020



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7539; Major Sewer Pipe Rehabilitation Cured-in-Place Project (CIPP) and Spray Applied Geopolymer Project, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$3,735,445.00. The firm is located in Columbia, SC.

REQUISITION NO.: R205424

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Project (5529999-SS753901-658650). The original budget amount is \$3,735,445.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Black & Veatch Corporation of Columbia, SC is the Mentor and will provide design, permitting, bidding assistance, and construction phase services at 77.3% (\$2,885,895.00) of the total contract amount. Highfill Infrastructure Engineering, PC, a Small Business Enterprise (SBE) of Columbia, SC, is the Protégé and will provide design, field reconnaissance, regulatory review, utility coordination, permitting construction observation, and management of sub-consultants services at 21.2% (\$794,550.00) of the total contract amount.

The following sub consultant will provide additional services:

Bunnell-Lammons Engineering of Greenville, SC will provide geotechnical exploration services at 1.5% (\$55,000.00) of the contract value.

There were (20) responses to solicitation RFQ011-16-17-NMJ Major/Minor Wastewater Collection System Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 900 - Full Time Construction Inspection

Task 1000 - Project Closeout

Task 1100 - Additional Services

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

ATTACHMENTS:

- Final.Agreement.SS7539MajorSewerPipeRehabCIPP&SprayAppliedGeopolymerProjects.Black&Veatch (PDF)
- SS7539 Location Map (PDF)

Black & Veatch Corporation

Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Project-SS7539



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ Major and Minor Wastewater Collection System Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation (hereinafter referred to as the "Consultant"), to provide technical consulting and engineering services to the City of Columbia.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

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

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term of five (5) years, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Three Million, Seven Hundred Thirty-Five Thousand, Four Hundred Forty-Five Dollars and 00/100 (\$3,735,445.00).

 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

 - C. Invoicing Procedure (See Exhibit F)

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

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delay of payment of the invoice.

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

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

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contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>21.2</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)–

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 21.2%.

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

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

8. INDEMNIFICATION & INSURANCE

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

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

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000)

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dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured except for Worker's Compensation and Professional Liability*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages to the extent caused by the negligence of the Consultant, it's Subconsultants, officers, agents and employees in the performance of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, civil and criminal fines and penalties, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.
- D. The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice,

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shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

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

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provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

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

11. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
 The Consultant is expected to make Consultants services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
 - A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

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

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

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

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

City of Columbia

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

Black & Veatch Corporation

Name: Robert Osborne
 Title: Project Manager
 Address: 1411 Gervais Street, Suite 125
 Columbia, SC 29201
 Phone: (864) 254-0624
 Fax: N/A
 Email: osborneRR@bv.com

16. **CONSENT DECREE**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent

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Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The

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Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Project-SS7539

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

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

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.

Black & Veatch Corporation

Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Project-SS7539

- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to

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- employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall incorporate these non-discrimination requirements in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Project-SS7539

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness	Teresa Wilson, City Manager	Date: _____
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Black & Veatch Corporation		
Print: Name/Title	Signature	Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

8/10/20

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Black & Veatch Corporation
Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Project-SS7539

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Program Implementation Program

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7539 **Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Projects**

The services performed as a part of this Scope of Services include providing technical consulting support to the City of Columbia (CITY) for the major sewer pipe cured in place pipe (CIPP) and major sewer pipe spray applied geopolymer rehabilitation projects, including engineering services during detailed design and construction for the project.

On October 2018, the Major Pipelines and Manhole Rehabilitation Project (SS7453) was developed under the Clean Water 2020 (CW2020) program to recommend projects for the rehabilitation of selected pipeline segments and manholes. This was a part of an effort to establish projects for the City of Columbia's Infrastructure Rehabilitation Report (IRR) under the Environmental Protection Agency's Consent Decree. The Project (SS7453) culminated into development of five separate projects and their respective Preliminary Design Reports (PDR). The PDR for the *Cured-In-Place Pipe Rehabilitation Project Preliminary Design Report* and the *Spray Applied Geopolymer Rehabilitation Project Preliminary Design Report* were submitted to CW2020 in November 2019 as two of those projects.

Major Sewer Pipe Rehabilitation CIPP Project

The Major Sewer Pipe Rehabilitation Cured-In-Place (CIPP) project consists of approximately 73,159 linear feet of pipeline segments and 17 manholes that are connected to or within 300 feet of the pipelines included in Phase 1. Total linear feet and number of manholes were confirmed using City geographic information system (GIS) data on January 8, 2020. There are 14 segments in the CIPP project that are a part of IRR Group 2 and must be completed within the mandated schedule of 5 years from the approval of the IRR. The IRR was submitted November 22, 2019 to EPA. To date it has not been approved, but for the purpose of the scope it is assumed to be approved on the date it was submitted to EPA. Therefore, rehabilitation of these 14 segments must be completed by November 2024. The remaining segments and manholes are a part of IRR Group 3 and must be completed within the mandated schedule of 7 years after IRR approval. Therefore, rehabilitation of the remaining Group 3 segments must be complete by November 2026. To avoid penalties imposed by the EPA that will be passed on to the contractors, the work and schedule must be developed accordingly to ensure that the work is completed on time.

The Major Sewer Pipe Rehabilitation CIPP Project consists of 24 separate "groups" located throughout each of the eight sub-basins within the City as shown in Table 1. The pipe diameters range from 15-inch to 54-inch and the pipe materials include vitrified clay pipe (VCP), polyvinyl chloride (PVC) pipe, reinforced concrete pipe (RCP), and ductile/cast iron pipe (DIP). Included in Task 500 is the work to evaluate potential for alternative methods. The PDR identified CIPP

as the recommended method for rehabilitation but during design, additional information may identify access issues, defect conditions, or other information that alternative methods may be better suited for those segments. The PDR identified 11 segments shown in Table 2, approximately 3,000 feet, that because of the location or proximity to structures, will require relocation and not rehabilitation. The list of segments may vary during the design process. The scope includes removal and relocation of segments identified in Table 2.

Table 1 Project Groups

Project Groups	Diameter (in)	Total Length (LF)
Blaine Street	30	417
Broad River Road	18	395
Bush River Road	12	168
	15	4,760
	18	338
	27	267
Canal Inlet	15	1,403
	18	402
	36	220
Capitol City Park	15	1,642
Forest Drive	15	211
	18	1,960
Gibson Street	15	4,726
Granby Lane	15	298
Harden Street	15	1,033
	18	182
Harden Street Extension	15	5,449
	24	229
Highway 277 & Farrow Road	15	1,470
	18	3,255
	24	616
Hunters Blind Drive	15	517
I-20 & North Main Street	21	1,364
Lester Bates Park	18	9,616

Project Groups	Diameter (in)	Total Length (LF)
Lincoln Street	15	2,520
	18	1,626
	20	126
	21	493
Olympia Mills	15	988
	18	595
Piney Grove Road	15	137
Riverbanks Zoo	15	4,202
	18	216
	30	965
	36	624
Riverside Golf Course	30	604
South Beltline	18	1,258
	24	634
	30	18
	42	2,224
Summerlea Drive	48	1,817
	15	5,557
	36	354
Sun View Lake	15	3,153
	18	3,084
Whitehall	30	147
Williams Street	54	879

Table 2 - Segments for Remove and Relocation

Facility ID	Diameter (in)	Length (LF)	Classification	Project Group
15524MH_15845MH	15	220	High Priority	Canal Inlet
15844MH_15848MH	15	461	High Priority	Canal Inlet
15845MH_15844MH	15	397	High Priority	Canal Inlet
05482MH_05478MH	15	438	High Priority	Capitol City Park
27488MH_27487MH	18	379	High Priority	Forest Drive
15279MH_15387MH	15	189	Other	Gibson Street

Facility ID	Diameter (in)	Length (LF)	Classification	Project Group
15286MH_15250MH	15	307	High Priority	Gibson Street
27458MH_27457MH	15	277	High Priority	Harden Street
14431MH_14432MH	15	101	High Priority	Olympia Mills
24325MH_24326MH	48	167	High Priority	South Beltline
23187MH_33731MH	15	88	Other	Summerlea Drive

The general location of the project is shown in Figure No. 1 below. The purpose of the project is to assist the City with obtaining easements, perform engineering and design services for permitting, bidding, and construction of sewer rehabilitation using cured in place pipe (CIPP) for 73,159 LF of sewer and 17 manholes.

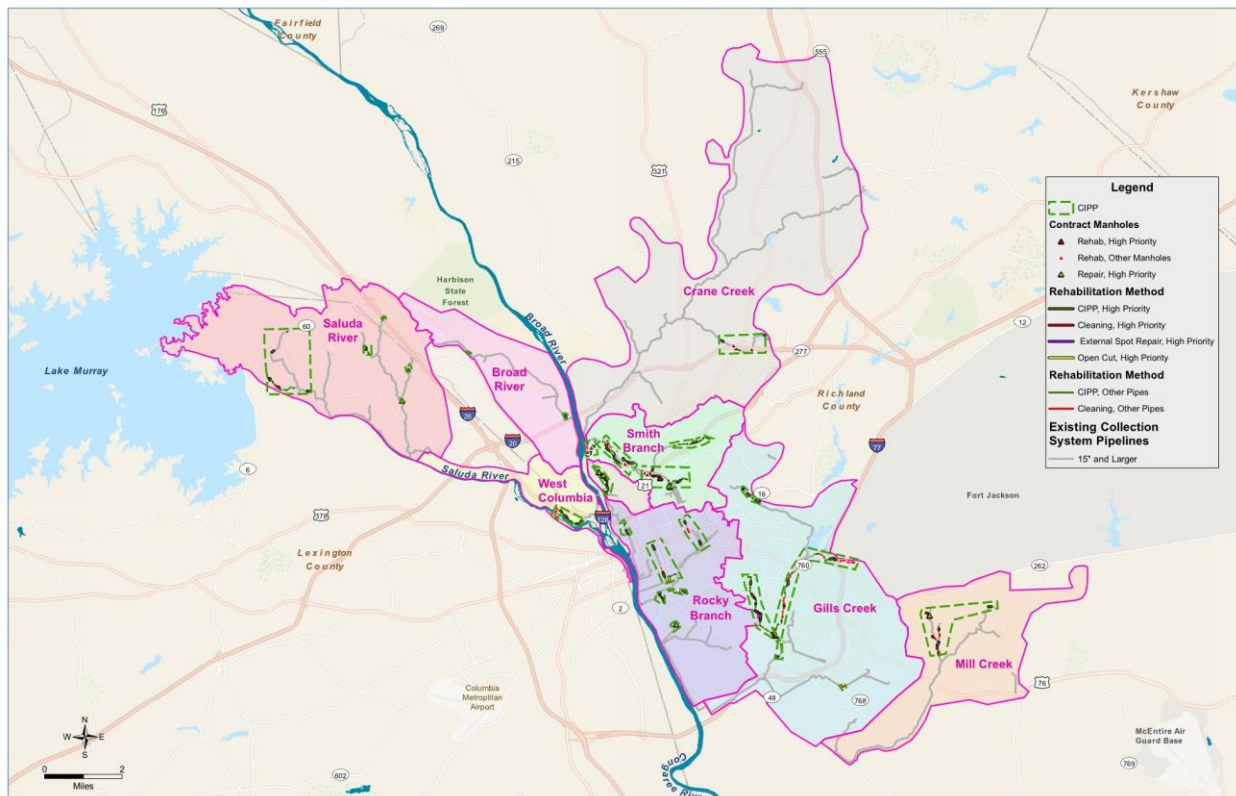


Figure 1 - CIPP Project Locations

In general, Black & Veatch Corporation (Consultant) will provide the following scope of services:

- Public Outreach Assistance
- Easement Acquisition Assistance
- Engineering Services During Detailed Design, Permitting, Bidding, and Construction

- Construction Administration services during construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Infrastructure Engineering (HIE) as our Protégé.

Major Sewer Pipe Spray Applied Geopolymer Project

The Major Sewer Pipe Spray Applied Geopolymer Project consists of 5,843 linear feet of 42-inch to 54-inch RCP pipe identified to be rehabilitated and 5,425 linear feet of pipe identified to be cleaned only included in Phase 1 as identified in the PDR. The project consists of two separate pipeline “groups” identified in the PDR. The Grist Mill group is located in the West Columbia basin as shown in Figure 2 and Figure 3. All pipe not marked as Phase 2 is included in Phase 1 and included in this scope of services. The Grist Mill group also includes the cleaning only segments shown in Figure 2. The I-77 & Bluff Road group consists of two separate segments located in the Gills Creek basin as shown in Figure 4.

The project includes 2,167 linear feet of High Priority pipeline segments that are in the IRR Group 3 and work must be completed by November 2026. The Geopolymer project includes an additional 3,676 linear feet of “Other” pipeline segments to be rehabilitated. Additionally, 21 manholes associated with the rehabilitation segments have been included in the project to evaluate the effectiveness of geopolymer as a manhole rehabilitation method.

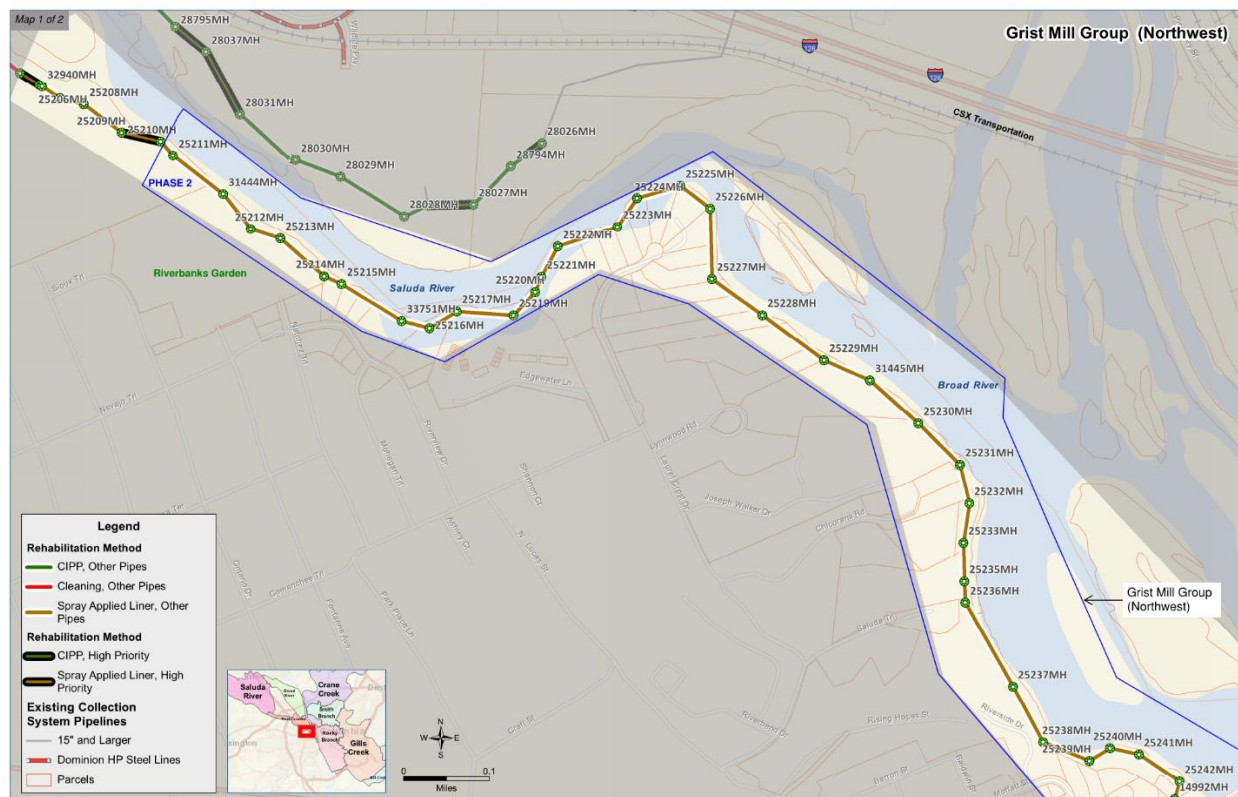
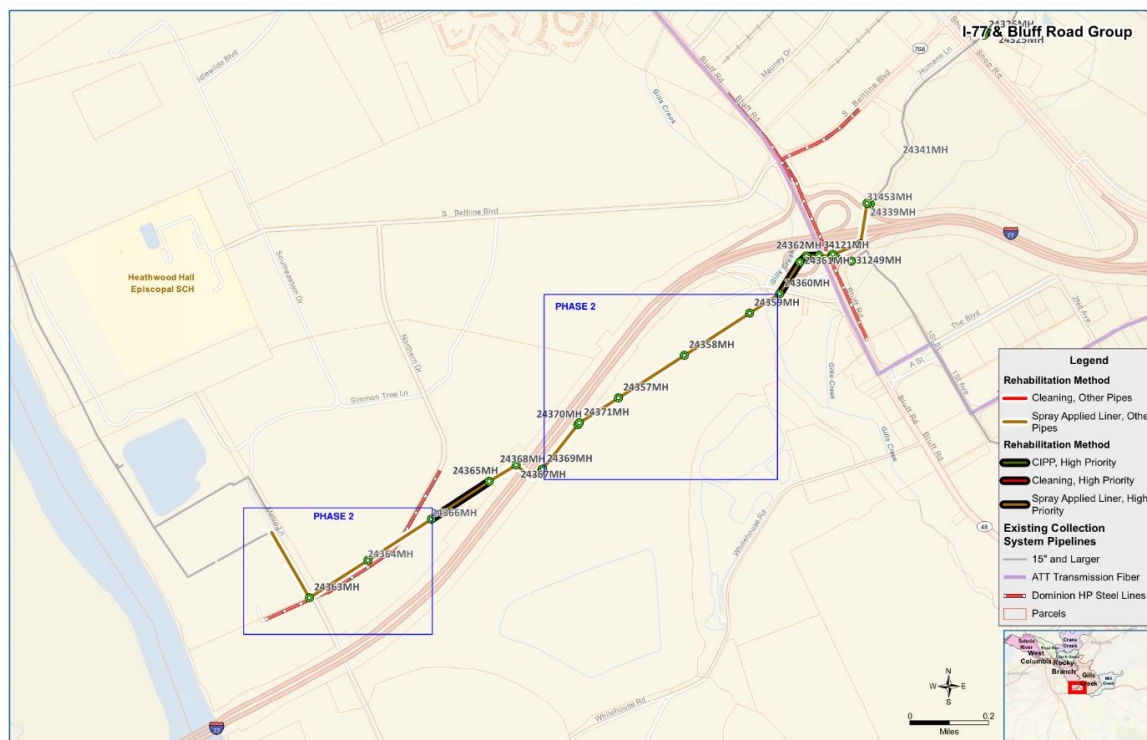
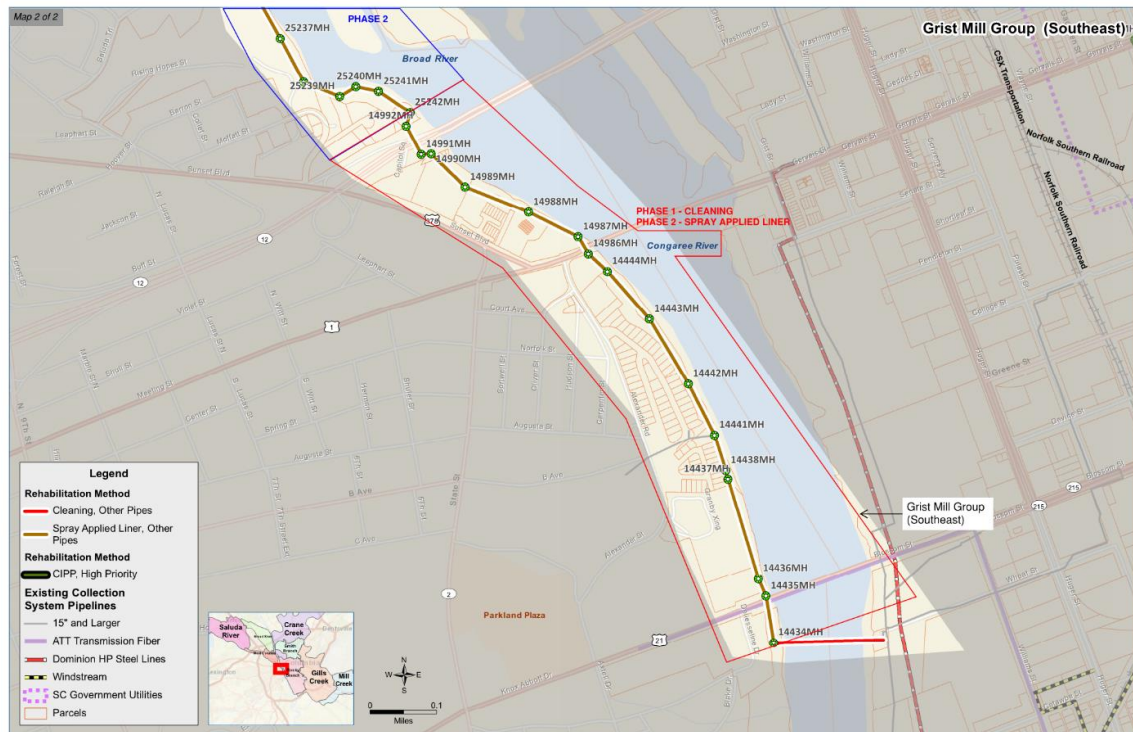


Figure 2 - Grist Mill Group Northwest



In general, Black & Veatch Corporation (Consultant) will provide the following scope of services:

- Public Outreach Assistance
- Easement Acquisition Assistance
- Engineering Services During Detailed Design, Permitting, Bidding, and Construction
- Construction Administration services during construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Infrastructure Engineering (HIE) as our Protégé.

TASK 100 – Evaluation and Project Administration

110.1 General Project Administration - CIPP

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact through CW2020 and the CITY's staff throughout the project.
- For Tasks 100 through Tasks 700, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule will be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule will be created and updated not less than monthly in MS Project. The initial detailed project schedule will be reviewed by the CITY before proceeding with the Scope of Service. The schedule will begin based on the date on the Notice to Proceed and will use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval will be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Submit and load to SharePoint a Work Summary spreadsheet that the CITY will use to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and

subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.

- Terminate Project Administration at the completion of Task 700.

110.2 General Project Administration – Spray Applied Geopolymer

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact through CW2020 and the CITY's staff throughout the project.
- For Tasks 100 through Tasks 700, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule will be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule will be created and updated not less than monthly in MS Project. The initial detailed project schedule will be reviewed by the CITY before proceeding with the Scope of Service. The schedule will begin based on the date on the Notice to Proceed and will use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval will be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Submit and load to SharePoint a Work Summary spreadsheet that the CITY will use to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 700.

120.1 Coordination Meetings - CIPP

Throughout design of the project, Consultant will maintain regular contact through the CW2020 and CITY's staff. Meetings include:

- A kickoff meeting at the beginning of the project to review the schedule, establish communication protocols, and address and establish any design alternative concepts for the CIPP project.

- Monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 700. A total of twelve (12) monthly progress meetings are included for the Major Sewer Pipe Rehabilitation CIPP Project. It is assumed that these meetings will occur on the same day as the Spray Applied Geopolymer Project's monthly meetings. The Consultant will issue meeting minutes for each meeting.
- During Task 500, the Consultant will hold a design review meeting at the 60-percent, 90-percent design, and final design completion milestones. Design review meetings may be held concurrently with monthly progress meetings. At the project milestones (60-percent, 90-percent, and final design), the Consultant will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. It is assumed that one set of consolidated comments will be received from the City for each deliverable (60-percent, 90-percent, and final design). Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four (4) sets of design and construction documents will be delivered for each submittal (60-percent, 90-percent, final, and bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be used by the CITY's review team during the 60- and 90-percent design review meetings. A copy of these checklists will be provided to Consultant by the CITY.
- This Scope includes three (3) additional coordination meetings to discuss issues during detailed design, modifications to City standards, and design alternatives if CIPP does not appear feasible.
- The Consultant will attend one (1) Pre-Bid Meeting for the CIPP project (Task 710).

120.2 Coordination Meetings – Spray Applied Geopolymer

Throughout design of the project, Consultant will maintain regular contact through the CW2020 and CITY's staff. Meetings include:

- A kickoff meeting at the beginning of the project to review the schedule, establish communication protocols, and address and establish any design alternative concepts for the Spray Applied Geopolymer project.
- Monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 700. A total of twelve (12) monthly progress meetings are included for the Major Sewer Pipe Spray Applied Geopolymer Project. It is assumed that these meetings will occur on the same day as the

Major Sewer Pipe Rehabilitation CIPP Project's monthly meetings. The Consultant will issue meeting minutes for each meeting.

- During Task 500, the Consultant will hold a design review meeting at the 60-percent, 90-percent design, and final design completion milestones. Design review meetings may be held concurrently with monthly progress meetings. At the project milestones (60-percent, 90-percent, and final design), the Consultant will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. It is assumed that one set of consolidated comments will be received from the City for each deliverable (60-percent, 90-percent, and final design). Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four (4) sets of design and construction documents will be delivered for each submittal (60-percent, 90-percent, final, and bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be used by the CITY's review team during the 60- and 90-percent design review meetings. A copy of these checklists will be provided to Consultant by the CITY.
- This Scope includes two (2) additional coordination meetings to discuss issues during detailed design, modifications to City standards, and design alternatives if spray applied geopolymer does not appear feasible.
- The Consultant will attend one (1) Pre-Bid Meeting for the Spray Applied Geopolymer project (Task 710).

130.1 Project Management & Coordination with the CITY - CIPP

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.

- Consultant will conduct coordination and progress meetings as outlined in Task 120 of this Scope of Services.

130.2 Project Management & Coordination with the CITY – Spray Applied Geopolymer

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination and progress meetings as outlined in Task 120 of this Scope of Services.

140.1 Public Outreach - CIPP

Consultant will provide public relations support for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the design phase of the project. Consultant will attend, at a minimum, twenty-one (21) public meetings with property owners and key stake holders within the project areas that will occur at approximately the 60-percent design milestone (Task 260). Consultant will prepare design technical documents and materials for the meetings, including draft design plans. Consultant will also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
- Consultant will prepare all displays and handouts needed for the meeting(s).
- Consultant assumes only South Carolina staff will be present at the public outreach meetings.

140.2 Public Outreach – Spray Applied Geopolymer

Consultant will provide public relations support for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the design phase of the project. Consultant will attend, at a minimum, three (3) public meetings with property owners and key stake holders within the project areas that will occur at approximately the 60-percent design milestone (Task 260). Consultant will prepare design technical documents and materials for the meeting, including draft design plans. Consultant will also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
- Consultant will prepare all displays and handouts needed for the meeting(s).
- Consultant assumes only South Carolina staff will be present at public outreach meetings.

150.1 Mentor-Protégé Program - CIPP

Consultant and Highfill Infrastructure Engineering (HIE) will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with HIE.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

150.2 Mentor-Protégé Program – Spray Applied Geopolymer

Consultant and Highfill Infrastructure Engineering (HIE) will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with HIE.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.

- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

Task 100 Deliverables:

- Monthly Progress Reports for CIPP Project
- Monthly Progress Reports for Spray Applied Geopolymer Project
- Updated Monthly Project Schedule for CIPP Project
- Updated Monthly Project Schedule for Spray Applied Geopolymer Project
- Meeting Minutes for Monthly Progress Meetings, Coordination Meetings, and Design Review Meetings for CIPP Project
- Meeting Minutes for Monthly Progress Meetings, Coordination Meetings, and Design Review Meetings for Spray Applied Geopolymer Project
- Public Outreach Mailers, Materials, Displays, and Handouts for Meetings for CIPP Project
- Public Outreach Mailers, Materials, Displays, and Handouts for Meetings for Spray Applied Geopolymer Project
- Quarterly Report Form for Mentor-Protégé Program
- Monthly Invoices

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

Preliminary efforts under task 200 are intended to be confirmation of information provided in SS7453 PDRs.

210.1 General Data Collection, Field Recon and Coordination - CIPP

- Consultant will coordinate with the CITY to obtain the most recent existing sanitary sewer GIS data in the project area and review with CITY staff to verify accuracy.
- Consultant will obtain the most recent county tax map records identifying property potentially affected by the project.
- Consultant will obtain the most recent SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact utilities in the area that can be determined from field observation for mapping and location information that may impact construction of the proposed sewer rehabilitation.
- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information for the base map of the contract drawings.
- Field Reconnaissance:

- Field reconnaissance may be conducted to confirm access for construction. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the construction access.
- Based on observations Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance for possible alternatives to the proposed construction method if CIPP or segments identified in Table 2 are currently not feasible or desired by the CITY in cases such as locations where a structure is encroaching on the easement or is located over the pipeline. Consultant will present alternative designs to the CITY for review including potential relocations during monthly progress or coordination meetings included in Task 100. During the the monthly progress or coordination meeting, the CITY and Consultant will agree upon the selected design alternative. This must be completed before advancing to final design (by 60% design).

210.2 General Data Collection, Field Recon and Coordination – Spray Applied Geopolymer

- Consultant will coordinate with the CITY to obtain the most recent existing sanitary sewer GIS data in the project area and review with CITY staff to verify accuracy.
- Consultant will obtain the most recent county tax map records identifying property potentially affected by the project.
- Consultant will obtain the most recent SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact utilities in the area that can be determined from field observation for mapping and location information that may impact construction of the proposed sewer rehabilitation.
- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information for the base map of the contract drawings.
- Field Reconnaissance:
 - Field reconnaissance may be conducted to confirm access for construction. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the construction access.
 - Consultant will meet with spray applied geopolymer manufacturers/installers onsite to review project. This scope assumes one (1) site visit will be conducted with lining manufacturers.
 - Based on observations Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance for possible alternatives to the proposed construction method if Spray Applied Geopolymer are currently not feasible or desired by the CITY in cases

such as locations where a structure is encroaching on the easement or is located over the pipeline. Consultant will present alternative designs to the CITY for review during monthly progress or coordination meetings included in Task 100. During the the monthly progress or coordination meeting, the CITY and Consultant will agree upon the selected design alternative. This must be completed before advancing to final design (by 60% design).

220.1 Preliminary Agency Coordination and Meetings - CIPP

- Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

220.2 Preliminary Agency Coordination and Meetings – Spray Applied Geopolymer

- Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

230.1 Preliminary Utility Coordination and Meetings - CIPP

- Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the contract drawings.

230.2 Preliminary Utility Coordination and Meetings – Spray Applied Geopolymer

- Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the contract drawings.

240.1 Design Criteria - CIPP

- The Major Sewer Pipe Rehabilitation CIPP Project will be designed in accordance with the criteria included in the Cured In Place Pipe Rehabilitation Project Preliminary Design Report by Black & Veatch, dated November 22, 2019.
- Consultant will provide design criteria for the proposed sewer bypass pumping system based on available information provided by the City.

- Consultant will provide rehabilitation design criteria in the bidding documents to address defects identified during construction for segments that have been identified as clean only.
- Consultant will design the rehabilitation of the pipelines with CIPP in accordance with SCDHEC regulations, site specific conditions, the CITY standards, permitting requirements, and standard civil engineering practices.

240.2 Design Criteria – Spray Applied Geopolymer

- The Major Sewer Pipe Rehabilitation Spray Applied Geopolymer Project will be designed in accordance with the criteria included in the revised Spray Applied Geopolymer Project Preliminary Design Report by Black & Veatch, dated December 6, 2019.
- Consultant will provide design criteria for the proposed sewer bypass pumping system based on available information provided by the City. Consultant will provide rehabilitation design criteria in the bidding documents to address defects identified during construction for segments that have been identified as clean only.
- Consultant will design the rehabilitation of the pipelines with Spray Applied Geopolymer in accordance with SCDHEC regulations, site specific conditions, the CITY standards, permitting requirements, and standard civil engineering practices.

TASK 300 – Survey and Utility Mapping

Survey to identify easements and other field investigations for the Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Projects will be conducted in support of plans preparation and final design.

310.1 Field Survey - CIPP

- Consultant will coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying will be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum will be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum will be: NAVD 88
- The surveyor will complete field surveying within the project area. All relevant visual or physical features within the project area will be surveyed including tree and bush lines, rock outcroppings, structures, geotechnical bore locations, existing sanitary sewer manholes (top of lid and inverts for all manholes identified by Consultant), property boundaries, and other existing utilities and conditions sufficient for engineering design will be included in field survey files. consultant's surveyor will recover existing horizontal control monuments

and establish GPS control points within the project area. Surveyor will recover existing vertical control points. Temporary benchmarks (TBMs) will be established within the project area. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings within the project area.

- Consultant's surveyor will include flagged wetland boundaries in the electronic file and survey drawings. Delineated wetland boundaries will be identified in the jurisdictional determination provided by Consultant.
- Consultant's surveyor will locate both horizontally and vertically (where appropriate) within the project area, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all grand trees of sufficient size (hardwoods > 24"; pine > 30"; and ornamentals > 10") that require protection according to applicable sections of Richland County's and/or Lexington County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- Consultant's surveyor will include in the survey all underground utilities as identified and marked in the field by the local utility locating service. This will include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- Consultant's surveyor will include all State and County ROWs and any existing utility easements within the project limits will be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information will be included in the electronic file and survey drawings.
- The Consultant will determine the necessary project area boundary to be surveyed for each project group. For the Major Sewer Pipe Rehabilitation CIPP project the project corridor includes all surveying required to produce the easement exhibits, design documents for each project group, and permitting documents included in the Scope of Services. Where the existing sanitary sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for construction phase. Where the existing sanitary sewer is within the

road right-of-way, the adjacent property owners and their parcel sidelines will be mapped.

- From the survey data, the surveyor will prepare final electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation. Electronic survey files will be provided in AutoCAD 2016.

310.2 Field Survey – Spray Applied Geopolymer

- Consultant will coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying will be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum will be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum will be: NAVD 88
- The surveyor will complete field surveying within the project area. All relevant visual or physical features within the project area will be surveyed including tree and bush lines, rock outcroppings, structures, geotechnical bore locations, existing sanitary sewer manholes (top of lid and inverts for all manholes identified by Consultant), property boundaries, and other existing utilities and conditions sufficient for engineering design will be included in field survey files. consultant's surveyor will recover existing horizontal control monuments and establish GPS control points within the project area. Surveyor will recover existing vertical control points. Temporary benchmarks (TBMs) will be established within the project area. consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings within the project area.
- Consultant's surveyor will include flagged wetland boundaries in the electronic file and survey drawings. Delineated wetland boundaries will be identified in the jurisdictional determination provided by Consultant.
- Consultant's surveyor will locate both horizontally and vertically (where appropriate) within the project area, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all grand trees of sufficient size (hardwoods > 24"; pine > 30"; and ornamentals > 10") that require protection according to applicable sections of Richland County's and/or Lexington County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.

- Consultant's surveyor will include in the survey all underground utilities as identified and marked in the field by the local utility locating service. This will include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- Consultant's surveyor will include all State and County ROWs and any existing utility easements within the project limits will be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information will be included in the electronic file and survey drawings.
- The Consultant will determine the necessary project area boundary to be surveyed for each project group. For the Major Sewer Pipe Spray Applied Geopolymer the project corridor includes all surveying required to produce the easement exhibits, design documents for each project group, and permitting documents included in the Scope of Services. Where the existing sanitary sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for construction phase. Where the existing sanitary sewer is within the road right-of-way, the adjacent property owners and their parcel sidelines will be mapped.
- From the survey data, the surveyor will prepare final electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation. Electronic survey files will be provided in AutoCAD 2016.

320.1 Property Research and Easement Exhibits - CIPP

- In consultation with CITY, the subconsultant's surveyor will survey, research, and prepare all easement exhibits for all required permanent and temporary easements that will be required to construct the proposed Major Sewer Pipe Rehabilitation CIPP Project. Exhibits will be prepared in accordance with the standards of the CITY for recording. For the Major Sewer Pipe Rehabilitation CIPP Project only, there are seventeen (17) anticipated permanent easements which are listed in Attachment A. Easement work will begin during detailed design and be provided to the CITY by the sixty-percent (60-percent) completion milestone. An amendment will be issued if additional easement exhibits are required.
- In addition to the seventeen (17) anticipated permanent easements required for the Major Sewer Pipe Rehabilitation CIPP Project, an additional ninety-eight (98) temporary easements are also required for access and laydown during

construction. The Scope of Services includes preparation of these additional temporary easements which are listed in Attachment A. These easements will be confirmed during the 60% design and an amendment will be issued if additional easement exhibits are required.

- This scope assumes properties which require both a permanent and temporary easement will be shown in the same easement exhibit. Therefore, this scope assumes a total of one-hundred eleven (111) easement exhibits for the Major Sewer Pipe Rehabilitation CIPP Project.
- Consultant will present the initial easement/property issue tracking spreadsheet in Excel to the CITY during project kick-off meeting, and provide updates monthly during progress meetings, as well as load them into SharePoint.

320.2 Property Research and Easement Exhibits – Spray Applied Geopolymer

- In consultation with CITY, the subconsultant's surveyor will survey, research, and prepare all easement exhibit for all required permanent and temporary easements that will be required to construct the proposed the Spray Applied Geopolymer Project. Exhibits will be prepared in accordance with the standards of the CITY for recording. For the Spray Applied Geopolymer Project only there are two (2) anticipated permanent easements which are listed in Attachment A. Easement work will begin during detailed design and be provided to the CITY by the sixty-percent (60-percent) completion milestone. An amendment will be issued if additional easement exhibits are required.
- In addition to the two (2) anticipated permanent easements required for the Spray Applied Geopolymer Project, an additional nine (9) temporary easements are also required for access and laydown during construction. The Scope of Services includes preparation of these additional temporary easements which are listed in Attachment A. These easements will be confirmed during the 60% design and an amendment will be issued if additional easement exhibits are required.
- This scope assumes properties which require both a permanent and temporary easement will be shown on the same easement exhibit. Therefore, this scope assumes a total of ten (10) easement exhibits for the Major Sewer Pipe Rehabilitation Spray Applied Geopolymer Project. This includes four additional temporary easements needed for access if sections identified for cleaning require additional rehabilitation during construction.
- Consultant will present the initial easement/property issue tracking spreadsheet in Excel to the CITY during project kick-off meeting, and provide updates monthly during progress meetings, as well as load them into SharePoint.

330.1 Utility Mapping - CIPP

- The consultant's surveyor will provide existing utility information within the project area. This information will be obtained with assistance of PUPS (SC 811). No Sub Surface Utility Engineering (SUE) is proposed for this project.

330.2 Utility Mapping – Spray Applied Geopolymer

- The consultant's surveyor will provide existing utility information within the project area. This information will be obtained with assistance of PUPS (SC 811). No Sub Surface Utility Engineering (SUE) is proposed for this project.

340.1 Wetlands Delineation - CIPP

- The Consultant will have wetlands delineated by a qualified subcontractor. The surveyor will include a detailed mapping of delineated wetland boundaries. Coordination of any required wetlands mitigation is not included in this Scope of Services. The subconsultant's wetlands subcontractor will also assist with Nationwide permitting and coordination of the U.S. Army Corps of Engineers for a Jurisdictional Determination. Wetland mitigation is not anticipated to be required and is not included in this Scope of Services.

340.2 Wetlands Delineation – Spray Applied Geopolymer

- The Consultant will have wetlands delineated by a qualified subcontractor. The surveyor will include a detailed mapping of delineated wetland boundaries. Coordination of any required wetlands mitigation is not included in this Scope of Services. The subconsultant's wetlands subcontractor will also assist with Nationwide permitting and coordination of the U.S. Army Corps of Engineers for a Jurisdictional Determination. Wetland mitigation is not anticipated to be required and is not included in this Scope of Services.

Task 300 Deliverables:

- Easement/Property Issue Tracking Spreadsheet

TASK 400 – Geotechnical Investigation

410.1 Field Investigation – CIPP

- Geotechnical borings will be performed by Bunnell-Lammons Engineering, Inc. (BLE) within the project areas where segments of existing sewer are to be removed and reloaded to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A total of thirteen (13) borings are anticipated for the segments of sewer listed in Table 2.

- Consultant will ensure the subconsultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and permission for investigation as required on private property.

410.2 Field Investigation – Spray Applied Geopolymer

- This scope assumes no geotechnical investigation will be performed in the Spray Applied Geopolymer project areas.

Task 400 Deliverables:

- Geotechnical Data Report

TASK 500 – Final Design

510.1 Roadway Coordination (City, Town, County, State, Federal) - CIPP

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design and construction parameters for the CIPP rehabilitation of the proposed sanitary sewers, or alternative method if determined CIPP is not the preferred alternative, within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

510.2 Roadway Coordination (City, Town, County, State, Federal) – Spray Applied Geopolymer

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design and construction parameters for the Spray Applied Geopolymer rehabilitation of the proposed sanitary sewers, or alternative method if determined Spray Applied Geopolymer is not the preferred alternative, within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits.

520.1 Utility Coordination - CIPP

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the CIPP rehabilitation, or alternative method if determined CIPP is not the

preferred alternative, of the proposed sanitary sewers adjacent to or crossing existing utilities.

- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

520.2 Utility Coordination – Spray Applied Geopolymer

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the Spray Applied Geopolymer rehabilitation, or alternative method if determined Spray Applied Geopolymer is not the preferred alternative, of the proposed sanitary sewers adjacent to or crossing existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530.1 Project Plans and Specifications - CIPP

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by a sanitary sewer CIPP rehabilitation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents for the CIPP project will consist of and include the following Design Drawings:
 - Cover Sheet
 - General Notes and Legend
 - Sheet Index
 - Traffic Control
 - Erosion Control
 - Sewer Rehabilitation Sheets – The plan sheets (22-inch by 34-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of one-inch equals 50 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets will be labeled for better field identification. The sheets may also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of lateral rehabilitation, and manhole rehabilitation method. This Scope of Service assumes that profile sheets will not be required. If profile sheets are determined to be required for a given location, the scope and budget will be amended to provide for these services. The drawings will be reproducible in color to distinguish information shown on the drawings.
 - Sewer Relocation Sheets
 - Sewer Installation Details

- The design will include details that could be used to address defects identified during cleaning. This will include open cut, internal spot repair, or addition of the segment to the original quantities.
- The standard rehabilitation specifications will be provided by the CITY. The Consultant will:
 - Modify the CITY standard Bid Form as needed to suit the work.
 - Modify the CITY standard Special Provisions section as needed to suit the work.
 - Modify the CITY standard Division 2 CIPP rehabilitation sections for pipe and manholes as necessary to accommodate the work.
 - Modify the CITY standard Division 1 General Requirements specifications as necessary to accommodate the work.
 - Provide additional Division 1 and Division 2 specifications as needed for proper completion of the work.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the final design submittal, Consultant will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

530.2 Project Plans and Specifications – Spray Applied Geopolymer

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by a sanitary sewer Spray Applied Geopolymer contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents for the Spray Applied Geopolymer project will consist of and include the following Design Drawings:
 - Cover Sheet
 - General Notes and Legend
 - Sheet Index
 - Traffic Control
 - Erosion Control
 - Sewer Rehabilitation Sheets – The plan sheets (22-inch by 34-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of one-inch equals 50 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets will be labeled for better field identification. The sheets may also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of lateral rehabilitation, and manhole rehabilitation method. This Scope of Service

assumes that profile sheets will not be required. If profile sheets are determined to be required for a given location, the scope and budget will be amended to provide for these services. The drawings will be reproducible in color to distinguish information shown on the drawings.

- Cleaning only Sheets
 - Sewer Installation Details
 - The design will include details that could be used to address defects identified during cleaning. This will include open cut, internal spot repair, or addition of the segment to the original quantities.
- The standard rehabilitation specifications will be provided by the CITY. The Consultant will:
 - Modify the CITY standard Bid Form as needed to suit the work.
 - Modify the CITY standard Special Provisions section as needed to suit the work.
 - Develop Division 2 specifications for Spray Applied Geopolymer rehabilitation sections for the pipe and manholes.
 - Modify the CITY standard Division 1 General Requirements specifications as necessary to accommodate the work.
 - Provide additional Division 1 and Division 2 specifications as needed for proper completion of the work.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
 - Upon approval of the final design submittal, Consultant will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540.1 Regulatory Agency Coordination - CIPP

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the proposed sanitary sewer CIPP rehabilitation in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory and railroad requirements.
- Potential agencies are (but not limited to):
 - South Carolina Department of Health and Environmental Control
 - U.S. Army Corps of Engineers – Wetlands
 - City of Columbia – Streets Division
 - City of Columbia – Stormwater
 - Richland County – Stormwater
 - Lexington County – Stormwater

- South Carolina Department of Transportation
- Lexington County Streets
- Richland County Streets
- CSX and Norfolk Southern

540.2 Regulatory Agency Coordination – Spray Applied Geopolymer

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the proposed sanitary sewer Spray Applied Geopolymer in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory and railroad requirements.
- Potential agencies are (but not limited to):
 - South Carolina Department of Health and Environmental Control
 - U.S. Army Corps of Engineers – Wetlands
 - City of Columbia – Streets Division
 - City of Columbia – Stormwater
 - Richland County – Stormwater
 - Lexington County – Stormwater
 - South Carolina Department of Transportation
 - Lexington County Streets
 - Richland County Streets
 - CSX and Norfolk Southern

550.1 Opinion of Probable Construction Cost and Schedule - CIPP

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

550.2 Opinion of Probable Construction Cost and Schedule – Spray Applied Geopolymer

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

560.1 Design Reviews - CIPP

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the City. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

560.2 Design Reviews – Spray Applied Geopolymer

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the City. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

Task 500 Deliverables:

- Design Plans & Specifications for CIPP Project.
- Design Plans & Specifications for Spray Applied Geopolymer Project.
- Four (4) Copies each for 60-percent, 90-percent, Final, and Bidding Milestones for CIPP Project.
- Four (4) Copies each for 60-percent, 90-percent, Final, and Bidding Milestones for Spray Applied Geopolymer Project.

- Opinion of Probable Construction Cost (60-percent, 90-percent, Final Design) for CIPP Project.
- Opinion of Probable Construction Cost (60-percent, 90-percent, Final Design) for Spray Applied Geopolymer Project.

TASK 600 – Permits and Property

610.1 Property and Right-of-Way Assistance - CIPP

- Easements – Refer to Task 320.1 above.
- The Consultant will rely on Richland and/or Lexington County Tax Map information in identifying property owners and will research Richland and/or Lexington County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats. Such revisions may require additional fees. No title or deed research is included beyond that listed.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin during detailed design and will be submitted to the CITY at the 60-percent design milestone. Any rework of easement plats between the start of detailed design and the 60-percent completion milestone will be at no cost to the CITY.

610.2 Property and Right-of-Way Assistance – Spray Applied Geopolymer

- Easements – Refer to Task 320.2 above.
- The Consultant will rely on Richland and/or Lexington County Tax Map information in identifying property owners and will research Richland and/or Lexington County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats. Such revisions may require additional fees. No title or deed research is included beyond that listed.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin during detailed design and will be submitted to the CITY at the 60-percent design milestone. Any rework of easement plats between the start of detailed design and the 60-percent completion milestone will be at no cost to the CITY.

620.1 Permits - CIPP

- **Construction Permit:** Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- **Stormwater Permit:** The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia, Richland County, and Lexington County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia, Richland County, and Lexington County. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.
- **Wetlands Permit:** This scope assumes wetland delineation, crossings in Waters of the U.S., and associated permitting will be required. Consultant will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, Consultant will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for any mitigation costs (if required).
- **Roadway Encroachment Permits:** This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.
- **Railroad Permits:** This scope assumes encroachment permits into the Norfolk Southern Railway (NSRR) and/or CSX Railway will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will provide the City necessary documents to submit each required railroad permit application and work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals. The CITY

is responsible for all insurance, fees, and other costs associated with field investigations, design reviews, or construction required by the railroad during review of the encroachment permit application approval process.

620.2 Permits – Spray Applied Geopolymer

- **Construction Permit:** Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- **Stormwater Permit:** The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia, Richland County, and Lexington County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia, Richland County, and Lexington County. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.
- **Wetlands Permit:** This scope assumes wetland delineation, crossings in Waters of the U.S., and associated permitting will be required. Consultant will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, Consultant will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for any mitigation costs (if required).
- **Roadway Encroachment Permits:** This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.
- **Railroad Permits:** This scope assumes encroachment permits into the Norfolk Southern Railway (NSRR) and/or CSX Railway will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will provide the City necessary documents to submit each required railroad permit application and work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals. The CITY is

responsible for all insurance, fees, and other costs associated with field investigations, design reviews, or construction required by the railroad during review of the encroachment permit application approval process.

630 Permit Application Fees – CIPP and Spray Applied Geopolymer

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$5,850.00 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit (CIPP) - \$350.00
 - SCDHEC Construction Permit (Geopolymer) - \$350.00
 - Stormwater Permit (CIPP) - \$3,300.00
 - Stormwater Permit (Geopolymer) - \$850.00
 - USACOE/SCDHEC 401 (CIPP) - \$1,000.00
 - USACOE/SCDHEC 401 (Geopolymer) – NA
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY.

Task 600 Deliverables:

- One-hundred eleven (111) Easement Exhibits for CIPP Project
- Ten (10) Easement Exhibits for Spray Applied Geopolymer Project
- SCDHEC Permit to Construct
- City of Columbia/Richland County/Lexington County Sitework/Stormwater Permit(s)
- USACE Wetlands Permit
- SCDOT/City of Columbia Roadway Encroachment Permits
- NSRR/CSX Right-of-Way Agreement

TASK 700 – Bidding and Award

710.1 Bidding Assistance - CIPP

- Bidding is to be for a single CIPP prime contract. Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60)

days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

710.2 Bidding Assistance – Spray Applied Geopolymer

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

720.1 Award Recommendation - CIPP

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

720.2 Award Recommendation – Spray Applied Geopolymer

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

Task 700 Deliverables:

- Bid Tabulation for CIPP Project
- Bid Tabulation for Spray Applied Geopolymer Project
- Recommendation of Award for CIPP Project
- Recommendation of Award for Spray Applied Geopolymer Project

730.1 Conformed Documents - CIPP

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

730.2 Conformed Documents – Spray Applied Geopolymer

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

TASK 800 – Engineering Services During Construction

810.1 General Administration of Construction Contract - CIPP

- This scope assumes 73,159 linear feet of gravity sewer with diameters ranging from 15-inch to 54-inch will be rehabilitated utilizing CIPP or other alternative methods identified during Task 500 Final Design. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the sewer replacement project will be twenty (20) months (six-hundred (600) calendar days) for substantial completion and thirty (30) days for final completion with construction duration of six-hundred thirty (630) calendar days. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant will not supervise, direct or have control over Contractor's work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor will go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals,

requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;

- c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.
- d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists will be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists will be updated as needed throughout the construction process and will be used to track dates and approvals of actual submittals.
- e) One (1) pre-construction meeting and twenty (20) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

810.2 General Administration of Construction Contract – Spray Applied Geopolymer

- This scope assumes 5,843 linear feet of gravity sewer with diameters ranging from 30-inch to 54-inch will be rehabilitated with spray applied geopolymer, and 5,425 linear feet of gravity sewer pipe to be cleaned or other alternative methods identified during Task 500 Final Design. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the sewer replacement project will be thirteen (13) months (four-hundred (400) calendar days) for substantial completion and thirty (30) days for final completion with construction duration of four-hundred thirty (430) calendar days. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant will not supervise, direct or have control over Contractor's work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and

act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:

- f) As CITY's representative for the duration of the construction contract, all communications to and from the contractor will go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
- g) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
- h) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.
- i) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists will be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists will be updated as needed throughout the construction process and will be used to track dates and approvals of actual submittals.
- j) One (1) pre-construction meeting and thirteen (13) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820.1 Submittal & Pay Application Review - CIPP

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.

- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

820.2 Submittal & Pay Application Review – Spray Applied Geopolymer

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the

interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- **Testing Results:** Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- **Review of Applications for Payment:** Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830.1 Change Management - CIPP

- **Change Orders and Time Extensions:** Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

830.2 Change Management – Spray Applied Geopolymer

- **Change Orders and Time Extensions:** Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840.1 Completion Monitoring & Documentation - CIPP

- **Quality Assurance Testing:** Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.

- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Review all testing and inspection information provided in accordance with the construction specifications.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

840.2 Completion Monitoring & Documentation – Spray Applied Geopolymer

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Review all testing and inspection information provided in accordance with the construction specifications.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850.1 Periodic Construction Observation - CIPP

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to

conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:

- This scope includes site visits for twenty-one (21) months (89-weeks) by the Project Engineer and twenty-one (21) months (89-weeks) by the field representative. If additional site visits are required, this contract will be amended to provide such additional services.

850.2 Periodic Construction Observation – Spray Applied Geopolymer

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - This scope includes site visits for fourteen (14) months (59-weeks) by the Project Engineer and fourteen (14) months (59-weeks) by the field representative. If additional site visits are required, this contract will be amended to provide such additional services

TASK 900 – Full Time Construction Inspection

910.1 Resident Project Representative - CIPP

- Consultant will furnish resident services during construction. One full-time Resident Project Representative (RPR) is included for an eighteen (18) month duration of the project. The RPR's compensation in Exhibit B is based on 40 hours per week with no overtime at an hourly rate of \$125.00. The hourly rate is inclusive of all direct expenses related to the execution of Task 900 services. The City shall approve the proposed RPR for this project prior to assignment to the project.
- Owner and Consultant agree that representation at the site will be provided. Consultant will provide RPR to assist Consultant in inspecting the progress and quality of the work of the Contractor. Field representation will be as indicated above and is intended to be at a sufficient level to inspect the contractor's work. Consultant will notify Owner promptly if above level of field representation is insufficient to inspect work as defined by Consultant and Owner.

- Such Field Representatives will be selected, employed, and directed by Consultant. The duties, responsibilities and limitations of authority of such Field Representatives will be described in the Contract Documents and as detailed herein.
- Consultant will use reasonable effort to provide protection for Owner against defects and deficiencies in the work of Contractor. However, Consultant will not, during such visits or as a result of such inspections of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety procedures and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

910.2 Resident Project Representative – Spray Applied Geopolymer

- Consultant will furnish resident services during construction. One full-time Resident Project Representative (RPR) is included for an eleven (11) month duration of the project. The RPR's compensation in Exhibit B is based on 40 hours per week with no overtime at an hourly rate of \$125.00. The hourly rate is inclusive of all direct expenses related to the execution of Task 900 services. The City shall approve the proposed RPR for this project prior to assignment to the project.
- Owner and Consultant agree that representation at the site will be provided. Consultant will provide RPR to assist Consultant in inspecting the progress and quality of the work of the Contractor. Field representation will be as indicated above, and is intended to be at a sufficient level to inspect the contractor's work. Consultant will notify Owner promptly if above level of field representation is insufficient to inspect work as defined by Consultant and Owner.
- Such Field Representatives will be selected, employed, and directed by Consultant. The duties, responsibilities and limitations of authority of such Field Representatives will be described in the Contract Documents and as detailed herein.
- Consultant will use reasonable effort to provide protection for Owner against defects and deficiencies in the work of Contractor. However, Consultant will not, during such visits or as a result of such inspections of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety procedures and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or

responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

920.1 Duties and Responsibilities - CIPP

- The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's Agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:
 - General. RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work will in general be with Consultant and Contractor, keeping Owner advised as necessary. RPR's dealing with Contractor's subcontractors will only be through or with the full knowledge and approval of Contractor. RPR will generally communicate with Owner with the knowledge of and under the direction of Consultant.
 - Schedules. RPR will review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
 - Conferences and Meetings. RPR will attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - Liaison. RPR will serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - RPR will assist in obtaining from Owner additional details or information when required for proper execution of the Work.

920.2 Duties and Responsibilities – Spray Applied Geopolymer

- The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's Agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:
 - General. RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work will in general be with Consultant and Contractor, keeping Owner advised as necessary. RPR's dealing with Contractor's subcontractors will only be through or with the full knowledge and approval of Contractor. RPR will

generally communicate with Owner with the knowledge of and under the direction of Consultant.

- Schedules. RPR will review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
- Conferences and Meetings. RPR will attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- Liaison. RPR will serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- RPR will assist in obtaining from Owner additional details or information when required for proper execution of the Work

930.1 Shop Drawings and Samples - CIPP

- RPR will advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Consultant.

930.2 Shop Drawings and Samples – Spray Applied Geopolymer

- RPR will advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Consultant

940.1 Review of Work, Rejection of Defective Work, Inspections, and Tests - CIPP

- RPR will conduct onsite inspections of the Work in progress to assist Consultant in determining if the Work is proceeding in accordance with the Contract Documents.
- RPR will report to Consultant whenever RPR believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- RPR will verify that tests, equipment and systems stamps and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe record

and report to Consultant appropriate details relative to the test procedures and start-ups.

- RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- RPR will coordinate and review the results of tests made by the independent soils and materials testing laboratory.
- Interpretation of Contract Documents. RPR will report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
- Modifications. RPR will consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Consultant. RPR will transmit to Contractor in writing decisions as issued by Consultant.

940.2 Review of Work, Rejection of Defective Work, Inspections, and Tests – Spray Applied Geopolymer

- RPR will conduct onsite inspections of the Work in progress to assist Consultant in determining if the Work is proceeding in accordance with the Contract Documents.
- RPR will report to Consultant whenever RPR believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- RPR will verify that tests, equipment and systems stamps and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe record and report to Consultant appropriate details relative to the test procedures and start-ups.
- RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- RPR will coordinate and review the results of tests made by the independent soils and materials testing laboratory.
- Interpretation of Contract Documents. RPR will report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.

- Modifications. RPR will consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Consultant. RPR will transmit to Contractor in writing decisions as issued by Consultant.

950.1 Recordkeeping - CIPP

- RPR will maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- RPR will prepare a daily report, keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- RPR will record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

950.2 Recordkeeping – Spray Applied Geopolymer

- RPR will maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- RPR will prepare a daily report, keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- RPR will record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

960.1 Reports – CIPP

- RPR will furnish to Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- RPR will consult with Consultant in advance of scheduled major tests, inspection or start of important phases of the Work.
- RPR will report immediately to Consultant and Owner the occurrence of any accident.

960.2 Reports – Spray Applied Geopolymer

- RPR will furnish to Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- RPR will consult with Consultant in advance of scheduled major tests, inspection or start of important phases of the Work.
- RPR will report immediately to Consultant and Owner the occurrence of any accident.

970.1 Payment Requests - CIPP

- RPR will review Applications for Payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requests to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

970.2 Payment Requests – Spray Applied Geopolymer

- RPR will review Applications for Payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requests to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

980.1 Certificates, Maintenance, and Operation Manuals - CIPP

- During the course of the Work, RPR will verify that certificates and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant to review for forwarding to Owner prior to final payment for the Work.

980.2 Certificates, Maintenance, and Operation Manuals – Spray Applied Geopolymer

- During the course of the Work, RPR will verify that certificates and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant to review for forwarding to Owner prior to final payment for the Work.

990.1 Project Completion - CIPP

- Before Consultant issues a Certificate of Substantial Completion, RPR will submit to Contractor a list of observed items requiring completion or correction.
- RPR will observe whether Contractor has performed inspections required by rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- RPR will conduct a final inspection in the company of Consultant, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Consultant will observe whether all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance and issuance of the Notice of Acceptability of the Work.

990.2 Project Completion – Spray Applied Geopolymer

- Before Consultant issues a Certificate of Substantial Completion, RPR will submit to Contractor a list of observed items requiring completion or correction.
- RPR will observe whether Contractor has performed inspections required by rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- RPR will conduct a final inspection in the company of Consultant, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Consultant will observe whether all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance and issuance of the Notice of Acceptability of the Work.

Limitations of Authority by Resident Project Representative During CIPP Project

- RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Owner and Consultant.
- RPR will not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
- RPR will not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers or Contractor's superintendent.

- RPR will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.
- RPR will not accept Shop Drawing or Sample submittals from anyone other than Contractor.
- RPR will not authorize Owner to occupy the Project in whole or in part. RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

Owner and Consultant acknowledge that the Contractor will be solely responsible for all construction means and methods, including all safety and environmental procedures and programs necessary in connection with the Work and Services.

Limitations of Authority by Resident Project Representative During Spray Applied Geopolymer Project

- RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Owner and Consultant.
- RPR will not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
- RPR will not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers or Contractor's superintendent.
- RPR will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.
- RPR will not accept Shop Drawing or Sample submittals from anyone other than Contractor.
- RPR will not authorize Owner to occupy the Project in whole or in part. RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

Owner and Consultant acknowledge that the Contractor will be solely responsible for all construction means and methods, including all safety and environmental procedures and programs necessary in connection with the Work and Services.

TASK 1000 – Project Closeout

1010.1 Record Drawings - CIPP

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. Contractor

will be required to provide a final as-built survey in accordance with the CITY's general specifications and Consultant's technical specifications. Consultant will use final as-built survey to produce the record drawings. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system and loaded to CITY's SharePoint.

- Consultant will update the condition ratings for all pipes and manholes in the project area with their final post-rehabilitation condition rating separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Post-Rehabilitation Condition Rating. Excel Work Summary spreadsheet to be provided by CW2020.

1010.2 Record Drawings – Spray Applied Geopolymer

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. Contractor will be required to provide a final as-built survey in accordance with the CITY's general specifications and Consultant's technical specifications. Consultant will use final as-built survey to produce the record drawings. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system and loaded to CITY's SharePoint.
- Consultant will update the condition ratings for all pipes and manholes in the project area with their final post-rehabilitation condition rating separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Post-Rehabilitation Condition Rating. Excel Work Summary spreadsheet to be provided by CW2020

1020.1 Punch List and Final Inspection - CIPP

- See Task 840 of this Scope of Services.

1020.2 Punch List and Final Inspection – Spray Applied Geopolymer

- See Task 840 of this Scope of Services.

1030.1 O&M Submittals - CIPP

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O&M submittals are anticipated on this project.
- Consultant will provide copies of the pre and post CCTV inspections to the CITY and will provide to CITY on hard drive with CITY transmittal and work summary.

1030.2 O&M Submittals – Spray Applied Geopolymer

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O&M submittals are anticipated on this project.
- Consultant will provide copies of the pre and post CCTV inspections to the CITY and will provide to CITY on hard drive with CITY transmittal and work summary.

1040.1 Final Notice of Acceptability of the Work - CIPP

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

1040.2 Final Notice of Acceptability of the Work – Spray Applied Geopolymer

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

1050.1 SCDHEC Permit to Operate - CIPP

- A SCDHEC permit to operate is anticipated for these projects listed in Table 2. In the event of additional remove and relocation segments will require a SCDHEC permit to operate, these services will be covered under Task 1100 – Additional Services.

1050.2 SCDHEC Permit to Operate – Spray Applied Geopolymer

- A SCDHEC permit to operate is not anticipated for the Major Sewer Pipe Spray Applied Geopolymer project. In the event a SCDHEC permit to operate is required, these services will be covered under Task 1100 – Additional Services.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional gravity sewer and manhole replacement above the limits included in Phase 1 of the Cured-In-Place Pipe Rehabilitation Project.
- Additional gravity sewer and manhole replacement above the limits included in Phase 1 of the Spray Applied Geopolymer Rehabilitation Project.
- Easement Exhibits required in addition to the 111 for Major Sewer Pipe Rehabilitation CIPP Project and 10 for the Major Sewer Pipe Rehabilitation Spray Applied Geopolymer Project. Any additional exhibits will be paid for as stated in the following table. Unit prices include all tasks associated with these items in the scope as if they were originally included in the project scope.

Service	Unit	Unit Price
Additional Exhibit	EA	\$950.00

- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 800 and Task 900 in this Scope of Services.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Coordination with SCDHEC to obtain permission to operate new piping and/or improvements not identified in Table 2.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant will be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.



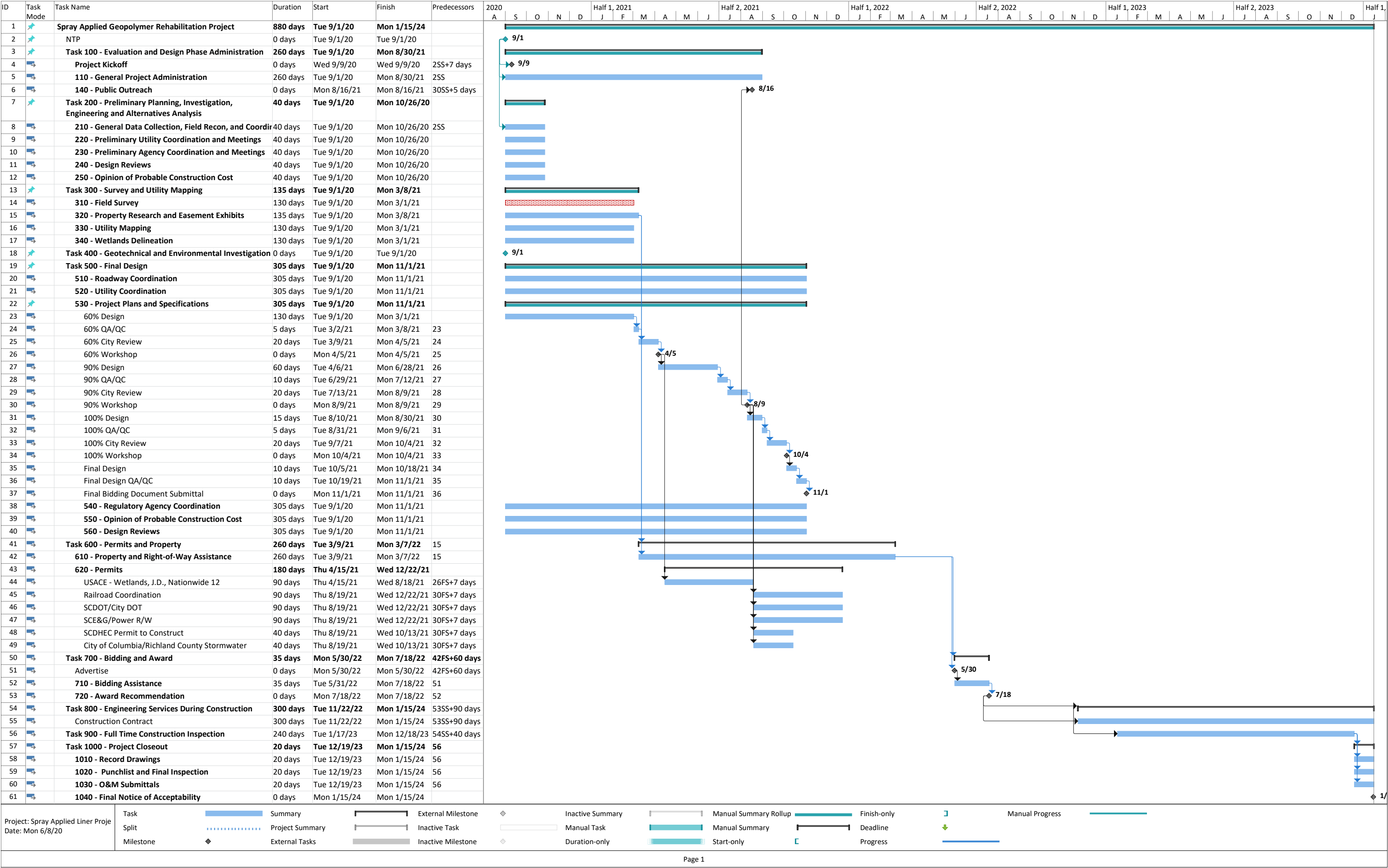


EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7539
Major Sewer Pipe Rehabilitation CIPP &
Spray Applied Geopolymer Projects

Compensation for services provided under Tasks 110 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$3,735,445.00. This includes \$2,999,595.00 of lump sum (LS) tasks, as well as \$5,850.00 of Not-To-Exceed (NTE) tasks, and \$730,000.00 of Hourly tasks. Lump Sum, Hourly, and NTE tasks are clearly labeled in the chart below.

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

Task	Description	LS/NTE/HOURLY	Subconsultants	Total
100.1	Evaluation & Project Administration - CIPP	LS	\$73,900.00	\$230,080.00
100.2	Evaluation & Project Administration - Geopolymer	LS	\$42,900.00	\$118,140.00
200.1	Preliminary Planning, Investigation, Engineering, and Alternative Analysis - CIPP	LS	\$22,800.00	\$62,750.00
200.2	Preliminary Planning, Investigation, Engineering, and Alternative Analysis - Geopolymer	LS	\$18,600.00	\$45,650.00
300.1	Survey & Utility Mapping - CIPP	LS	\$307,300.00	\$370,400.00
300.2	Survey & Utility Mapping - Geopolymer	LS	\$50,000.00	\$68,560.00
410.1	Geotechnical Investigation - CIPP	LS	\$55,000.00	\$70,430.00
500.1	Final Design - CIPP	LS	\$92,250.00	\$686,370.00

500.2	Final Design - Geopolymer	LS	\$27,050.00	\$321,695.00
600.1	Permits & Property - CIPP	LS	\$23,000.00	\$40,440.00
600.2	Permits & Property - Geopolymer	LS	\$9,900.00	\$20,940.00
630	Permit Fees	NTE	\$5,850.00	\$5,850.00
700.1	Bidding & Award - CIPP	LS	\$4,700.00	\$15,060.00
700.2	Bidding & Award - Geopolymer	LS	\$4,700.00	\$8,480.00
800.1	Engineering Services During Construction - CIPP	LS	\$61,700.00	\$586,380.00
800.2	Engineering Services During Construction - Geopolymer	LS	\$7,200.00	\$258,640.00
900.1	Full Time Construction Inspection - CIPP	Hourly, NTE	\$0.00	\$390,000.00
900.2	Full Time Construction Inspection - Geopolymer	Hourly, NTE	\$0.00	\$240,000.00
1000.1	Project Closeout - CIPP	LS	\$6,900.00	\$64,150.00
1000.2	Project Closeout - Geopolymer	LS	\$0.00	\$31,430.00
1100	Additional Services & Contingency	Hourly	\$35,800.00	\$100,000.00
	Total of Contract		\$849,550.00	\$3,735,445.00
	% of Contract to Subconsultants		22.7%	
	% of Contract to Protégé		21.2%	

The Engineer's requirement for Protégé Participation is 20%.

EXHIBIT D - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
Highfill Infrastructure Engineering, PC DUNS #: 080560074 CAGE #: 7TNP3	V016533	Design & Construction Phase Services	\$794,550.00	21.2 %	SBE	
Bunnell-Lammons Engineering DUNS #: 962842274	N/A	Geotechnical Exploration	\$55,000.00	1.4 %	N/A	
Stewart Engineering, Inc. DUNS #: 927654004 CAGE #: 1URP5	N/A	Surveying & Easements	\$298,200.00*	7.9 %	N/A	
Stutts Environmental & Wildlife Services, LLC DUNS #: 081265302	N/A	Wetlands Delineation & Permitting	\$16,300.00*	0.4 %	N/A	
* These subconsultants are contracted directly through Highfill Infrastructure as their subconsultants.				%		
				%		

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 \$849,550.00

TOTAL CONTRACT AMOUNT: \$ 3,735,445.00

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

Business Name: - Black & Veatch Corporation

Representative Name/Title: Jeff Wells, PE Associate Vice President

Date: 6-10-2020

Business Information for Subconsultants/Subcontractors- Continued

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

Highfill Infrastructure Engineering, PC

Company Name

1320 Main Street, Suite 260

Physical Address

1320 Main Street, Suite 260

Mailing Address

Columbia SC 29201

City/State Zip Code + 4

(910) 233-8095

Phone number

()

Fax number

Ray Cox, PE

Primary Contact Name

Dave Johnson, PE

Secondary Contact Name

rcox@hiepc.com

Primary Contact Email Address

djohnson@hiepc.com

Secondary Contact Email Address

04-3791606

Federal ID #

V016533

Vendor #

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

Bunnell-Lammons Engineering

Company Name

6004 Ponders Court

Physical Address

6004 Ponders Court

Mailing Address

Greenville SC 29615

City/State Zip Code + 4

(864) 288-1265

Phone number

()

Fax number

Bill Mathews, PE

Primary Contact Name

Secondary Contact Name

bill.mathews@blecorp.com

Primary Contact Email Address

Secondary Contact Email Address

57-1056336

Federal ID #

Vendor #

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

Stewart Engineering, Inc.

Company Name

711 Lady Street, Suite B

Physical Address

Mailing Address

Columbia SC 29201

City/State Zip Code + 4

(919) 866-4806

Phone number

()

Fax number

Frank Mundy II, PLS

Primary Contact Name

Karl Alewine, PLS

Secondary Contact Name

FMundy@stewartinc.com

Primary Contact Email Address

KAlewine@stewartinc.com

Secondary Contact Email Address

56-1854766

Federal ID #

N/A

Vendor #

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

Stutts Environmental & Wildlife Services, LLC

Company Name

213 Rocky Point Drive

Physical Address

213 Rocky Point Drive

Mailing Address

Columbia SC 29212

City/State Zip Code + 4

(803) 915-8170

Phone number

()

Fax number

Brandon G Stutts, PWS

Primary Contact Name

Secondary Contact Name

bgstutts1@gmail.com

Primary Contact Email Address

Secondary Contact Email Address

47-2335362

Federal ID #

N/A

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 #



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Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 6/8/2020

Project Number: SS7539

Mentor: Black & Veatch

Project Name: Major Sewer Pipe
Rehabilitation CIPP & Spray Applied
Geopolymer Projects

Protégé: Highfill Infrastructure
Engineering, PC

Duration of the Project: 65 Months

Project Contract Amount: \$3,735,445.00
(\$100,000.00 Contingency)

Protégé Amount: \$794,550.00 (\$35,800.00
Contingency; \$5,850.00 Permitting Fees)

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

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

A formal subconsultant agreement will be signed between Black & Veatch and Highfill Infrastructure Engineering, PC (HF) clearly defining the scope of work HF is to provide including the contract amount and schedule. HF's role in the project will be to primarily provide project coordination, regulatory review, utility coordination, permitting, CIPP design services, and construction observation services. A design kickoff meeting will be scheduled. B&V will advise HF on additional supportive tasks (i.e. permit review, regulatory agency coordination).

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

This phase of the project includes design and construction phase services and will provide an opportunity for the protégé to have a roll in project management and a roll in the technical design of the project. Both areas are identified as general goals for growth.



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

A schedule of deliverables will be established and agreed on by the M-P team. Milestones dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.

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

Mentor: Key personnel includes Rob Osborne, PE (Project Manager), Chad Walters, PE (Engineering Manager), Bryon Livingston, PE (Rehabilitation Specialist), and Barsha Neupane (Project Engineer). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé: Key personnel includes Ray Cox, PE and Dave Johnson, PE. HF currently has the equipment, materials, and insurance to perform the project.

Subcontractors: Bunnell-Lammons Engineering (BLE) will provide geotechnical services. Stewart Engineering will provide surveying services. Stutt Environmental will provide wetlands delineation and permitting services. BLE, Stewart Engineering, and Stutt Environmental currently have the equipment, materials, and insurance to perform the work.

Special Arrangements: None required.

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

- a. Description of Mentor's responsibilities: Provide design, permitting, and construction phase services for the recommended improvements for the subject areas; provide technical



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assistance during public outreach meetings; and provide project closeout services after construction is complete.

b. Description of Protégé's responsibilities on project: Provide design, field reconnaissance, regulatory review, utility coordination, permitting, and construction observation services.

c. Description of responsibilities that will be completed as a team: Preparation of design documents that will be used to advertise and bid the project for construction. During construction the team will work together to provide construction administration services.

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

Protégé will be utilized during final design, permitting, construction phase administration, and project closeout.

Evaluation and Concept Phase Administration – 12 Months
Preliminary Planning, Investigation, and Alternative Analysis – 0.5 Months
Survey and Utility Mapping – 6 Months
Geotechnical Investigation – 5 Months
Final Design – 12 Months
Permits and Property – 34 Month
Bidding and Award – 1 Month
Engineering Services During Construction – 20 Months
Project Closeout – 1 Months

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

Review progress for each deliverable with project calls during all phases of the project.
Complete quarterly M-P reports.



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

Goals include:

Deliver final design documents on-time and on budget.
Work together to permit the project with regulatory agencies.
Work together to provide construction administration services.
Work together to close out the project.

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

Project meetings with design team will include:

Kickoff meeting
Monthly progress meetings during design
Level 1 (30%) Design Review Meeting
Level 2 (60%) Design Review Meeting
Level 3 (90%) Design Review Meeting

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

Protégé will be paid on percent complete of lump sum tasks. 100% of lump sum will be paid on completion of final deliverable.

Invoice and payments to be made on a monthly basis.

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Bunnell-Lammons Engineering (BLE)	864-288-1265	6004 Ponders Court, Greenville, SC 29605	Black & Veatch	\$55,000	No	1.4%



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Stewart Engineering, Inc.	803-834-3140	911 Lady Street, Suite F, Columbia, SC 29201	Highfill Infrastructure Engineering, PC	\$298,200	No	7.9%
Stutts Environmental & Wildlife Services, LLC	803-915-8170	213 Rocky Point Drive, Columbia, SC 29212	Highfill Infrastructure Engineering, PC	\$16,300	No	0.4%

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

Protégé Contract Value: \$794,550.00 (\$35,800.00 contingency)

Percentage of Contract: 21.2% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Black & Veatch (Mentor Firm) this 8th day of June 2020.
Corporate SEAL

By: William J. Wells, P.E.
Title: Associate Vice President

ATTEST:

By:

Title:

Project Manager



EXECUTED by HIGHFILL (Protégé Firm) this 8th day of June 2020.
Corporate SEAL

By:

Title:

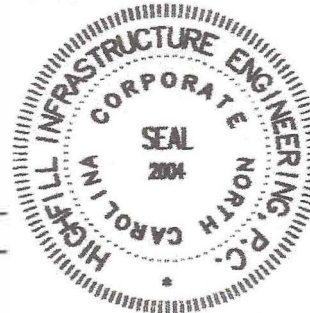
Vice President of Marketing

ATTEST:

By:

Title:

Senior Project Manager



RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 9 day of June, 2020.

By: Juliet M. Nelly

Title: Program Compliance Administrator

Exhibit F - Invoicing Procedure

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

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

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

Company Name

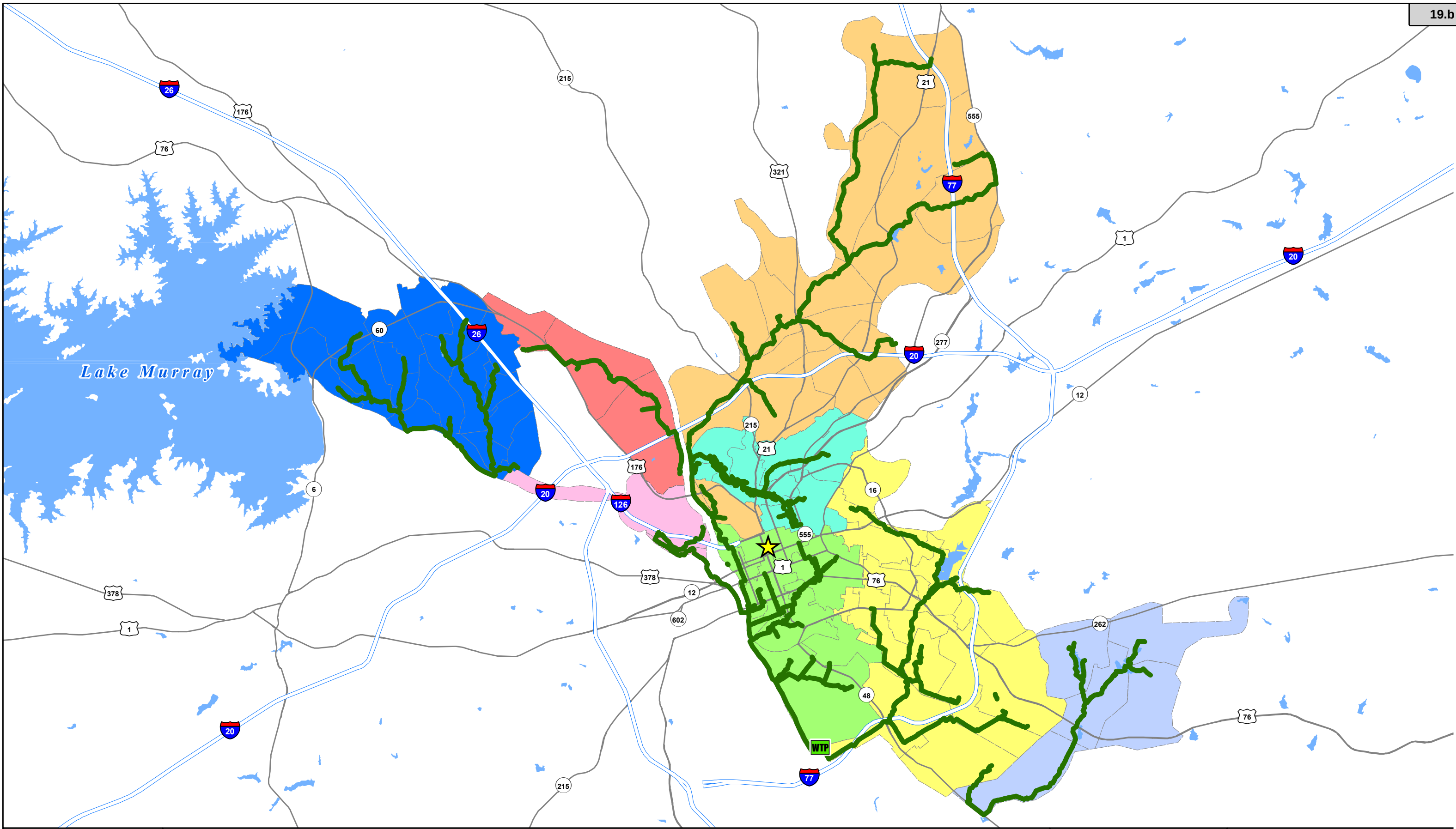
Signature

Print Name

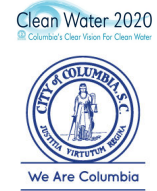
Date: _____

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

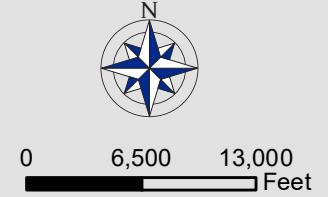
Notary Public



achment: SS7539 Location Map (6146 : SS7539 Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Project)



- | | | |
|------------------------------------|-------------|---------------|
| City Hall | Broad River | Rocky Branch |
| Metro WWTP | Crane Creek | Saluda River |
| Sewer Gravity Mains ($\geq 15"$) | Gills Creek | Smith Branch |
| | Mill Creek | West Columbia |



SS7539 CIPP and Geopolymer Major Pipe Rehabilitation



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-072 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f) (Payment arrangement extension)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

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

ATTACHMENTS:

- O-2020-072 amend Sec 23-144 Special water service fees (f) (PDF)

ORDINANCE NO.: 2020-072

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the 1979 Code of Ordinances of The City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f), is amended to read as follows:

Sec. 23-144 Special water service fees.

(a) *Fee for turning on water.* A fee of \$5.00 will be charged for turning on water, except for the first time after a new service is established.

(b) *Delinquency fee.* A fee of \$10.00 will be charged when service is discontinued for nonpayment, a past due bill is collected, or a delinquent notice is left.

(c) *Dishonored checks, credit card payments and electronic payments.* A charge in the maximum amount permitted by South Carolina law shall be added to a water account for each returned or bad check given on the account. If payment was made by electronic funds transfer or credit card and a chargeback is ordered, the same administrative fee applicable for returned checks shall be added to the water account for each chargeback.

Water service shall be terminated immediately upon dishonor of a check, credit card payment or electronic payment chargeback on an account which is two months in arrears.

(d) *Restoration of discontinued service; service calls in connection with delinquent account.* The following fees shall be charged for replacing a meter or removing a locking device to restore discontinued service, or for a service call involving a vehicle in connection with a delinquent account:

(1) Workdays from 8:30 a.m. to 5:00 p.m.: \$15.00.

(2) All other hours, holidays and weekends: \$30.00.

(e) *Installation of fire hydrant meter.* A fee of \$240.00 will be charged for installing all fire hydrant meters. No connection to a fire hydrant shall be made by any person other than an authorized employee of the city except through a permitted fire hydrant meter.

(f) *Charges to constitute lien; discontinuance of service authorized.* All fees and charges for water service shall be a lien on the property served as provided by contract with the water customer. Services shall be discontinued for any account which is two months in arrears; provided that the city manager or his designee may authorize continued service in a hardship case upon the execution of an acceptable payment schedule which will bring the account current in not more than six ~~twelve~~ months with payment in full for continued service.

(g) *Testing of backflow devices.* A fee of \$45.00 per backflow device shall be charged for the annual testing and certification of reduced pressure backflow devices and double check valves. Testing and certification shall be performed by the city on all such devices. This fee shall be added to the charges for water service.

(h) *Locating and uncovering meter or backflow device.* The actual cost of locating, uncovering and inspecting any water meter or backflow device covered by grading or filling shall be added to the charges for water service.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 8/10/2020
20006236

Attachment: O-2020-072 amend Sec 23-144 Special water service fees (f) (6162 : Ordinance No.: 2020-072 amend Sec. 23-144 Special water



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-073 Authorizing the City Manager to execute a Fourteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium) Richland County TMS #11204-02-02

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2020-073 Bright Meyers 14th Amendment to Purchase Agreement (PDF)

ORDINANCE NO.: 2020-073

Authorizing the City Manager to execute a Fourteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Fourteenth Amendment to Purchase Agreement, or on a form approved by the City Attorney, between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

FOURTEENTH AMENDMENT TO PURCHASE AGREEMENT

This Fourteenth Amendment to Purchase Agreement (the "Fourteenth Amendment") is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Ballpark, LLC, a South Carolina limited liability company, as assignee of Bright-Meyers Assembly Street, LLC, hereinafter referred to as "Buyer" effective as of the Amendment Effective Date (as hereinafter defined).

WITNESSETH:

WHEREAS, Seller and Bright-Meyers 2001 LLC entered into a Purchase Agreement effective August 27, 2012 (as amended by thirteen prior instruments, the "Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, pursuant to that certain Assignment of Purchase Agreement dated October 15, 2018 Bright Meyers 2001 LLC assigned its rights and obligations under the Agreement to its affiliate, Bright-Meyers Assembly Street, LLC, a Tennessee limited liability company; and,

WHEREAS, pursuant to that certain Assignment of Contract dated January 29, 2019 Bright-Meyers Assembly Street, LLC assigned its rights and obligations under the Agreement to Ballpark, LLC; and,

WHEREAS, the Agreement was most recently further modified, amended and clarified by that certain Thirteenth Amendment to Purchase Agreement effective June 16, 2020; and,

WHEREAS, Seller and Buyer mutually desire to further modify and amend said Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Paragraph 14 of the Agreement is amended to provide that the Closing shall take place on or before the date which is sixty (60) days following the receipt of both (a) an agreement with Richland County regarding maintenance of applicable storm/flood easements, preferably in its entirety but at a minimum for the easements located outside of the City boundaries. and (b) either (i) evidence that upon project completion the LOMR can be based on the model from 2016 CLOMR for this project, (ii) a current effective model with new site and off-site improvements or (iii) an updated effective model with site specific calibrated information as the predevelopment conditions with the new site and off-site improvements input to represent post development conditions, but in no event shall Closing occur later than March 1, 2021, regardless of the status of the foregoing items; and, further, provided however, that Buyer shall give Seller written notice of its intent to close at least four (4) weeks prior to the desired Closing date.

2. The "Amendment Effective Date" is the date on which this Amendment is signed by both parties hereto.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Fourteenth Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

IN WITNESS WHEREOF, the parties have caused this Fourteenth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature herein below.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

Date: _____

BUYER: BALLPARK, LLC

BY: _____

Name: _____

ITS: _____

Date: _____

APPROVED AS TO FORM

FOURTEENTH AMENDMENT TO PURCHASE AGREEMENT

This Fourteenth Amendment to Purchase Agreement (the "Fourteenth Amendment") is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Ballpark, LLC, a South Carolina limited liability company, as assignee of Bright-Meyers Assembly Street, LLC, hereinafter referred to as "Buyer" effective as of the Amendment Effective Date (as hereinafter defined).

W I T N E S E T H:

WHEREAS, Seller and Bright-Meyers 2001 LLC entered into a Purchase Agreement effective August 27, 2012 (as amended by thirteen prior instruments, the "Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and

WHEREAS, pursuant to that certain Assignment of Purchase Agreement dated October 15, 2018 Bright Meyers 2001 LLC assigned its rights and obligations under the Agreement to its affiliate, Bright-Meyers Assembly Street, LLC, a Tennessee limited liability company; and

WHEREAS, pursuant to that certain Assignment of Contract dated January 29, 2019 Bright-Meyers Assembly Street, LLC assigned its rights and obligations under the Agreement to Ballpark, LLC; and

WHEREAS, the Agreement was most recently further modified, amended and clarified by that certain Thirteenth Amendment to Purchase Agreement effective June 16, 2020; and

WHEREAS, Seller and Buyer mutually desire to further modify and amend said Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Paragraph 14 of the Agreement is amended to provide that the Closing shall take place on or before the date which is sixty (60) days following the receipt of both (a) an agreement with Richland County regarding maintenance of applicable storm/flood easements ~~and (b) either (i) evidence that an updated CLOMR is not required or (ii) receipt of an updated CLOMR reviewed by FEMA, preferably in its entirety but at a minimum for the easements located outside of the City boundaries, and (b) either (i) evidence that upon project completion the LOMR can be based on the model from 2016 CLOMR for this project, (ii) a current effective model with new site and off-site improvements or (iii) an updated effective model with site specific calibrated information as the predevelopment conditions with the new site and off-site improvements input to represent post development conditions~~, but in no event shall Closing occur later than March 1, 2021, regardless of the status of the foregoing items; and, further, provided however, that Buyer shall give Seller written notice of its intent to close at least four (4) weeks prior to the desired Closing date.

2. The "Amendment Effective Date" is the date on which this Amendment is signed by both parties hereto.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Fourteenth Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

(Signatures appear on following page)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-078 Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 18, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- O-2020-078 adopt amended CRLF code (PDF)

ORDINANCE NO.: 2020-078

Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 18, 2020

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020 that the attached Commercial Revolving Loan Fund Code, revised August 18, 2020 is hereby adopted.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

COMMERCIAL REVOLVING LOAN FUND

8.1 PURPOSE

The City of Columbia, through economic development projects financed by the Commercial Revolving Loan Fund, seeks to improve the number and caliber of job opportunities, as well as to retain existing jobs within the City of Columbia. The City of Columbia seeks to foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs. Additionally, the City of Columbia seeks the revitalization of commercial corridors throughout the City.

This code provision applies to all of the City of Columbia's commercial revolving loan funds, including those funds capitalized with federal, state and local dollars, unless a fund is otherwise provided for under another section of this code.

Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.2 DEFINITIONS

1. *Commercial Revolving Loan Fund Committee of the City of Columbia (CRLF Committee).* Seven (7) member committee appointed by City Council to review and approve/disapprove loan applications
2. *CRLF:* Commercial Revolving Loan Fund
3. *CRLF Staff.* The staff of the City of Columbia
4. *Economic Development Administration (EDA).* A department of the United States Department of Commerce providing revolving loan funds to the City of Columbia
5. *Equity.* Total grants and private dollars brought to a project by a borrower from any source other than the City of Columbia.
6. *Minority Business.* A minority-owned business is a business which reflects 51% minority ownership and in control of management decisions. Minority refers to any individual of a race other than Caucasian (white).

APPROVED AS TO FORM

1

8/19/2020

Legal Department City of Columbia, SC

Last Revised 8/18/20

7. *Participating lender.* Banks and other institutional lenders who, in the regular course of business, make commercial loans
8. *Private commitment.* A commitment of funds needed for a project obtained from a bank, other lending institution, or legitimate private source
9. *Private to public dollar leveraging ratio.* The amount of private dollar investment, either through private commitment and/or a participating lender in a project in relation to the amount of public funds invested
10. *Small Business.* A small business is a start-up or expanding business which has 50 or fewer employees.
11. *Target Area.* From time to time the City may target a specific geographical area, census tract, corridor, or business type for funding. Such a designation will be considered a target area
12. *Total Project Cost.* Total direct costs incurred to carry out a project
13. *United States Department of Housing and Urban Development (HUD).* The Federal Agency that administers the Community Development Block Grant (CDBG) and any other federal funds awarded to the City Of Columbia
14. *Woman-owned business.* A business which reflects 51% female ownership and in control of management decisions is considered a women-owned business

8.3 TYPES OF LOANS

Commercial revolving loans may take the form of:

1. *Participation loans* made in conjunction with loans made by other public or private financial lending institutions, with subordination features, also known as gap financing;
2. *Commercial loans* with a minimum equity investment as determined by the funding source. (Equity investments can come from the owner, private and/or non-bank investors, grants, or other sources of equity.);
3. *Loans under \$10,000* which may not require bank participation or equity investment.
4. All loan types may offer special financing techniques, including moratoriums on interest and/or principal repayments for a specified period of time.

8.4 USE OF LOAN FUNDS

1. Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the staff and CRLF Committee.
2. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.5 ELIGIBLE APPLICANTS

1. The applicant must fit the definition of small business as defined by the City of Columbia - fifty (50) employees or less.
2. The business must be located within the corporate limits of the City of Columbia.
3. Applicants must agree to provide all information and business records requested pertaining to the loan or business during the application process or the term of the loan must be made available to the city. (Personal financial statements shall remain confidential.)
4. All principals or owners must agree to provide personal guarantees.
5. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding.
6. Minimum credit score. The City requires the applicant to have a minimum credit score of 600 to be eligible to apply for a commercial loan.
7. In order for a current loan recipient to be eligible for an additional loan, the applicant must meet the following conditions:
 - a. Minimum 50% equity requirement
 - b. Previous loan must either be paid off or have been in repayment for at least 2 years and be current with no late payments or defaults
 - c. Business must be in an identified target area of the City of Columbia
 - d. Business is unable to get all of the financing needed for the project from a private financial institution or other private source

Last Revised 8/18/20

8.6 INELIGIBLE ACTIVITIES

Commercial revolving loan funds cannot be used for the activities listed below. City staff may reject applications for ineligible activities.

1. The direct or indirect refinancing of any pre-existing debt or subsidizing interest payments on an existing loan.
2. Funds for payment, distribution, or as a loan to owners, partners or shareholders of the applicant's business, except as ordinary compensation for services rendered.
3. Acquisition of an equity position in a private business,
4. Loan guarantees (a promise by one party to assume the debt obligation of a borrower if the borrower defaults on a loan).
5. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.
6. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.
7. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.
8. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.
9. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.
10. Other activities prohibited by specific funding sources. See sections 8.18.1(c) for additional ineligible uses of EDA funds.
11. If City Staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the CRLF Committee of all applications that have been determined to be ineligible.

8. 7 FEES, INTEREST, TERMS AND LIMITS

1. Fees

Application Fee

A. A loan application fee of \$100, plus identifiable direct third-party charges (credit reports,), shall be collected at time of application to defer processing expenses.

Origination Fee

A loan servicing fee of up to one percent (1%) shall be added to the cost of the CRLF loan. Fees shall be predicated on local market conditions and commensurate to risk to the CRLF.

2. Interest

A. Unless otherwise dictated by the funding source, (see sections EDA - 8.18.4; CDBG – 8.19.5; CERF – 8.20.5) the interest rate to be charged on City of Columbia CRLF loans shall be set at one percent (1%) below the current money center prime rate quoted in the *Wall Street Journal*. This rate will change from time to time with changes in the prime rate. These changes will be reflected in the City's rate of interest on the last day of the month in which the change in prime rate occurs.

B. In no event shall the interest rate charged be less than ~~three~~ four percent (~~3~~4%) annually nor shall it be greater than the maximum interest allowed under state law. Adjustable interest rates and balloon/call provisions may be utilized.

3. Terms

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:

- A. Equipment: 7 to 10 years;
- B. Land and building: up to 25 years
- C. Inventory: up to 3 years
- D. Working Capital: up to 2 years
- E. Leasehold Improvements: up to 25 years
- F. All loans will have five (5) year balloon/call features

4. Limits

The city's maximum loan shall not exceed \$200,000.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

8.8 LOAN REVIEW COMMITTEE

The CRLF Committee shall consist of seven (7) members who shall assume responsibility for final approval of loan applications. The CRLF committee will be comprised of (1) one attorney with business or corporate expertise, (2) a licensed commercial contractor, (3-4) two small business persons (of which one may represent a small business development agency or a non-profit business), (5) a local bank representative, (6) a senior staff/administration member with the City of Columbia and (7) the Community Development Director with the City of Columbia. Individuals for these positions will be appointed by city council for two (2) year terms. City staff/administration members on the committee must not be the direct or indirect supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:

1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. Approve/deny subordination requests that would change the City's collateral position on an active loan;
4. Approve/deny referrals for legal action on defaulted loans;
5. Review policies and procedures which apply to CRLF funds; and
6. Review quarterly portfolio reports provided by staff.

In determining whether a loan request should be approved or denied, the CRLF committee is to consider the underwriting guidelines established under Section 8.10.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

8.9 APPLICATION PROCEDURES

1. An application form and all required supporting documentation must be submitted prior to a loan request being analyzed by City staff.
2. Loan Applications must include the following to be considered complete:
 - a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.
 - b. Personal financial statements for all principals of the business.

- c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
 - d. If an Applicant does not have three (3) years of tax returns or financial statements, the COC shall require personal tax returns of the principals in the business
 - e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
 - f. A detailed projection of earnings for the next three (3) years must be submitted by the applicant.
 - g. Incorporation documentation for incorporated businesses.
 - h. Verification of current number of employees.
 - i. All loan requests of more than \$50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.
3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the CRLF committee for approval within sixty (60) days.
4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.
5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.

8.10 UNDERWRITING CRITERIA (CONSIDERATION AND REVIEW OF APPLICATIONS)

Before submitting an Application Package to the CRLF Committee, City staff will review the package for the following underwriting criteria.

- 1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.
- 2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.
- 3. The applicant must obtain a minimum private commitment of 10% (or higher as required by the applicable funding source-CDBG section 8.19.3; EDA section 8.18.3; CERF section 8.20.3) of the total project costs, where required. City of Columbia grants cannot be used to meet an applicant's minimum equity investment.

Last Revised 8/18/20

4. Each loan must create or retain one job per \$35,000 borrowed. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the business within two (2) years without public support.
5. The applicant's credit, capacity and collateral is adequate.
 - a. Borrowers should have a debt coverage ratio of 1.0-1.15 and above.
 - b. Applicants must show evidence of adequate and acceptable collateral sufficient to provide a legitimate secondary repayment source through the life of the loan.
 - i. Collateral should have a maximum loan to value ratio of:
 - (a) 50-75% for inventory, equipment and receivables and
 - (b) 80% for real estate
 - (c) The ratio for the loan value to the collateral needed shall be determined by staff.
 - ii. The City may take a subordinate position to other lenders.
 - iii. Collateral is required on all loans above \$10,000. Loans under \$10,000 may be approved with proper personal guarantees (and UCCs if applicable) to satisfy collateral requirements.
 - iv. Any subordination agreements occurring after loan closing may be executed by City staff unless the result would change the City's position to a lesser position, in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.
6. The business data provided by the application shows the business as solvent, efficient and or profitable.
7. The applicant demonstrates adequate funding to complete the proposed improvement project.
8. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.
9. No conflicts of interest or perceived conflicts of interest exist preventing award.
10. Preference will be shown to applicants included in one or more of the following classifications:
 - a. minority-owned small businesses;
 - b. women-owned small-businesses;
 - c. commercial and/or business activities which have a significant economic benefit;
 - d. acquisition and renovation of older buildings in a target area;
 - e. businesses involving new technology; and
 - f. applicants with high job and private to public dollar leveraging ratios

Last Revised 8/18/20

After staff's analysis the underwriting criteria, all eligible completed Application Packages shall be submitted to the loan review committee for consideration.

8.11 LOAN CLOSING REQUIREMENTS AND MONITORING

1. Personal guarantees are required on all loans in addition to any other collateral requirements determined by the CRLF committee.
2. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
3. City staff should ensure that all loans are protected through adequate insurance coverage.
 - A. Key man insurance (an insurance policy taken out by a business to compensate that business for financial losses that would arise from the death or extended incapacity of an important member of the business) may be required under the following circumstances:
 1. The business is a sole proprietorship with no succession plan.
 2. The loan amount is greater than \$50,000.
 3. There is no real estate used as collateral for the loan.
4. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.
5. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
6. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.

8.12 REPORTING

A semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.

8.13 DELINQUENCY AND DEFAULT

Delinquency is defined as:

- A. past due – up to 30 days late,
- B. seriously delinquent – from 30 to 90 days late; and
- C. Default – over 90 days late.

Last Revised 8/18/20

1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.
2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:
 - a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
 - b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure.
3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the private lenders or the city manager who may specify other possible action.

8.14 LOAN SERVICING

1. Subsequent to approval and commitment, CRLF staff will coordinate loan closing with the other participating lender, borrower, and closing attorney. A document file will be established by CRLF staff when the loan is booked in by accounting. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by CRLF staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained within the loan documents.

CRLF loans will be of three (3) types with regards to servicing responsibilities:

- a. A joint loan made in concert with a private lender (lead lender) where the lead lender services the loan and periodically remits to the city its participant's share of monies collected.
- b. A separate city loan funded by CRLF and underwritten in concert with and related to the loan of the leads lender but independently evidenced and secured. In this instance, the city's loan will be serviced by the lead lender or a loan servicing agent selected by the city.
- c. All loans not serviced by the lead lender or a loan servicing agent selected by the City will be serviced by City staff.

8.15 INSPECTION OF PREMISES AND RECORDS

1. Subsequent to approval and commitment, city staff will coordinate loan closing with the private or public lender where applicable, borrower and closing attorney. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by City staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.

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2. The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

8.16 PRIVACY PROTECTION POLICY

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must be secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

8.17 PORTFOLIO GOALS AND PERFORMANCE

1. The CRLF as a whole should create or retain one job per \$15,000 borrowed.
2. Working capital loans shall be initially limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio
3. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.
4. A goal of 35% women-owned businesses participation shall also apply.
5. Loans for start-up businesses shall be limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

8.18 ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS THROUGH THE DEPARTMENT OF COMMERCE

1. Specific EDA RLF Requirements

a. Use of RLF Cash Available for Lending. The City must use RLF Cash Available for Lending for the purpose of making loans that are consistent with an approved Revolving Loan Fund Plan (RLF) or such other purposes approved by the EDA. To ensure that grant funds are used as intended, each loan agreement must clearly state the purpose of each loan. (See 13 C.F.R. § 307.17(a).)

b. Bank Participation. This fund requires bank participation. A letter of credit must be submitted with the loan application.

- c. Restriction on Use of RLF Cash Available for Lending. In addition to City of Columbia ineligible uses, RLF Cash Available for Lending shall not be used to:
- i. Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;
 - ii. Enable borrowers to acquire an interest in a business, either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objective of the RLF;
 - iii. Provide RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investments unrelated to the RLF;
 - iv. Refinance existing debt, unless:
 - (a) The City sufficiently documents in the loan documentation a "sound economic justification" for the refinancing (e.g. the refinancing will support additional capital investment intended to increase business activities); or
 - (b) The RLF Cash Available for Lending will finance the purchase of the rights or a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an RLF loan. RLF funds may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an RLF's costs plus a reasonable portion of the outstanding RLF loan within a reasonable timeframe approved by EDA following the date of refinancing.
2. Loan Amount. The maximum loan amount is \$200,000.
3. Private Commitment Requirement for each loan. RLF awards cannot exceed 50% of the total project cost (a minimum of 50% of the total project cost required to be from other non-RLF sources). The RLF loans funded by EDA require a 2 to 1 non-RLF match.
4. Interest Rates. The minimum interest rate the City may charge pursuant to EDA guidelines is four (4) percentage points below the lesser of the current Money Center Prime Interest Rate quoted in the Wall Street Journal or the maximum interest rate allowable under state law. In no event shall the interest rate be less than the lesser of four (4) percentage points or seventy-five percent (75%) of the prime interest rate quoted in the Wall Street Journal.
5. Leveraging of RLF Portfolio. RLF loans must be used to leverage additional investment of at least two dollars for every dollar of such RLF loans. This leveraging requirement applies to the RLF portfolio as a whole rather than to individual loans and is effective for the duration of the

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RLF's operation. To be classified as leveraged, additional investment must be made within twelve (12) months prior to approval of an RLF loan, as part of the same business development project, and may include:

- a. capital invested by the borrower or others;
- b. financing from private entities;
- c. the non-guaranteed portion and ninety (90) percent of the guaranteed portions of any Federal loan; or
- d. loans from other state and local lending programs.

Private investments shall not include accrued equity in a borrower's assets.

6. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

8.19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

The City of Columbia may from time to time allocate additional Community Development Block Grant (CDBG) dollars for revolving loan fund use.

1. Specific CDBG requirements

A. Eligible activity: All projects must be an eligible activity per HUD regulations (Title 24 Section 570.201-202). Examples of eligible activities include, but are not limited to: acquisition, code enforcement, commercial rehabilitation, technical assistance, planning, micro-enterprise development, and special economic development.

B. National Objective: All projects must also meet one of HUD's national objectives: (a) benefit to low/moderate income persons, (b) eliminate/prevent slum or blight, or (c) urgent community need. If a project is located within a designated empowerment zone or eligible census tract there is a presumption of meeting the low/moderate income benefit standard.

C. Public Benefit: If a project is designated as special economic development, in addition to being an eligible activity meeting a national objective, it must also meet HUD's public benefit standards.

2. The maximum loan amount shall be \$200,000. The CRLF committee may adjust this limit in keeping with the requirements of the funding source.

3. A minimum equity investment of 10% by the borrower is required.

4. All loan requests of more than \$50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.

5. Interest Rate: See Section 8.7(2).

8.20 COLUMBIA ECONOMIC RENAISSANCE FUND (CERF).

1. Specific CERF requirements: This fund is capitalized with general fund dollars. Bank participation is not required; however, it is encouraged.

A. Eligible applicants and uses: Developers, including City of Columbia development corporations and businesses owners are eligible to apply for funding based on the eligible activities listed below:

- i. Developers and development corporations: property acquisition and pre-construction costs.
 - ii. Business owners: property acquisition, construction, business expansion, and other activities related to economic development.
2. The maximum loan shall be \$200,000 for any one project. However, the CRLF committee may adjust this limit based on available funding.
3. A minimum equity investment of 10% by the borrower is required.
4. All loan requests of more than \$50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.

5. Interest Rate: See Section 8.7(2).

A. Loans may have an interest only component.

6. Development and rehabilitation projects must be complete within two (2) years of closing.

8.21 CONFLICT OF INTEREST

1. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.

2. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other

Last Revised 8/18/20

activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.

3. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.

a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.

b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict

c. When a conflict of interest or perceived conflict of interest arises, the commercial revolving loan committee may not loan funds to an interested party.

d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.

e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.

4. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.

5. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-079 Adopting the Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- O-2020-079 adopt CARES Act Revolving Loan Plan (PDF)

ORDINANCE NO.: 2020-079*Adopting the Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020 that the attached Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards is hereby adopted.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/19/2020

Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards

Resilient Columbia CARES Act Revolving Loan Fund Plan Summary

This Loan Fund Plan highlights how the CARES Act Revolving Loan Fund Supplemental Disaster and Recovery Resiliency Award will vary from the existing RLF Plan, included as an Appendix, and referenced below.

Resilient Columbia CARES Act Revolving Loan Fund Purpose:

Capital access remains the most important factor limiting the growth and development of small businesses. Given this constraint, the current financial environment due to COVID-19 has placed an even greater burden on local entrepreneurs who are trying to keep their businesses open in today's turbulent economy.

To “prevent, prepare for, and respond” to the economic injury attributed to the coronavirus (COVID-19), the Resilient Columbia CARES Act Revolving Loan Fund will be used to finance small businesses located within the corporate limits of the City of Columbia that have been impacted by the pandemic. Documentation providing evidence of a loss in revenue since the start of the COVID-19 is strongly suggested. Under this RLF, business owners may apply for a loan ranging from \$10,000 - \$200,000. These loans will be zero percent (0%) the first year of repayment and 2.5% fixed for the remaining loan term. Funds may be used as outlined in the existing EDA RLF plan, for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the RLF Committee for the City of Columbia.

In addition to the aforementioned allowable uses, loans provided under the Resilient Columbia CARES Act Revolving Loan Fund may include, but are not limited to, the development of crisis management plans, COVID-19 testing for employees; employee safety training on providing a safe and sanitary work environment to prevent the spread of COVID-19; needed modifications to business operations and facilities to accommodate social distancing; purchasing of personal protective equipment, cleaning supplies and materials or service; inventory; technology to assist with e-commerce and scheduling; and instructional signage.

For this new award, the City of Columbia will file ED-209 and loan lists according to the existing attached Plan. During the performance period of the award (disbursement phase), additional reporting is required:

1. Performance Progress Reports as described starting on Page 3 of the Specific Award Conditions

2. Federal Financial Reports (SF-425) as described starting on page 5 of the Specific Award Conditions

The EDA flexibilities allowed under this award also includes waiving the following three variances in paragraph 12 of the Specific Award Conditions:

1. Minimum interest rate for RLF loans (13 CFR 307.15(b)(1))
2. Requirement for RLF loans to leverage additional capital (13 CFR 307.15(c))
3. Requirement to document evidence demonstrating that credit is not otherwise available (13 CFR 307.11(a)(1)(ii)(H))

These three waivers apply only during the disbursement phase or for two years, whichever comes first:

To make credit more quickly and easily available to borrowers impacted by COVID-19 under the Resilient Columbia CARES Act Revolving Loan Fund, the City of Columbia will

- Waive the application fee (\$100.00) and credit check fee (\$19.00);
- Waive the loan origination Fee (1% of total amount borrowed);
- Review individual credit worthiness and when necessary, waive the minimum credit score of 600;
- Review minimum collateral requirements when necessary and assess assets on a case by case basis;
- Set loan interest rates at zero percent (0%) for the first year, then 2.5 percent (2.5%) fixed for the remaining term of the loan;
- Current CRLF Loan recipients in good standing are eligible for additional funding under the Resilient Columbia CARES Act Revolving Loan Fund at the discretion of the CRLF Committee;
- Encourage bank participation but not required; and
- Streamline the application process and documentation required for consideration.

The attached draft loan application and check list will serve as the application for the Resilient Columbia CARES Act Revolving Loan Fund. The application and documentation required will be at the discretion of the Office of Business Opportunities Director and Loan Officer(s) and specifically replace any requirements in Section 8.5 (6 -7) on page 3, Section 8.7 (1-2) on page 5, Section 8.9 (1-5) on pages 6-7, Section 8.10 (3-5) on pages 7-8, Section 8.18 (1b., 3-6) on pages 11-13) of the existing plan as allowed by the above Specific Award Conditions and administration flexibility granted by EDA. Due to economic injury experienced by our small business community and urgency in providing this financing, the materials required for this new fund have been modified to accommodate variances due to the pandemic.

All other terms and conditions that are not hereby included are to remain in full force and effect unless allowed by EDA or CARES Act regulatory changes.



Resilient Columbia CARES Act Revolving Loan Application

For Office Use Only:

SIC CODE _____
Council Dist _____
Zoning _____
Date Received _____
OBO Staff Initials _____

Company Name: _____ Date Established: _____
(Please Print)
Street Address: _____ Federal Tax ID# _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

Form of Ownership: Sole Proprietor _____ Corporation _____ Partnership _____ Type of Business _____

Are you currently a party to any lawsuits or pending lawsuits? _____

Are you currently in or have you ever been in bankruptcy? _____

Please note credit score will be evaluated in application process and considered on a case by case basis. Up to two credit reports may be required for score verification.

OWNERSHIP INFORMATION (List below all owners and officers, directors, partners, with 20% or more total stock)

Owner(s) Name (Please Print)	Social Security #(Required)	%Ownership	Title	# Years with Company
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PRINCIPAL OFFICER (S)/MANAGER (S)

Name	Title	# Years with Company
------	-------	----------------------

Is this business a Start-up or seeking an Expansion? _____

If this is an Expansion, what is the current number of employees? _____ (Upon approval, a detailed demographic report will be required)

What is the projected number of new employees after start-up or expansion? _____

What type of Business Insurance do you currently have? _____

Current Financial Institution(s)	Contact Person	Phone #
----------------------------------	----------------	---------

SOURCES OF TOTAL PROJECT COST

Total Projected Cost: (List detail on reverse) \$ _____ (This should equal the three (3) sources listed below.)

Owner Funds: \$ _____ Bank Loan: \$ _____ City Loan: \$ _____

Purpose of Loan (s): _____

Target Date for Loan (s): _____

Applicant Representatives' name, address & phone:

Bank contact: _____

Attorney: _____

Accountant: _____

CONSTRUCTION PROJECTS ONLY COMPLETE THIS SECTION

Is this a construction project? _____

Please attach the following information to this application for all construction projects, including remodeling and up-fit:

- _____ Plans and Specifications of Proposed Construction
- _____ Architectural and Engineering Drawings of Proposed Construction
- _____ Detailed Construction Estimate from a Contractor to Include all Costs



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Office of Business Opportunities, 1401 Main St, 4th Floor, Columbia, SC 29201 • Phone: 803-545-3950 • Fax: 803-255-89

Resilient Columbia CARES Act Revolving Loan Fund

Expedited Loan Documentation Checklist

In order to evaluate your loan request, you are required to submit the following documentation at the time of application. Please check all items, sign, date and return with application.

- ___ **Complete Resilient Columbia RLF Loan application**
- ___ **City of Columbia Business License**
- ___ **Business Plan or Narrative of the Business** – Information will be used to verify applicant's knowledge of the business & industry, current business goals, reasons the goals are attainable, and plans for reaching those goals.
- ___ **Business Cash Flow Projections for 12 months** – can be based on the business plan, a standard template is available on the OBO website at www.columbiasc.gov/obo/commercialloans
- ___ **Please check one:**
 - ___ **Startup Business** - *Startup Balance Sheet*, a standard template is available on the OBO website at www.columbiasc.gov/obo/commercialloans
 - ___ **Existing Business** - *Balance Sheet and Income Statements for Past Two (2) Fiscal Years*, not less than 60 days old
- ___ **Two (2) Most Recent Years Tax Returns (Personal and Business)** with all schedules and W-2's for all filers.
- ___ **Signed and Dated Personal Financial Statement (PFS)** to indicate whether principal has financial strength outside of business, a standard template is available on the OBO website at www.columbiasc.gov/obo/commercialloans.
- ___ **Two Most Recent Bank Statements (Personal and Business)**
- ___ **Resume of Applicant(s)**
- ___ **Copy of Drivers' License or Other Government Issued Photo ID for all Applicants**

Applicant Signature

Date

Applicant Signature

Date



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-080 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges; add Sec. 13-6. Court administrator, and renumber sections

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2020-080 amend Sec 2-127 Director of municipal court Ch 13 Municipal Court (PDF)

ORDINANCE NO.: 2020-080

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges; add Sec. 13-6. Court administrator, and renumber sections

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges are hereby amended; and Sec. 13-6. Court administrator is hereby added and proceeding sections are renumbered to read as follows:

Sec. 2-127. Director of municipal court/administrative municipal court judge.

The administrative municipal court judge is appointed by City Council, per sec. 13-2. The director of municipal court, subject to the city manager, shall have administrative supervision over the activities relating to municipal court administration, and city records management and shall perform such additional duties as may be assigned by the city manager. Council may elect to have the administrative municipal court judge perform both functions, in which case the administrative municipal court judge shall also have administrative supervision over the activities relating to municipal court administration, and city records management and shall perform such additional duties as may be assigned by the city manager.

Sec. 13-1. Establishment of municipal court.

There is hereby established a municipal court for the city pursuant to S.C. Code 1976, § 14-25-5.

Sec. 13-2. Administrative municipal court judge and municipal court judges.

The court shall be presided over by an administrative municipal judge and by one or more municipal judges, who shall be appointed by the city council for a term fixed by the city council of not less than two years but not more than four years and shall continue to serve beyond the appointed term until a successor is appointed and qualified.

(a) The administrative municipal court judge shall be an attorney who is a member in good standing with the South Carolina Bar. The administrative municipal court judge shall, on a weekly basis, preside over various terms and sessions of court, jury and non-jury matters; schedule and assign other municipal judges to various terms and sessions of court; cause all ~~necessary administrative or other filing or reporting~~ requirements of the South Carolina Supreme Court or South Carolina Court Administration be properly and timely prepared and submitted; direct and oversee the judicial and administrative duties of the municipal court; and establish, review and revise the procedures of the court. All such duties shall be exercised in accordance with state law and municipal ordinances, rules and regulations. ~~The administrative municipal court judge, subject to city manager, shall exercise general supervisory control over the municipal court department and all municipal court employees. The administrative municipal court judge shall monitor all court operations and procedures, maintain court records, dockets, recordings and transcripts, maintain liaison with all municipal judges and perform such additional duties as may be required by law.~~

(b) Municipal judges shall be attorneys at law appointed by the city council to preside over terms of municipal court set by the administrative municipal court judge. Judges may be full-time or part-time as determined by the council.

Sec. 13-3. Rules and regulations.

The administrative municipal judge shall have power to make such rules and regulations, not inconsistent with state laws and city ordinances, for the conducting of the business of the municipal court, as may be necessary for the dispatch of the court, the preservation of order and the furtherance of public justice.

Sec. 13-4. Assessment of costs.

The municipal judge of the city may assess certain charges as the costs of court on defendants convicted, or dismissed through leniency.

Sec. 13-5. Installment payment of fines.

The judge of the municipal court may authorize the payment of fines in installments in such cases and upon such terms as the municipal judge, in his discretion, deems appropriate.

Sec. 13-6. Court administrator.

The municipal court administrator, subject to the city manager, shall exercise general supervisory control over the municipal court department and all municipal court employees, to include the clerks of the court, personnel of the violations bureau, bailiffs and all secretaries. He shall monitor all court operations and procedures, maintain court records, dockets, recordings and transcripts, maintain liaison with all municipal judges and perform such additional duties as may be required by law or assigned to him by the city manager.

Sec. 13-67. Ministerial recorder.

The city council hereby establishes the office of ministerial recorder. Ministerial recorders shall be elected from time to time by the council and shall serve at its pleasure or until the office is vacated when employment with the city is terminated. The compensation of ministerial recorders shall be fixed by the city council. Ministerial recorders of the city shall perform the powers provided by law and shall be subject to supervision of the court administrator. Ministerial recorders shall not be law enforcement officers but may hold any other position under the court administrator.

Sec. 13-78. Clerk of court.

Pursuant to South Carolina Code Sec., 14-25-35, the municipal clerk or other municipal employee may be appointed to serve as clerk of the court. The clerk of the court shall keep such records and make such reports as may be determined by the State Court Administrator.

Sec. 13-89. Juror compensation.

Municipal court jurors shall receive compensation of \$10.00 per day and \$5.00 for mileage per day.

This ordinance is effective as of final reading.

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-011 Approving the renaming of the Change-Up Program to the "Deborah Christie Customer Assistance Program"

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- R-2020-011 Deborah Christie Customer Assistance Program (PDF)

HISTORY:

01/21/20 Columbia City Council DEFERRED

RESOLUTION NO.: R-2020-011

*Approving the renaming of the Change-Up Program to the
"Deborah Christie Customer Assistance Program"*

WHEREAS, Deborah Christie was born in Heidelberg, Germany and raised in a military environment in various parts of the United States and Europe; and,

WHEREAS, in 1980 Ms. Christie moved to Columbia, South Carolina and began a career with Bank of America as a teller, quickly became a branch manager then served as a Vice President for 18 years; and,

WHEREAS, in 2000 Ms. Christie changed career paths and joined the City of Columbia as the Community Development Director, where her leadership and creative skills in financial assistance to low and poverty level citizens excelled. Ms. Christie's desire and dedication to assist the citizens of Columbia led her to design and develop innovative financial assistance programs that helped Columbia's low income citizens become financially self-sufficient as well as become homeowners; and,

WHEREAS, one such program Ms. Christie designed and developed was the Change-Up Program that offered financial assistance to Columbia's water customers in paying their past due water and sewer bills; and,

WHEREAS, to provide greater assistance opportunities, the customer assistance limit for the Change-Up Program will be increased from Three Hundred and No/100 (\$300.00) Dollars to Five Hundred and No/100 (\$500.00) Dollars, and at the discretion of the City Manager or designee may be increased up to Seven Hundred Fifty and No/100 (\$750.00) Dollars based on hardship. Qualifying customers may receive assistance up to two (2) times every three (3) years but no more than one (1) time every twelve (12) months; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2020 that in honor of Ms. Christie's tireless service and dedication to the City of Columbia and its residents the Change-Up Program shall be renamed the "Deborah Christie Customer Assistance Program".

Requested by:

Assistant City Manager Shealy

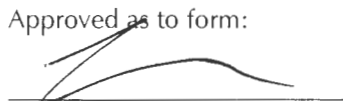
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-086 Authorizing the Incorporation of the Columbia Community Investment Fund, a South Carolina Nonprofit Corporation, for the Purpose of Applying for Certification as a Community Development Entity and Applying for one or more Allocations Under the New Markets Tax Credit Program and Authorizing the Performance of Any and All Actions Necessary for the Formation and Organization of the Corporation

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- R-2020-086 Community Development Entity Certification (PDF)

RESOLUTION NO.: R-2020-086

AUTHORIZING THE INCORPORATION OF THE COLUMBIA COMMUNITY INVESTMENT FUND, A SOUTH CAROLINA NONPROFIT CORPORATION, FOR THE PURPOSE OF APPLYING FOR CERTIFICATION AS A COMMUNITY DEVELOPMENT ENTITY AND APPLYING FOR ONE OR MORE ALLOCATIONS UNDER THE NEW MARKETS TAX CREDIT PROGRAM AND AUTHORIZING THE PERFORMANCE OF ANY AND ALL ACTIONS NECESSARY FOR THE FORMATION AND ORGANIZATION OF THE CORPORATION

WHEREAS, low-income communities experience a lack of investment, as evidenced by vacant commercial properties, outdated manufacturing facilities, and inadequate access to education and healthcare service providers; and,

WHEREAS, the New Market Tax Credit Program (“NMTC Program”), which was authorized by federal law in 2000 and has been reauthorized six times since then (most recently in 2019), aims to break this cycle of disinvestment by attracting the private investment necessary to reinvigorate struggling local economies; and,

WHEREAS, in order to help economically distressed low-income communities, the NMTC Program seeks to attract private capital by permitting individual and corporate investors to receive a tax credit against their federal income tax in exchange for making equity investments in specialized financial intermediaries called community development entities (“CDEs”); and,

WHEREAS, the NMTC Program permits CDEs to apply for an allocation of New Market Tax Credits (“NMTC”) authorized from time to time under the NMTC Program, which NMTC may be deployed within the particular CDEs’ service areas to attract investment capital for low-income communities and projects located in such communities; and,

WHEREAS, the City of Columbia, South Carolina (the “City”) undertakes programs for the reconstruction and rehabilitation of blighted areas in the City, the preservation and increase in the supply of housing affordable to low- and moderate-income households (including the support of home ownership programs), the support of small and/or community businesses through commercial loans, the façade improvement program, job retention and creation programs and development of entrepreneurship programs and the provision of resources and opportunities for growth of community development programs, focusing on disaster recovery, financial empowerment, neighborhood services, health-care and food insecurity issues; and,

WHEREAS, the City desires to form a new corporate entity, whose primary mission will be to provide investment capital for low-income communities and projects located in such communities, pursuant to the South Carolina Nonprofit Corporation Act, codified within Title 33, Chapter 31, Code of Laws of South Carolina 1976, as amended (the “Act”), to be known as Columbia Community Investment Fund (the “Corporation”), and for the Corporation to apply for a designation as a CDE for the purpose of applying for a NMTC allocation from the United States Treasury in 2020; and,

WHEREAS, the Corporation will serve as a conduit between the capital markets and low-income communities by lending the investment capital it receives to qualified projects, and will maintain accountability to residents of low-income communities through representation on its Advisory Board; and,

WHEREAS, the proposed Articles of Incorporation, attached hereto as Exhibit A, state that the purpose of the Corporation is to make qualified Low-Income Community investments in the City and elsewhere in Richland and Lexington Counties (collectively, the “Service Area”) or other activities that qualify for the New Markets Tax Credit; and,

WHEREAS, the proposed Bylaws, attached hereto as Exhibit B, will be considered for adoption by the Corporation’s Board of Directors, who will be initially appointed by the sole incorporator and thereafter designated or appointed as set forth in the Bylaws pursuant to the Act; and,

WHEREAS, the incorporation of the Corporation will allow the City to seek investment capital to increase the level of investment in projects in low-income communities in the City and in the broader Service Area; and,

WHEREAS, authorizing the incorporation of the Corporation in order to apply for the NMTC Program will allow the Corporation to seek and provide for such investment capital; NOW, THEREFORE,

BE IT IS RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2020 as follows:

Section 1. The City Council of the City of Columbia, South Carolina (the "City Council") hereby determines that it is in the best interests of the public to authorize the incorporation of the Corporation.

Section 2. The City Council hereby authorizes and directs the Mayor, the City Manager, the Assistant City Manager for Development, or any of them acting alone or in concert, to serve as the sole or initial incorporators, to incorporate the Corporation as a South Carolina nonprofit corporation pursuant to the Act, for the purpose of applying for certification as a CDE and/or one or more allocations of New Markets Tax Credits pursuant to the NMTC Program, and to execute any applications, certificates or documents and to do any and all things and to approve, carry out, give effect to, and comply with and perform any and all actions necessary or desirable, with the advice of the City attorney, in connection with the formation and organization of the Corporation or the terms and intent of this Resolution and the documents herein referenced.

Section 3. This Resolution shall take effect immediately upon its passage.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

Resolution No.: R-2020-086**Exhibit A****Columbia Community Investment Fund****Articles of Incorporation**

The optional provisions which Columbia Community Investment Fund (the “Corporation”) elects to include in the articles of incorporation are as follows (see §33-31-202(c) and the applicable comments thereto):

(a) Purposes.

(1) The Corporation is not a corporation organized for profit. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, its directors, officers, employees, agents or other private shareholders or persons except that the Corporation shall be authorized to pay reasonable compensation for services rendered.

(2) The purposes for which the Corporation is organized and the business and objectives to be carried on and promoted by the Corporation are as follows:

(A) To assist the City of Columbia, South Carolina (“City”) by: (i) aiding economically depressed, distressed or blighted areas of the City; (ii) benefiting economically disadvantaged citizens of the City and in Richland and Lexington Counties (collectively, the “Service Area”), including the unemployed and underemployed; and (iii) aiding businesses to locate or remain in economically depressed, distressed or blighted areas of the Service Area and thereby provide job creation and training to the unemployed or underemployed in such areas which may not otherwise be available but for the assistance of the Corporation. To provide the foregoing assistance, the Corporation will, without limitation, promote and encourage the retention of existing industries and businesses and the establishment and location of new industries and businesses in economically distressed, depressed or blighted areas of the Service Area and surrounding areas by generating private investment capital through the New Markets Tax Credit Program (the “NMTC Program”) to be made available for investment in low-income communities (as defined in the law and regulations governing the NMTC Program). The City is a governmental unit within the meaning of Sections 509(a)(1) and 170(b)(1)(A)(V) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States revenue law (the “Code”). The Corporation also shall be operated, supervised, or controlled by or in connection with the City, and shall not be controlled directly or indirectly by one or more disqualified persons (as defined in Section 4946 of the Code). The Corporation is organized and at all times shall be operated in such a manner as to qualify and be recognized as a supporting organization described in Section 509(a)(3) of the Code. In order to fulfill this purpose, and as required by the NMTC Program, the Corporation shall (1) apply to the United States Treasury Department’s Community Development Financial Institution Fund (the “CDFI Fund”) for designation as a “Community Development Entity” as required by the NMTC Program and (2) apply for an allocation of tax credits under the NMTC Program and (3) if the Corporation receives an allocation of tax credits under the NMTC Program, transfer that allocation to one (1) or more for-profit subsidiaries established in accordance with the regulations governing the NMTC Program for purposes of making investments in low-income communities in the Service Area. Notwithstanding any other provision in these Articles of Incorporation or the Bylaws of the Corporation to the contrary, the Corporation is expressly authorized to establish such subsidiaries, as needed, in accordance with applicable law, without further action of the City.

(b) Powers.

(1) The Corporation is organized and shall be operated exclusively for the purposes described above in Section (a)(2)(A) above. The Corporation shall have all such powers as are required by and are consistent with its purposes, including, but not limited to, the power to acquire and receive funds and property of every kind and nature, whatsoever whether by purchase, conveyance, lease, gift, grant, bequest, legacy or

otherwise, own hold, expend, make gifts, grants, loans, and contributions of, and to convey, transfer and dispose of any funds and property and the income therefrom, all in furtherance of the purposes of the Corporation as hereinabove set forth; provided however, that the Corporation shall at all times be operated as a nonprofit corporation as provided in the South Carolina Nonprofit Corporation Act of 1994 as now enacted or hereafter amended (the "Act").

(2) In furtherance and not in limitation of its purposes set forth above, it is expressly provided that the Corporation, shall have the following powers:

(A) to enter into, make and perform contracts of every sort and kind with any person, firm, association, corporation, municipality, body politic, housing authority, county, state, or with the federal government or any agency or instrumentality thereof; including, without limitation, contracts with the City for such staff support and financial assistance as may be required by the Corporation;

(B) to advance or lend money or provide equity capital to any person, association, corporation, municipality, body politic, housing authority, county or state in such manner and upon such terms as is deemed expedient;

(C) to borrow money, to acquire, own, hold, sell, negotiate, assign, deal in, exchange, transfer, mortgage, pledge or otherwise dispose of mortgages, notes, evidences of indebtedness, and all other securities or choses in action issued or created by any person, firm, association, corporation, municipality, body politic, housing authority, county, state, or with the federal government or any agency or instrumentality thereof;

(D) to sell, lease, sublease, or otherwise make available to any person, firm, association, corporation, municipal, body politic, housing authority, county or state any real estate or interest therein acquired by the Corporation;

(E) to employ agents, employees, consultants and independent contractors necessary to carry out the purposes of the Corporation and to fix their compensation and terms and conditions of employment;

(F) to solicit proposals from low-income businesses and from potential investors in the NMTC Program for projects meeting the economic development goals and objectives of the City and satisfy the requirements of the NMTC Program;

(G) to attain and maintain its status as a qualified community development entity for purposes of the NMTC Program;

(H) to organize and operate subsidiary entities in furtherance of the purposes of the Corporation as set forth herein;

(I) to do everything necessary, proper, convenient or incident to effect any or all of the purposes for which the Corporation is organized; and

(J) to exercise all the rights, privileges, powers, and immunities available to nonprofit corporations under the laws of the State of South Carolina.

(3) Notwithstanding any provision of the Articles of Incorporation to the contrary, all of the assets and earnings of the Corporation shall be used, and all powers of the Corporation shall be exercised, exclusively for the public purposes set forth herein, including the payment of expenses incidental thereto.

(c) Directors. The directors of the Corporation shall be the persons who qualify from time to time in the manner specified in the Bylaws of the Corporation.

(d) Amendments. No amendment shall be made to the Articles of Incorporation or the Bylaws of the Corporation without the approval of the City Council of the City.

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Resolution No.: R-2020-086**Exhibit B**

BYLAWS
OF
COLUMBIA COMMUNITY INVESTMENT FUND

ARTICLE I
NAME AND OFFICES

Section 1.01. Corporate Name. The name of the Corporation shall be "Columbia Community Investment Fund". The principal office of the Corporation shall be at the location identified in the Corporation's Articles of Incorporation, as such Articles of Incorporation may be amended from time to time. The Corporation may have such other offices, either within or without the State of South Carolina (the "State"), as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 1.02. Registered Office. The registered office of the Corporation required by the South Carolina Nonprofit Corporation Act of 1994, as amended (the "Act"), to be maintained in the State shall initially be at the location identified in the Corporation's Articles of Incorporation, and the address of the registered office may be changed from time to time by the Corporation.

ARTICLE II
ORGANIZATION

The Corporation shall be a nonprofit organization (i) established and operated in accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and the regulations thereunder, and Sections 12-6-580 and 12-6-1120 of the Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"); and (ii) incorporated under Article 1, Chapter 31, Title 33 of the Act. The Corporation shall be an independent and autonomous organization. Its period of duration shall be perpetual unless terminated in accordance with Article X, infra.

ARTICLE III
PURPOSES AND POWERS

Section 3.01. Corporate Purposes. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code; provided, however, no part of the net earnings thereof shall inure to the benefit of any private shareholder or individual; provided further, no substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, except to the extent permitted by law; provided further, the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on by (i) an organization described in Internal Revenue Code Section 501(c)(3) or (ii) an organization contributions to which are deductible under the Internal Revenue Code Section 170(c)(2) or any other corresponding provision of any future United States law. Notwithstanding any other provisions of these Bylaws, the Corporation is organized and operated exclusively for charitable, educational or religious purposes within the meaning of Internal Revenue Code Section 501(c)(3). The Corporation is further authorized to undertake any and all lawful activities necessary or incident to purposes established in Article III of these Bylaws, except as limited in the Corporation's Articles of Incorporation.

Subject to the limitations contained in the Corporation's Articles of Incorporation, the Corporation is organized and shall operate exclusively as a nonprofit corporation to assist and support the City of Columbia, South Carolina (the "City") as may be permitted by applicable law (the "Purposes"). Without limitation, the Purposes shall include assisting the City by: (i) aiding economically depressed, distressed or blighted areas of the City and Richland and Lexington Counties (collectively, the "Service Area"); (ii) benefiting economically disadvantaged citizens of the Service Area, including the unemployed and underemployed; and (iii) aiding businesses to locate or remain in economically depressed, distressed or blighted areas in the Service Area and thereby provide job creation and training to the unemployed or underemployed in such areas which may not otherwise be available but for the assistance of the Corporation. To provide the foregoing assistance, the Corporation will, without limitation, promote and encourage the retention of existing industries and businesses and the establishment and location of new industries and businesses in economically distressed, depressed or blighted areas of the Service Area by generating private investment capital through the New Markets Tax Credit Program (the "NMTC Program") to be made available for investment in low-income communities (as defined in the law and regulations governing the NMTC Program).

Section 3.02. Corporate Powers. The Corporation shall have all powers necessary to advance its Purposes to the extent permitted by applicable law.

Section 3.03. Execution of Corporate Powers. The Corporation is organized and shall operate exclusively for the aforesaid Purposes, and in connection therewith its scope of activities shall include, but not be limited to: (a) accepting and distributing contributions or donations; (b) acquiring, developing, constructing, improving, selling, donating, contributing, owning, operating, leasing or managing real property and improvements and equipment thereon, including, but not limited to, commercial and industrial facilities, equipment and infrastructure, for the benefit of the City, and mortgaging, pledging, hypothecating, granting liens and security interests in or otherwise encumbering such property or properties; (c) organizing subsidiary entities to assist in carrying out any of the Corporation's Purposes; (d) performing such other acts as may aid in the Corporation's Purposes; and (d) directing or assisting any of its subsidiaries or affiliates, if any, to do the same; provided, however, that any activity authorized by this provision shall not be engaged in any manner which would jeopardize the federal income tax exemption of the Corporation under Section 501(c)(3) of the Internal Revenue Code.

Section 3.04. Discretionary Power of Board of Directors. The Board of Directors may authorize, amend or restate operating guidelines, plans, practices and/or procedures of the Corporation from time to time in order to effectively implement the purposes of the Corporation.

ARTICLE IV FINANCES

Section 4.01. Acceptance of Funds. The Corporation shall receive funds by collection, receipt of contributions, receipt of loan proceeds, or any other legal means.

Section 4.02. Uses of Funds. All funds collected and received by the Corporation, together with the income therefrom, shall be held, retained, managed and conserved in a capital fund or funds and administered, used and applied by the Corporation in the sole discretion of the Board of Directors in accordance with the purposes described in Article III of these Bylaws, the Corporation's Articles of Incorporation and as provided in Article IV of these Bylaws.

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as approved by the Board of Directors.

Section 4.03. Investment of Funds. Funds received by the Corporation shall be held in an account or accounts in the name of the Corporation in such location(s) as may be designated by the Board of Directors. The

Corporation shall hold, manage, invest and reinvest its funds in accordance with the investment policies of the Corporation and shall collect and receive the income therefrom. After deducting all necessary expenses incident to the operation and administration of the Corporation, such funds shall be utilized in accordance with the Purposes set forth in these Bylaws and the Corporation's Articles of Incorporation. The Board of Directors may establish a committee within itself for the purpose of supervising and managing investments. All such revenues received and held by the Corporation shall be distributed to such persons and in such amounts as the Board of Directors of the Corporation shall deem appropriate, in keeping with the Purposes of the Corporation.

Section 4.04. Financial Responsibility. The Corporation shall be the sole entity or person responsible for the application and use of its assets, including payment of its expenses in accordance with such operating guidelines as may be established by the Board of Directors; and it shall operate as an independent and autonomous entity for the purposes of meeting its financial obligations.

Section 4.05. Legal Restriction on Expenditure of Funds. Notwithstanding any other provision of these Bylaws, no expenditure shall be made in any manner or for any purpose whatsoever (i) which may jeopardize the status of the Corporation as an organization under Section 501(c)(3) of the Internal Revenue Code and S.C. Code Ann. § 12-6-580 and the regulations thereunder or (ii) which may jeopardize the status of contributions or dues or payments by any person insofar as concerns deductions which are allowed under the provisions of Sections 170, 2055, 2106 and 2522 of the Internal Revenue Code and the regulations thereunder.

Should the Corporation be or become a Private Foundation under the provisions of Section 509 of the Internal Revenue Code, it shall distribute income for each taxable year at such time and in such manner as not to incur a tax on undistributed income imposed by Section 4942 and related sections of the Internal Revenue Code and the regulations thereunder.

Should the Corporation be or become a Private Foundation under the provisions of Section 509 of the Internal Revenue Code, it shall not (i) engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code and the regulations thereunder; (ii) retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code and the regulations thereunder; (iii) make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code and the regulations thereunder; or (iv) make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code and the regulations thereunder.

Section 4.06. Annual Audit. The Board of Directors may select an accountant to audit the Corporation's books and accounts at least once a year and prepare a review of financial statements of the Corporation in conformity with generally accepted accounting principles.

Section 4.07. Approval of Legal Documents. Unless otherwise authorized by the Board of Directors, all contracts, leases and agreements or other legal documents shall be approved by resolution or majority vote reflected in the minutes of the Board of Directors and executed and delivered by an officer of the Corporation in the name and on behalf of the Corporation.

Section 4.08. Corporate Indebtedness. Except for loans that are incurred in the ordinary course of business, no loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors or majority vote reflected in the minutes of the meeting. Such authority may be general or confined to specific instances.

Section 4.09. Required Signatures. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by the Board of Directors.

ARTICLE V BOARD OF DIRECTORS

Section 5.01. General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors which is vested with the powers and authority to do and perform all acts and functions not inconsistent with law, the Articles of Incorporation of the Corporation and these Bylaws.

Section 5.02. Number, Tenure and Qualifications. The Board of Directors shall initially consist of three (3) members. Except as otherwise provided herein, the members of the Board of Directors of the Corporation shall comprised of the individuals set forth below:

(a) One member of the Board of Directors of the Corporation shall be the City Manager of the City or equivalent thereof unless compelling reasons justify an alternate appointment methodology. Such member so appointed shall serve for the duration of his or her respective term of incumbency as City Manager of the City and until a successor is appointed.

(b) One member of the Board of Directors of the Corporation shall be the Assistant City Manager of Development of the City or equivalent thereof unless compelling reasons justify an alternate appointment methodology. Such member so appointed shall serve for the duration of his or her respective term of incumbency as Assistant City Manager of Development of the City and until a successor is appointed.

(c) One member of the Board of Directors of the Corporation shall be the Economic Development Director of the City or equivalent thereof unless compelling reasons justify an alternate appointment methodology. Such member so appointed shall serve for the duration of his or her respective term of incumbency as Economic Development Director of the City and until a successor is appointed.

The number of Directors may be increased or decreased, and the positions held by persons comprising Directors may be modified, as may be determined from time to time by resolution of the City Council of the City at any time; provided however, in no event shall the Board of Directors consist of less than three (3) Directors or more than nine (9) Directors.

Directors may be removed or resign in accordance with the provisions of Section 5.08 hereof.

Section 5.03. Meetings. An annual meeting of the Board of Directors shall be held on a date to be determined by the Board of Directors on each calendar year for the purposes of: (a) electing officers; (b) appointing members of committees; (c) addressing legal issues; (d) receiving financial reports; and (e) addressing any other pertinent issues. Special meetings of the Board of Directors may be held at any time and place upon the call of the President of the Corporation or upon the written request of any Director. The Board of Directors may provide, by resolution, the time and place, either within or without the State of South Carolina, for the holding of regular and special meetings. Directors may be present and participate in meetings via teleconference, videoconference or other form of wire or wireless communication by which all persons participating in the meeting can hear each other at the same time, or via physical attendance.

Section 5.04. Notice. Regular meetings of the Board of Directors may be held without notice. Special meetings of the Board of Directors must be preceded by at least two days' notice to each director of the date, time and place, but not the purpose, of the meeting. Seven days' notice of a Board of Directors meeting shall be provided to each director if required under Section 33-31-822 of the Act. Notice may be communicated in person, by telephone, electronic mail, telegraph, teletype or other form of wire or wireless communication or by mail or private carrier or any other lawful means. A Director's attendance at or participation in a meeting waives any required notice of the meeting, unless the Director upon arriving at the meeting (or prior to the vote on a matter not properly noticed in conformity with the law or

the Corporation's Articles of Incorporation or these Bylaws) objects to and does not thereafter vote for or assent to the objected to action. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning.

Section 5.05. Quorum. Attendance by a majority of the number of Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at that meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Attendance via teleconference, videoconference or other form of wire or wireless communication by which all persons participating in the meeting can hear each other at the same time, or via physical attendance shall constitute "attendance" for purposes of determining whether a quorum is present.

Section 5.06. Manner of Acting. Except as otherwise provided by law or in this Section, the affirmative vote of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. The Board of Directors shall act in accordance with the provisions of Section 33-31-831 of the Act in the event of a Director conflict of interest or potential conflict of interest.

Section 5.07. Vacancies. Except as otherwise required by law or by the Corporation's Articles of Incorporation or these Bylaws, in the event of a vacancy on in the Board of Directors of the Corporation, the City Council of the City shall appoint a new member to the Board of Directors to fill such vacancy in the same manner as provided above in Section 5.02.

Section 5.08. Removals and Resignations. Any Director may be removed at any time with or without cause by the City Council of the City. Removals shall be implemented in accordance with the provisions of Section 33-31-809 of the Act. A Director may resign; provided, however, such resignation shall be in accordance with the provisions of Section 33-31-807 of the Act.

Section 5.09. Informal Action by Directors. To the fullest extent permitted by the Act and FOIA, action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting by written consent by all members of the Board of Directors.

Section 5.10. Committees. The Board of Directors then in office may create one or more committees of the Board of Directors and appoint members of the Board of Directors to serve on them. Each committee must have two or more members. All committee members shall serve at the pleasure of the Board of Directors. Committee appointments shall be for a one year term. The sections of these Bylaws that govern meetings, action without meetings and notice and waiver of notice requirements of the Board of Directors apply to committees of the Board of Directors and their members as well. To the extent specified by the Board of Directors, between meetings of the Board of Directors and subject to such limitations as may be required by law, the Corporation's Articles of Incorporation or these Bylaws or imposed by resolution of the Board of Directors, such committees may exercise all of the authority of the Board of Directors in the management of the Corporation, except that a committee may not authorize distributions; approve or recommend to the Board of Directors dissolution, merger or the sale, pledge or transfer of all or substantially all of the Corporation's assets; elect, appoint or remove Directors or fill vacancies on the Board of Directors or on any of its committees; or adopt, amend or repeal the Articles of Incorporation or these Bylaws.

Meetings of the committees may be held at any time on call of the President or a majority of the members of the committee. A majority of the members shall constitute a quorum for all meetings. Committees shall keep minutes of their proceedings and submit them to the next succeeding meeting of the Board of Directors for approval.

Section 5.11. Compensation; Reimbursement. The Board of Directors shall receive no compensation for service on the Board of Directors; however, the Board of Directors may determine to allow the Directors to receive

reimbursement for reasonable expenses incurred in performing duties or attending meetings required as a member of the Board of Directors of the Corporation.

Section 5.12. Advisory Board. The Corporation shall maintain an Advisory Board, as such term is used in Section 45D of the Internal Revenue Code and the regulations and guidance promulgated thereunder for the purpose of advising the Board of Directors regarding means to achieve the Corporation's principal purpose consistent with these Bylaws and the Corporation's Articles of Incorporation, and for accountability to the residents of low income communities in the City. At all times, at least 20% of the Advisory Board shall be representative of the low income communities within the City. In order to be determined representative, an Advisory Board member must either: (a) reside in a low income community within the City; or (b) otherwise represent the interest of residents of low income communities in the City or surrounding areas within the Service Area, as set forth in guidance issued by the Community Development Financial Institution Fund of the U.S. Treasury Department. The Advisory Board shall serve solely in an advisory capacity and shall have no authority to take any action by or on behalf of the Corporation.

ARTICLE VI OFFICERS

Section 6.01. General. The officers of the Corporation shall be vested with authority to administer and implement duties, responsibilities and directives in conformity with their respective offices in furtherance of the purposes set forth in the Bylaws and the Corporation's Articles of Incorporation.

Section 6.02. Number. The officers of the Corporation shall be a President, a Vice President, a Treasurer and a Secretary and such other officers and assistant officers as the Board of Directors shall deem necessary or desirable. A single individual may serve as more than one officer of the Corporation.

Section 6.03. Appointment of Officers. Unless otherwise appointed by the Board of Directors as provided herein, the President of the Corporation shall at all times be the City Administrator of the City then in office or equivalent thereof, the Vice President of the Corporation shall at all times be the Utilities Director of the City then in office or equivalent thereof, and the Secretary and Treasurer of the Corporation shall be the Finance Officer of the City then in office or equivalent thereof. Notwithstanding the foregoing, or anything contained herein to the contrary, the Board of Directors may, at their option, appoint such individuals as they desire to serve as the officers of the Corporation at the annual meeting of the Board of Directors or at such time or times as the Board of Directors shall determine, and each officer so appointed shall serve until his or her successor is appointed.

Section 6.04. Removal. Any officer or agent appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 6.05. Vacancies. A vacancy in an office because of death, resignation, removal, disqualification or otherwise, may be filled for the unexpired portion of the term by a person designated by the Board of Directors.

Section 6.06. President. The President shall, when present, preside at all meetings of the Board of Directors. He may sign any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6.07. Vice President. The Vice President shall familiarize himself with the affairs of the Corporation, and shall have such powers and perform such duties as may be prescribed from time to time by the President or the Board of Directors. At the request of the President or, in the event of the absence or disability of the President, at the request of the Board of Directors, the Vice President may act temporarily in the place of the President and when so acting shall possess all the powers of and perform all the duties of that officer.

Section 6.08. Treasurer. The Treasurer shall select such bank(s) or other depository(ies) wherein shall be deposited and maintained all payments, contributions, donations and dues accepted by the Board of Directors. The Treasurer shall maintain (a) accurate and complete books and records of account; (b) custody and responsibility for the property and funds of the Corporation and (c) control over the Corporation's bank account(s).

Section 6.09. Secretary. The Secretary shall (a) keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the Corporation; (d) keep a register of the post office address of each Director which shall be furnished to the Secretary by such Director; (e) authenticate records of the Corporation when such authentication is required; and (f) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

Section 6.10. Compensation. The officers of the Corporation shall receive no compensation for service as officers; however, the Board of Directors of the Corporation may determine to allow the officers to receive reimbursement for reasonable expenses incurred in performing duties or attending meetings required as an officer of the Corporation.

Section 6.11. Bonds. Any or all officers and agents shall, respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VII INDEMNIFICATION

Section 7.01. Authority. The Corporation shall to the fullest extent permitted by the Act indemnify all persons whom it may indemnify pursuant thereto so long as such persons have conducted themselves in good faith and reasonably believed their conduct not to be opposed to the Corporation's best interests.

Section 7.02. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or who, while a Director, officer, employee or agent of the Corporation is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against liability asserted against or incurred by him in that capacity or arising from his or her status as such, whether or not the Corporation would have the power to indemnify him against the same liability under S.C. Code Ann. § 33-31-851 and § 33-31-852, as amended.

ARTICLE VIII AMENDMENTS; SEVERABILITY; CONFLICTS

Section 8.01. Amendment of Articles of Incorporation; Amendment or Repeal of Bylaws. Upon the approval of at least 2/3 of the members of the Board of Directors of the Corporation and the approval of the City Council of the City, (a) the Articles of Incorporation of the Corporation may be amended; or (b) these Bylaws may be amended or

repealed and new Bylaws may be adopted by the Board of Directors in accordance with S.C. Code Ann. §33-31-1001 through §33-31-1030, as amended.

Any notice of meetings of the Board of Directors at which the Articles of Incorporation are to be amended, or these Bylaws are to be amended or repealed or new Bylaws adopted shall include notice of such proposed action and shall contain or be accompanied by a copy or summary of the proposed amendment.

Section 8.02. Severability. If any provision of these Bylaws or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a court of competent jurisdiction, such provision shall be complied with or enforced to the greatest extent permitted by law as determined by such court, and the remainder of these Bylaws and the application of such provision to other persons or circumstances to be affected thereby shall continue to be complied with and enforced to the greatest extent permitted by law.

Section 8.03. Articles of Incorporation. The Corporation's Articles of Incorporation and the Act (as either may be amended from time to time) are incorporated herein by reference. Any conflict between the terms of these Bylaws, the Corporation's Articles of Incorporation or the Act shall be resolved in the following order: (1) the Act; (2) the Corporation's Articles of Incorporation; and (3) these Bylaws.

ARTICLE IX REGULATION

The regulation of the business and conduct of the affairs of the Corporation shall conform to federal and state income tax laws and any other applicable federal and state law, and such regulation shall be determined by these Bylaws, as they may be amended from time to time. In the interpretation of these Bylaws, wherever reference is made to the Internal Revenue Code, the South Carolina Code or any other statute, or to any section thereof, such reference shall be construed to mean such code, statute or section thereof, and the regulations thereunder, as the case may be, as heretofore or hereafter amended or supplemented or as superseded by laws covering equivalent subject matter.

ARTICLE X DISSOLUTION

Section 10.01. Procedure for Dissolution. The Corporation may be dissolved and its business and affairs terminated upon a vote of at least two-thirds of the Directors in office at the time the dissolution is approved at a meeting of which written notice mailed to each Director shall be given at least ten days previously thereto. Such notice shall state the purpose of the proposed meeting. After dissolution is approved, Articles of Dissolution shall be filed with the Secretary of State. Notwithstanding the foregoing, the Corporation shall not be dissolved while any financing undertaken by the Corporation remains outstanding.

Section 10.02. Distribution of Corporate Assets. Upon dissolution of the Corporation and after all its debts and expenses have been paid, all its assets which may be legally so distributed shall be distributed in conformity with these Bylaws and for the purposes set forth herein and in the Corporation's Articles of Incorporation. All remaining assets of the Corporation shall be turned over to one or more organizations which are governmental entities or exempt organizations described in Sections 501(c)(3) of the Internal Revenue Code or corresponding sections of any prior or future law.

ARTICLE XI
MISCELLANEOUS

Section 11.01. Corporation's Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each calendar year unless otherwise determined by the Board of Directors.

Section 11.02. Notices. Except as otherwise provided by law, whenever any notice is required to be given to any Director of the Corporation under the provisions of the South Carolina Code, or under the provisions of the Articles of Incorporation or Bylaws of the Corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, and delivered to the Corporation for inclusion or filing with the minutes or corporate records, shall be equivalent to the giving of such notice.

I Certify that these Bylaws of the Corporation were duly adopted and ratified by the Board of Directors of the Corporation at a meeting of the Board of Directors held on _____, 2020.

Secretary



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Bicycle Pedestrian Advisory Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

The purpose of the BPAC is to advise the City of Columbia Transportation Planning staff, City Council Members, the Mayor and community organizations and partners on bicycling and pedestrian issues facing the city and to work toward the development of a bicycle/pedestrian master plan; represent community and constituent interests in transportation planning decisions; and provide feedback to staff on projects relating to walking and bicycling. City of Columbia staff will consider recommendations from the BPAC along with input from other members of the public during decision making.



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Central Midlands Council of Governments

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- Central Midlands COG Applications (PDF)



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF COLUMBIA
SOUTH CAROLINA

28.b

Board or Commission for which you are applying: Central Midlands Council of Government (reappointment)				Area of knowledge as it pertains to this board/commission: Communications, transportation, transit, governmental relations		
Your Name (Last, First Middle) LIMING, Robert G.	Race W	Gender M	Age 73	County Richland	Council District: District 3	
Residential Address 1520 Senate Street, Apt. 169				City Columbia	State South Carolina	Zip Code 29201
Mailing Address 1520 Senate Street, Apt. 169				City Columbia	State South Carolina	Zip Code 29201
Your Occupation – Title RETIRED				Business Phone n/a	Residence/Mobile Phone 803-252-2167 Cell: 803-917-4177	
Employer Name m/a				E-Mail Address robert@limings.us		
Employer Address n/a		City n/a		State n/a	Zip Code n/a	
Emergency Point of Contact Luke S. Liming		Relationship Son		Contact Number 843-847-7737		

GENERAL QUALIFICATIONS

Are you a resident of the city? How long? Recommended by:

Yes No **40+years** **Councilman Duvall**

Why would you like to serve on this board or commission?

I have over 45 years of experience in federal, state and local government, including extensive knowledge of the area.

Do you presently serve on any Commissions / Boards of the City / County / State? If so, please list.

Yes, I am currently a city appointee on the COG Board and this is my application for reappointment.

Have you formerly served on any Commissions / Boards of the City / County / State? If so, please list.

Yes, other boards and committees of the county, see attached resume

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Columbia? If so, list the position and date.

Currently serve on COG as city appointee and seek reappointment

Please list any Community Activities that you are involved in.

Please see attached resume, , deacon First Presbyterian Church, Mens Prayer Team

What are your goals and objectives if appointed to the Commission / Board?

I seek to enhance cooperation and understanding between all local governments in a spirit of unity

If appointed I am eligible to serve on no more than one (1) board/commission with a maximum of two (2) terms. I understand that this application will be on file for no longer than two (2) years.

August 18, 2020

Signature

RETURN COMPLETED FORM TO:

City of Columbia
ATTN: Ashley Jenkins
Post Office Box 147
Columbia, SC 29217
Email: Ashley.Jenkins@columbiasc.gov

Date

FOR OFFICE USE ONLY

Received:	
Appointed to:	
Date Approved:	
Term Dates:	

Packet Pg. 424

Attachment: Central Midlands COG Applications (6175 : Central Midlands Council of Governments)



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Design Development Review Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

The purpose of this commission is to advise the city council upon the designation of landmarks, landmark districts, architectural conservation districts, and protection areas; carry out those regulatory duties relating to subsection (b)(1) of this section as set forth in this section; plan and direct continuing studies of areas, physical features and improvements in the city relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this article, and in doing so, properly coordinate such plans and studies with the various departments and agencies of the city; engage in educational activities related to the furtherance of this article in order to promote appropriate urban design, historic preservation and conservation of historic or aesthetic features of the city; advise, assist and represent the best interest of the city in matters relating to coordination of and assistance to other public bodies and private interests in activities related to this article; advise and assist the city council in acquisition of any gift, grant, purchase, bequest, device, lease, fee simple or lesser interest, development right, easement (including scenic easement), covenant or other contractual right which may accrue to the furtherance of the purposes of this article; advise the city council in actions of eminent domain taken in furtherance of the purposes of this article; upon request of the city council, manage, control and maintain any property related to the purpose of this article or to the purposes of the commission.



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Planning Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

The purpose of this commission is to develop and maintain a continuing planning program which will benefit City of Columbia residents; to provide a mutual forum to identify, discuss, study and address local development issues and opportunities; to foster, develop and review policies, plans and priorities in order to ensure orderly growth, development, conservation and preservation; to furnish technical assistance to city government and its agents; and to review and coordinate federal, state and local programs that have an impact on the city.



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

COVID-19
Business License Extensions



We Are Columbia

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:
Large User Rate Analysis
Create Opportunity Columbia