



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 6, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, September 6, 2022 at 4:00 p.m. at Council Chambers at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov or dial **855-925-2801**. When prompted, enter meeting code: **4330**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Daniel J. Rickenmann, Mayor

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

The Honorable William Brennan, District III ■ The Honorable Aditi Bussells, At-Large

The Honorable Tina N. Herbert, District I ■ The Honorable Joe E. Taylor, Jr., District IV

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the July 26, 2022 and the August 2, 2022 Work Session and Council Meeting Minutes.

PRESENTATIONS

2. Resolution No.: R-2022-073 - Approving the Honorary Naming of the intersection of Adams Grove Road and Colonial Drive "Willie A. Tompkins, Sr. Drive"
3. Sickle Cell Disease Awareness Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor
4. National Infant Mortality Awareness Month - The Honorable Daniel J. Rickenmann



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 6, 2022

CITY COUNCIL DISCUSSION

5. Retiree Benefits - Ms. Tiniece P. Javis, Ed.D., Director of the Human Resources Department

CONSENT AGENDA ITEMS 6 THROUGH 22

6. Council is asked to approve the Annual Contract Renewal for Cornerstone On Demand Automated Recruiting Module, as requested by the Department of Human Resources on August 5, 2022. Award to Cornerstone On Demand, Inc. in the amount of \$68,943.82. This vendor is located in Santa Monica, CA.

Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). This is the second annual renewal of a three-year renewal period, which includes a 4.5% price increase. The original budget amount is \$68,943.82.

7. Council is asked to approve a Contract to Purchase and Upfit Twenty-Nine (29) 2023 Chevrolet Tahoes for the Columbia Police Department, as requested by the Fleet Services Division on August 8, 2022. Award to Love Chevrolet, with customization and upfitting work to be contracted out to West Chatham Warning Devices, in the amount of \$1,568,442.70. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). This is a new contract for purchasing replacement vehicles. The original budget amount is \$1,568,442.70.

8. Council is asked to approve a Contract to Purchase Two (2) 2023 Ford F-150 Crew Cab Trucks for the Canal Water Treatment Plant, as requested by the Fleet Services Division on August 8, 2022. Award to Alan Jay Automotive Management, using the Sourcewell Cooperative Contract in the amount of \$90,636.00. This vendor is located in Sebring, FL.

Funding Source: Utilities Columbia Canal Water Treatment Plant - Auto, Trucks, Heavy Equipment - Capital (5516206-658500). This is a new contract for purchasing vehicles. The original budget amount is \$90,636.00.

9. Council is asked to approve a Contract for Project SS7609; New Gravity Sewer Extension at 2439 Gadsden Street, as requested by Columbia Water on June 3, 2022. Award to Smoak Construction Company, LLC in an amount not to exceed \$57,172.50, which includes contingency. This contractor is located in Little Mountain, SC.

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS760901-658650). This is a new contract. The original budget amount is \$100,000.00.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 6, 2022

This is a Mentor Protégé Program protégé only project. Smoak Construction Company, LLC, a Minority Business Enterprise (W), is the Protégé and will provide sewer line installation services at 76.69% (\$36,537.28) of the total contract amount.

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

Fortiline Waterworks of Columbia, SC will provide pipe and fittings services at 19.32% (\$49,206.47) of the total contract amount.

Argos USA, LLC of Columbia, SC will provide concrete and flow fill services at 3.15% (\$1,500.00) of the total contract amount.

Sloan Construction of Columbia, SC will provide asphalt services at 0.84% (\$400.00) of the total contract amount.

10. Council is asked to approve a Contract Renewal for Sewer Maintenance Repair Materials at the Wastewater Maintenance Division, as requested by Columbia Water on August 12, 2022. Award to LMK Technologies LLC, as a Sole Source in an amount not to exceed \$60,000.00. This vendor is located in Ottawa, IL.

Funding Source: Utilities Wastewater Maintenance - Pipe, Fitting, Hydrants, etc (5516205-625700). This is the 2nd year sole renewal option from 7/1/2022 to 6/30/2023 with no price increase. The original budget amount is \$60,000.00.

11. Council is asked to approve a Contract Renewal for Wet Well Cleaning Services at the Metro Wastewater Treatment Plant, as requested by Columbia Water on July 11, 2022. Award to EnviroWaste Services Group, Inc. in an amount not to exceed \$275,600.00. This vendor is located in Palmetto Bay, FL.

Funding Source: Utilities Metro Wastewater Plant – Maintenance & Service Contracts (5516208-638200). Tank cleaning frequency varies year to year. The initial contract period was for six months from 1/1/2022 to 6/30/2023. This renewal period is for year 1 of 2 from July 1, 2022 to June 30, 2023 with no rate increase. The original budget amount is \$275,600.00.

12. Council is asked to approve a Professional Services Agreement for Project SS7617; Wastewater Collection System Flow Monitoring, as requested by Columbia Water on January 27, 2022. Award to Woolpert, Inc. in an amount not to exceed \$441,875.00. This firm is located in Columbia, SC.

Funding Source: Engineering Wastewater System Improvements - Special Contracts - W/S, SW (5516221-638305). This is a new agreement with an initial term of one year with the option to renew. The original budget is \$451,000.00.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 6, 2022

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13. Council is asked to approve a Contract for Project SS754801; Shady Lane Force Main Replacement, as requested by Columbia Water on August 23, 2021. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$681,068.85, which includes contingency. This contractor is located in Columbia, SC.

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS754801-658650). This is a new contract. The original budget amount is \$681,068.85.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 9% CDBE goal. The CDBE goal for this project was exceeded at 16.86%.

Carolina Tap & Bore, Inc. is the prime contractor and will provide sewer line replacement services at 83.14% (\$514,753.50) of the total contract amount.

The following subcontractors will provide additional services:

LG Utility Contractors, a Minority Business Enterprise (W) and a CDBE of Lugoff, SC, will provide pipe installation services at 14.86% (\$92,000.00) of the total contract amount.

AOS Specialty Contractors, a Minority Business Enterprise (W) and a CDBE of Lexington, SC, will provide concrete work at 2.0% (\$12,400.00) of the total contract amount.

14. Council is asked to approve a Contract for Project SS7604; Continuing Sewer Assessment Program Preventative Maintenance Assistance, as requested by Columbia Water on February 11, 2022. Award to Woolpert, Inc., in an amount not to exceed \$785,507.03, which includes contingency. This contractor is located in Columbia, SC.

Funding Source: Engineering - Water & Sewer Improvements (5516205-SS760401-638305). This is a new contract. The original budget amount is \$785,507.03.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 10% CDBE goal. The CDBE percentage is currently met at 10%. Woolpert, Inc. is the prime contractor and will provide sanitary sewer construction at 71.05% (\$507,387.57) of the total contract amount.

The following subcontractors will provide additional services:

Chao and Associates, a Minority Business Enterprise and CDBE of Columbia, SC, will provide manhole inspection services at 10.00% (\$71,409.73) of the total contract amount.

RedZone Robotics, Inc. of Warrendale, PA will provide multi-sensor inspection services at 18.95% (\$135,300.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 6, 2022

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15. Council is asked to approve a Contract for Project SS748101; Metro Wastewater Treatment Plant Flow Metering Improvements, as requested by Columbia Water on December 31, 2021. Award to M.B. Kahn Construction Company, Inc. in an amount not to exceed \$877,910.00, which includes contingency. This contractor is located in Columbia, SC.

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS748101-658650). This is a new contract. The original budget amount is \$877,910.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 21% CDBE goal. The CDBE percentage is currently at 0.13%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program.

M.B. Kahn Construction Company, Inc. is the prime contractor and will provide flow metering improvements at 32.59% (\$260,135.00) of the total contract amount.

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

CITI, Inc. of Charlotte, NC will provide instruments and integration services at 29.65% (\$236,613.00) of the total contract amount.

AKA Trucking, LLC, a Minority Business Enterprise and a CDBE of Blythewood, SC, will provide hauling services at 0.13% (\$1,000.00) of the total contract amount.

Gregory Electric Company of Columbia, SC will provide electrical services at 11.46% (\$91,500.00) of the total contract amount.

Duke's of Elgin, IL will provide a Flo-Dar installer at 3.13% (\$25,000.00) of the total contract amount.

Knight's Precast of Summerville, SC will provide manhole services at 1.15% (\$9,184.00) of the total contract amount.

The Metal Works, Inc. of Lexington, SC will provide metal supplies at 21.89% (\$174,668.00) of the total contract amount.

16. Council is asked to approve Contracts to Purchase Annual Repair Materials for the Wastewater Management Division, as requested by Columbia Water on May 9, 2022. Award to the following vendors in an amount not to exceed \$279,507.51.

Funding Source: Utilities Wastewater Maintenance - Pipe, Fittings, Hydrants, etc. (5516205-625700). These are new contracts with initial term periods of 9/1/2022 to 6/30/2023 with optional renewals thereafter not to exceed 6/30/2025. The original budget amount is \$279,507.51.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 6, 2022**

Lots	Vendors	Location	Amounts
1-9	Core and Main	St. Louis, MO	\$269,074.71
10	Ferguson Waterworks	Elgin, SC	\$10,432.80

17. Council is asked to approve Contracts to Purchase Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water on May 9, 2022. Award to the following vendors in an amount not to exceed \$1,171,107.28.

Funding Source: Utilities Water Distribution and Maintenance - Pipe, Fitting, Hydrant, etc. (5516203-625700). These are new contracts with initial term periods of 9/1/2022 to 6/30/2023 with optional renewals thereafter not to exceed 6/30/2025. The original budget amount is \$1,171,107.28.

Lots	Vendors	Location	Amounts
1- 6, 8-22, 25-30	Core and Main	St. Louis, MO	\$1,124,387.68
7, 23-24	Fortiline Inc.	Columbia, SC	\$46,719.60

18. Council is asked to approve a Contract for Project SD8471/WM4631; Benedict Area Low Impact Development Stormwater Project, as requested by Columbia Water on March 24, 2022. Award to TCO Construction, Inc., in an amount not to exceed \$2,105,219.76, which includes contingency. This contractor is located in Sumter, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM463101-658650) and (554999-SD847101-658650). This is a new contract. The original budget amount is \$2,140,000.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 23% CDBE goal. The CDBE percentage is currently met at 23%. TCO Construction, Inc. is the prime contractor and will provide sanitary sewer construction services at 77.00% (\$1,350,849.35) of the total contract amount.

The following subcontractor will provide additional services:

A James Global Services, Inc., a Minority Business Enterprise and CDBE of Columbia, SC, will provide traffic control, stabilizing, planting/grassing, and waterline services at 23% (\$403,500.45) of the total contract amount.

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

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

Council District: 1



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 6, 2022

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

Applicant: John C. Sims

Staff Recommendation: Denial

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

The public hearing was held on July 26, 2022 and first reading approval was given on August 16, 2022.

20. Ordinance No.: 2022-076 - Granting an encroachment to Central Midlands Regional Transit Authority (CMRTA), for the use of the right of way area of the 3700 and 3800 blocks of Lucius Road and the 3800 block of River Drive for the installation and maintenance of sidewalks and a bus stop adjacent to 3800 and 3808 Lucius Road, Richland County TMS#09103-07-01

First reading approval was given on August 16, 2022.

21. Ordinance No.: 2022-077 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement Sec. 2-210 Purchase and sale of real property, exceptions for certain utilities project and site acquisitions

First reading approval was given on August 16, 2022.

22. Ordinance No.: 2022-078 - Approval for Conveyance of 0.33 acre portion of City property located at 1796 Shady Lane and identified as Richland County TMS#16606-03-09; CF#250-528

First reading approval was given on August 16, 2022.

ORDINANCES - FIRST READING

23. Ordinance No.: 2022-089 - Amending Ordinance 2022-052 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2023
24. Ordinance No.: 2022-080 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, Sec. 14-7 Reporting of Lost /Stolen Firearms; Firearms recovered from crimes or criminal activity



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 6, 2022**

RESOLUTIONS

25. Resolution No.: R-2022-074 - Resolving to Consider Ordinance No.: 2022- 081 Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principle Uses, to add Provisions Governing Smoke or Vape Shops, and Article 9, Definitions and Measurements, to add Definitions concerning Smoke or Vape Shops; and, Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring this Ordinance to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance
26. Resolution No.: R-2022-049 - Authorizing the City Manager to execute a Purchase and Sales Agreement between the City of Columbia and Reverend W.J. Grier and Effie F. Grier, as co-trustees of the Grier Family Revocable Living Trust dated the 4th day of March, 2019 for the purchase of property located at 1109 Columbia College Drive, Richland County TMS #09216-07-20
27. Resolution No.: R-2022-076 - Authorizing the City Manager and Fire Chief to execute an Automatic Aid Agreement for Fire Service Response between the County of Lexington, County of Richland, and City of Columbia
28. Resolution No.: R-2022-080 - Approval for Release of Agreement Regarding Two Lots at 1796 Shady Lane; Richland County TMS#16606-03-09; CF#250-528

EVENT RESOLUTIONS

29. Resolution No.: R-2022-059 - Authorizing consumption of beer, wine and liquor at JerryFest at the Five Points Fountain on Sunday, October 2, 2022 with a rain contingency date of Sunday October 9, 2022
30. Resolution No.: R-2022-068 - Authorizing consumption of beer, wine and liquor at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, October 8, 2022 with a rain contingency date of Saturday, October 15, 2022
31. Resolution No.: R-2022-081 - Authorizing consumption of beer and wine only at Jubilee: Festival of Black History & Culture within the 1800, 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street on Saturday, September 17, 2022



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 6, 2022**

APPOINTMENTS

32. Columbia Museum of Art

There is currently one (1) vacancy.

OTHER MATTERS

33. Pilot Program on Anti-Violence Efforts - The Honorable Daniel J. Rickenmann, Mayor

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

34. Public Safety Committee Report - The Honorable Howard E. Duvall, Jr.

35. Central Midlands Council of Governments Report

EXECUTIVE SESSION

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

Dominion Energy

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

Event Resolutions

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

Jacqueline Hendricks v. City of Columbia

ADJOURNMENT



COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, JULY 26, 2022

The Columbia City Council conducted a Work Session on Tuesday, July 26, 2022 at City Hall, 1737 Main Street, Columbia, SC. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 2:00 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION/ACTION

1. Fiscal Year 2022/2023 Budget Special Revenue Funds - Ms. Missy Caughman, Budget, Program Management and Grants Director
 - Hospitality Tax
 - *Committee Recommendations*
 - *Line item agency allocations*
 - *Other allocations and special projects*
 - State Accommodations Tax
 - *Committee Recommendations*
 - Tourism Development Fee Overview

Ms. Teresa Wilson, City Manager said today, we will be dealing with funding sources in an attempt to get to important discussions about capital projects, special projects and priorities. It is important to get the hospitality tax, state accommodations tax and tourism development fee funding sources on the table in case you decide to do things differently this year and in case it frees up opportunities for us as we are approaching big ticket items that we need to take care of as a city. We need to make sure the committee recommendations are addressed first and some of the standing entities that you deal with in hopes that we can also have a fair discussion to get us to a place where some of these funding sources are utilized for additional things that benefit the community. You have the option to take up these items and vote during the council meeting.



COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, JULY 26, 2022

There was a consensus of Council to amend the July 26, 2022 Council Meeting agenda to add Fiscal Year 2022/2023 Hospitality Tax Committee Recommendations and Fiscal Year 2022/2023 Accommodations Tax Committee Recommendations for consideration.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said we were glad that Council decided to bring back the hospitality tax committee after being suspended for two years during the pandemic. It is good to have funds available and events and activities to fund. The total budget is \$12,772,297. Council allocated \$3,000,000 for the hospitality tax committee. The recommendations are pending City Council approval. We had fewer applicants this year and a little more funding available. The committee recommended that the unallocated funds be used for a second round. Other allocations include debt service in the amount of \$2,534,143 and a transfer to the general fund in the amount of \$3,700,000. There is \$3,538,154 remaining for allocation.

Councilor Duvall said I have three recommendations. Increase the Vista Guild's allocation by \$115,000 for the Clean and Safe Program, which is the same allocation as last year of \$415,000. Increase the Five Points Association's allocation by \$200,000 for the Clean and Safe Program, which is a total of \$500,000. The Five Points Association asked for \$690,000 because of the two years they were not able to have their biggest fundraiser. Their funds have been decreased and they need help to put on the St. Patrick's Day event and they have increased costs. The recommendation for the Columbia Classical Ballet is for \$125,000 but with Brooklyn Mack coming into their group, they are asking for an extra \$25,000 which is a total of \$150,000.

Mayor Rickenmann said that is a total increase of \$340,000.

Councilor McDowell inquired about the skin in the game for each organization.

Councilor Duvall said we had two years of COVID and the Five Points Association has used up their reserves.

Councilor Brennan asked if the merchants provide an operational plan for the Clean and Safe programs.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said they only include the budget.

Councilor Bussells said the Devine Street Association asked for \$100,000 but the committee recommended \$60,000. We need to stay consistent with all the hospitality tax generating areas. We have to consider what the other entertainment districts asked for as well.



COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, JULY 26, 2022

Councilor Duvall said they carried \$8,500 forward. That will get them up to \$68,000.

Councilor Brennan asked why there is an increase.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the request is for promotion and marketing of their events.

Councilor Herbert asked why the SC Women's Leadership Network was not funded.

Ms. Terry Davis, Hospitality Tax Advisory Committee Chair said they asked for money for two events; one was a dinner. We traditionally do not fund dinners, galas, walks, or runs because there are so many of them. The other event is for a small focus group specifically for women who are considering running for public office. It did not fall within what we typically fund.

Councilor Taylor said in regards to Five Points, I don't mind taking it up to include the clean and safe program but I don't know about the extra \$150,000. We need to see a budget and I do not think it is our responsibility to pay for increased costs. We recently discussed how to use some of these funds to beautify the appearance of our entertainment districts. We also need to start thinking about Harbison. They collect a lot of hospitality tax. I am reluctant to move Five Points past the Clean and Safe number until we get a hard number. I am fine with handling the Vista the same way.

Councilor Duvall said we are going to have about \$450,000 for a second round. Can we make a stipulation that we increase the allocation to \$355,000 and let them apply for additional funds in the second round?

Councilor Taylor said I don't think we need to stipulate that. I would prefer we keep things separate. If they want to re-apply then they can. I wonder if it is appropriate for us to use the hospitality tax to fund fundraisers for money that will go somewhere else. While I respect our local talent, we shouldn't be funding a person. As we go forward, we need to figure out how to use this money for the beautification of the city.

Councilor Bussells said the committee recommended funding for Ann Brodie's Carolina Ballet. If I am correct, that ballet is affiliated with the Columbia Music Festival Association which is a line item. We have the Columbia City Ballet and the Columbia Classical Ballet, both of which we are not meeting their request. I want to know more.



We Are Columbia

COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, JULY 26, 2022

Ms. Terry Davis, Hospitality Tax Advisory Committee Chair said Ann Brodie's Carolina Ballet is a training ballet and the other two are professional ballets. The Columbia Music Festival Association is the fiscal agent for Ann Brodie's Carolina Ballet. The Columbia Classical Ballet is not as active and Brooklyn Mack has not accepted the permanent position.

Councilor Bussells asked why the committee recommended \$180,000 for Columbia City Ballet.

Ms. Terry Davis, Hospitality Tax Advisory Committee Chair said after looking at their needs and hearing their presentation, we determined that \$180,000 would meet their needs for this year.

Councilor Taylor asked if the city has looked into any training or development for non-profits. In previous experience, it is easier for groups to apply for money than it is to raise it in the community.

Ms. Terry Davis, Hospitality Tax Advisory Committee Chair said if a group wants to be mentored by an experienced group that has received funds then mentoring opportunities are offered. It would be great to create a workshop and bring experts in about government and private funding.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the city has done it. TogetherSC actively promotes and utilizes this capacity. Capacity building is a concern across non-profits, especially with fundraising and managing grant opportunities. We can do a workshop prior to the application process for the additional funding.

Mayor Rickenmann said it will be well worth spending some money to help people so that they can grow. If they grow, we get better attractions and more visitors spending the night. That means we can get more money and businesses will grow. We can work with the committee to come up with a structure and find the right person to present the opportunities. There are a lot of generous people in the community and we have to work together to access those dollars. It can't just be government. There were several events that received almost double the amount they received in the past. It is helpful for us is to understand the backstory because we will get calls from people who did not get the same.

Ms. Terry Davis, Hospitality Tax Advisory Committee Chair said some of the decisions were due to bringing them back to pre-pandemic allocations. In the past we had less money to allocate. Since we had extra money this year, we were trying to get them back to where we think they should be.

Mayor Rickenmann asked about the Black Pages International event.



**COLUMBIA CITY COUNCIL WORK SESSION MINUTES
TUESDAY, JULY 26, 2022**

Ms. Terry Davis, Hospitality Tax Advisory Committee Chair said we increased their allocation from what we have given them in the past. We did not think we could take them up to the \$50,000.

Councilor McDowell said we are funding other organizations fully and not Black Pages. They bring a lot of people into the city.

Councilor Herbert said it seems that every year you all make an allotment and then Black Pages comes to Council. You all need to make the allotment so they don't need to come back. I recommended that we increase it to \$50,000.

Councilor Brennan said Devine Street is a growing corridor and I would like to bump their allocation from \$60,000 to \$80,000.

Councilor McDowell asked to increase the Black Pages allocation by \$10,000.

There was a consensus of Council hold off on the additional \$25,000 for the Columbia Classical Ballet until the request is verified. Five Points can apply again to make-up the difference. We are adding \$20,000 to the Devine Street Merchants Association, \$10,000 to Black Pages, \$115,000 to the Vista Guild, and \$55,000 to the Five Points Association for a total of \$200,000 and reserving 10% (\$28,000) for workshops on leveraging investments and financial resources to help the smaller organizations.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said next we have the line item allocations.

Councilor Duvall said I am good with the line item allocations.

Mayor Rickenmann said we are missing the budgeted amounts.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said you are left with a budget of \$3.5 million. The line item agencies, specific City Council initiatives, and other line items will come from that.

Councilor Brennan asked if the \$400,000 I asked to hold back is being calculated into that. I would look to see One Columbia approved at their traditional amount of \$83,000. Keep in mind the potential use of the \$400,000 for arts and culture in whatever form we agree on with the arts community and City Council. This came out of the Arts and Historic Preservation Committee a year ago.



COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, JULY 26, 2022

Ms. Missy Caughman, Budget, Program Management, and Grants Director said that is pending City Council's consideration. There are line item agencies and \$116,000 for allocations to the Parks and Recreation Foundation, the River Alliance, and Leisure Fun.

Councilor Bussells asked if these funds would also support other initiatives around beautification and gateways.

Ms. Teresa Wilson, City Manager said you can consider things like that from the hospitality tax but we also are going to bring you fund balance in additional work sessions. That is a wonderful opportunity to consider beautification efforts in the entertainment districts.

Councilor Bussells asked we are bound by the capital campaign for the Columbia Museum of Art.

Mayor Rickenmann said we committed that money over a period of five years.

Councilor Herbert said this is year five of five.

Councilor Taylor asked about the increased funding allocations for line item agencies.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said it is for promotions and marketing and additional operational costs.

Councilor Taylor asked about Famously Hot New Year.

Mayor Rickenmann said we should budget \$20,000 for fireworks and something else.

Councilor Taylor said having something nicer that gives families a place to be together and watch something on New Year's Eve is important. We should have a \$50,000 place holder.

Councilor Bussells requested more information on the increases for line item agencies.

Councilor Taylor said if we don't have any additional information, we might need to take the allocations back to last year's funding levels.

Mayor Rickenmann said we need to hold back some of the \$3.5 million. I need a deeper dive on EdVenture. We made a deal with them several years ago on this allocation and I want to know what has changed.



COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, JULY 26, 2022

Councilor Taylor said I read that we do all of the landscaping. That is a significant contribution and I wonder if we get credit for that.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said these groups are line item agencies because the city has a fiduciary responsibility with some of the organizations or facilities. The city owns the EdVenture facility. Part of their operating cost is funded through the hospitality tax.

Mayor Rickenmann said we worked out some things with the board several years ago. That is why it is hard for me to consider a \$275,000 increase at this point without having a deeper discussion.

Ms. Teresa Wilson, City Manager said there are several in-kind things that we handle in addition to repairs that we have taken on.

Councilor Taylor said I understand that but we don't get financial credit for that.

Mayor Rickenmann said we are taking the \$83,000 from One Columbia. Nobody has reached out to Council with any changes or updated information. We need that on our agenda at some point.

Councilor Taylor suggested that the requests be deferred until further information is received.

Mayor Rickenmann said we need to hold \$600,000 out of the \$3.5 million.

Councilor Herbert said since non-profits need funds to operate and we are already into the fiscal year, I would recommend that we fund them at prior year funding levels since the only issue we have is with the excess amounts.

Councilor Bussells asked about the city's fiduciary agreement with the Columbia Music Festival and the South Carolina Philharmonic.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the Columbia Music Festival is an old relationship. The Philharmonic was added by Council a couple years ago, but there is no fiduciary responsibility.

Councilor Duvall said the Columbia Music Festival is more than an initiative. State law says that the city will fund them. They also serve as the fiscal agent for other groups.



**COLUMBIA CITY COUNCIL WORK SESSION MINUTES
TUESDAY, JULY 26, 2022**

Councilor Bussells said I want to be transparent as to how we decide something is a line item. I want us to discuss being fair and equitable in terms of how we fund certain organizations and events and revisit if they should be a line item or if they should go through the application process.

Ms. Teresa Wilson, City Manager clarified that the commitment at EdVenture entails the major HVAC replacements, roof repairs and replacements, and any structural issues with the building. This varies from year to year. We do not pay for landscaping. Parks and Recreation does the landscaping at Canal Park and Coble Plaza. We will put a dollar amount to that.

There was a consensus of Council to fund the line item organizations at last year's funding levels; allocate \$300,000 to finish the Columbia Museum of Art's capital campaign for a total amount of \$2,516,385; and we will discuss the balance, review additional information, and possibly render a decision next week.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the fiscal year 2022/2023 budget for the state accommodations tax is \$2,660,000. In accordance with state law, we have allocated \$25,000 to the general fund and \$131,750 as a 5% general purpose allocation which includes \$40,000 for Community Promotion grants. There is \$2,503,250 remaining for allocation. The state accommodations tax is then divided up by 30% for tourism related promotions and marketing and 65% for tourism related activities. Historically, Council has allocated those funds to two groups: the Conventions and Visitor's Bureau (Experience Columbia) and Capital City/Lake Murray Country Regional Tourism Board.

Councilor Duvall said about 15 years ago, we started the 85%/15% split because funds are reported to the Tourism Expenditure Review Commission (TERC). These two agencies were pre-qualified. They bring people in to sleep in the beds.

Councilor Taylor said I have no quarrels with any of their operating budgets. We are the only entity that puts 100% of our state tax into two groups. We need to see what the City of Columbia's fair share is. As we look at our parks, particularly Finlay Park, we can spend this money on parks. We need to make sure we pay our fair share and maintain our share to take care of the things we need to take care of. Carrying the load for everybody else is not equitable to the city. We need to capture our state and local accommodations tax and dedicate it to a city parks renewal and maintenance account starting with Finlay Park and downtown Columbia. We can spend accommodations tax funds on parks according to the state's guidelines. Let's pay our fair share and retain some of our money to take care of some of the things other entities are able to use to take care of theirs.



COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, JULY 26, 2022

Councilor McDowell said over a period of time we can garnish an excessive amount of money to go towards Finlay Park.

Councilor Taylor said we could see \$3.5 to \$4 million annually for the maintenance of parks and beautification of the city. It is about making our city a better place. We should reserve a significant portion of this money and new monies to rebuild and make that park the crown jewel of downtown that it should be.

Mayor Rickenmann asked if Mr. Taylor is considering reserving a portion of the accommodations tax, tourism and other taxes.

Councilor Taylor said I am talking about taking our fair share of the local and state accommodations tax. A backstop will probably be needed for the Convention Center. What we have historically called a tourism development fee is the local accommodations tax. We should backstop a portion of the loss on the Convention Center but it is not our responsibility to backstop all of it. If we backstop half of the Convention Center deficit, that would bring it down to \$2.9 million available annually on the local accommodations tax. It gives us the ability to not do 15 or 30-year bonds for maintenance projects, but to fund them in short order. It is an excellent financial move for the city and it is fair to our citizens.

Councilor Duvall said we need to look at what we will be giving up if we take money away from these agencies that are bringing people into town. These two agencies are using the money for publicity and to bring people to the city.

Councilor Taylor said I do not have a problem with their operating budgets. Other entities should be compelled to make contributions to these entities, too.

Councilor Duvall said I have seen budgets that show other entities in the Midlands do contribute to Experience Columbia and Lake Murray.

Ms. Teresa Wilson, City Manager said the issue is the history of City Council doing it to the exclusion of everybody else. Whatever percentages other entities are doing, I don't know if they are doing it to the exclusion of any other groups, purposes, or needs. There is nothing binding you to do it the way it has been done.

Councilor Duvall said nothing is binding us from using the \$8 million we get in the local option sales tax for Finlay Park, tax reductions or anything else.



We Are Columbia

COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, JULY 26, 2022

Councilor Taylor said we carry a bigger load than what the fair share should be. We should be able to use tourism funds to improve the city outside of contributions to two things.

Councilor Duvall said the majority of this money is for the Convention Center. It is our responsibility to put in 85% because it brings people in.

Mayor Rickenmann said we are one of three entities responsible for it. Why wouldn't we keep \$500,000 of the budget to do other things that will improve the community? We are taking the load for the majority but it has to be equitable. We can't fund everything, and if you look throughout our budgets we are funding everything.

Councilor Herbert recommended referring it to the Economic and Community Development Committee. This will give us six months to come up with a plan. You want to give organizations at least six months lead time.

Councilor Taylor said I have no desire to put anybody that receive these funds in a bad way.

Councilor Brennan said soccer season is right around the corner and we have been looking for ways to get a new facility at Owens Field. It is eye opening to know that there is a path forward. We scramble for capital improvement budgets. Thank you for providing a snapshot of what other local governments are spending their accommodations taxes on.

Councilor Bussells said I agree with Ms. Herbert and I agree with Mr. Taylor. We need to revisit not allocating the full amount next year, looking at our priorities, and using it towards beatification. This year we need to move forward with full disclosure that this is likely to change for these organizations next year and they should prepare accordingly so there are no surprises when we discuss this next year.

Councilor Taylor recommended allocating \$375,487 to Capital City/Lake Murray as recommended by the committee and 75% of the \$2,127,762 to Experience Columbia. In Richland County, the City of Columbia population is 32.74%. In Richland and Lexington combined, the City of Columbia population is 19.24%.

Mayor Rickenmann said if we send this to the committee tonight, we need to have it resolved by the end of the calendar year.

Councilor Taylor said we need to give them the ability to go see the counties and the cities that may not be contributing at all and get them in the program.



COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, JULY 26, 2022

Mayor Rickenmann clarified that \$1.6 million will go to Experience Columbia and \$375,487 will go to Capital City/Lake Murray.

Ms. Miriam Atria, President/CEO of the Capital City/Lake Murray Country Regional Tourism Board said there is a difference between state and local accommodations tax dollars. What does this mean when the state check comes in because we have entered into contractual obligations? When we received the application this year we were under the understanding it will still be the 85%/15% split. No other entity collects the same level of money as Columbia and that is where TERC comes in. They look for the large governmental entities to do what the law says.

Councilor Bussells asked about the anticipated surplus amount.

Ms. Missy Caughman, Budget, Program Management, and Grants Director explained that the budget for 2021/2022 was at \$1.4 million. We are at or close to those collections to date. We could have a surplus of several hundred thousand dollars this year.

Councilor Bussells asked why the Convention Center was cut back.

Mayor Rickenmann said their funding has already increased at this point. I don't want to spend \$2.5 million today without understanding how we can enhance other parts of our community. We may decide to send them the surplus, but we don't know yet.

Ms. Teresa Wilson, City Manager asked if the recommendations to not fund the other four entities is because of the percentage breakout or eligibility issues. Will Council be given that information?

Ms. Missy Caughman, Budget, Program Management, and Grants Director said it is a combination of both.

Councilor Taylor said the High School League's request was too much but we can always come back and make an allocation if they qualify. We may charge the Sports Authority with looking at the high school leagues as bowl games and ask them to assist with finding sponsors.

Mayor Rickenmann said those funds will sit there until we make a decision.

Councilor Taylor said as the city manager and Ms. Caughman work to refine the maintenance capital expenditure plan and a capital expenditure plan, we are working to identify funding streams so we can plan ahead. This is a good track for us to be on.



**COLUMBIA CITY COUNCIL WORK SESSION MINUTES
TUESDAY, JULY 26, 2022**

Councilor Herbert asked if applicants are made aware of the projected budget amounts.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said we don't usually know during the application process, but we do share it at some point.

Councilor Herbert said I have heartburn with the 75% and with the entities being treated differently. I am comfortable with \$2 million.

Councilor Taylor said we are adding \$500,000 more than they got last year.

Mayor Rickenmann said we did fund \$2.2 million of their shortfall. We are funding them in multiple ways. If something comes up, the money will be there.

Councilor Duvall said the opioid funds are being discussed.

Councilor Bussells said a municipal allocation will be coming over the next year. It is several hundred thousand dollars for Columbia. We are creating criteria and there will be three cycles throughout the year.

There was a consensus of Council to allocate \$1.6 million to the Conventions and Visitors Bureau and \$375,487 to Capital City/Lake Murray Country Regional Tourism Board. The discussion of using hospitality tax and local accommodations tax funds for a city parks renewal and maintenance account will be referred to the Economic and Community Development Committee.

ADJOURNMENT

The meeting was adjourned at 3:52 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

The Columbia City Council conducted a meeting on Tuesday, July 26, 2022 at City Hall, 1737 Main Street, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:10 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to adopt the agenda, subject to adding the consideration of Fiscal Year 2022/2023 Hospitality Tax Committee Recommendations and Fiscal Year 2022/2023 Accommodations Tax Committee Recommendations.

PUBLIC INPUT ON AGENDA ITEMS

Mr. Jim Daniel, Wheeler Hill Resident said I would like a deferment of items 29 and 30. The ordinance cited is dated September 2018 but the ordinance was adopted August 2019. The proposed revisions of the protective yard requirement have the wrong section cited and if passed will be invalid. The provisions dealing with vehicular service areas were incorrectly cited in the Planning Commission application. The Planning Commission approval was improper and should be returned for the proper approval. We had two items move very quickly without a great deal of notice to the public, other than a highlight in the newspaper. I would suggest that Council has a session with the interested citizens and go over these things being proposed. We would like to have a discussion dealing with all the issues.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

Mr. John Black, Columbia Council of Neighborhoods President said we held a community neighborhood summit. One of the key things we discussed is there being no accountability or responsibility for stolen firearms. I have received numerous messages in regards to Item 50. I know this is being referred to the Public Safety Committee, but I would respectfully ask for a draft to be distributed to us. This is something our members are very interested in.

APPROVAL OF MINUTES

1. Council is asked to approve the March 29, 2022 and May 17, 2022 Budget Workshop Minutes. - *Approved*

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to approve the March 29, 2022 and May 17, 2022 Budget Workshop Minutes.

PRESENTATIONS

2. Columbia-Richland Fire Department Appreciation Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor – *Received as information.*

Mayor Rickenmann said we should be celebrating our heroes every day. Every day, they take care of our community. We try to thank them and work with them the best we can. We don't always agree but one thing we all know is that every day they go to work for the betterment of our community. As first responders, they are usually the first ones on the scene. It doesn't matter if it's an accident, a fire, or another tragedy in our community. It gives me great honor to proclaim today as the Columbia-Richland Fire Department Appreciation Day.

Mayor Rickenmann and the members of City Council proclaimed the day of July 26, 2022 as Columbia-Richland Fire Department Appreciation Day.

Mr. Aubrey Jenkins, Fire Chief said thank you all for this designation. This proclamation is a great collaborative effort of dedicated folks. We want to do everything we can to prevent fires. We had a good time at the conference receiving this designation. Since its inception, we have received it every year. Thank you all. We can't do it without your support. We appreciate every effort that you have put into fire services.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

3. Food Policy Committee Update / Food Access Map Presentation - Ms. Shana Catoe, Committee Chair – *Received as information.*

Ms. Shana Catoe, Food Policy Committee Chair said the committee's vision is a strong, sustainable, and equitable food system for all of Columbia. The mission is to build understanding, relationships, and a collective action to strengthen and support an equitable local food system. We are a coalition of food leaders, City Council appointees, stakeholders, and volunteers driven to ensure healthy, fair, and sustainable food distribution for all Columbia residents. Our 2022 community committee highlights include the GIS map, community food gathering follow-ups, and our college Food Share South Carolina pilot program that we have launched. We worked with the city's GIS Department to create this map for citizens to find local food establishments and access to good food.

Ms. Kimberly Humphrey, MSW, Food Policy Committee Member said in 2019, we created a policy report. After COVID, we wanted to go back to the community and see if those priorities were the same as they were in 2019. We held two different meetings: one virtual and one in-person at Gable Oaks. We had a decent number of community members that were able to attend. We were able to provide gift cards to a grocery store for those virtually and a Food Share box for those that attended in-person. We asked about their current food access concerns and reflected on what we saw in 2019. We noticed there was a big focus on getting certain businesses into their communities that could take care of their food access concerns. We also noticed the importance of transportation moved up in priorities.

Ms. Ashley Page Bookhart, MSW, Food Policy Committee Member said we have been doing a lot of work with Allen University, Benedict College, Columbia College, and the University of South Carolina. We talked about youth hunger and senior hunger. Oftentimes, college students experience hunger at the highest rate out of any age group. We have partnered on a grant from Sisters of Charity and were awarded \$20,000 to help bring Food Share, a produce box program, to these various college campuses. In the fall, all of these institutions will have Food Share rolling out. Boxes typically cost \$15 and this fund is going to help reduce that down to \$5 for students at these institutions. Our next steps include encouraging ARPA and general funds to be applied to initiatives that address food policy recommendations. We know all of us in this room want to see more grocery stores. We want to see more healthy food assets across the city. There are funds coming federally, but there are other opportunities within the budget that we can work with to help allocate resources to help solve that issue. We want to make sure that we are providing you all with updates on the work of the committee on a quarterly basis.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

Councilor Herbert said I want to thank you all for your hard work. I am glad that you all were able to do the video. Thanks to our Public Relations folks for assisting with that. I am looking forward to hearing about your future recommendations. At the appropriate time, I want to hear about other initiatives that you all are considering.

Mayor Rickenmann said I owe you a commitment for a liaison. We will try and get it done on next week's agenda. We do have some follow-up items that we need to talk about in regards to the truck and the trailer and follow-ups with some of the other groups to help provide a third party service. There have been ups and downs and COVID played a role but the map is a great success. The opportunity and the commitment that this committee has made to our city is unbelievable.

Councilor Brennan said thank you for taking the time to make this app. Transportation holds people back from access to food. Councilwoman Herbert is on the COMET board. Any layering that we could bring forward with this wonderful technology you created to pinpoint the bus lines, transportation lines, and how that overlaps with what you have created for food access would be very beneficial.

CONSENT AGENDA ITEMS 4 THROUGH 24

Ms. Teresa Wilson, City Manager said the first meeting of the new fiscal year is always full of contracts and consent agenda items. I want to thank you for your patience as I know you all take particular effort in reviewing these items before your consideration. I also want to thank the staff, our procurement staff in particular, and all the departments for working with me. I know you may still have a few questions but I hope we answered the majority. For the benefit of our citizens, the first fiscal year agenda includes all kinds of items that do the work of the city for our citizens and our customers like additional contractors, filling those buckets to get additional work done for backlog of work orders, making sure that we have a force multiplier of our own internal resources, uniforms, and dropping more AMI meters. We have to get those approvals so we can work for the rest of the fiscal year.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Consent Agenda **Items 4** through **24**.

Mayor Rickenmann said we are spending a lot of funds as contracts are renewed. There are also small contracts that deal with demolition. As you know, we have invested heavily this year in taking down condemned houses and trying to clean up neighborhoods. As we continue to do that, we are going to be pushing plans to increase home ownership through various sources. We are applying for multiple grants through HUD and other agencies so that we can leverage the



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

opportunities that the federal government is sending our way. It's tough to spend this much money in one swoop, but it is for the betterment of our community. I want to thank staff and Council for working together.

Councilor Taylor said as we look at these renewals, I encourage our staff to look at those vendors who held their cost increases at reasonable amounts and those that did not and have taken advantage of the situations that we are facing as a country. I hope we look for competing bids between now and next year.

4. Council is asked to approve a Contract for Asbestos Testing Services for Demolitions, as requested by the Columbia Police Department Code Enforcement Division on May 12, 2022. Award to Summit Engineering, Laboratory & Testing, LLC using the SC State Contract in the amount of \$74,880.00. This contractor is located in Charlotte, NC. – *Approved*

Funding Source: ARPA Funds - ARPA Demolition Project - Special Contracts - Demolitions (2619999-ARPA202203-638301). The original budget amount is \$74,880.00.

5. Council is asked to approve the Purchase of DataGard - Backup and Disaster Recovery Services, as requested by the Information Technology Department on June 16, 2022. Award to ThinkGard in the amount of \$154,125.50. This contractor is located in Pelham, AL. – *Approved*

Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$154,125.50.

6. Council is asked to approve a Memorandum of Understanding for Indigent Defense in the Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$225,000.00. – *Approved*

Funding Source: Legal Department Public Defender (1018404-638522). The original budget amount is \$225,000.00.

7. Council is asked to approve a Contract to Purchase Class A/B Fire Uniforms, as requested by the Columbia Fire Department on February 25, 2022. Award to Wright Johnston Uniforms, in an amount not to exceed \$81,732.24. This vendor is located in Columbia, SC. – *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Funding Source: Fire Suppression – Uniforms and Clothing; (1012303 - 624100) \$40,866.12; Fire Administration - County - Uniforms and Clothing; (2082301 - 624100) \$40,866.12. The original budget amount is \$81,732.24.

8. Council is asked to approve a Contract to Purchase a 2023 Pierce Custom Pumper with 6010 Enforcer Cab Fire Truck for the Columbia Fire Department, as requested by the Fleet Services Division on May 25, 2022. Award to Spartan Fire and Emergency, using the HGAC Cooperative Contract in the amount of \$843,347.00. This vendor is located in Roebuck, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$843,347.00.

9. Council is asked to approve a Contract for the Installation of New Water Meters, as requested by Columbia Water on April 4, 2022. Award to Lake Murray Utility Company, Inc., in an amount not to exceed \$142,000.00. This contractor is located in Chapin, SC. – *Approved*

Funding Source: Utilities Water Distribution & Maintenance – Maintenance & Service Contract; (5516203 - 638200). The original budget amount is \$165,600.00.

10. Council is asked to approve a Professional Services Agreement for Project SS7607; Metro Wastewater Treatment Plant and Pump Station Professional Maintenance Support Services, as requested by Columbia Water on May 19, 2022. Award to Kemp Construction, Inc., in an amount not to exceed \$700,000.00. This contractor is located in Sherrills Ford, NC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contracts (5516208-638200) (\$350,000) and Utilities Metro Wastewater Plant - Special Contracts Water/Sewer, Stormwater (5516208-638305) (\$350,000). The original budget amount is \$700,000.00.

11. Council is asked to approve a Contract for Project SS7517, SS7518, and SS7519; Combined Sewer Repair Projects - Vine Street, Ansel Street, and Woodlake Drive, as requested by Columbia Water on December 17, 2021. Award to McClam & Associates, Inc. in an amount not to exceed \$746,936.85, which includes contingency. This contractor is located in Little Mountain, SC. – *Approved*

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS7517, SS7518, SS7519-658650). The original budget amount is \$746,936.85.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 21% CDBE goal. The CDBE goal was exceeded at 29.87%. McClam & Associates, Inc. is the prime contractor and will provide sewer repair services at 65.01% (\$441,438.50) of the total contract amount.

The following subcontractors will provide additional services:

Smoak Construction, LLC, a Minority Business Enterprise (W) and a CDBE of Little Mountain, SC, will provide open cut services at 25.03% (\$169,955.00) of the total contract amount.

SCA Underground, LLC, a Minority Business Enterprise (W) and a CDBE of West Columbia, SC, will provide CCTV and sewer cleaning services at 4.28% (\$29,040.00) of the total contract amount.

Chao & Associates, Inc., a Minority Business Enterprise and a CDBE of Columbia, SC, will provide surveying services at 0.56% (\$3,800.00) of the total contract amount.

First CIPP, LLC of Matthews, NC will provide CIPP services at 5.12% (\$34,800.00) of the total contract amount.

12. Council is asked to approve a Contract for Project WM4547; Bitternut Pump Station Improvements, as requested by Columbia Water on August 23, 2021. Award to Stutts & Williams, LLC in an amount not to exceed \$1,034,112.20, which includes contingency. This contractor is located in Lexington, SC. – *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM454701-658650). The original budget amount is \$1,034,112.20.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with an 11% CDBE goal. The CDBE goal for this project has been exceeded at 22.01%. Stutts & Williams, LLC is the prime contractor and will provide rehabilitation services at 19.0% (\$170,774.00) of the total contract amount.

The following subcontractors will provide additional services:

Ferguson Waterworks of Elgin, SC will provide waterline materials at 2.0% (\$18,000.00) of the total contract amount.

Knights Companies of Summerville, SC will provide pump cans at 1.72% (\$15,500.00) of the total contract amount.

AOS Specialty Contractors Inc., a Minority Business Enterprise (W) and a CDBE of Lexington, SC will provide asphalt concrete services at 8.56% (\$77,000.00) of the total contract amount.

Heyward Inc. of Charlotte, NC will provide SCADA and pumps at 21.91% (\$197,000.00) of the total contract amount.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

West Electrical Contractors of Newberry, SC will provide electrical services at 10.18% (\$91,500.00) of the total contract amount.

Jack Moore & Associates, Inc. of Lancaster, SC will provide valve rebuild services at 2.61% (\$23,500.00) of the contract total amount.

RCG Construction, a Minority Business Enterprise (W) and a CDBE of Irmo, SC, will provide generator and gas services at 13.45% (\$120,954.00) of the total contract amount.

Hammerhead Utilities, LLC of Chapin, SC will provide pump station construction services at 20.57% (\$185,000.00) of the total contract amount.

13. Council is asked to approve a Contract for Project WM4545; Canal and Lake Murray Filter Rehabilitation, as requested by Columbia Water on October 5, 2021. Award to M.B. Kahn Construction Co., Inc. in an amount not to exceed \$6,267,470.00, which includes contingency. This contractor is located in Columbia, SC. - *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM454501-658650). The original budget amount is \$6,267,470.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with an 11% CDBE goal. The CDBE percentage is currently 0.45%. M.B. Kahn Construction Co, Inc. is the prime contractor and will provide rehabilitation services at 40.93% (\$2,331,837.00) of the total contract amount.

The general contractor was not able to meet the Columbia Disadvantaged Business Enterprise (CDBE) participation goal for this project, but did fulfill all of the good faith effort requirements to solicit CDBE participation and was deemed to be in compliance with the City's CDBE policy. Following the bid, staff from Columbia Water, the Department of Procurement and Contracts and the Office of Business Opportunities met with the contractor to discuss options for increasing the CDBE participation as the project is executed. The contractor committed to continuing to seek opportunities to utilize CDBE subcontractors throughout the construction period.

The following subcontractors will provide additional services:

Heyward Incorporated of Charlotte, NC will provide actuators at 17.15% (\$977,123.00) of the total contract amount.

EW2 Environmental, Inc. of Charlotte, NC will provide filter bottoms and media services at 18.32% (\$1,044,000.00) of the total contract amount.

Corley Construction, LLC, a Minority Business Enterprise and a CDBE of Columbia SC, will provide hauling services at 0.45% (\$25,740.00) of the total contract amount.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

MR Systems, of Columbia, SC will provide integration services at 14.92% (\$850,000.00) of the total contract amount.

Gregory Electric Co. of Columbia, SC will provide electrical services at 5.04% (\$287,000.00) of the total contract amount.

Harrelson Painting, LLC of Swansea, SC will provide material coating services at 3.19% (\$182,000.00) of the total contract amount.

14. Council is asked to approve Fiscal Year 2022-2023 Miscellaneous contract renewals. Award to the following vendors in the total amount of \$507,432.25. – *Approved*

Item	Vendor and Location	Description	Renewal or Extension
a.	Scott & Company LLC Columbia, SC	Auditing Services	1st Renewal of 2 options to renew (7/1/2022 - 6/30/2023) - <i>No increase</i>
<i>Funding Source: Accounting - Audit Costs (1011401-635600) and Finance Water Administration - Audit Costs (5511409- 635600) for a total amount of \$140,350.00.</i>			
b.	Wright Johnston Uniforms Columbia, SC	Columbia Police Department Uniforms	3 rd Renewal of 3 options to renew (7/1/2022 - 6/30/2023) - <i>No increase</i>
<i>Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100) - \$225,000.00</i>			
c.	American Facility Services Alpharetta, GA	Janitorial Services	Extension (7/1/2022 – 09/30/2022) - <i>No increase</i>
<i>Funding Source: Support Service Public Building – Maintenance & Service Contract (5511219-638200) \$25,451.25; General Support Services - Maintenance & Service Contract (1011201-638200) \$16,845.00; Utilities Columbia Canal Water Treatment Plant - Maintenance & Service Contract (5516206-638200) \$6,213.00; Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$14,913.00; Emergency Communications - Maintenance & Service Contract (1012701-638200) \$1,950.00; Streets Storm Drains - Maintenance & Service Contract (5534203-638200) \$11,865.00; Purchasing Maintenance & Service Contract (6228959-638200) \$5,535.00 for a total amount of \$82,772.25.</i>			
d.	HOTEP Sports Columbia, SC	Officials, Umpires and Scorekeepers	1 st Renewal of 1 option to renew (7/1/2022 – 6/30/2023) - <i>No increase</i>
<i>Funding Source: Recreation Program – Professional Services (1015106-636600) - \$59,310.00</i>			



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

15. Council is asked to approve Fiscal Year 2022/2023 contract renewals for Software/Program Management Services. Award to the following vendors in the total amount of \$1,421,732.32. – *Approved*

Item	Vendor and Location	Description	Renewal or Extension
a.	Tyler Technologies, Inc. Duluth, GA	Energov Maintenance & Support	2 nd Renewal of Continuous Annual Options to Renew (7/1/2022 - 6/30/2023) - 3.83% increase
<i>Funding Source: Development Services-Maintenance Service Contract (1014101-638200) \$20,857.20; Engineering Administration-Maintenance & Service Contract (5511701-638200) \$58,560.69; Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$23,967.63; Engineering Stormwater Improvements - Maintenance & Service Contract (5534202-638200) \$1,038.20; Business Licenses-Maintenance & Service Contract (1011403-638200) \$25,890.75 for a total amount of \$130,314.59</i>			
b.	Advanced Automation Consulting, Inc. Irmo, SC	Program/Project and Business Process Management	1 st Renewal of 1 Renewal (7/1/2022 - 6/30/2023) - No increase
<i>Funding Source: Program Management Office - Professional Services (6218950-636600) - \$165,800.00</i>			
c.	Hansen Banner, LLC Allentown, PA	Utility Billing Annual Maintenance and Support Annual Renewal	Annual Renewal (7/1/2022-6/30/2023) - No increase
<i>Funding Source: Program Management Office - Maintenance & Service Contracts (6218950-638200) - \$136,394.95</i>			
d.	Mythics Virginia Beach, VA	Oracle Support – IFAS and Banner database system support	Omnia Partners Cooperative Agreement - Annual Renewal (8/1/2022 - 7/31/2023) - 3.85% increase
<i>Funding Source: Information Technology - Maintenance & Service Contracts (1011120-638200) - \$194,532.87</i>			
e.	SHI International Dallas, TX	Microsoft Enterprise Agreement	State Contract - Annual Renewal (8/1/2022 - 7/31/2023) - No increase
<i>Funding Source: Information Technology - Maintenance & Service Contracts (1011120-638200) - \$650,930.82</i>			
f.	Presidio Networked Solutions, LLC Chapin, SC	SmartNet – Hardware/Software maintenance and support of network equipment	State Contract - Annual Renewal (8/1/2022 - 7/31/2023) - 41.52% increase
<i>Funding Source: Information Technology - Maintenance & Service Contracts (1011120-638200) - \$143,759.09</i>			
Total: \$1,421,732.32			



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

16. Council is asked to approve Fiscal Year 2022-2023 Sole Source Renewals. Award to the following vendors in the total amount of \$3,381,395.84. – *Approved*

Item	Vendor and Location	Description	Renewal or Extension
a.	Blanchard Machinery West Columbia, SC	Caterpillar sales, services, parts repair maintenance and warranty, extended service coverage on all CAT/CAT branded generators/engines and UPS products	Sole renewal option for 2nd year; (7/1/2022 - 6/30/2023) - No increase
<i>Funding Source: Utilities Metro Wastewater Plant - Machinery & Equipment-Capital (5516208-658300); Utilities Lake Murray Water Plant - Maintenance and Service Contract (5516207-638200); and Utilities Wastewater Maintenance Plant - Maintenance and Service Contract (5516205-638200) for a total amount of \$119,060.00.</i>			
b.	C & C Boiler Sales & Service Charlotte, NC	Labor, parts and services for 3 Clever Brooks Boilers, and HAWK 100 Boiler Control Package	Sole renewal option for 2nd year; (7/1/2022 - 6/30/2023) - No increase
<i>Funding Source: Utilities Metro Wastewater Plant-Maintenance and Service Contract (5516208-638200) - \$110,000.00</i>			
c.	Charles Underwood Inc. Sanford, NC	Grundfos-Yeomans, PACO, Chicago, and Morris Pumps labor, parts, and services	Sole renewal option for 2nd year; (7/1/2022 - 6/30/2023) - No increase
<i>Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300) - \$250,000.00</i>			
d.	Evoqua Water Technologies, LLC C/O Heyward Incorporated Waukesha, WI	Envirex Jet-Tech, Aqua Lator System, Upper/Lower Bearing Assemblies, External Lift Screw Pump	Sole renewal option for 2nd year; (7/1/2022 - 6/30/2023) - No increase
<i>Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300) - \$200,000.00</i>			
e.	Heyward-Charlotte Inc. Charlotte, NC	VAG USA Engineered & Distribution Valves, Butterfly Plug Valves, Morris Pumps, Control Panels, VFDs, Rotork Electrical Valves, Actuators, Control Systems, Seepex, labor, parts, inspections, and maintenance	Sole renewal option for 2nd year; (7/1/2022 - 6/30/2023) - No increase
<i>Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital 5516208-658300 and Utilities Lake Murray Water Plant - Machinery and Equipment-Capital (5516207-658300) - \$200,000.00</i>			
f.	Jet Vac Equipment Company Sumter, SC	Maintenance and repairs for the division's Harben Unit Trucks, Rapid View IBAK Camera System, and Ridged Sewer Equipment	Sole renewal option for 2nd year; (7/1/2022 - 6/30/2023) - No increase
<i>Funding Source: Utilities Wastewater Maintenance - Equipment Repair/Service Supply (5516205-631800) - \$50,000.00</i>			



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

g.	JWC Environmental Inc. Costa Mesa, CA	Muffin/Channel/Auger/ Screenings Washer/Honey Monster Screening/Separation Systems repair services, parts products installation and routine/preventative and emergency maintenance	Sole renewal option for 2 nd year; (7/1/2022 - 6/30/2023) - <i>No increase</i>
<i>Funding Source: Utilities Metro Wastewater Plant - Machinery Equipment-Capital (5516208-658300) - \$270,000.00</i>			
h.	Polydyne Inc. Riceboro, GA	Flo-Foam 476 (Anaerobic Digester De- Foamer)	Sole renewal option for 2 nd year; (7/1/2022 - 6/30/2023) - 58.63% increase
<i>Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800) - \$99,735.84</i>			
i.	Premier Magnesia LLC West, PA	Magnesium Hydroxide-Thioguard and Thioguard Omega S Technical Grade Magnesium Hydroxide Slurry product	Sole renewal option for 2 nd year; (7/1/2022 - 6/30/2023) - 8.5% increase
<i>Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800) - \$1,722,600.00</i>			
j.	Water Solutions Azure Water Services LLC West Haven, CT	Purate (Sodium Chroate / Hydrogen Peroxide)	Sole renewal option for 2 nd year; (7/1/2022 - 6/30/2023) - 55% increase
<i>Funding Source: Utility Lake Murray Water Plant - Chemicals (5516207-624800) - \$310,000.00</i>			
k.	Precision Sidewalk Safety Oscala, FL	Removing sidewalk trip hazards	Sole renewal option for 2 nd year; (7/1/2022 - 6/30/2023) - <i>No increase</i>
<i>Funding Source: Streets Street and Sidewalk Repair - Professional Services (1013201- 636600) - \$50,000.00</i>			

17. Council is asked to approve Fiscal Year 2022-2023 Columbia Water renewals and extensions. Award to the following firms in the total amount of \$5,213,186.00. – *Approved*

Item	Vendor and Location	Description	Renewal or Extension
a.	Hazen and Sawyer Columbia, SC	Wastewater Collection System Hydraulic Modeling SS7613	1 st Renewal of 2 options to renew (7/1/2022 - 6/30/2023) - <i>No increase</i>
<i>Funding Source: Wastewater System Improvement-Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$206,202.00</i>			
b.	Vaughn and Melton Columbia, SC	Wastewater Collection System Manhole Survey SS7581	Extension (7/1/2022 - 6/30/2023) - <i>No increase</i>
<i>Funding Source: Wastewater System Improvements Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$76,250.00</i>			
c.	Hydrostructures Columbia, SC	Wastewater Collection System Manhole Survey SS7582	Extension (7/1/2022 - 6/30/2023) - <i>No increase</i>
<i>Funding Source: Wastewater System Improvements Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$257,500.00</i>			



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

d.	Mead and Hunt Columbia, SC	Metro Wastewater Treatment Plant Project Management Services SS7601	1 st Renewal of 3 options to renew (7/1/2022 - 6/30/2023) - 3% increase
<i>Funding Source: Utilities Metro Wastewater Plant-Professional Services (5516208-636600) - \$150,000.00</i>			
e.	Black & Veatch Corporation Columbia, SC	Water Quality Consulting WM4263	1 st Renewal of 1 option to renew (7/1/2022 - 6/30/2023) - No increase
<i>Funding Source: Water Compliance-Consultant Fees Contract (5516230-636700) - \$75,000.00</i>			
f.	Michael Baker International Columbia, SC	Project Management SS7592	1 st Renewal of 2 options to renew (7/1/2022 - 6/30/2023) - No increase
<i>Funding Source: Wastewater System Improvements Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$154,000.00</i>			
g.	AECOM Columbia, SC	Project Management SS7594	1 st Renewal of 2 options to renew (7/1/2022 - 6/30/2023) - 3.02% increase
<i>Funding Source: Utilities Wastewater Maintenance-Special Contracts Water/Sewer, Stormwater (5516205-638305) - \$135,000.00</i>			
h.	Hazen and Sawyer Columbia, SC	Capacity Assurance Program Technical Support SS7595	1 st Renewal of 2 options to renew (7/1/2022 - 6/30/2023) - 4.35% increase
<i>Funding Source: Wastewater System Improvements Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$120,000.00</i>			
i.	Superior Lawn & Yard, LLC Prosperity, SC	Grounds Maintenance for Columbia CWTP & Remote Sites	1 st Renewal of 4 options to renew (7/01/2022 - 6/30/2023) - No increase
<i>Funding Source: Utilities Canal Water Treatment Plant – Special Contracts (5516206-638300) and Utilities Lake Murray Plant – Special Contracts (5516207-638300) - \$105,000.00</i>			
j.	Superior Lawn & Yard, LLC Prosperity, SC	Grounds Maintenance at the Metro Wastewater Treatment Plant, Lift Stations, and Levee	1 st Renewal of 1 option to renew (7/01/2022 – 6/30/2023) - No increase
<i>Funding Source: Utilities Metro Wastewater Plant – Maintenance & Service Contract (5516208-638200) - \$96,864.00</i>			
k.	CITI, Inc. Charlotte, NC	Instrumentation & SCADA System Maintenance	1 st Renewal of 2 options to renew (7/01/2022 – 6/30/2023) - No increase
<i>Funding Source: Utilities Metro Wastewater Plant – Maintenance & Service Contract (5516208-638200) - \$312,725.00</i>			
l.	Vulcan Materials Company Columbia, SC	Concrete and Crush Stone	4 th Renewal of 4 options to renew (7/01/2022 – 6/30/2023) – Increases range from 8%- 15% on various materials.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

<i>Funding Source: Utilities Wastewater Maintenance – Paving and Asphalt Supplies (5516205-623500) - \$400,325.00</i>			
m.	Waste Management of SC Elgin, SC	Landfill Services for Disposal of Materials (Solid Waste)	1 st Renewal of 4 options to renew (7/01/2022 – 6/30/2023) – 3.5% increase
<i>Funding Source: Solid Waste Disposal – Solid Waste Tipping Fee(6208955-631900) - \$440,040.000</i>			
n.	Waste Management of SC Elgin, SC	Screenings, Grit and Sludge Hauling & Container Rental Services (Metro)	Extension (7/01/2022 – 12/31/2022) - 3.5% increase
<i>Funding Source: Utilities Metro Wastewater Plant – Maintenance & Service Contract (5516208-638200) - \$658,260.00</i>			
o.	Waste Management of SC Elgin, SC	Screenings, Grit and Sludge Landfill Disposal (Metro)	Extension (7/01/2022 – 12/30/2022) - 3.5% increase
<i>Funding Source: Utilities Metro Wastewater Plant – Maintenance & Service Contract (5516208-638200) - \$790,740.00</i>			
p.	Central Carolina Technical College Sumter, SC	Memorandum of Agreement for Apprenticeship Program Training	1 st Renewal of 9 options to renew (7/01/2022 – 6/30/2023) - 9.3% increase
<i>Funding Source: Utilities Metro Wastewater Plant – Employee Training & Professional Development (5516208-631200) \$41,500.00; Utilities Water Distribution & Maintenance – Employee Training & Professional Development (5516203-631200) \$51,600.00; and Utilities Lake Murray Water Plant – Employee Training & Professional Development \$10,000.00 for a total amount of \$145,400.00</i>			
q.	Martin, Edwards & Assoc. Erwin, NC	Compost Grinding and Screening Services	1 st Renewal of 2 options to renew (7/01/2022 – 6/30/2023) – 0.59% increase
<i>Funding Source: Solid Waste Compost – Special Projects (1014406-638500) - \$160,000.00</i>			
r.	Laser Print Columbia, SC	Bill Printing and Mailing Postage	Extension (7/01/2022 - 6/30/2023) - 3% Increase
<i>Funding Source: Customer Service – Special Contracts (551407-638300) and Customer Service – Postage and Delivery (551407-631100) - \$929,880.00</i>			

18. Council is asked to approve Fiscal Year 2022-2023 Extensions for Water and Wastewater Treatment Chemicals. Award to the following vendors in the total amount of \$3,370,834.28. – *Approved*

Item	Vendor and Location	Description	Extension
a.	Cabot Norit Americas, Inc. Marshall, TX	Activated Carbon	Extension (7/1/2022 - 12/31/2022) - 40.69% rate increase
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$250,000.00 and Utilities Lake Murray WTP -Chemicals (5516207-624800) \$500,000.00 for a total of \$750,000.00</i>			



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

b.	Carus, LLC Peru, IL	Blended Phosphate	Extension (7/1/2022 - 12/31/2022) - 40% rate increase
	<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$80,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$70,900.00 for a total amount of \$150,900.00.</i>		
c.	Chemtrade Chemicals US, LLC Parsippany, NJ	Aluminum Sulfate	Extension (7/1/2022 - 12/31/2022) - 30.22% rate increase
	<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$275,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$220,000.00 for a total amount of \$495,000.00</i>		
d.	International Dioxide, Inc. North Kingstown, RI	Sodium Chlorite	Extension (7/1/2022 - 12/31/2022) - 9.39% rate increase
	<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) - \$200,000.00</i>		
e.	JCI Jones Chemical Sarasota, FL	Chlorine	Extension (7/1/2022 - 12/31/2022) - 35% rate increase
	<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$140,000.00; Utilities Lake Murray WTP - Chemicals (5516207-624800) \$140,000.00 for a total amount of \$280,000.00</i>		
f.	JCI Jones Chemical Sarasota, FL	Sodium Hypochlorite 12% or Sodium Hypochlorite 15%	Extension (7/1/2022 - 12/31/2022) - 21.07% rate increase
	<i>Funding Source: Metro Wastewater Plant - Chemicals (5516208-624800) - \$338,040.00</i>		
g.	Polydyne Riceboro, GA	Liquid Polymer	Extension (7/1/2022 - 12/31/2022) - 38.21% rate increase
	<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$20,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$35,000.00 for a total amount of \$55,000.00.</i>		
h.	Polydyne Riceboro, GA	Polymer	Extension (7/1/2022 - 12/31/2022) - 38.21% rate increase
	<i>Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800) - \$543,986.28</i>		
i.	Polytec Mooreville, NC	Liquid Lime (Calcium Hydroxide)	Extension (7/1/2022 - 12/31/2022) - No increase
	<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$75,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$110,000.00 for a total amount of \$185,000.00.</i>		
j.	Southern Ionics, Inc. West Point, MS	Sodium Bisulfite	Extension (7/1/2022 - 12/31/2022) - 74.05% rate increase
	<i>Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800) - \$172,908.00</i>		



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

k.	Tanner Industries, Inc. Southampton, PA	Anhydrous Ammonia	Extension (7/1/2022 - 12/31/2022) - 47.59% rate increase
	<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$25,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$40,000.00 for a total amount of \$65,000.00.</i>		
l.	Univar Spartanburg, SC	Fluoride / Floursilicic Acid / Liquid	Extension (7/1/2022 - 12/31/2022) - 31.94% rate increase
	<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$30,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$30,000.00 for a total amount of \$60,000.00.</i>		
m.	Univar Spartanburg, SC	Sodium Hydroxide / Caustic	Extension (7/1/2022 - 12/31/2022) - 126.16% rate increase
	<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$35,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$40,000.00 for a total amount of \$75,000.00.</i>		

19. Council is asked to approve Fiscal Year 2022-2023 Indefinite Delivery Contract (IDC) renewals for Asphalt, Concrete Repair, and Restoration Services. Award to the following firms in the total amount of \$1,500,000.00. Project specific administration shall be required, executed, and issued for each asphalt and concrete repair or restoration project awarded under the approved IDC. – *Approved*

Vendor and Location	Renewal
AOS Specialty Contractors, Inc. Lexington, SC	1 st Renewal of 2 Renewal Options (7/29/2022 - 7/28/2023) \$650,000.00
C.R. Jackson, Inc. Columbia, SC	1 st Renewal of 2 Renewal Options (7/30/2022 - 7/29/2023) \$650,000.00
North American Pipeline Management, Inc. Columbia, SC	1st Renewal of 2 Renewal Options (7/30/2022 - 7/29/2023) \$100,000.00
Southern Roots Landscape Management, LLC Columbia, SC	1st Renewal of 2 Renewal Options (7/30/2022 - 7/29/2023) \$100,000.00
<i>Funding Source: Engineering Water System Improvements - Special Projects (5516220-638500) - No increase to cumulative total / awarded amount from previous fiscal year.</i>	



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

20. Council is asked to approve the Indefinite Delivery Contracts (IDC's) for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to the following firms in the total amount of \$1,600,000.00. Project specific administration shall be required, executed, issued for each waterline/hydrant leak restoration service project awarded under the approved IDC. – *Approved*

Vendor and Location	Funding Allocation Period
Lake Murray Utility Company Chapin, SC	7/1/2022 - 6/30/2022 \$400,000.00
LAD Construction Swansea, SC	7/1/2022 - 6/30/2022 \$400,000.00
G. H. Smith Construction Columbia, SC	7/1/2022 - 6/30/2022 \$400,000.00
Carolina Tap and Bore, Inc. West Columbia, SC	7/1/2022 - 6/30/2022 \$400,000.00
<i>Funding Source: Utilities Water Distribution & Maintenance-Special Projects (5516203-638500) - No increase.</i>	

21. Ordinance No.: 2022-053 - Granting an encroachment for the use of the right of way area of the 1800 block of Catawba Street for the installation and maintenance of a brick wall, landscaping and irrigation adjacent to 1808 Catawba Street, Richland County TMS# 11307-08-02 - *First reading approval was given on June 21, 2022 - Approved on second reading.*
22. Ordinance No.: 2022-055 - Granting an encroachment to SC State Credit Union for the use of the right of way areas of the 800 block of Huger Street, the 500 block of College Street and the 800 block of Pulaski Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking spaces adjacent to 800 Huger Street and 816 Pulaski Street, Richland County TMS#08911-04-01 and 08915-14-01 - *First reading approval was given on June 21, 2022 – Approved on second reading.*
23. Ordinance No.: 2022-056 - Granting an encroachment to Gusco, LLC for the use of the right of way area of the 2100 block of Senate Street for the installation and maintenance of landscaping and irrigation adjacent to 1030 Harden Street, Richland County TMS#11405-05-01 - *First reading approval was given on June 21, 2022 – Approved on second reading.*
24. Ordinance No.: 2022-057 - Granting an encroachment to Lady Street Redevelopment, LLC for the use of the right of way area of the 1300 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Lady Street, Richland County TMS#11491-01-01 and 11491-06-01 - *First reading approval was given on June 21, 2022 – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 4:33 p.m.

25. Annexation, Future Land Use Map Amendment and Zoning Map Amendment for 3428 Park Street; TMS#09107-13-01 – *Approved on first reading.*

Ordinance No.: 2022-070 - Annexing 3428 Park Street, Richland County TMS# 09107-13-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District:1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Daniel Cannella and Megan Forest

Staff Recommendation: Approval

PC Recommendation: 05/12/2022; Approval (4-0)

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Ms. Herbert, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment and Zoning Map Amendment for 3428 Park Street; TMS#09107-13-01 **and** Ordinance No.: 2022-070 - Annexing 3428 Park Street, Richland County TMS# 09107-13-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

26. Zoning Text Amendment to Amend Chapter 17, Appendix D (Historic Sub-District Boundaries, Earlewood Protection Area, Area A) to add TMS# 09107-13-01 (3428 Park Street) – *Approved on first reading.*

Ordinance No.: 2022-069 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area to add TMS #09107-13-01 (3428 Park Street) – Approved on first reading.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

Proposal: Amend Chapter 17, Appendix D: Historic Sub-District Boundaries; request to add TMS# 09107-13-01 (3428 Park Street) to Chapter 17, Appendix D: Historic Sub-District Boundaries (Earlewood Protection Area, Area A) at the time of the property's annexation.

Pertinent Sections: Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 05/12/2022; Approval (4-0)

No comments were received at this time.

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2022-069 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area to add TMS #09107-13-01 (3428 Park Street).

27. *Annexation, Future Land Use Map Amendment and Zoning Map Amendment for 0.10 acre portion B/S Jacobs Mill Pond Road; TMS # 28900-01-19(p) – Approved on first reading.*

Ordinance No.: 2022-073 - Annexing a 0.10 acre portion of B/S Jacobs Mill Pond Road, Richland County TMS# 28900-01-19(p) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 4

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

Applicant: Woodcreek Development, LLC

Staff Recommendation: Approval

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

No comments were received at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Upon a motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment and Zoning Map Amendment for 0.10 acre portion B/S Jacobs Mill Pond Road; TMS # 28900-01-19(p) **and** Ordinance No.: 2022-073 - Annexing a 0.10 acre portion of B/S Jacobs Mill Pond Road, Richland County TMS# 28900-01-19(p) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

28. Annexation, Future Land Use Map Amendment and Zoning Map Amendment for 79.05 acres N/S Percival Road, 4407 Percival Road and 0.775 acres E/S Newland Road; TMS# 25600-03-04 and 25600-03-30 – *Approved on first reading.*

Ordinance No.: 2022-063 - Annexing 79.05 acres N/S Percival Road, 4407 Percival Road and 0.775 acres E/S Newland Road, Richland County TMS# 25600-03-04 and TMS# 25600-03-30 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and Urban Edge Community Activity Center (UEAC-1) and assign zoning of Residential Mixed District (RM-1) and Light Industrial District (LI) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: C. Ray Miles and VWV, LLC

Staff Recommendation: Approval

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

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment and Zoning Map Amendment for 79.05 acres N/S Percival Road, 4407 Percival Road and 0.775 acres E/S Newland Road; TMS# 25600-03-04 and 25600-03-30 **and** Ordinance No.: 2022-063 - Annexing 79.05 acres N/S Percival Road, 4407 Percival Road and 0.775 acres E/S Newland Road, Richland County TMS# 25600-03-04 and TMS# 25600-03-30 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

29. Amendment to the Unified Development Ordinance for Drive - Through Facility –
Approved on first reading.

Ordinance No.: 2022-071 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Sec. 17-4.3, Accessory Uses and Structures – Approved on first reading.

Proposal: Request to amend Table 17-4.3(B)(5) of the Columbia Code of Ordinances to add the accessory use of "Drive-through facility - Personal Service/Retail Sales", revise the existing accessory use "Drive-through facility" to add "Other", and amend Sec. 17-4.3(d)(2)b to remove the drive-through reference for Automated Teller Machines (ATM's).

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

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

Ms. Krista Hampton, Planning and Development Services Director said currently bank drive-through facilities are not permitted as an accessory use in certain zoning districts in our code. This will allow them as a conditional use. There are conditions associated with each of these drive-throughs with regard to stacking, where they may be located, and the building being up towards the front. Where they are currently not permitted, they will be permitted in certain districts. It is for a specified amount of uses like banks and retail.

Mr. Jim Daniel, Wheeler Hill Resident said again, I request that this matter be deferred. There are numerous deficiencies. In particular, one that is citing the incorrect section or the date of the city code. It was passed in 2019 not in 2018. If this gets passed it is an invalid approval because the wrong code has been cited. That is the same issue with Item 21.

Mayor Rickenmann asked staff to correct any misinformation so we are all on the same page about what the code says and how it was worded.

Ms. Krista Hampton, Planning and Development Services Director said the ordinance is referencing the 1998 code of ordinances. All of our ordinances adopting land use or other type matters refer to the entire code of ordinances, not just chapter 17.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

Upon a motion made by Mr. Taylor and seconded by Ms. Herbert, Council voted unanimously to give first reading approval to Ordinance No.: 2022-071 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Sec. 17-4.3, Accessory Uses and Structures.

30. Amendment to the Unified Development Ordinance for Non-Conforming Sites – *Approved on first reading.*

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

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

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

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

Ms. Elizabeth Marks, Robert Mills Historic District resident said what I was going to say is related to an email that I sent each of you regarding a very simple change to the ordinance as opposed to all of these piecemeal tiny repetitive changes that have been put in it. It's a very simple process and I hope that you will go back and read my email. The Columbia Compass and the UDO was a transparent process. We spent three years on that, went to public hearings, answered questionnaires, and went to meetings. This item on the parking and landscaping buffer showed up at Planning Commission last week and all of a sudden it's on the City Council agenda. We have not had time to study it in depth. We would like to bring in our own experts. We feel that planning has significantly let us down by not including us in this process and that we have not had a chance to speak to this. Yes, we do have many bad parking lots and we also have significant runoff and flooding. The buffers of green spaces and trees will make a difference in that. I suggest that you all go back and look at the 2013 Consent Decree with the EPA, which requires you to complete a stormwater repair process for all of the watersheds in Columbia by 2025. Not only is this about neighborhoods, buffers, privacy, and livability but it is also about stormwater and the beautification of the city. I don't think you can make an argument that the beat up parking lots in old buildings are more important than trees, oxygen, and doing something about rainwater and stormwater. We do ask you to defer this.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Ms. Kathryn Fenner, Esq., University Hill Neighborhood Association said I believe there has been some questions raised about whether or not we have adequately gotten the approval of our various associations and I assure you that as an attorney who read the bylaws quite thoroughly, yes, I got the approval of my fellow executive council pursuant to said bylaws. I am concerned because parking spaces are extremely important here apparently but not according to the provisions passed in the Planning Commission meeting a few weeks ago. University Hill suffers from stormwater runoff problems. It is impossible to get out of our neighborhood during a flash flood except through one route. There is literally no way to get east of town. We are completely surrounded by little holes where there is stormwater runoff. If in fact, what you are trying to do is protect required parking spaces and not just all parking spaces, I think we need to say that instead and modify Section 17-5.3 to provide for alternative relief and only be applied if it would result in the loss of a required parking space.

Ms. Denise Wellman, President of Cottontown said I want to affirm that I do have the vote of the entire board of Cottontown. As it is written, we oppose this proposal. The mayor recently said we want to be more connected, we want to be pedestrian friendly, and do the right things to make our city more livable downtown. Cottontown could not agree with you more. We moved from the suburbs to come downtown because we wanted to enjoy the lovely tree lined streets. We enjoy the opportunity to walk and when necessary drive to small businesses and large. The way this proposal is written raises far too many questions than answers. We have been blessed with redevelopment of small businesses, but we have only been blessed because we have benefited from the protection of alternative landscape plans like fences and walls that were put up to protect property that abuts to it. As the current ordinance is written, it mitigates the effect of those contiguous differing land uses. The way this is written does not make that clear. We would love to have more information about this proposal. We too want to develop Cottontown, especially along the Main Street corridor but this has been very confusing and hard to understand. We have spent the last two weeks tirelessly trying to figure this out, and we get different answers every time we turn around. We have residential and commercial that are right next to each other, and there is no protection for the value and the privacy of our land. We don't clearly see that this change has something in place to protect our property. That is why we oppose it.

Ms. Elizabeth Perkins, Vice President of the Earlewood Community Citizens Organization said I have been asked to read a letter that we submitted earlier today. To summarize, we also agree that there are too many questions and we would like a delayed vote. We basically want to explore alternative solutions that address the need for flexibility and redevelopment in the surrounding communities. We want changes that can encourage and incentivize redevelopment of properties around the city that still address canopy cover, stormwater localized flooding, parking, and neighboring property buffer concerns. We would like to see short and long-term planning that



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

moves us toward a more walkable and accessible city. The amendment as drafted, eliminates protections without finding middle ground incentives or alternative solutions. We ask for a delayed vote. We don't support the amendment as drafted. We are concerned about stormwater management and canopy cover.

Councilor Duvall said I would like for the Council to have first reading on this ordinance and hold it until we have the 7,500 rule ordinance in front of us because I think they are linked to some of the restrictions or lesson restrictions. This also may be impacted by what we do with the 7,500 sq. ft. ordinance that is going to come forward.

Councilor McDowell asked what is being eliminated.

Ms. Krista Hampton, Planning and Development Services Director said if a buffer requirement such as planting a tree or landscaping would result in the loss of a parking space, that particular part of the buffer requirement would be eliminated.

Ms. Teresa Wilson, City Manager said what staff and I do is meant to be in direct alignment with the policy direction from Council and the policies set forth in committees. I would encourage us to be open about these ideas coming forward from committees on what we are doing holistically from a policy perspective. This is in direct alignment with press conferences we had and other information that has been put out. If you ask us to move things forward in an efficient and timely manner, then that is what we will do.

Mayor Rickenmann said I support moving forward. I am also going to personally commit to sit down and have conversations so that everybody can understand it. I will take the time and effort to do that in a productive conversation where we are talking about exactly what is on the table. My suggestion to Council is that we give it first reading and take the time to sit down and meet with folks between the readings and see where we are. I don't want anybody to feel like they don't understand something, but I do believe we need to move forward on the first reading. We have had several discussions about this. This didn't just creep up yesterday or the day before. It's very important for people to understand that we are listening and we are moving the city forward to benefit all folks.

Councilor Herbert said I heard Ms. Wilson say this is the direction that Council asked to go in. I don't remember us asking. I thought this was something that Ms. Hampton requested. Ms. Hampton is this a recommendation that you have made or your department has made as a result of what you believe needs to be done as we are implementing this code?



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Ms. Teresa Wilson, City Manager said Krista can speak to her professional recommendation and I will certainly allow her to do that. The issues that I am raising are from the discussions at Council retreats and discussions on the structure that this Council has established out of committees and acted upon. I am trying to always make sure everybody has the same information. This was in the Economic and Community Development Committee. There was a list of things that were to encourage inherently what is going on with this particular item. I am trying to get clarity on what we are doing going forward. There are other items that will come forward with action that is necessary. If in fact the Council is taking an approach now to not exacerbate other protections, but to make it a business friendly environment to encourage redevelopment or whatever it might be then I defer to Krista to answer if she thinks this does that. The discussion amongst the staff is yes, we think it does that in the context of what this Council said through the committee process, the press conference, and other things that directed us to move forward with these individual items.

Councilor Herbert said I am on the Economic and Community Development Committee. I think we have to get back to the basics and follow the process. Based on that, even if it comes from committee, the committee members need to have the full discussion with Council. I think we are moving a little bit too fast. It should have been fully discussed in committee and then discussed in a work session.

Councilor Taylor said the minutes from the Economic and Community Development Committee from May 17, 2022 attending Joe Taylor, William Brennan, and Tina Herbert state that there was consensus of the committee to move forward with the changes to the landscape requirements by eliminating buffer and street protective requirements for parking lots associated with the redevelopment of existing buildings. It was over two and a half months ago. It has been very transparent and we followed the proper process. After our committee, we asked the planning group to go back and look at how to do it. This has worked absolutely the way it was supposed to work procedurally.

Councilor Brennan said I am supportive of the path we are taking. As we move forward with continued conversations with our business and community leaders, I would like to get the input of our Columbia Water team on the stormwater impacts of this and also hear from our Public Works Department and the Forestry Division. I would like to know exactly how many properties staff thinks this might affect. I look forward to having that layer of conversation included.

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-068 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5: Development Standards, Sec. 17-5.3, Landscaping and Sec. 17-7.6, Nonconforming Site Features.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

Second reading consideration is scheduled for August 16, 2022.

Councilor Duvall said there is danger when the committee takes up a subject that has not been brought to the Council table. I am business friendly but I am also neighborhood friendly. We need to do everything we can to balance the needs of being open for business and having a quality of life in our neighborhoods. When staff gets together to weigh the options of doing these business friendly things, we need to be weighing the impact on neighborhoods, buffers, and stormwater.

Councilor Taylor said I thought that land issues that come up in committee go to the Planning Commission or DDRC for vetting. Then they come to us with feedback to reject or pass. I did not know you had to vet suggestions at a public council meeting before going to the Planning Commission.

Councilor Duvall said according to the clerk, you can't take something that came out of committee until it crossed this table.

Councilor Herbert said I don't think it has to come to Council for a vote. A discussion of the subject at a work session will be helpful so we are all on the same page.

Mayor Rickenmann said from now on, we will have a special called work session every month to discuss any open items that come out of all committees before they move forward so there is no confusion about what we are doing and it doesn't put staff or anybody else in a bad position.

Ms. Teresa Wilson, City Manager said what has been the practice that I and Attorney Knox have encouraged is that even if you have an item in committee you are going to refer things from your committee discussion back to the full Council and report what the committee talked about and the direction of the committee. I think that happened with these business friendly items because there are minutes. If you want us to have a special called work session to talk about things that have come out of any committee, that is fine. What you have always done is also okay.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

31. Zoning Map Amendment for 5609 Farrow Road, TMS# 11612-03-02 – *Deferred*

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

Council District: 1

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

Applicant: John C. Sims

Staff Recommendation: Denial

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

No comments were received at this time.

Upon a motion made by Ms. Herbert and seconded by Mr. Brennan, Council voted unanimously to defer first reading approval of Ordinance No.: 2022-067 - Amending the Official Zoning Map to modify the zoning for 5609 Farrow Road, Richland County TMS# 11612-03-02.

32. Zoning Map Amendment for 4921 Broad River Road (p), TMS# 06200-01-07(p) – *Approved on first reading.*

Ordinance No.: 2022-062 - Amending the Official Zoning Map to modify the zoning for 4921 Broad River Road (p), Richland County TMS# 06200-01-07 (p) – Approved on first reading.

Council District: 1

Proposal: Request to rezone the property from Residential Mixed District (RM-2) to Community Activity Center/Corridor District (CAC).

Applicant: J.T. Stephenson, III, Harbison Grove JV, LLC

Staff Recommendation: Approval

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

No comments were received at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Upon a motion made by Ms. Herbert and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-062 - Amending the Official Zoning Map to modify the zoning for 4921 Broad River Road (p), Richland County TMS# 06200-01-07 (p).

33. Future Land Use Map Amendment Confirmation for 1.229 acre portion of 181 Newland Road; TMS# 25600-03-15(p) – *Approved on first reading.*

Ordinance No.: 2022-064 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for a 1.229 acre portion of 181 Newland Road; Richland County TMS# 25600-03-15(p); annexed by Ordinance No 2022-027 enacted April 19, 2022 – Approved on first reading.

Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Community Activity Center (UEAC-1). The property is currently assigned interim future land use classification of Urban Edge Community Activity Center (UEAC-1).

Applicant: American Container Services, Inc.

Staff Recommendation: Approval

No comments were received at this time.

34. Zoning Map Amendment for 1.229 acre portion of 181 Newland Road; TMS# 25600-03-15 (p) – *Approved on first reading.*

Ordinance No.: 2022-072 - Amending the Official Zoning Map to confirm the zoning for 1.229 acres 181 Newland Road, Richland County TMS# 25600-13-15(p); annexed by Ordinance No.: 2022-027 enacted April 19, 2022 – Approved on first reading.

Council District: 4

Proposal: Request to confirm the zoning of Light Industrial (LI). The property currently has interim zoning of Light Industrial (LI).

Applicant: American Container Services, Inc.

Staff Recommendation: Approval

No comments were received at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Upon a single motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Future Land Use Map Amendment Confirmation, Ordinance No.: 2022-064 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for a 1.229 acre portion of 181 Newland Road; Richland County TMS# 25600-03-15(p); annexed by Ordinance No 2022-027 enacted April 19, 2022, **and** Ordinance No.: 2022-072 - Amending the Official Zoning Map to confirm the zoning for 1.229 acres 181 Newland Road, Richland County TMS# 25600-13-15(p); annexed by Ordinance No.: 2022-027 enacted April 19, 2022.

35. Future Land Use Map Amendment Confirmation for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road; TMS# 28908-03-01 and 28904-01-16 – *Approved on first reading.*

Ordinance No.: 2022-065 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road; Richland County TMS# 28908-03-01 and 28904-01-16; annexed by Ordinance No 2022-028 enacted April 19, 2022 – Approved on first reading.

Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Residential Large Lot (UER-2). The property is currently assigned interim future land use classification of Urban Edge Residential Large Lot (UER-2).

Applicant: Premium Development, LLC and Woodcreek Development, LLC

Staff Recommendation: Approval

No comments were received at this time.

36. Zoning Map Amendment Confirmation for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road; TMS# 28908-03-01 and 28904-01-16 – *Approved on first reading.*

Ordinance No.: 2022-066 - Amending the Official Zoning Map to confirm the zoning for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road, Richland County TMS# 28908-03-01 and TMS# 28904-01-16 – Approved on first reading.

Council District: 4



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

Proposal: Request to confirm the zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP). The property currently has interim zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Premium Development, LLC and Woodcreek Development, LLC

Staff Recommendation: Approval

No comments were received at this time.

Upon a single motion made by Mr. Taylor and seconded by Mayor Rickenmann, Council voted unanimously to give first reading approval to the Future Land Use Map Amendment Confirmation, Ordinance No.: 2022-065 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road; Richland County TMS# 28908-03-01 and 28904-01-16; annexed by Ordinance No 2022-028 enacted April 19, 2022, **and** Ordinance No.: 2022-066 - Amending the Official Zoning Map to confirm the zoning for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road, Richland County TMS# 28908-03-01 and TMS# 28904-01-16.

Council closed the public hearing at 5:48 p.m.

ORDINANCES - FIRST READING

37. Ordinance No.: 2022-048 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b) – *Approved on first reading.*

Councilor Taylor said there is no price increase for this year.

Upon a motion made by Ms. Herbert and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2022-048 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b).

38. Ordinance No.: 2022-061 - Granting an encroachment to Woodcreek Farms Homeowners Association for the use of the right of way area of the 100 block of Beaver Lake Drive for the installation and maintenance of a community sign adjacent to 100 and 101 Beaver Lake Drive, Richland County TMS#28901-03-03 and 28901-01-02 – *Approved on first reading.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-061 - Granting an encroachment to Woodcreek Farms Homeowners Association for the use of the right of way area of the 100 block of Beaver Lake Drive for the installation and maintenance of a community sign adjacent to 100 and 101 Beaver Lake Drive, Richland County TMS#28901-03-03 and 28901-01-02.

39. Ordinance No.: 2022-074 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 700 block of Sumter Street for the installation and maintenance of six concrete flumes with solid steel plate covers adjacent to 1300 Greene Street, Richland County TMS#11303-04-01 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2022-074 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 700 block of Sumter Street for the installation and maintenance of six concrete flumes with solid steel plate covers adjacent to 1300 Greene Street, Richland County TMS#11303-04-01.

RESOLUTIONS

40. Resolution No.: R-2022-056 - Certifying Building Site as Abandoned Buildings 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 the property 1527 Gervais Street, Richland County TMS # 11401-05-10, 11401-05-09, 11401-05-08, and 11401-05-07 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2022-056 - Certifying Building Site as Abandoned Buildings 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 the property 1527 Gervais Street, Richland County TMS # 11401-05-10, 11401-05-09, 11401-05-08, and 11401-05-07. Mr. Brennan did not vote due to a conflict of interest.

41. Resolution No.: R-2022-057 - Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of South Main Street (S-3054) and associated intersections for the South Main Street Streetscape, from Blossom Street (US 1) to Pendleton Street (S-174); Project (P039718) – *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2022-057 - Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of South Main Street (S-3054) and associated intersections for the South Main Street Streetscape, from Blossom Street (US 1) to Pendleton Street (S-174); Project (P039718).

42. Resolution No.: R-2022-058 - Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 26 and associated Ramps for the Carolina Crossroads, Phase 3 – I-20/I-26, I-26/I-126, St. Andrews Road at I-26 and Bush River Rd at I-20 Interchange Improvements; Road/Routes: I-20, I-26, I-126, St. Andrews Road (S-32-30/S-40-42), Bush River Road (S-32-273/S-40-31), Browning Road (S-40-2892), Burning Tree Drive (S-32-1841/ S-40-2893), Burnette Drive (S-40-1382), Rockland Road (S-32-1214), Zimalcrest Drive (S-40-1241), Berryhill Road (S-32-1551), Jamil Road (S-32-1791), Fernandina Road (S-32-1842/S-40-2893), Frontage Road (S-40-2891), Lawand Drive (S-40-1019), Gale Drive (S-40-2905), Fairhaven Drive (S-40-1384), Luster Lane (S-40-1383), Morninghill Drive (S-40-1276), Woodland Hills Road (S-32-1302); Design-Build Project (P039718) – *Approved*

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2022-058 - Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 26 and associated Ramps for the Carolina Crossroads, Phase 3 – I-20/I-26, I-26/I-126, St. Andrews Road at I-26 and Bush River Rd at I-20 Interchange Improvements; Road/Routes: I-20, I-26, I-126, St. Andrews Road (S-32-30/S-40-42), Bush River Road (S-32-273/S-40-31), Browning Road (S-40-2892), Burning Tree Drive (S-32-1841/ S-40-2893), Burnette Drive (S-40-1382), Rockland Road (S-32-1214), Zimalcrest Drive (S-40-1241), Berryhill Road (S-32-1551), Jamil Road (S-32-1791), Fernandina Road (S-32-1842/S-40-2893), Frontage Road (S-40-2891), Lawand Drive (S-40-1019), Gale Drive (S-40-2905), Fairhaven Drive (S-40-1384), Luster Lane (S-40-1383), Morninghill Drive (S-40-1276), Woodland Hills Road (S-32-1302); Design-Build Project (P039718).

43. Resolution No.: R-2022-060 - Supporting the Housing Authority of the City of Columbia engaging in the Disposition of a portion of S/S Pickens Street, TMS #11212-23-01 – *Approved*

Mayor Rickenmann said this is procedural. The Housing Authority is a separate entity.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2022-060 - Supporting the Housing Authority of the City of Columbia engaging in the Disposition of a portion of S/S Pickens Street, TMS #11212-23-01.

44. Resolution No.: R-2022-061 - Authorizing the City Manager to execute an Intergovernmental Agreement between the Housing Authority of the City of Columbia, SC and City of Columbia for Review of Environmental Assessments – *Approved*

Upon a motion made by Mr. McDowell and seconded Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-061 - Authorizing the City Manager to execute an Intergovernmental Agreement between the Housing Authority of the City of Columbia, SC and City of Columbia for Review of Environmental Assessments.

EVENT RESOLUTIONS

45. Resolution No.: R-2022-052 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Family Fun Night on Friday, August 12, 2022 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2022-052 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Family Fun Night on Friday, August 12, 2022

OTHER MATTERS

46. Council is asked to approve a Contract for High-Tech, High-Growth Entrepreneurship and Business Creation Support, as requested by the Economic Development Department. Award to GrowCo in the amount of \$60,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Economic Development Special Contracts (5511301-638300).

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve a Contract for High-Tech, High-Growth Entrepreneurship and Business Creation Support, as requested by the Economic Development Department. Award to GrowCo in the amount of \$60,000.00. This firm is located in Columbia, SC.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

47. Fiscal Year 2022/2023 Hospitality Tax Committee Recommendations - Ms. Terry Davis, Committee Chair – *Approved as amended.*

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to approve the Fiscal Year 2022/2023 Hospitality Tax Committee Recommendations with the following amendments:

- Increase Vista Guild allocation by \$115,000 for Clean and Safe Program;
- Increase Five Points Association allocation by \$55,000 for Clean and Safe Program;
- Increase Devine Street Merchants Association allocation by \$20,000;
- Increase Black Pages allocation by \$10,000; and
- Reserve 10% of the surplus for workshops on leveraging financial resources.

48. Fiscal Year 2022/2023 Accommodations Tax Line Item Agencies – *Approved as amended.*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve Fiscal Year 2022/2023 Accommodations Tax funding allocations to Line Item Agencies with the following amendments:

- Fund all line item agencies at fiscal year 2021/2022 funding levels.
- Allocate \$300,000 to the Columbia Museum of Art for the final year of capital funding commitment.
- Review applications for later consideration of increased funding requests.

49. Fiscal Year 2022/2023 Accommodations Tax Committee Recommendations - Mr. Hal Stevenson, Committee Chair – *Approved as amended.*

Upon a motion made by Mayor Rickenmann and seconded by Ms. Herbert, Council voted unanimously to approve the Fiscal Year 2022/2023 Accommodations Tax Committee Recommendations with the following amendments:

- Fund Capital City/Lake Murray Country at \$375,487.50.
- Fund the Conventions and Visitor's Bureau at \$1,600,000.
- Hold remaining balance for future consideration of allocations by City Council.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 26, 2022

CITY MANAGER'S REPORT

Ms. Teresa Wilson, City Manager highlighted the City of Columbia Community Development- All Access Home Ownership Workshop; Columbia-Richland Fire Department – 2022 Fire- Rescue Conference & Staffing Update; and the Columbia Police Department Transient Citizen Criminal Activity & Pathways Unit Monthly Report for June 2022. She recognized City of Columbia Retiree Raymond “Ray” Williams for 29 ½ years of service and Mrs. Doris Harris, Lead Administrative Assistant for 43 years of service.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

50. Council is asked to refer a proposed Lost/Stolen Firearm Reporting Ordinance to the Public Safety Committee, as requested The Honorable Aditi Bussells. – *Approved*

Councilor Bussells said through some of our communications, we have been exploring an ordinance that would require private citizens within 24 hours to report a lost or stolen firearm. This is data driven in the sense that our Columbia Police Department has shared that we have some of the highest rates of crimes associated with a lost or stolen firearm. We believe that this would be another tool in the toolbox that would allow us to prevent some of the gun violence that has been plaguing our communities. For the sake of understanding the ordinance and ensuring that we are all on the same page, given some of our discussions about the process, I will formally refer this ordinance and the draft as it is currently written to the Public Safety Committee and ask the committee to review and provide their feedback in the form of an email or during a work session no later than August 23, 2022. This will allow us to hopefully have our first reading in September.

Councilor McDowell asked for the discussion of ghost guns to be included in the referral.

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to refer a proposed Lost/Stolen Firearm Reporting Ordinance and discussion of ghost guns to the Public Safety Committee.

51. Administrative Policy Committee June 28, 2022 Meeting Report - The Honorable Edward McDowell Jr. – *Received as information.*

Councilor McDowell said the Administrative Policy Committee has met several times and discussed four particular items. We have been talking about the health initiative. Instead of a large health initiative board of directors, we talked about focusing on the biggest health issues within our city. We talked about having a walk for life in partnership with DHEC and the South Carolina



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

Diabetes Council to help folks understand the importance of the health issues. We are looking at November as being a launch date because it is National Diabetes Month. As part of that initiative, we would make resources available for persons who are in those particular crisis situations. We also took a look at the Columbia Clean Initiative. We were able to bring in Clint Shealy and Robert Anderson to talk about how we can best approach this within the confines of our city. This is something we want to do and have to do for the sake of our city. Right now we are on target to go forward. The third emphasis was with boards and commissions. There needs to be some understanding of the functions of our boards and commissions. We talked about the process of putting together a spreadsheet to understand term limits. We are continuing to talk about this. Lastly, last year we developed the ACE equity index study. Part of that equity index study was referred to the Administrative Policy Committee. One of the things we suggested to our committee was to allow the equity index study to be given to the Community Relations Council. They will analyze it and bring it back to us for recommendations.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to refer the proposed printing and distribution of "No Concealed Weapons" signs for businesses to the Public Safety Committee.

52. Affordable Housing Task Force July 12, 2022 Meeting Report - The Honorable Tina N. Herbert – *Received as information.*

Councilor Herbert said in our first meeting, we took the time to go over priorities we had from last year. We narrowed them down and changed the committee structure. We had five or six subcommittees, now we only have development and advocacy subcommittees. The development committee's number one issue is financing. The advocacy committee along with the development committee said the number one issue is "Not in my Backyard". How we define affordable housing is very critical. We want to look at doing a campaign for educating the public on all types of affordable housing and have discussions with all of our communities about how much housing we need and why we need affordable housing.

53. Task Force to Prevent and End Homelessness June 29, 2022 Meeting Report - The Honorable Aditi Bussells – *Received as information.*

Councilor Bussells said although the task force meets once a month, there has been a lot of work going on behind the scenes meeting with providers, staff, the Main Street District, the Five Points Association and others. We want to really understand how we can address this problem that has been top of mind for so many of our constituents. The task force meeting on June 29, 2022 was great. We had a good representation of folks in the business community, neighborhoods, as well



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

as some of our public defenders and those that work with those experiencing homelessness. The task force focused on who we call the chronically homeless or the chronically unsheltered. That is the definition used by HUD. Homelessness obviously expands beyond that, but we know that we can't solve everything. What we can do is focus on what we can control and that is the chronic homeless population that we have consistently seen an increased presence of throughout our city. There aren't any services in the city after 5:00 p.m. and that leads to law enforcement being the first line of defense. We talked a lot about what it would look like to have a system in which the police were not the first folks that we called. We need to make sure that we have options after 5:00 p.m. We also talked about feedings and how there are many groups that feed that often don't talk to each other. This has made it very difficult for us to understand the best ways in which we can streamline some of those services. In the past, there was a permit process, as well as a schedule of these feedings. But since COVID, that is no longer the case. We need to work together to understand ways in which we can provide services to those experiencing homelessness, but not in a way that is all over the place. We had a presentation from our research consultant from Inspire Real Change who provided us with a catalog of services in the greater Richland County area. There are over a hundred programs dedicated to preventing and ending homelessness in Richland County. There are also four pages worth of faith based community groups that feed the homeless in our city. This tells us that it is not that Columbia doesn't care, it is that we are not talking to each other in a way that is able to address the root cause of the problem. As we move forward with the task force, we are looking at ways in which we can ensure that our dollars are being used in a way that have measurable outcomes for the different populations that are affected by homelessness and considering ways in which we can work better with some of the providers that have traditionally worked with the city.

54. Update on the Office of Gun Violence Prevention - The Honorable Daniel J. Rickenmann, Mayor – *Deferred*

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to refer the review of the State Accommodations Tax allocations to the Economic and Community Development Committee.

PUBLIC INPUT

No one appeared at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 6:45 p.m. for the discussion of **Items 55 through 57.**

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

Linda Haralson v. City of Columbia and Dominion Energy

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

Municipal Court

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

*Busted Plug
Gadsden Street Property
Homeless Services*

ADJOURNMENT

The meeting was adjourned at 8:20 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, AUGUST 2, 2022

The Columbia City Council conducted a Work Session on Tuesday, August 2, 2022 at City Hall, 1737 Main Street, Columbia, SC. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 3:01 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Development Standards Text Amendment - Stormwater Impacts - Ms. Krista Hampton, Planning and Development Services Director and Ms. Dana Higgins, Engineering Director

Ms. Krista Hampton, Planning and Development Services Director said there are three parts to this text amendment: transitional buffer yard, street protective yard, and non-conforming site features – landscaping. The buffers we are talking about are not the same as stormwater buffers, which are regulated separately. Transitional buffer yards are landscaped areas between two land uses of different intensities intended to provide an area between commercial property and residential property or industrial property and lesser commercial property. The amendment exempts development that consists of the renovation or reuse of an existing structure where the buffer would require the reduction in the number of parking spaces in an existing parking lot. This does not exempt the entire buffer requirement, only the vegetation that would cause the removal of parking. All other requirements remain, to include a fence, if required.

Councilor Herbert said the language might need to be clearer because there have been different interpretations.

Ms. Krista Hampton, Planning and Development Services Director said I understand that people might not read it the same but the zoning ordinance gives full authority of interpretation to the zoning administrator. I have spoken with Hope Hasty and she is of the same mind and she can make a formal interpretation that is logged and establishing that clarification. If you were to make a change from what has already been reviewed by the Planning Commission, it will need to go back for review.



COLUMBIA CITY COUNCIL WORK SESSION MINUTES TUESDAY, AUGUST 2, 2022

Councilor Brennan asked if there are any exemptions for additions.

Ms. Krista Hampton, Planning and Development Services Director said in the last part of it, we have a provision about additions and when non-conforming site features have to come into play. It is a sliding scale percentage depending on the value invested.

Councilor Brennan asked if it is based on the construction percentage value and not the addition to the four walls.

Ms. Krista Hampton, Planning and Development Services Director said there are two: one based on construction value and the other on expansion size. There are two different thresholds. Street protective yards are landscaped areas abutting and parallel to a recorded public street right-of-way. The area between the parking lot and street. The amendment exempts development that consists of the renovation or reuse of an existing structure where the protective yard would require reduction in the number of parking spaces in an existing parking lot. This does not exempt the entire street protective yard requirement. It only exempts the vegetation that would cause the removal of parking. All other requirements remain. The final piece is non-conforming site features, an element of a property that does not meet current standards, such as landscaping. The amendment relates to existing parking lots and sites and increases the threshold at which sites do not meet current standards. Before they had to make partial landscape improvements at 50%. The text amendment removes the requirement for full compliance when 75% or more of the value of the building is expended. We are changing the partial requirement from 50% to 75%.

Councilor Herbert asked what we are trying to achieve.

Ms. Krista Hampton, Planning and Development Services Director said it is the same as the others. When you are redeveloping an existing structure coming into full compliance with the landscape code is typically a struggle because the lots are usually pretty tight. All of these were a result of what Council asked to do which was look at how we can encourage redevelopment of our existing building stock. Currently, they would have to come into full compliance with the landscape ordinance. This amendment will allow them to come into partial compliance. They would not have to do interior plantings but they would have to come into partial compliance with the protective yards and buffers, and they would have to do any necessary screenings like for dumpsters.

Councilor Taylor said we should be helping people improve the appearance of properties in our city. This contributes to the fact that we may not have quite the appearance renovations that we could enjoy. We need to take the penalty away from making that investment.



**COLUMBIA CITY COUNCIL WORK SESSION MINUTES
TUESDAY, AUGUST 2, 2022**

Councilor Herbert said I am in agreement but I think the language is unclear. What I am reading is not about the parking spaces but instead the location. We are only talking about parking spaces where a buffer would be. This refers to what would require a reduction in the number of parking spaces in an existing parking lot, which sounds wide open. I think that is why people are misinterpreting it.

Ms. Krista Hampton, Planning and Development Services Director said it says in the location where the protective yard would require the reduction of a number of spaces. It is only in that spot. Only where the buffer would require the reduction or the protective yard. Those are defined areas. The new code has definitions in the back that are actually written in English.

Councilor Brennan said let's make sure we educate and market this specifically to architects, landscape designers, and general contractors. We are talking about an inventory of buildings that are pretty affordable but it will take a designer to come on board.

Councilor McDowell said all folks need to understand this. Can we put it in layman's terms so everyone can understand?

Mayor Rickenmann said we can send out information and pictures of examples so there are no questions.

Councilor Brennan asked if this would be retroactive.

Ms. Krista Hampton, Planning and Development Services Director said no, you can't make something more non-conforming.

Ms. Dana Higgins, Engineering Director said rainfall data is available by the National Oceanic and Atmospheric Administration (NOAA) and DHEC makes it available in their Best Management Practices Manual. They have it over many return frequencies. This is the chance of a storm happening over a given year. It ranges from 1 year frequency to 100 year frequency. A one year storm has a chance of happening 100% in one year. A 100 year storm has about 1% of happening. Today we are talking about the ten year frequency, which is a 10% chance of a storm happening in a given year because that is what we require our consultants to design by. The information provided is over 24 hours. For Richland County that is 5.30 inches. The volume is calculated based on the rainfall data, the area, the land cover, the slope, and the length of the watershed contributing. In the new construction example, the text amendment does not apply and must come into full compliance. In the renovation of existing structures, the amendment removes street and buffer yard requirements where parking is impacted. The text amendment is not going to adversely impact this by creating more stormwater but it will cause a loss in opportunity to reduce stormwater in the



**COLUMBIA CITY COUNCIL WORK SESSION MINUTES
TUESDAY, AUGUST 2, 2022**

impervious area by 2.5%. There has been discussion in regards to if this violates our permits. We have a Municipal Separate Storm Sewer System (MS4) and a Wastewater Consent Decree. The MS4 permit was issued in January 2010. We are required to monitor water quality and quantity within city limits and we also monitor discharge of pollutants within six watersheds within city limits. This text amendment does not violate that permit. The Wastewater Consent Decree was issued in 2014. Early on we had some supplemental and environment projects that were stormwater related which included Rocky Branch, Smith Branch, and Gills Creek. The text amendment will not violate compliance.

Councilor Bussells said are we saying that the text amendment will only impact stormwater drainage by 2.5%?

Ms. Dana Higgins, Engineering Director said yes, we took different examples and they all landed between 2.4 to 2.5% with different size properties.

Mayor Rickenmann said as we continue with stormwater projects from Rosewood all the way to downtown coordinating with DOT, it may be good for us to share the information on the innovative things we are doing to try and handle stormwater. Provide this information for all of us to share with constituents.

Ms. Dana Higgins, Engineering Director said absolutely, we have an interactive list of capital improvement projects at <https://columbiascwater.net/capital-improvement-projects/>. We update the progress of construction monthly. We also have a public facing portal for questions.

Ms. Teresa Wilson, City Manager asked if Council agrees to schedule second reading on August 16, 2022.

The consensus of Council is to schedule second reading of the Development Standards Text Amendment on August 16, 2022.

ADJOURNMENT

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

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 2, 2022

The Columbia City Council conducted a meeting on Tuesday, August 2, 2022 at City Hall, 1737 Main Street, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:09 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

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

PUBLIC INPUT ON AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the June 7, 2022, June 14, 2022 and June 21, 2022 Meeting Minutes - *Approved*

Upon a motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted unanimously to approve the June 7, 2022, June 14, 2022 and June 21, 2022 Meeting Minutes.

CONSENT AGENDA ITEMS 2 THROUGH 15

Upon a single motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to approve **Consent Agenda Items 2 through 15.**



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

2. Council is asked to approve a Professional Services Agreement for Project SS7615; Broad River Pump Station Miscellaneous Improvements, as requested by Columbia Water on June 23, 2022. Award to AECOM Technical Services, Inc. in the amount of \$579,401.00. This firm is located in Columbia, SC. – *Approved*

Water and Sewer Capital Projects-Broad River Pump Station Miscellaneous Improvements-Capital Project Cost (5529999-SS761501-658650). The original budget \$579,401.00.

This is a Mentor Protégé Program Project. AECOM Technical Services, Inc. is the mentor and will provide project plans and specification services at 63.31% (\$366,811.00) of the total contract amount. Atlantic South Consulting Services, LLC, a Minority Business Enterprise, located in Columbia, SC, is the protégé and will provide project management, preliminary engineering, design, permitting, and bidding assistance at 22.78% (\$131,990.00) of the total contract amount.

The following subconsultants will provide additional services:

K&P Engineering of Lexington, SC will provide structural engineering services at 2.69% (\$15,600.00) of the total contract amount.

Clemson Engineering Hydraulics, Inc. of Anderson, SC will provide pump station modeling at 11.22% (\$65,000.00) of the total contract amount.

3. Council is asked to approve a Contract to Purchase Advanced Metering Infrastructure (AMI) Meters, Registers, Endpoints and Guards for the Water Distribution and Maintenance, as requested by Columbia Water on July 10, 2022. Award to Badger Meter Inc., as a Sole Source in an amount not to exceed \$996,091.00. The vendor is located in Denver, CO. – *Approved*

Funding Source: Utilities Water Distribution and Maintenance - Meters, Parts and Supplies (5516203-625600). The original budget amount is \$996,091.00.

4. Ordinance No.: 2022-048 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b) - *First reading approval was given on July 26, 2022 – Approved on second reading.*
5. Ordinance No.: 2022-061 - Granting an encroachment to Woodcreek Farms Homeowners Association for the use of the right of way area of the 100 block of Beaver Lake Drive for the installation and maintenance of a community sign adjacent to 100 and 101 Beaver Lake Drive, Richland County TMS#28901-03-03 and 28901-01-02 - *First reading approval was given on July 26, 2022 – Approved on second reading.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

6. Ordinance No.: 2022-074 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 700 block of Sumter Street for the installation and maintenance of six concrete flumes with solid steel plate covers adjacent to 1300 Greene Street, Richland County TMS#11303-04-01 - *First reading approval was given on July 26, 2022 – Approved on second reading.*

7. Annexation, Future Land Use Map Amendment and Zoning Map Amendment for 3428 Park Street; TMS#09107-13-01 - *First reading approval was given on July 26, 2022 – Approved on second reading.*

Ordinance No.: 2022-070 - Annexing 3428 Park Street, Richland County TMS# 09107-13-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - First reading approval was given on July 26, 2022 – Approved on second reading.

Council District:1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Daniel Cannella and Megan Forest

Staff Recommendation: Approval

PC Recommendation: 05/12/2022; Approval (4-0)

8. Zoning Text Amendment to Amend Chapter 17, Appendix D (Historic Sub-District Boundaries, Earlewood Protection Area, Area A) to add TMS# 09107-13-01 (3428 Park Street) - *First reading approval was given on July 26, 2022 – Approved on second reading.*

Ordinance No.: 2022-069 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area to add TMS #09107-13-01 (3428 Park Street) - First reading approval was given on July 26, 2022 – Approved on second reading.

Proposal: Amend Chapter 17, Appendix D: Historic Sub-District Boundaries; request to add TMS# 09107-13-01 (3428 Park Street) to Chapter 17, Appendix D: Historic Sub-District Boundaries (Earlewood Protection Area, Area A) at the time of the property's annexation.

Pertinent Sections: Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 2, 2022

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 05/12/2022; Approval (4-0)

9. *Annexation, Future Land Use Map Amendment and Zoning Map Amendment for 0.10 acre portion B/S Jacobs Mill Pond Road; TMS # 28900-01-19(p) - First reading approval was given on July 26, 2022 – Approved on second reading.*

Ordinance No.: 2022-073 - Annexing a 0.10 acre portion of B/S Jacobs Mill Pond Road, Richland County TMS# 28900-01-19(p) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - First reading approval was given on July 26, 2022 – Approved on second reading.

Council District: 4

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

Applicant: Woodcreek Development, LLC

Staff Recommendation: Approval

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

10. *Amendment to the Unified Development Ordinance for Drive - Through Facility - First reading approval was given on July 26, 2022. – Approved on second reading.*

Ordinance No.: 2022-071 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Sec. 17-4.3, Accessory Uses and Structures - First reading approval was given on July 26, 2022 – Approved on second reading.

Proposal: Request to amend Table 17-4.3(B)(5) of the Columbia Code of Ordinances to add the accessory use of "Drive-through facility - Personal Service/Retail Sales", revise the existing accessory use "Drive-through facility" to add "Other", and amend Sec. 17-4.3(d)(2)b to remove the drive-through reference for Automated Teller Machines (ATM's).

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

11. Zoning Map Amendment for 4921 Broad River Road (p), TMS# 06200-01-07(p) - *First reading approval was given on July 26, 2022 – Approved on second reading.*

Ordinance No.: 2022-062 - Amending the Official Zoning Map to modify the zoning for 4921 Broad River Road (p), Richland County TMS# 06200-01-07 (p) - First reading approval was given on July 26, 2022 – Approved on second reading.

Council District: 1

Proposal: Request to rezone the property from Residential Mixed District (RM-2) to Community Activity Center/Corridor District (CAC).

Applicant: J.T. Stephenson, III, Harbison Grove JV, LLC

Staff Recommendation: Approval

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

12. Future Land Use Map Amendment Confirmation for 1.229 acre portion of 181 Newland Road; TMS# 25600-03-15(p) - *First reading approval was given on July 26, 2022 – Approved on second reading.*

Ordinance No.: 2022-064 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for a 1.229 acre portion of 181 Newland Road; Richland County TMS# 25600-03-15(p); annexed by Ordinance No 2022-027 enacted April 19, 2022 - First reading approval was given on July 26, 2022 – Approved on second reading.

Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Community Activity Center (UEAC-1). The property is currently assigned interim future land use classification of Urban Edge Community Activity Center (UEAC-1).

Applicant: American Container Services, Inc.

Staff Recommendation: Approval



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

13. Zoning Map Amendment for 1.229 acre portion of 181 Newland Road; TMS# 25600-03-15 (p) - *First reading approval was given on July 26, 2022 – Approved on second reading.*

Ordinance No.: 2022-072 - Amending the Official Zoning Map to confirm the zoning for 1.229 acres 181 Newland Road, Richland County TMS# 25600-13-15(p); annexed by Ordinance No.: 2022-027 enacted April 19, 2022 - First reading approval was given on July 26, 2022 – Approved on second reading.

Council District: 4

Proposal: Request to confirm the zoning of Light Industrial (LI). The property currently has interim zoning of Light Industrial (LI).

Applicant: American Container Services, Inc.

Staff Recommendation: Approval

14. Future Land Use Map Amendment Confirmation for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road; TMS# 28908-03-01 and 28904-01-16 - *First reading approval was given on July 26, 2022 – Approved on second reading.*

Ordinance No.: 2022-065 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road; Richland County TMS# 28908-03-01 and 28904-01-16; annexed by Ordinance No 2022-028 enacted April 19, 2022 - First reading approval was given on July 26, 2022 – Approved on second reading.

Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Residential Large Lot (UER-2). The property is currently assigned interim future land use classification of Urban Edge Residential Large Lot (UER-2).

Applicant: Premium Development, LLC and Woodcreek Development, LLC

Staff Recommendation: Approval

15. Zoning Map Amendment Confirmation for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road; TMS# 28908-03-01 and 28904-01-16 - *First reading approval was given on July 26, 2022 – Approved on second reading.*

Ordinance No.: 2022-066 - Amending the Official Zoning Map to confirm the zoning for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road, Richland County TMS# 28908-03-01 and TMS# 28904-01-16 - First reading approval was given on July 26, 2022 – Approved on second reading.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 2, 2022

Council District: 4

Proposal: Request to confirm the zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP). The property currently has interim zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Premium Development, LLC and Woodcreek Development, LLC

Staff Recommendation: Approval

ORDINANCES - FIRST READING

16. Ordinance No.: 2022-033 - Granting First Renewal to MCImetro Access Transmission Services Corp., it's Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places – *Approved on first reading.*

Mayor Rickenmann said we have had struggles with some providers in the right of ways in several neighborhoods. As we continue to move forward, we need to have clear communication with all these providers.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2022-033 - Granting First Renewal to MCImetro Access Transmission Services Corp., it's Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places.

RESOLUTIONS

17. Resolution No.: R-2022-065 - Approval for Release and Abandonment of City of Columbia Sewer Easements for CIP Project# SS7261 (Lake Katherine Sewer Line Capacity Enhancement Project) along 4632 Leila's Court, Richland County TMS#13913-05-19; CF#250-378 – *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2022-065 - Approval for Release and Abandonment of City of Columbia Sewer Easements for CIP Project# SS7261 (Lake Katherine Sewer Line Capacity Enhancement Project) along 4632 Leila's Court, Richland County TMS#13913-05-19; CF#250-378.

EVENT RESOLUTIONS

18. Resolution No.: R-2022-040 - Authorizing consumption of beer and wine only at the Richland Music Festival on Saturday, September 10, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-040 - Authorizing consumption of beer and wine only at the Richland Music Festival on Saturday, September 10, 2022.

19. Resolution No.: R-2022-053 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Chaye Alexander presents Live on Boyd Plaza on Sunday, September 25, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-053 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Chaye Alexander presents Live on Boyd Plaza on Sunday, September 25, 2022.

20. Resolution No.: R-2022-054 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 11, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-054 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 11, 2022.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

APPOINTMENTS

21. Columbia Housing Board of Commissioners – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Kevin Werner to the Columbia Housing Authority Board of Commissioners for a five year term.

Councilor McDowell said I had an opportunity to converse with Ms. Bean. We spoke at length as it relates to the appointment process. She did speak highly of Mr. Werner.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

22. Healthy Start Funding Request - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann said Healthy Start reached out to us early on. Since then, they have raised some of the money. Their project was about \$194,000 over due to the cost of construction, COVID, etc. They are located right outside the city, but their clientele is the majority of our most challenged areas. They provide healthy food at a discounted price through a trust fund for some of the offtake on the SNAP program that was brought forth by Senator Pinckney before he passed away. This project started off in Columbia and has grown to multiple counties throughout the state. It was hatched through the medical school. I would recommend that we help them finish this project. Their request has been in your packet. We have some resilience funds left over that we appropriated for this type of group. I would suggest that we move forward on their request.

Councilor Herbert asked how much is the request for.

Mayor Rickenmann said the request is for \$80,000. The original request was for \$94,000. This would cover the HVAC to finish up the project off of Two Notch Road.

Councilor Taylor asked how much the county put in and what would be the funding source.

Mayor Rickenmann said they did put money in but I can't tell you the exact amount. The funds will come from the resilience fund that was adopted during the pandemic.

Councilor Bussells inquired about the eligibility for resilience funds.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

Ms. Teresa Wilson, City Manager said Columbia City Council established the Resilient Columbia Nonprofit Stabilization Grant program in March 2020. The purpose was to provide operational support for nonprofits providing direct community services in response to COVID-19. The total funding in the amount of \$450,000 was allocated for the program. As of today, \$300,000 is remaining for allocation. Eligible programs and services provided by applicable nonprofit organizations include food, shelter, rent assistance, and utility assistance.

Councilor McDowell asked if the funds were initially set-up only for COVID-19 relief.

Ms. Teresa Wilson, City Manager said during that time, Council established funding grants for small businesses and that type of thing. In addition, the Council allocated \$450,000 towards nonprofit stabilization grants for programs that impacted services regarding food, shelter, rent assistance, and utility assistance through the nonprofit entity.

Councilor McDowell said I am all for that but I want to make sure the fund balance supports the request.

Ms. Teresa Wilson, City Manager said there is \$300,000 in the fund. We will take the \$80,000 from there.

Councilor Taylor said I am a fairly significant fan of this group but I do have some concern in us going outside the city with this and also not knowing what the county is doing.

Mayor Rickenmann said they are on Two Notch on the other side of the line. They serve about 57-62% of our community so I think it is well worth the investment.

Councilor Herbert said usually some of our funds require that you be located in the city. Was that not a requirement of this funding?

Ms. Teresa Wilson, City Manager said I don't recall the Council at the time specifying that due to the nature of what was going on and at the height of when this was allocated. The staff and I can research that.

Mayor Rickenmann said I have no problem moving this to the next agenda so we can answer any questions from any Council members. I truly believe it is well worth it. This request has come up previously and they have done some work in between. I just hope as things come up on our agenda and people have questions in the future that you let me know because I would like to get them an answer. I still stand behind supporting this agency.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

Councilor Bussells said the criteria feels like the funds are supposed to be used for direct services that impact our community. From what I understand, this is going to cover the HVAC. I would like to learn more information as to what the intent was of those funds. I have no problem giving money towards direct services that provide food insecure communities with the resources that they need, but I don't know about paying for someone's HVAC, but then not another nonprofits. I would like to know a little bit more.

Mayor Rickenmann said I will defer the item until August 16, 2022 so everyone can ask questions and get clarity. If I don't hear from you, then I'll assume that you are in support.

23. Upon a motion made by Mr. Taylor and seconded by Mr. Brennan, Council voted unanimously to refer the following to the Economic and Community Development Committee:

- 2221 Devine Street;
- Certain economic development projects and our incentive policy or special source revenue credit (SSRC) policies to make sure we are in agreement with what the county wants to do, that it enhances the city's position, and that we have a firm policy going forward. This will be discussed at the committee and brought back to the city council; and
- Grease trap rebate program.

Ms. Teresa Wilson, City Manager said for the sake of clarity and everybody's understanding going forward, the discussion of incentives and any economic development projects will have to be discussed in executive session. Is the consensus of Council for the committee to go into executive session to discuss those items?

Mayor Rickenmann said yes ma'am. I sent out a memo with that included.

24. Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to refer the following to the Public Safety Committee:

Explore some of the ordinance ideas that have come out of the Task Force to Prevent and End Homelessness meetings. We'll point to the memo for more information, as well as work with staff who may have some historical context on those ordinances. One ordinance that was suggested by the task force was to require the reporting of feeding in the city, at least 24 hours prior. There are some updates that have been suggested in the past to our panhandling ordinance that our Legal



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

Department is currently reviewing to ensure that we are in line with some of the cases that have been decided in other states, but I would like to continue those discussions in committee to understand what our options are.

25. Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to refer the following to the Public Safety Committee:

Richland County has a fireworks ordinance and changes to their noise ordinance that are working their way through first reading; maybe a second by now. I want us to take a look at it, to see if there is any desire by the committee to possibly changing our noise ordinance. We have a lot of donut holes in the city. We need to look at other municipalities as well.

26. Upon a motion made by Mr. Brennan and seconded by Mr. Taylor, Council voted unanimously to refer the following to the Economic and Community Development Committee:

Project and construction progress summaries for 1401 Main Street, the Columbia municipality building, for review as we move forward.

27. Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to refer the following to the Public Safety Committee:

A review of our nuisance ordinance and look at if it's time for us to look at how we may beef those up to handle some of the nuisance problems out in the city and support our staff, both in law enforcement and others, so that we can make our community safer. Also take the opportunity for us to look at what some other communities are doing to address nuisance cases.

Councilor Taylor asked if that will include stores that tend to sell things that prey on the homeless and things like that.

Mayor Rickenmann said a prime example would be the overall nuisance ordinance, but also look at what the county has done with nuisance properties and convenience stores that were a big problem in the neighborhoods and how they addressed using the nuisance ordinance to revoke liquor licenses. It is a discussion on how we strengthen and update them.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

28. Upon a motion made by Mr. Duvall and seconded by Mayor Rickenmann, Council voted unanimously to refer the following to the Public Safety Committee:
- A request from the Five Points Association to look into the regulation of the distance between smoke shops and other businesses like the CBD stores;
 - Discuss requirements for signage that shares with people the effects of products like Delta eight and Delta nine that tend to possibly show up on drug tests;
 - The saturation of vape shops in certain areas; and
 - If passed, this could be a part of an ordinance that is already on our books.
29. Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to schedule a review of the revisions to *Ordinance 2019-010 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement Sec. 2-210 Purchase and sale of real property, exceptions for certain utilities project and site acquisitions* for discussion during the August 9, 2022 work session and first reading on August 16, 2022.

Mayor Rickenmann said by going through the process of looking at disposing of excess surplus property, we need to make it so that we get the most value for those properties and having the flexibility to give the city manager the authorization along with her staff to get that done.

Councilor Herbert asked that the pros and cons of the ordinance be discussed during the work session.

30. Request for Presentation

Councilor Bussells requested a presentation from staff or the appropriate entity to provide an update on the COMET bus stations and where they are moving with the recent news about Sumter Street becoming one of the stopping points, but not the hub. The presentation should include the changes being made to Lucius Road and where the COMET headquarters will be.

31. Notice of Staff Report to the Economic and Community Development Committee

Ms. Teresa Wilson, City Manager said I was going to talk with Chairman Taylor about the economic development action plan. Council directed me to move forward with the overall action plan and restructure. As we are taking up several items from the committee, if the Chair is willing, we could bring the action plan to the next committee meeting and go over it.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022**

Councilor Taylor said yes ma'am. We have asked the clerk to schedule a meeting.

PUBLIC INPUT

Ms. Diane Wiley, Belvedere Community Neighborhood President said since July 4, 2022, we have been having issues with kids leaving trash everywhere, partying, and bullets. These are people that do not live in our neighborhood. I have sent the picture to Mr. McDowell and have given the bullets to the chief. I have been getting multiple calls since the fourth of July. The trash is going into people's yards. We also are experiencing fireworks all night long. This shouldn't be happening.

Ms. Tiffany Ruiz, Liberty Ridge Subdivision resident said I wanted to comment on items proposed by Wood Creek Development, LLC. The applicant continues to develop this area, which includes town homes, Taco Bell, and a QuikTrip at the exit of the subdivision. There is a Starbucks and Bojangles across the street. This is the only exit next to Jacob Mill Pond Road from the subdivision. There is an increased concern for safety of the residents of this community because there are accidents weekly. I know they are trying to expand Spears Creek Church Road, but residents have reached out and it appears that there is miscommunication by the developer, Wood Creek Development, LLC. We don't want to wait until the expansion of Spears Creek Church Road for the light to be turned on.

ADJOURNMENT

Mayor Rickenmann said may we go out to our neighborhoods and enjoy National Night Out, which is tonight. We look forward to seeing everyone. If you don't have plans tonight, we have a nice list of neighborhoods that are having events. You don't have to live there to go by and enjoy your neighbors.

Council adjourned the meeting at 4:54 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

RESOLUTION NO.: R-2022-073*Approving the Honorary Naming of the intersection of Adams Grove Road and Colonial Drive "Willie A. Tompkins, Sr. Drive"*

WHEREAS, Willie A. Tompkins, Sr., affectionately known as "Suga Babe", was born June 10, 1954 in McCormick, South Carolina. At a young age, his mother impressed upon him the value of hard work and striving for excellence. His earliest recollections were his days working in the cotton fields and peach orchards around McCormick. Mr. Tompkins fondly reflected upon this experience as the catalyst that laid the foundation for his work ethic; and

WHEREAS, at the age of nine, Mr. Tompkins began spending time at the local funeral home. He was naturally curious and snuck into the embalming room one day to see what the embalmer had done. The experience changed his life and thereafter he would go by the funeral home daily. Eventually, the owner of the funeral home gave him his first job in the funeral industry, washing cars; and,

WHEREAS, after graduating from McCormick High School, Mr. Tompkins enrolled in embalming school in Louisville Kentucky. After graduation, he moved to Columbia and enrolled at Benedict College. During this time, he became employed at Leevy's Funeral Home, where he worked for ten years; and

WHEREAS, Mr. Tompkins aspired to advance in the funeral home industry, he accepted a management position at a funeral home owned by Robert Bostick and a consortium of partners. Mr. Tompkins eventually became a partner. During this time, he created a business plan and conducted a feasibility study of the Columbia funeral market to pursue funding for this new endeavor. In 1988, Bostick-Tompkins Funeral Home opened its doors for business; and,

WHEREAS, Mr. Tompkins was able to use his success to invest in a number of business ventures. His achievements include opening another funeral home in Sumter, South Carolina, creating the expansive Serenity Memorial Gardens Cemetery in North Carolina and launching W.A.T. Properties of Columbia; and

WHEREAS, In addition to his business success, Mr. Tompkins was well known for his philanthropy and generosity. He helped those in need by providing financial assistance to students who could not afford tuition, provided meals to the homeless, assisted struggling families with utility expenses and provided jobs for those in need; NOW THEREFORE;

BE IT RESOLVED this _____ day of _____, 2022, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the intersection of Adams Grove Road and Colonial Drive "Willie A. Tompkins, Sr. Drive." The design and color of the honorary signs shall be subject to the approval of the Director of Public Works.

LEGAL DEPARTMENT DRAFT

Requested by:

Councilman McDowell

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

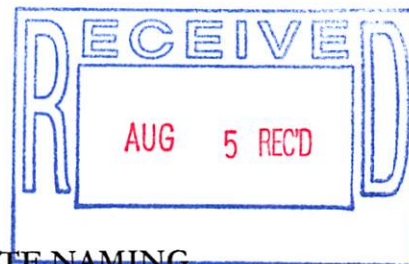
Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

APPLICATION



HONORARY STREET/FACILITY AND SITE NAMING

Please see submission checklist for materials necessary for application
SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION

Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to ceremony.

Is the designation: ☒ Street Naming Topper
 (sign will be posted above standard city street signs)
☐ Facility and site naming

Checklist: ☒ Application
☒ Council Member Sponsor
☒ Letter(s) of Support


 Applicant Signature*

Kaycee Amyra Tompkins

Print Name

803-351-4883

Phone Number

kayceet123@gmail.com

E-mail Address

360 Fox Squirrel Circle, Columbia, SC 29209

Mailing Address

07/15/2022

Date

Check and initial acknowledging application requirements.

- ☒ KAT Signage wording cannot exceed twenty-six characters
- ☒ KAT Any changes to initial request must be made no more than 20 days prior to ceremony in writing
- ☒ KAT Signage wording and resolution will be finalized 15 days prior to ceremony
- ☒ KAT Applicant must provide letter(s) of support from neighborhood association, institution or business(s) impacted by the proposed honorary street, facility or site naming

APPLICATION



We Are Columbia

HONORARY STREET/FACILITY AND SITE NAMING

1. Name of individual or organization to be honored:

Willie A. Tompkins

2. Name of street, facility or site proposed for designation:

Please list the intersecting street and block number. No more than two signs are permitted per designation.

Adams Grove

Colonial Drive

Farrow Road

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community:

4. Location, date and time of unveiling ceremony:

Bostick-Tompkins Funeral Home; Saturday, September 17, 2022; 12-Noon

5. Council Member Sponsor:

Name: **Councilman Edward H. McDowell, Jr.**

FOR STAFF USE:

Council Member Sponsor: ☐ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

8/1/2022

• • •

Kaycee A. Tompkins
360 Fox Squirrel Circle
Columbia, SC 29209
TompkinsKa2023@hammondschool.org

City of Columbia City Council
1737 Main Street
Columbia, SC 29201

Dear Council Council Members

My name is Kaycee A. Tompkins. I am the daughter of the late Willie A. Tompkins, founder of Bostick-Tompkins Funeral Home and WAT Properties. My dad passed September 17, 2021, just 5 days after my seventeenth birthday.

My dad was such a great person and I want to honor my his legacy in so many ways. He has helped so many people over the years. Once a person stepped into Bostick-Tompkins Funeral Home they became a part of my dad's family. He was a man of service and definitely a man of honor. My dad has provided jobs for the citizens of Columbia and has always been a supporter of churches and other civic organizations. Although he was born and raised in McCormick, South Carolina, my dad was a proud resident of the great City of Columbia for more than 40 years.

One way I want to honor my dad's legacy is by having the street adjacent to the funeral home (Adams Grove Road) named in his honor. My hope is to be able to have an unveiling ceremony on Saturday, September 17, 2022, the one year anniversary of my dad's passing.

I sincerely appreciate your consideration. Should you need to reach me please feel free to email me or call me at 803-228-2896.

Sincerely I am,



Kaycee A. Tompkins
360 Fox Squirrel Circle
Columbia, SC 29209

Willie A. Tompkins, Sr. Biography

By Troy R. Washington

Willie A. Tompkins, Sr., affectionately known as 'Suga Babe', was born June 10, 1954 in McCormick, SC. He was the third son born to Marion and Mozzell Tompkins. At a young age his mother impressed upon him the value of hard work and striving for excellence. His earliest recollections were of his days working in the cotton fields and peach orchards around McCormick. Although picking cotton and peaches was a labor-intensive task, Mr. Tompkins fondly reflected upon this experience as the catalyst that laid the foundation for the work ethic he possessed. He was quoted as saying, "hard work instills an appreciation for gains those ill-gotten gains can never match."

At the age of nine when he not working in the peach orchards or cotton fields, he began to hang around the local funeral home. He admitted his natural inquisitiveness led him to sneak into the embalming room one day (when no one was watching) and roll back the sheets to see what the embalmer had done. This experience would forever change his life, in which in that moment he realized his "calling". For that point forward he would go by the funeral home daily and no matter how much the owner chased him away, he always returned. Eventually, his persistence paid off and the owner of the funeral home gave his first job in the funeral industry, washing cars.

After graduating from McCormick High School, he enrolled in embalming school in Louisville, Ky to pursue his dream. Upon graduating, he moved to Columbia, SC and an enrolled at Benedict College. It was during this time that he became employed at Leevy's Funeral Home, where he worked for ten years.

Aspiring for advancement, he left Leevy's and was subsequently approached by several local funeral homes wanting him to work for them. He accepted an offer to be the manager of a funeral home owned by Robert Bostick and a consortium of partners. When the business arrangement between Mr. Bostick and his partners dissolved, Mr. Bostick was so impressed with his abilities that he extended an invitation for Mr. Tompkins to be his partner. Mr. Tompkins accepted the offer and created a business plan, conducted a feasibility study of the Columbia funeral market, and pursued funding for the new endeavor. In the fall 1987, he presented his business plan and feasibility study to South Carolina National Bank. This presentation "wowed" the bank officials so much, that they gave Mr. Tompkins everything he needed to start his new endeavor. In 1988, Bostick-Tompkins Funeral Home opened its doors for business.

Mr. Tompkins's hard work and vision quickly propelled Bostick-Tompkins from the "new kid on the block" to a major force in the Columbia metropolitan area. When asked what actions were the most critical to the business's success, Tompkins said, "I prayed every day and night. I was raised by a praying mother. I always put prayer ahead of everything, but I also believe in hard

work. I work long hours and made a commitment to treat everyone who walked through our doors like family.”

Mr. Tompkins used the success of Bostick-Tompkins to perfect his business acumen and begun to invest in a variety of other business ventures. His successes included opening another Bostick-Tompkins Funeral Home in Sumter, SC, creating the expansive Serenity Memorial Gardens cemetery in North Columbia, and launching W.A.T. Properties of Columbia, a real-estate management and investment firm with numerous commercial and residential holdings across the Columbia area.

As much as Mr. Tompkins is remembered for his business success, he is just as well-known for his philanthropy and generosity. Over his life time, he faithfully provided financial assistance to students who could not afford to pay tuition, provided meals to the homeless, helped struggling families with utility expenses, and provided jobs for the disenfranchised.

Willie Tompkins will forever be remembered as not only a visionary and accomplished businessman, but also, as a philanthropist, father, brother, and friend.

DARRELL JACKSON
 SENATOR, RICHLAND COUNTY
 SENATORIAL DISTRICT NO. 21



COMMITTEES:
 BANKING AND INSURANCE
 EDUCATION
 ETHICS
 FINANCE
 INTERSTATE COOPERATION
 LEGISLATIVE OVERSIGHT

SENATE ADDRESS:
 P. O. BOX 142
 COLUMBIA, SC 29202
 803-212-6048
 FAX: 803-212-6299

August 1, 2022

City of Columbia City Council
 1737 Main Street
 Columbia, SC 29201

RE: Road Naming- The Late Willie A. Tompkins

Dear Council Members:

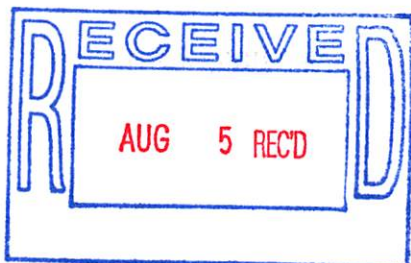
I am writing this letter in support of my constituent, Miss Kaycee Tompkins. Kaycee, is the daughter of the late Willie A. Tompkins who was the founder of Bostick- Tompkins Funeral Home and W.A.T. Properties. I was acquainted with Mr. Tompkins through his community involvement in Richland County. I have worked with him closely for many years. During that time, I admired and respected him for his outstanding service and dedication to the community. Although Mr. Tompkins has been widely recognized for his business success, he was well known for his philanthropic efforts. He believed in supporting charitable causes, different ministries, and those in need in the community.

I considered Mr. Tompkins to have been a dedicated community servant. I would respectfully like this letter to serve as support for his daughters request in having Adams Grove Road named in his honor. This street is adjacent to the funeral home and is a great way to honor his legacy and faithfulness to the community.

Sincerely,

 A handwritten signature in blue ink that reads "Darrell Jackson".

Darrell Jackson, Sr.



Larry A. Lucas Jr., ChFC®, CASL®, CLU®, AIC
State Farm Agent
2100 Gervais Street, Suite A
Columbia, SC 29204
Tel 803.799.1998
Fax 803.799.7046
Larry@LarryLucasAgency.com



To: The Honorable Mayor and Members of Columbia City Council

It is without hesitation that I respectfully request and support the family of Mr. Willie A. Tompkins in the matter of renaming Adams Grove Road in honor of Mr. Tompkins.

Mr. Tompkins and his family have supported and served this community for decades. The funeral home that stands as a legacy is a reminder of how this community service lives on.

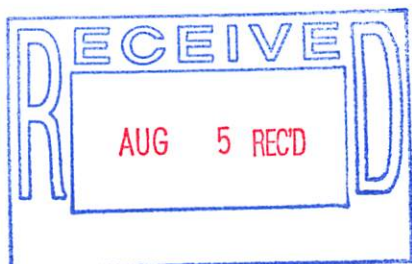
I hope that you will all consider this thoughtfully and approve the family's request.

I am available for questions, support, or testimony at your request.

My best as always, and respectfully submitted,

A handwritten signature in black ink, appearing to read "LL", with a stylized flourish.

Larry Lucas, President/Agent
Larry Lucas Insurance Agency, Inc.



South Carolina General Assembly
123rd Session, 2019-2020

S. 495

STATUS INFORMATION

Senate Resolution

Sponsors: Senator Nicholson

Document Path: I:\council\bill\gt\5648cm19.docx

Introduced in the Senate on February 7, 2019

Adopted by the Senate on February 7, 2019

Summary: Willie A. Tompkins

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
2/7/2019	Senate	Introduced and adopted (<u>Senate Journal-page 6</u>)

View the latest legislative information at the website

VERSIONS OF THIS BILL

2/7/2019

1
2
3
4
5
6
7
8
9 **A SENATE RESOLUTION**

10
11 TO RECOGNIZE AND HONOR THE LIFE AND WORK OF
12 WILLIE A. TOMPKINS AND TO COMMEMORATE THE
13 CELEBRATION AT BETHANY MISSIONARY BAPTIST
14 CHURCH ON FEBRUARY 17, 2019.

15
16 Whereas, on February 17, 2019, Bethany Missionary Baptist
17 Church in McCormick will hold a special day of celebration of the
18 life and work of Willie A. Tompkins; and

19
20 Whereas, Willie Tompkins' life can be summed up in three words:
21 charity, excellence, and faithfulness. His shining example proves
22 that with hard work and faith in the Lord, all things are possible;
23 and

24
25 Whereas, in 1988, Mr. Tompkins, with his partner, Robert Bostick,
26 opened Bostick-Tompkins Funeral Home in Columbia. The
27 untimely death of Mr. Bostick in 1992 allowed Mr. Tompkins to
28 take sole ownership and further grow the business, as well as
29 invest in other ventures, including W.A.T. Properties and a new
30 funeral home in Sumter. Willie Tompkins' business vision has
31 supplied employment and needed community services for many;
32 and

33
34 Whereas, although Mr. Tompkins is widely recognized for his
35 success in business, he is just as well known for his philanthropic
36 efforts. He has always supported charitable causes and Christian
37 ministries and extended assistance to those in need; and

38
39 Whereas, grateful for his significant contributions to this great
40 State, the South Carolina Senate takes great pleasure in saluting
41 this outstanding son of South Carolina. Now, therefore,
42

1 Be it resolved by the Senate:

2

3 That the members of the South Carolina Senate of the State of
4 South Carolina, by this resolution, recognize and honor the life and
5 work of Willie A. Tompkins and commemorate the celebration at
6 Bethany Missionary Baptist Church on February 17, 2019.

7

8 Be it further resolved that a copy of this resolution be presented to
9 Willie A. Tompkins and Bethany Missionary Baptist Church.

10 -----XX-----

11

A Reflection of His Life

WILLIE ARTHUR TOMPKINS, SR., affectionately known as 'Suga Babe', was born June 10, 1954, in McCormick, SC. He is the second son born to the late Marion and Mozell Tompkins. At a young age, his mother impressed upon him the value of hard work and striving for excellence. His earliest recollections are of his days working in the cotton fields and peach orchards around Johnson, SC. Although picking cotton and peaches was a labor-intensive task, Mr. Tompkins fondly reflects upon this experience as the catalyst that laid the foundation for the work ethic he possessed. He stated, *"hard work instills an appreciation for gains that ill-gotten gains can never match."*



WHERE IT ALL BEGAN...
MARION AND MOZELL TOMPKINS

At the age of nine, he began to hang around the local funeral home. As a little boy, Willie often was teased for "dressing like a funeral director." He admitted that his natural curiosity led him to one day sneak into the embalming room at the funeral home, and when no one was looking, he rolled back the sheets over the bodies to see what the embalmer had done. This experience would forever change his life, the point he acknowledged his "calling." From then, he would go by the funeral home daily, and no matter how much the owner chased him away, he always returned. Eventually, his persistence paid off and the funeral home owner gave him his first job in the funeral industry, washing cars.

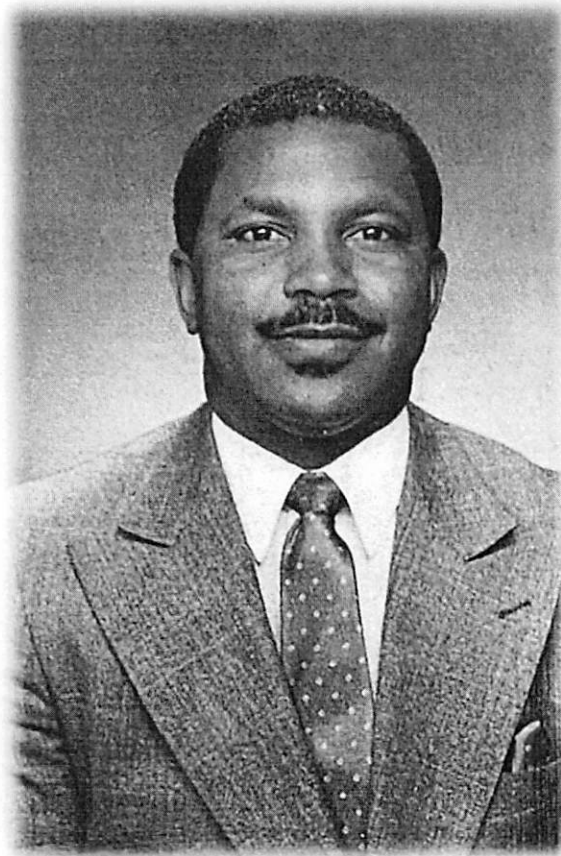
After graduating from McCormick High School, McCormick, SC, he pursued his dream of working in the funeral industry by enrolling in the prestigious Kentucky School of Embalming in Louisville,

Ky. Upon graduating in 1973, he moved to Columbia, SC, and enrolled at Benedict College. During this time, he became employed at Leevy's Funeral Home, where he worked for ten years. Aspiring for advancement, he left Leevy's and was subsequently approached by several local funeral homes wanting him to work for them. In 1988, Bostick-Tompkins Funeral Home opened for business.

Mr. Tompkins's hard work and vision quickly propelled Bostick-Tompkins from the "new kid on the block" to a significant player in the Columbia funeral business. When asked what actions were the most critical to the business's success, Tompkins said, *"I prayed every day and night. I was raised by a praying mother. I always put prayer ahead of everything, but I also believe in hard work. I worked long hours and committed to treating everyone who walked through our doors like family."*

Mr. Tompkins used the knowledge and experience he acquired while making his funeral home a success to perfect his business acumen. One of his most successful business ventures is W.A.T. Properties of Columbia, which he founded in 2006.

Although Mr. Tompkins has been widely recognized for his business success, he was well known for his philanthropic efforts. He believed in supporting charitable causes, different ministries, and those in need in the community. Annually he was famous for his fruit baskets to seniors for Christmas and supporting organizations that uplift at-risk youth, Mr. Tompkins consistently extended his hand in helping others. *"I realize that there are so many people in need,"* he once stated, *"And God placed in my heart the desire to help as many people as I can."*



If Mr. Tompkins's life could be summed up in three words, they would be charity, excellence, and faithfulness. He was a shining example that all things are possible with hard work and faith in God. We praise God for the life and legacy of Willie Arthur Tompkins, Sr.



**JAMES R. CLARK
MEMORIAL
SICKLE CELL
FOUNDATION, INC.**

1420 Gregg St.
Columbia, SC 29201
Tel: (803) 765-9916
(800) 506-1273
Fax: (803) 799-6471

E-mail: sicklecell@sc.rr.com
www.jamesrclarksicklecell.org

Florence Satellite
501 West Evans St.
Florence, SC 29501
Tel: (843) 673-9509
Fax: (843) 673-9569

Sumter Satellite
South Sumter Resource Center
337 Manning Ave.
Sumter, SC 29150
Tel: (803) 774-6181
Fax: (803) 774-6181

July 29, 2022

The Honorable Daniel J. Rickenmann
City Council
City of Columbia
1737 Main Street
Columbia, South Carolina 29201

Dear Mayor Rickenmann:

The James R. Clark Memorial Sickle Cell Foundation is submitting a request for September to be commemorated as Sickle Cell Disease Awareness Month in the City of Columbia. A draft copy of the proclamation is enclosed. We would be very grateful if you could set aside a date and time at an upcoming City Council meeting for presentation of the proclamation during the month of September. The Foundation could also use this opportunity to present City Council with information about our 16th Annual Dr. James R. Clark Memorial Sickle Cell Walk. This annual event provides scholarship awards to college-bound high school graduates and already-enrolled college students living with sickle cell disease. Our poster child would like to attend the proclamation signing, have photographs taken with you, and have one-on-one time to speak with you.

We appreciate your recognition of this serious group of inherited blood disorders and your support for intervention and prevention services to people in the Midlands who are at risk of or have already been diagnosed with sickle cell disease. We look forward to continued collaboration with your administration to deliver services more effectively to this very needy and often overlooked population of our citizens.

Sincerely,

Dr. Melodie A. Hunnicutt
Executive Director

Yvonne Donald M.A., CSCEC
Deputy Director/ Enclosure

City of Columbia
Proclamation
by
Mayor Daniel J. Rickenman

Whereas, sickle cell disease is a group of inherited red blood cell disorders that causes red blood cells to elongate and clog blood vessels, thereby affecting all body systems; and

Whereas, the World Health Organization estimates that each year more than 250,000 babies worldwide are born with sickle cell disease; and

Whereas, sickle cell disease is one of eleven severe chronic diseases affecting children in South Carolina; and

Whereas, approximately 1 of every 400 African American newborns in South Carolina has sickle cell disease and 1 in 13 African Americans carries the sickle cell trait gene; and

Whereas, though currently no universal cure for sickle cell disease exists, quality treatment and disease management can prevent needless deaths and suffering; and

Whereas, provision of genetic testing and counseling services can serve to greatly impact the prevalence of sickle cell disease through family planning and other primary prevention services; and

Whereas, the James R. Clark Memorial Sickle Cell Foundation's medical and psychosocial services network provides an effective approach to treatment management and prevention services which serve to alleviate suffering and enhance the lives of citizens with sickle cell disease and those who are at risk throughout the Midlands area of South Carolina.

NOW, THEREFORE, I, Daniel Rickenman, Mayor of the City of Columbia, South Carolina do hereby proclaim September 2022 as

SICKLE CELL DISEASE AWARENESS MONTH

throughout the City of Columbia and the Midlands Area of South Carolina and encourage all citizens to work together to raise public awareness of the treatment options and prevention services available to our citizens who suffer or are at risk of suffering from sickle cell disease.

September

NATIONAL SICKLE CELL AWARENESS MONTH



September 10, 2022
In-Person or Virtual
Option

JOIN THE RACE TO BREAK THE SICKLE CYCLE



2022 WALK AMBASSADOR

Nobles of Islam Shrine Temple #1

All Profits Go Towards the Sickle Cell Scholarship Fund

For more information, call (803) 765 – 9916 or visit
www.jamesrclarksicklecell.org



August 8, 2022

The Honorable Daniel J. Rickenmann,
Mayor of Columbia, South Carolina
Columbia City Hall
1737 Main Street
Columbia, South Carolina 29201

Dear Mayor Rickenmann,

Prisma Health Midlands Healthy Start is a program with a passion for serving mothers, fathers, infants, children and families in Richland and Sumter counties. We also help mothers find physicians to care for their babies, so they have the best chance to grow up happy and healthy.

In 1997, Prisma Health Midlands Healthy Start (MHS) (formerly Palmetto Healthy Start) was established. MHS is a community-based program that works to build strong, unique relationships with families to bridge gaps in existing health and social service programs. Our team works in the communities of Richland and Sumter counties to address the medical and behavioral needs and social support services (food, clothing, etc.) of women and infants by:

- Increasing awareness of the causes and preventions of maternal deaths and babies dying before their first birthday.
- Building partnerships of commitment among families, volunteers, businesses and social service and medical providers.

South Carolina's 2020 infant mortality rate was **6.5 infant deaths per 1,000 live births**, which is seven percent lower than 2019's rate of 6.9 infant deaths per 1,000 live births. According to the U.S. Centers for Disease Control and Prevention (CDC), the national average for 2019 was 5.58 deaths per 1,000 live births.

September is National Infant Mortality Awareness Month. This month provides an excellent opportunity for South Carolina to demonstrate its support for Prisma Health Midlands Healthy Start Program mission, "To reduce disparities in maternal and infant mortality, as well as other health disparities in the communities we serve."

Currently families in our area are struggling with this reality, with even more families providing aid and support for our families in need. We cannot ignore the fact that South Carolina babies are

Prisma Health
Midlands Healthy Start
1333 Taylor St., Suite 4H
Columbia, SC 29201

PHONE: 803-296-3780
FAX: 803-296-3790

PrismaHealth.org/HealthyStart

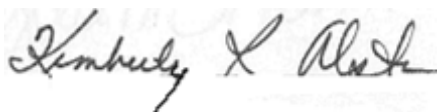
dying. Recognition of this month is a wonderful opportunity to educate the public about the reality of Infant Mortality and its impact on our babies, our families, our communities, and the state of South Carolina.

Prisma Health Midlands Healthy Start program would be honored if Mayor Rickenmann would present, Prisma Health Midlands Healthy Start Program the *“Key to the City”* to highlight September as National Infant Mortality Awareness Month and lend official recognition to the importance of our program’s work in reducing Infant Mortality rates throughout the state of South Carolina, as well as emphasize your personal commitment to help support your constituency.

If you, or your staff, have any questions concerning the request, please contact Prisma Health Midlands Healthy Start Program Manager, Windy Holliday at (803) 296-2810. I will follow-up with your office on this request in the next few days. As always, we appreciate your support of National Infant Mortality Awareness Month. Thank you for your support as we work to see infants celebrate their first birthday.

Thank you for consideration on this special request.

Sincerely,



Kimberly R. Alston, Director
Prisma Health – Midlands Healthy Start



Quote Number: Q-00119870

Order Effective Date: (Date of Last Signature Below)

Cornerstone OnDemand – ORDER			
Client Name ("Client")	City of Columbia, SC		
Order Start Date	9/14/2021		
Order End Date	9/13/2024		
Is a new purchase order required for this purchase?*	("No," unless box is checked) [] Yes: PO#		
Primary Client Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1 931 380 2730
Client Address (Ship To)	City of Columbia, SC 1737 Main St, Columbia, SC, 29201, United States		
Primary Billing (Invoice) Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1 931 380 2730
Client Billing (Invoice) Address	City of Columbia, SC 1737 Main St, Columbia, SC, 29201, United States		

*Note: Please send purchase order number to DLCollections@csod.com within three (3) business days of order signing.

Product(s)

Product	Period	
	9/14/2021 - 9/13/2024	
	Qty	Annual Fee
Choice Customer Success Package	1	\$5,741.34
Recruiting	2,400	\$30,811.49
Encryption of Data at Rest Connector	1	\$2,282.33
Performance	2,400	\$22,252.75
Annual Subtotal		USD 61,087.91
First Year Grand Total		USD 61,087.91

Special Terms

Client agrees to an annual 4.50% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange, except for Content purchases, Cornerstone agrees never to increase such prices beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Invoicing Schedule

Payment terms for this Order shall be Due Upon Receipt

Annual Fees are invoiced annually, beginning on the Order Start Date(s), through the Order End Date(s). If applicable, the final invoice for annual fees will be prorated. One-time fees are invoiced on the Order Start Date(s).

Product Details





For the Recruiting module, the "maximum quantity" refers to the total number of employees in the organization (including its Affiliates if applicable) – not Active Users.

Choice Package:

New Functionality Readiness and Adoption – *adopt and drive usage of new features*
 Optimization and Curation – *keep your system relevant and easy to use, increase adoption and build competencies*
 S.O.S. (Sustain Our System) – *get help with tasks and on-boarding new admins, and tune up your reports*
 Education – *an efficient way to learn Cornerstone products, features and functions*
 Customer Success – *proactive, strategic guidance and support to make the most of your investment*
 Technical Support – *enhanced support and issue resolution*
 Customer Community – *access self-help tools, connect with peers and stay up to speed on what's new*
 Product Collaboration and Engagement – *have a voice in the future of Cornerstone*

See <https://www.cornerstoneondemand.com/support/choice> for detailed support descriptions.

Terms and Conditions

This Order is hereby incorporated into and made part of the parties' master agreement (the "Agreement"). If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Agreed and accepted:

Client	Cornerstone OnDemand, Inc.
Signature: <i>Teresa B. Wilson</i>	Signature: <i>Murika Matz</i>
Name: <i>Teresa B. Wilson</i>	Name: <i>Murika Matz</i>
Title: <i>City Manager</i>	Title: <i>GVP Account Management</i>
Date: <i>9/22/2021</i>	Date: <i>September 17, 2021</i>

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC
 9/18/2021

Order Validation
 DV

DS
[Signature]





Invoice

Cornerstone OnDemand, Inc.
1601 Cloverfield Blvd,
Suite 620 South
Santa Monica, CA 90404

#134913

September 14, 2022

Bill To

City of Columbia, SC
1737 Main St
Columbia SC 29201

Ship To

City of Columbia, SC
1737 Main St
Columbia SC 29201

Amount Due

US Dollar

\$68,943.82

Due Date: September 14, 2022

Terms

Due on receipt

Due Date

September 14, 2022

PO

Account Manager

Tracy Glover

Tax ID

Quantity

Item

Rate

Amount

1	Encryption of Data at Rest Connector Contracted Users / Licenses: 1 Unit of Measure: Subscriptions Start Date: 9/14/2022 End Date: 9/13/2023		\$2,385.04
1	Recruiting Contracted Users / Licenses: 2400 Unit of Measure: Subscriptions Start Date: 9/14/2022 End Date: 9/13/2023		\$32,198.00
1	Performance Contracted Users / Licenses: 2400 Unit of Measure: Subscriptions Start Date: 9/14/2022 End Date: 9/13/2023		\$23,254.13
1	Choice Customer Success Package Contracted Users / Licenses: 1 Unit of Measure: Each Start Date: 9/14/2022 End Date: 9/13/2023		\$5,999.70

CONFIDENTIAL

1 of 2



Invoice

Cornerstone OnDemand, Inc.
1601 Cloverfield Blvd,
Suite 620 South
Santa Monica, CA 90404

#134913

September 14, 2022

If you have any questions, please contact Tammy DuMond at or tdumond@csod.com.
Thanks!

Subtotal	\$63,836.87
Tax Total() (	\$5,106.95
Total	\$68,943.82
Amount Paid	\$0.00

Wire/ACH Transfer Instructions Below:**Silicon Valley Bank**

3003 Tasman Drive
Santa Clara, CA 95054-9815

FBO: Cornerstone OnDemand, Inc

Swift Code: SVBKUS6S

Account: 3300164972

Routing: 121140399

Bank Contact: Ai Van Quach (949) 754-0835

Please email all remittance advice to: DLCollections@csod.com

Please mail all physical check payments to the following address::

Cornerstone OnDemand
Dept CH19590
Palatine, IL 60055-9590

We recommend our customers validate any request to change bank information by calling us on a previously verified phone number.

APPROVED AS TO FORM


Legal Department City of Columbia, SC
8.24.2022

CONFIDENTIAL



CONTRACT FOR VEHICLE(S) and/or SERVICES PURCHASE

This Contract is being awarded pursuant to the City of Columbia's Procurement Code Section 2-205. Negotiations after Unsuccessful Competitive Sealed Bidding and the City's Procurement Regulations.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Love Chevrolet with legal address and principal place of business at 100 Parkridge Drive, Columbia, SC 29212 (hereinafter referred to as the “Vendor”), for the purchase of twenty-nine (29) 2023 Tahoe PPV Pursuit and Upfitting.

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

1. **SUPPLEMENTAL OR ADDITIONAL VEHICLE(S) AND/OR SERVICES** – The City may require supplemental or additional vehicle(s) and/or services from the Vendor or recommended by the Vendor and approved by the City in writing.

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

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **CONTRACT TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

4. **SCHEDULE FOR DELIVERY OF VEHICLE(S) AND/OR SERVICES** – The Vendor shall deliver any and all vehicle(s) and/or services purchased in this Contract under the direction of Fleet Services.

5. **COMPENSATION** – (See Exhibits A and B)

A. The compensation to be paid by the City to the Vendor under this Agreement, in an amount of One Million, Five Hundred Sixty-Eight Thousand, Four Hundred Forty-Two Dollars and Seventy Cents, (\$1,568,442.70).

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

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

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

D. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material

costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

SPECIFIC TERMS AND CONDITIONS PURSUANT TO THE CITY OF COLUMBIA'S PROCUREMENT CODE SECTION 2-205.

6. Vendor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the vehicle(s) and/or services as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (Quotes and Specifications) and Exhibit B (Customization Specifications)

7. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Vendor with regard to any of the requirements, specifications or interpretation of this Agreement, the Vendor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Vendor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington

County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Vendor.

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

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

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

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

City of Columbia and Love Chevrolet

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

8/24/2022

LOVE CHEVROLET

Print

Signature

Date: _____

List of Exhibits

Exhibit A – Quotes and Specifications
Exhibit B – Customization Specifications



LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

803-794-9000 OR 803-794-9004

\$37998.00

2023 CHEVROLET TAHOE PPV PURSUIT 2WD

EXTERIOR COLORS-WHITE,BLACK,STERLING GRAY

INTERIOR-EBONY CLOTH/VINYL

PRICING WITH BID ASSISTANCE FROM GM

9C1 POLICE PURSUIT PACKAGE

HEAVY DUTY AIR FILTER

250 AMP HIGH OUTPUT ALTERNATOR

BATTERY 850 CCA

HEAVY DUTY COOLING SYSTEM

760 CCA BATTERY-AUXILLARY

Z56 HEAVY DUTY POLICE RATED SUSPENSION

FRONT SKID PLATES

GVWR 7400 LBS

NO LUGGAGE RACK

SURVEILLANCE MODE INTERIOR LIGHTING CALIBRATION

5.3L GAS V8 ENGINE ENGINE

10 SPEED AUTOMATIC TRANSMISSION

A/C-CLIMATE CONTROL

TILT WHEEL, TELESCOPIC WHEEL AND CRUISE CONTROL

POWER WINDOWS AND DOOR LOCKS

POWER HEATED EXTERIOR MIRRORS

KEYLESS REMOTES (6)

KEYLESS ENTRY

KEYLESS PUSH BUTTON START

REAR WINDOW DEFOGGER- ELECTRIC
CLOTH FRONT BENCH 40/20/40 SEATS
POWER DRIVERS SIDE
FRONTAL AIR BAGS
SIDE IMPACT AND ROOF RAIL AIR BAGS
VINYL FLOOR COVERING
SECOND ROW VINYL SPLIT BENCH SEAT
NO THIRD ROW SEATING
LOCKING DIFFERENTIAL
CALIBRATION FOR TAIL LAMP FLASHER
FLASHER SYSTEM FOR HEADLAMP AND TAIL LAMP
WIRING FOR GRILLE LAMPS AND SPEAKER
WIRING FOR HORN AND SIREN CIRCUIT
WIRING FOR AUXILLARY SPEAKER
ENGINE OIL COOLER
TRANSMISSION COOLING SYSTEM
3:23REAR AXLE
8" AM/FM STEREO RADIO TOUCHSCREEN
DRIVERS INFORMATION CENTER
BLUETOOTH CAPABLE

REAR VISION CAMERA

LEFT HAND SPOTLIGHT

20"PAINTED BLACK STEEL WHEELS

20" BW FIREHAWK PURSUIT RATED TIRES 275/55R20

FRONT FASCIA HIGH APPROACH ANGLE

TRAILER HITCH AND WIRING

BLACK ASSIST STEPS

MANUAL REAR LIFTGATE

PRICING INCLUDES SC IMF AND DMV TEMP TAGS

NO ADDITIONAL ORDERS AVAILABLE FOR 2023 MODEL



LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

803-794-9000 OR 803-794-9004

\$37998.00

2023 CHEVROLET TAHOE PPV PURSUIT 2WD

EXTERIOR COLORS-WHITE,BLACK,STERLING GRAY

INTERIOR-EBONY CLOTH/VINYL

PRICING WITH BID ASSISTANCE FROM GM

1
2

9C1 POLICE PURSUIT PACKAGE

HEAVY DUTY AIR FILTER

250 AMP HIGH OUTPUT ALTERNATOR

BATTERY 850 CCA

HEAVY DUTY COOLING SYSTEM

760 CCA BATTERY-AUXILLARY

Z56 HEAVY DUTY POLICE RATED SUSPENSION

FRONT SKID PLATES

GVWR 7400 LBS

NO LUGGAGE RACK

SURVEILLANCE MODE INTERIOR LIGHTING CALIBRATION

5.3L GAS V8 ENGINE ENGINE

10 SPEED AUTOMATIC TRANSMISSION

A/C-CLIMATE CONTROL

TILT WHEEL, TELESCOPIC WHEEL AND CRUISE CONTROL

POWER WINDOWS AND DOOR LOCKS

POWER HEATED EXTERIOR MIRRORS

KEYLESS REMOTES (6)

KEYLESS ENTRY

KEYLESS PUSH BUTTON START

REAR WINDOW DEFOGGER- ELECTRIC
CLOTH FRONT BENCH 40/20/40 SEATS
POWER DRIVERS SIDE
FRONTAL AIR BAGS
SIDE IMPACT AND ROOF RAIL AIR BAGS
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SECOND ROW VINYL SPLIT BENCH SEAT
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9C1 POLICE PURSUIT PACKAGE

HEAVY DUTY AIR FILTER

250 AMP HIGH OUTPUT ALTERNATOR

BATTERY 850 CCA

HEAVY DUTY COOLING SYSTEM

760 CCA BATTERY-AUXILLARY

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20"PAINTED BLACK STEEL WHEELS

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FRONT FASCIA HIGH APPROACH ANGLE

TRAILER HITCH AND WIRING

BLACK ASSIST STEPS

MANUAL REAR LIFTGATE

PRICING INCLUDES SC IMF AND DMV TEMP TAGS

NO ADDITIONAL ORDERS AVAILABLE FOR 2023 MODEL

WEST CHATHAM WARNING DEVICES

Exhibit B

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405

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WEST CHATHAM WARNING DEVICES

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**PAYMENT REMITTANCE:**

2208 Gamble Rd Savannah, GA 31405
 2208 Gamble Rd Savannah, GA 31405




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Packet Pg. 131

WEST CHATHAM WARNING DEVICES

131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

**PAYMENT REMITTANCE:**

2208 Gamble Rd Savannah, GA 31405
PHONE: (912) 234-2600

 COLUMBIACITY
 8724

 **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

 **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

08/09/2022			0	
			08/05/2022	

2022 CHEVY EVIDENCE TAHOE
WITH LIGHTBAR/CRIME SCENE
PER EACH/TOTAL 3

1		FEDERAL INTEGRITY LIGHBAR DUO FRONT BLUE/WHITE -REAR BLUE/AMBER/TD, ALLY, CRUISE	1879.00	1879.00
1	FED-PF200	PATHFINDER SIREN LIGHT CONTROLLER SELF CONTAINED 200 Watt, OBD II ports	793.00	793.00
1	FED-OBDCABLE25	OBD CABLE FOR PATHFINDER 25' SPECIFY MODEL GCAM 20 FOOT	125.00	125.00
1	FED-EXPMOD24	24 CHANNEL EXPANSION MODULE WORKS W/PATHFINDER	262.50	262.50
2	FED-ES100C	ES100-C SPEAKER (bkt sold separately)	130.00	260.00
2	FED-ESB-U	SPEAKER UNIVERSAL BAIL BRACKET FOR ES100C	0.00	0.00
2	FED-MPS62U-BW	MICROPULSE ULTRA 6 DUAL COLOR, CLEAR LENS B/W SIDES OF BUMPER	95.00	190.00
2	WHE-PSL1BB	PIONEER SLIMLINE, BLACK BAIL / STUD MT SIDE OF BUMPER FACING OUT	276.00	552.00
1	WHE-PSL2BB	PIONEER SLIMLINE, DUAL BAIL/STUD MT, BLK HOUSING FRONT BUMPER FLOOD	562.80	562.80
4	FED-MPS62U-BW	MICROPULSE ULTRA 6 DUAL COLOR, CLEAR LENS	95.00	380.00

Thank You

WEST CHATHAM WARNING DEVICES131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

7.a

PAYMENT REMITTANCE:**2208 Gamble Rd Savannah, GA 31405**

PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 8724

Quote To: **CITY OF COLUMBIA**FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203Ship To: **CITY OF COLUMBIA**FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
07/06/2022	INSTALL	Origin	Net 30	
Purchase Order Number	Sales Person		Quote Expires	
	DENISE STEWART		08/05/2022	
Quantity	Item Number	Description	Unit Price	Amount
		B/W, 2 CARGO, 2 BUMPER		
4	FED-MPSM6-SB	SWIVEL MNT BRACKET FOR 1 MPS-600 LIGHT OR MPS-600U LIGHT	22.40	89.60
1	FED-SIFMCH-PF2	2 color rear deck or hatch lightbar-specify color	793.00	793.00
2	FED-MPS620U-BW	MICROPULSE ULTRA 6 DUAL COLOR LED BLUE WHITE/FLUSH BY TAG	95.00	190.00
1	SET-PB400VS-A-TAH21	PB 400 BUMP ALUM 21 TAHOE	377.00	377.00
1	HAV-C-VSW-1012-TAH	VSW-1012-TAH COLSOLE 21 TAHOE 22" ANGLED	571.05	571.05
1	HAV-C-CUP2-I	INTERNAL DUAL CUP HOLDER 4"	31.79	31.79
1	HAV-C-ARM-102	ARMREST EXT SIDE MT ADJ HGT	57.46	57.46
1	HAV-C-LP-3	2 Plate w/Three 12VDC Lighter Outlets	34.98	34.98
2	HAV-C-MCB	Console Micro Clip Bracket	12.72	25.44
2	HAV-C-MC	Console Micro Clip	10.00	20.00
1	HAV-CG-X	CHARGE GUARD AUTO SHUT-OFF TIMER	71.38	71.38
1	WINDOWTINT	WINDOW TINT SOLAR SOLUTIONS 2 FRONTS 20" / REAR 5"	265.00	265.00
1		ROCKLAND EVIDENCE CABINET CUSTOM MADE NO SLIDE OUT FOR NEW TAHOE	8850.00	8850.00
1	SET-SVW	SINGLE VERTICAL WEAPON SYSTEM UNIVERSAL XL	275.00	275.00

Thank You

WEST CHATHAM WARNING DEVICES131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

7.a


PAYMENT REMITTANCE:**2208 Gamble Rd Savannah, GA 31405**

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COLUMBIA, SC 29203

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Date	Ship Via	F.O.B.	Terms	
07/06/2022	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person	Quote Expires	
		DENISE STEWART	08/05/2022	
Quantity	Item Number	Description	Unit Price	Amount

1		DECALS NEW DESIGN	375.00	375.00
2	MAX-M84434RW	6"24 LED RED/WHT DOME LIGHT W 3 POSITION SWITCH MOUNTED ON REAR HATCH	55.95	111.90
2	FED-416300-BA	416300 series blue amber HATCH UP	68.00	136.00
1	FED-416302	Groove Kit for 416300 21 inch bottom of tailgate when tailgate is up fits 416300	14.00	14.00
2	FED-MPS63U-RBW	MICROPULSE ULTRA 6 TRI-COLOR RED/BLUE/WHITE flush by the tag	152.60	305.20
1.000		LABOR TO INSTALL CITY PROVIDED EQUIPMENT RADIO	225.00	225.00
1.000		LABOR TO INSTALL EMERGENCY EQUIPMENT	1100.00	1100.00
1.000		LABOR TO INSTALL ROCKLAND BOX	375.00	375.00
		rockland shipping		225.00

Quote subtotal	19523.10
Sales tax @ 2.00000%	356.46
Sales tax @ 6.00000%	1069.39
Quote total	20948.95

Pricing subject to Manufacturer price increases

Thank You

WEST CHATHAM WARNING DEVICES131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

R217983

7.a

Quote

PAYMENT REMITTANCE:**2208 Gamble Rd Savannah, GA 31405**

PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 8725

Quote To: **CITY OF COLUMBIA**FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203Ship To: **CITY OF COLUMBIA**FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
07/06/2022	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person	Quote Expires	
		DENISE STEWART	08/05/2022	
Quantity	Item Number	Description	Unit Price	Amount

2022 CHEVY K-9 TAHOE
WITH LIGHTBAR/TOTAL 4
QUOTE IS PER EACH UNIT*****

1		FEDERAL INTEGRITY LIGHBAR DUO FRONT BLUE/WHITE -REAR BLUE/AMBER/TD, ALLY, CRUISE	1879.00	1879.00
1	FED-PF200	PATHFINDER SIREN LIGHT CONTROLLER SELF CONTAINED 200 Watt, OBD II ports INCLUDES RECORDED DOG MESSAGE NO LIGHTS ON WHEN DOOR OPENS	793.00	793.00
1	FED-RUMBLER-3	RUMBLER INC SPEAKERS **Brackets sold SEPARATELY*	839.30	839.30
1	FED-RB-TAH21	Rumbler Brackets Tahoe 2021 (pair)	46.20	46.20
1	FED-OBDCABLE25	OBD CABLE FOR PATHFINDER 25' SPECIFY MODEL GMCAN 21 TAHOE	125.00	125.00
1	FED-EXPMOD24	24 CHANNEL EXPANSION MODULE WORKS W/PATHFINDER	262.50	262.50
2	FED-ES100C	ES100-C SPEAKER (bkt sold separately)	130.00	260.00
2	FED-ESB-U	SPEAKER UNIVERSAL BAIL BRACKET FOR ES100C	0.00	0.00
2	FED-MPS62U-BW	MICROPULSE ULTRA 6 DUAL COLOR, CLEAR LENS BLUW/WHITE SIDE OF BUMPER	95.00	190.00

Thank You

WEST CHATHAM WARNING DEVICES

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

 **quote**

7.a

PAYMENT REMITTANCE:**2208 Gamble Rd Savannah, GA 31405**

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Quote No.: 8725

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 COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
07/06/2022	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		08/05/2022
Quantity	Item Number	Description	Unit Price	Amount
4	FED-MPS62U-BW	MICROPULSE ULTRA 6 2 CARGO/2 TOP RAIL BUMPER	95.00	380.00
2	FED-MPSM6-SB	SWIVEL MNT BRACKET FOR 1 MPS-600 LIGHT OR MPS-600U LIGHT	22.40	44.80
1	FED-SIFMCH-PF2	2 color rear deck or hatch lightbar-specify color	793.00	793.00
2	FED-MPS63U-RBW	MICROPULSE ULTRA 6 TRI-COLOR RED/BLUE/WHITE	152.60	305.20
2	WHE-TCRWX5-E	TRACER 5 LAMP WECANX INC DUO HEADS BLUW/CLEAR **CCP NEEDED**	765.60	1531.20
1	WHE-CCP	CORE CONTROL POINT FOR TRACERS	118.20	118.20
1	FED-PBX-08	21 TAH PUSHBUMPER	701.40	701.40
1	FED-PBX-TC2L-4	Two-Light top-channel for chevrolet Tahoe or Ford F150 bumpers with MPS6U lights	35.70	35.70
1	HAV-C-VSW-1005-TAHPM	12.5" WIDE MED HEIGHT 2021 TAHOE CONSOLE WITH PRINTER MOUNT INTEGRATED	608.41	608.41
1	HAV-C-CUP2-I	INTERNAL DUAL CUP HOLDER 4"	31.79	31.79
1	HAV-C-ARM-102	ARMREST EXT SIDE MT ADJ HGT	57.46	57.46
1	HAV-C-LP-3	2 Plate w/Three 12VDC Lighter Outlets	34.98	34.98
1	HAV-C-HDM-204	Pole only, Telescoping deck fit base, Heavy duty fit. W-SHRTHNDLE	134.34	134.34
1	HAV-C-MD-112	11" SLIDE OUT SWING ARM	244.35	244.35

Thank You

WEST CHATHAM WARNING DEVICES

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

 **quote**

7.a

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PHONE: (912) 234-2600

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 COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**

FLEET SERVICES
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 COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
07/06/2022	INSTALL	Origin	Net 30	
Purchase Order Number	Sales Person		Quote Expires	
	DENISE STEWART		08/05/2022	
Quantity	Item Number	Description	Unit Price	Amount
2	HAV-C-MCB	Console Mini Clip Bracket	12.72	25.44
2	HAV-C-MC	Console Mini Clip	10.00	20.00
1	HAV-CG-X	CHARGE GUARD AUTO SHUT-OFF TIMER	71.38	71.38
1	HAV-K9-C26	K9-C26 K9 Transport White 21 Tahoe	2936.80	2936.80
1	HAV-WGI007335	Window guard K-9 Transport option	37.86	37.86
1	WINDOWTINT	WINDOW TINT SOLAR SOLUTIONS 2 FRONTS 20% / REAR 5%	265.00	265.00
1	ACE-HP-5020	K-9 HOT N POP PRO TEMP DOOR ALARM SYSTEM siren, light, window drop door pop with remote/not for 2021 F150 unless you have CORE MOUNT K-9 HOT N POP DISPLAY ON THE DASH ***NOT IN CONSOLE***	1399.00	1399.00
1	ACE-HP-RBM-27-400	REMOTE PAGER FOR HOT N POP ROOF MNT ANTENNA	325.00	325.00
1	ACE-HA-FKT10-P	10" FAN W/ ACTIVATION MODULE MANUAL SWITCH & MATERIALS *will work on any Veh	225.00	225.00
1	ACE-AWD-7040	ACE WATCHDOG FOR USE W/ PRO ALARM SYSTEMS 168.00 PER YEAR AFTER	899.00	899.00
1		TRUCK VAULT 2 DRAWER MAGNUM HEIGHT	2639.00	2639.00

Thank You

WEST CHATHAM WARNING DEVICES131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

7.a


PAYMENT REMITTANCE:**2208 Gamble Rd Savannah, GA 31405**

PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 8725

Quote To: **CITY OF COLUMBIA**FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203Ship To: **CITY OF COLUMBIA**FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
07/06/2022	INSTALL	Origin	Net 30	
Purchase Order Number	Sales Person			Quote Expires
	DENISE STEWART			08/05/2022
Quantity	Item Number	Description	Unit Price	Amount

FITS WITH K9 INSERT

1	SET-SVW	SINGLE VERTICAL WEAPON SYSTEM UNIVERSAL XL	275.00	275.00
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1		DECALS NEW DESIGN ADD CAUTION K-9	375.00	375.00
---	--	--------------------------------------	--------	--------

1	MAX-M84434RW	6" 24 LED RED/WHT DOME LIGHT W 3 POSITION SWITCH 1 UPFRONT	55.95	55.95
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1	FED-MPS122U-RW	MICROPULSE ULTRA 24 LEDS RED WHITE HATCH DOME LIGHT	161.00	161.00
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1	FED-MPSUMA12-3	KIT ANGLED BEZEL FOR MPS12U BLACK	38.50	38.50
---	----------------	--------------------------------------	-------	-------

2	FED-416300-BA	416300 series blue amber HATCH UP	68.00	136.00
---	---------------	--------------------------------------	-------	--------

1	FED-416302	Groinnet Mount KIT for 416300 21" tailgate support gate when tailgate is up Mounts 2 -416300	14.00	14.00
---	------------	---	-------	-------

PLEASE NOTE
CUST WILL PROVIDE DOCKING
STATIONS FOR MOUNTS

1.000		LABOR TO INSTALL CITY PROVIDED EQUIPMENT RADIO, COBAN CAMERA, PRINTER	795.00	795.00
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		UTILITIES ROCKET BODY CAMERA DOCKING		
--	--	---	--	--

1.000		LABOR TO INSTALL EMERGENCY EQUIPMENT PROVIDED BY WCWD	2195.00	2195.00
-------	--	--	---------	---------

Thank You

WEST CHATHAM WARNING DEVICES

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

 **quote**

7.a

PAYMENT REMITTANCE:**2208 Gamble Rd Savannah, GA 31405**

PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 8725

Quote To: **CITY OF COLUMBIA**

FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**

FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
07/06/2022	INSTALL	Origin	Net 30	
Purchase Order Number	Sales Person			Quote Expires
	DENISE STEWART			08/05/2022
Quantity	Item Number	Description	Unit Price	Amount

K-9 EQUIPMENT SHIPPING

225.00

Quote subtotal 22529.76

Sales tax @ 2.00000% 390.80

Sales tax @ 6.00000% 1172.39

Quote total 24092.95

Pricing subject to Manufacturer price increases

Thank You

Document Body:

We respectfully request Council's approval for this purchase using the the City of Columbia's Procurement Code Section 2-205, at the following cost.

29 Chevrolet Tahoes PPV Pursuit			
	Base Price 2023 Tahoe PPV 2WD (includes \$500.00 IMF Fee) \$37,998.000	Upfit	PO Total
(20) 2023 Tahoe PPV 2WD	\$ 759,960.00	\$ 289,994.20	\$ 1,049,954.20
(2) 2023 Tahoe PPV 2WD	\$ 75,996.00	\$ 27,818.16	\$ 103,814.16
(3) 2023 Tahoe PPV 2WD	\$ 113,994.00	\$ 58,569.30	\$ 172,563.30
(4) 2023 Tahoe PPV 2WD	\$ 151,992.00	\$ 90,119.04	\$ 242,111.04
PO Total	\$ 1,101,942.00	\$ 466,501.70	\$ 1,568,442.70



CONTRACT FOR VEHICLE(S) and/or SERVICES PURCHASE

This Contract is being awarded under Sourcewell Contract #'s 091521-NAF and 060920-NAF.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Alan Jay Automotive Management DBA Alan Jay Fleet Sales with legal address and principal place of business at 2003 US Hwy 27 South, PO Box 9200, Sebring, FL 33870 (hereinafter referred to as the “Vendor”), for the purchase of two (2) 2023 Ford F-150 Crew Cab 4WD XL.

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

1. **SUPPLEMENTAL OR ADDITIONAL VEHICLE(S) AND/OR SERVICES** – The City may require supplemental or additional vehicle(s) and/or services from the Vendor or recommended by the Vendor and approved by the City in writing.

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

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **CONTRACT TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

City of Columbia and Alan Jay Automotive Management DBA Alan Jay Fleet Sales

4. **SCHEDULE FOR DELIVERY OF VEHICLE(S) AND/OR SERVICES** – The Vendor shall deliver any and all vehicle(s) and/or services purchased in this Contract under the direction of Fleet Services.

5. **COMPENSATION** – (See Exhibits A)

- A. The compensation to be paid by the City to the Vendor under this Agreement, in an amount of Ninety Thousand, Six Hundred Thirty-Six Dollars and Zero Cents, (\$90,636.00).
- B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the vehicle(s) and/or services, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

- C. ☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- D. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material

City of Columbia and Alan Jay Automotive Management DBA Alan Jay Fleet Sales

costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #'s 091521-NAF and 060920-NAF.

6. Vendor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the vehicle(s) and/or services as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (Quotes and Specifications).

7. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Vendor with regard to any of the requirements, specifications or interpretation of this Agreement, the Vendor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Vendor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington

City of Columbia and Alan Jay Automotive Management DBA Alan Jay Fleet Sales

County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Vendor.

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

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

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

City of Columbia and Alan Jay Automotive Management DBA Alan Jay Fleet Sales

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

City of Columbia and Alan Jay Automotive Management DBA Alan Jay Fleet Sales

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

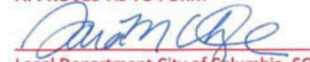
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
8/23/2022

ALAN JAY AUTOMOTIVE MANAGEMENT DBA ALAN JAY FLEET SALES

Matthew Forte

Digitally signed by MATTHEW FORTE
DN: cn=MATTHEW FORTE, o=ALAN JAY AUTOMOTIVE
MANAGEMENT, ou, email=MATT.FORTE@ALANJAY.COM, c=US
Date: 2022.08.25 08:48:09 -04'00'

Print

Signature

Date: 8-25-2022

List of Exhibits

Exhibit A – Quotes and Specifications



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	39396-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
8/1/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
8/1/2022

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)			
CONTACT PERSON	DAVID FOSTER	EMAIL	JIMMY.FOSTER@COLUMBIASC.GOV	
PHONE	803-545-3805	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	W1E 100A	MSRP	\$48,860.00
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2023 FORD F-150 CREW CAB 4WD XL 6.5' BED 157" WB

CUSTOMER ID COL CANAL WTP BASE VEHICLE PRICE \$42,603.00

BED LENGTH 6.5' BED

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

YZ AS	EXTERIOR COLOR OXFORD WHITE WITH BLACK W/ MEDIUM DARK SLATE, VINYL 40/20/40 FRONT SEAT	\$0.00
995 44G	5.0L V8 Engine with Electronic 10-Speed Automatic Transmission.	\$0.00
53B	Class IV Trailer Hitch Receiver only. Does not include Draw Bar, Ball, Pin or Clip.	\$310.00
96W	Tough Bed Spray-In Bedliner	\$590.00
XL3	AXLE 3:31 ELECTRONIC LOCKING REAR DIFFERENTIAL	\$415.00

FACTORY OPTIONS

\$1,315.00

CONTRACT OPTIONS

DESCRIPTION

GPC SC ADJUSTMENT	PRICE CONCESSION ADJUSTMENT FOR SC	\$900.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
NO-TEMP	CUSTOMER WILL HANDLE THEIR OWN TAG WORK	\$0.00

CONTRACT OPTIONS

\$900.00

TRADE IN

VEHICLE TOTAL \$43,918.00
MSRP DISCOUNT 10.1%
ACCESSORY TOTAL \$900.00
CUSTOMER PRICE \$44,818.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S) QTY 2 \$89,636.00

Estimated Annual payments for 60 months paid in advance: \$10,037.39 Extended: \$20,074.78
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY MATT FORTE GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Automotive Management

Matt Forte | Cell 904-505-9682 / Office 863-402-4216 | MATT.FORTE@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box

Interior: Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 5.0L V8

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1E	[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box	
OPTIONS		
101A	Equipment Group 101A Standard	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53B	Class IV Trailer Hitch Receiver	
64C	Wheels: 17" Silver Steel	\$0.00
96W	Tough Bed Spray-In Bedliner	
995	Engine: 5.0L V8	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
XL3	Electronic Locking w/3.31 Axle Ratio	

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Data Version: 17087. Data Updated: Jul 31, 2022 6:56:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | Cell 904-505-9682 / Office 863-402-4216 | MATT.FORTE@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box (Complete)

YZ	Oxford White	\$0.00
—	Tires: 265/70R17 BSW A/T	\$0.00
SUBTOTAL		
Adjustments Total		\$0.00
Destination Charge		
TOTAL PRICE		

FUEL ECONOMY

Est City:16 (2022) MPG
Est Highway:22 (2022) MPG
Est Highway Cruising Range:572.00 mi

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Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box (Complete)

Standard Equipment

Mechanical	
	Engine: 5.0L V8 (STD) w/o 52X-inc: auto start-stop technology and flex-fuel capability w/52X-inc: flex-fuel capability
	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
	3.31 Axle Ratio (STD)
	50 State Emissions
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
	200 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	Trailer Wiring Harness
	2135# Maximum Payload
	GVWR: 7,150 lbs Payload Package
	HD Shock Absorbers
	Front Anti-Roll Bar
	Electric Power-Assist Speed-Sensing Steering
	Single Stainless Steel Exhaust
	26 Gal. Fuel Tank
	Auto Locking Hubs
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 17" Silver Steel (STD)
	Tires: 265/70R17 BSW A/T (STD)
	Regular Box Style
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown

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Alan Jay Automotive Management

Matt Forte | Cell 904-505-9682 / Office 863-402-4216 | MATT.FORTE@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box (✔ Complete)

Exterior

Clearcoat Paint
Black Rear Step Bumper
Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Auto High Beam

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
Fixed Antenna

Interior

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows

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Alan Jay Automotive Management

Matt Forte | Cell 904-505-9682 / Office 863-402-4216 | MATT.FORTE@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box (✔ Complete)

Interior

FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Trip Computer
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert

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Alan Jay Automotive Management

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Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box ( Complete)

Interior

Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration

Safety-Mechanical

AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Rear Child Safety Locks

WARRANTY

This information is currently not available.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 17087. Data Updated: Jul 31, 2022 6:56:00 PM PDT.



National Auto Fleet Group

Class 4-8 Chassis with Related Equipment

#060920-NAF

Maturity Date: 08/01/2024

Products & Services



Products & Services

Sourcewell contract 060920-NAF gives access to the following types of goods and services:

- Class 4-8 chassis models
- Chevrolet
- Dodge Ram
- Ford
- Freightliner
- Western Star
- Hino
- Isuzu
- Kenworth
- Mack



National Auto Fleet Group

Class 4-8 Chassis with Related Equipment

#060920-NAF

Maturity Date: 08/01/2024

Products & Services



Products & Services

Sourcewell contract 060920-NAF gives access to the following types of goods and services:

- Class 4-8 chassis models
- Chevrolet
- Dodge Ram
- Ford
- Freightliner
- Western Star
- Hino
- Isuzu
- Kenworth
- Mack

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[Minnesota-Only Solutions →](#)

[Supplier Resources →](#)



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Document Body:

We respectfully request Council's approval for this purchase using the Sourcewell Contract #0991521--NAF, at the following cost.

2 Ford F-150 Crew Cab 4WD XL	
Base Price	\$ 43,918.00
Accessories	\$ 900.00
SC State Taxes	\$ 500.00
PO Total	\$ 45,318.00
X 2	\$ 90,636.00

CONTRACT

City of Columbia, South Carolina

New Gravity Sewer Extension to 2439 Gadsden Street (SS7609)

MPP Protégé Only

BID046-21-22-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Smoak Construction Company LLC**, with legal address and principal place of business at **989 Holy Trinity Church Road, Little Mountain, SC 29075**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Forty-Seven Thousand Six Hundred Forty-Three Dollars and Seventy-Five Cents (\$47,643.75)**. This contract also provides for an additional contingency in the amount of **Nine Thousand Five Hundred Twenty-Eight Dollars and Seventy-Five Cents (\$9,528.75)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay beyond the date set for final completion until the work is complete.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

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

9.2.8 Special Provisions.

9.2.9 Permits.

9.2.10 Drawings, numbered 1 through 5, inclusive and dated **January 21, 2022**.

9.2.11 The Mentor Protégé Program (MPP) Guidelines.

9.2.12 The Mentor Protégé Program (MPP) Protégé Only Implementation Plan.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Contractor

Smoak Construction Company LLC

BY _____

(CORPORATE SEAL)

Attest _____

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY _____

Teresa Wilson, City Manager

Attest _____

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Business Information Record for Subconsultants/Subcontractors

Bid046-21-22-LB New Gravity Sewer Extension to 2439 Gadsden Street (SS7609) MPP Protégé Only

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortiline Waterworks 120 N. Shorecrest Rd Columbia SC 29209	799154534	Pipe and fitting	9,206.47	19.32%		
Argos USA LLC 9606 Mill Field Rd Columbia SC 29223	078318694	Concrete/ Flow fill	1500.00	3.15%		
Sloan Construction 645 Rosewood Dr Columbia SC 29201	005808449	Asphalt	400.00	0.84%		

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: \$ 11,106.47

TOTAL CONTRACT AMOUNT: \$ 47,643.75

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

Business Name: Smoak Construction LLC

Representative Name/Title: Carol Smoak, Owner

Date: 07/25/2022

Event Number	BID046-21-22-LB	Organization	City of Columbia, SC
Event Title	New Gravity Sewer Extension to 2439 Gads	Workgroup	Purchasing
Event Description	Pre-Bid Meeting (non-mandatory but highly	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	6/30/2022 05:00:04 PM (ET)	Phone	
Close Date	7/26/2022 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Smoak Construction	Little Mountain	SC	7/25/2022 08:17:22 PM (ET)	0	\$47,643.75
LG Utility Contractors	Lugoff	SC	7/25/2022 05:30:04 PM (ET)	0	\$67,698.75
JA Mabus & Associates, Inc	Leesville	SC	7/25/2022 12:07:50 PM (ET)	0	\$76,650.00

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



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Latonya Germany, Compliance Specialist

FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts

DATE: August 16, 2022

SUBJECT: PROJECT: BID#046-21-22-LB – New Gravity Sewer to 2439 Gadsden Street (SS7609) MPP Protégé Only

Bids for this project were opened publicly at 9:30A.M., July 26, 2022

Bids submitted for the referenced project were in participation with the **Mentor Protégé Only**. The apparent *responsive* low bidder is Smoak Construction Company, LLC. of Little Mountain, SC at \$47,643.75.

Please review for Mentor Protégé Only compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: *Latonya B Germany*
Latonya Germany, Compliance Specialist

DATE: 08/16/2022



Sewer Project

SS7609 – BID046-21-22 – New Gravity Sewer Extension to 2439 Gadsden St

Project Description: This project includes the installation of 100 feet of gravity sewer main to serve new residence at 2439 Gadsden St. The new gravity sewer main will cross Union St and connect to the existing sewer system within Marshall Park.

Objectives: This project aims to provide sewer service for a newly developed residential property within city limits.

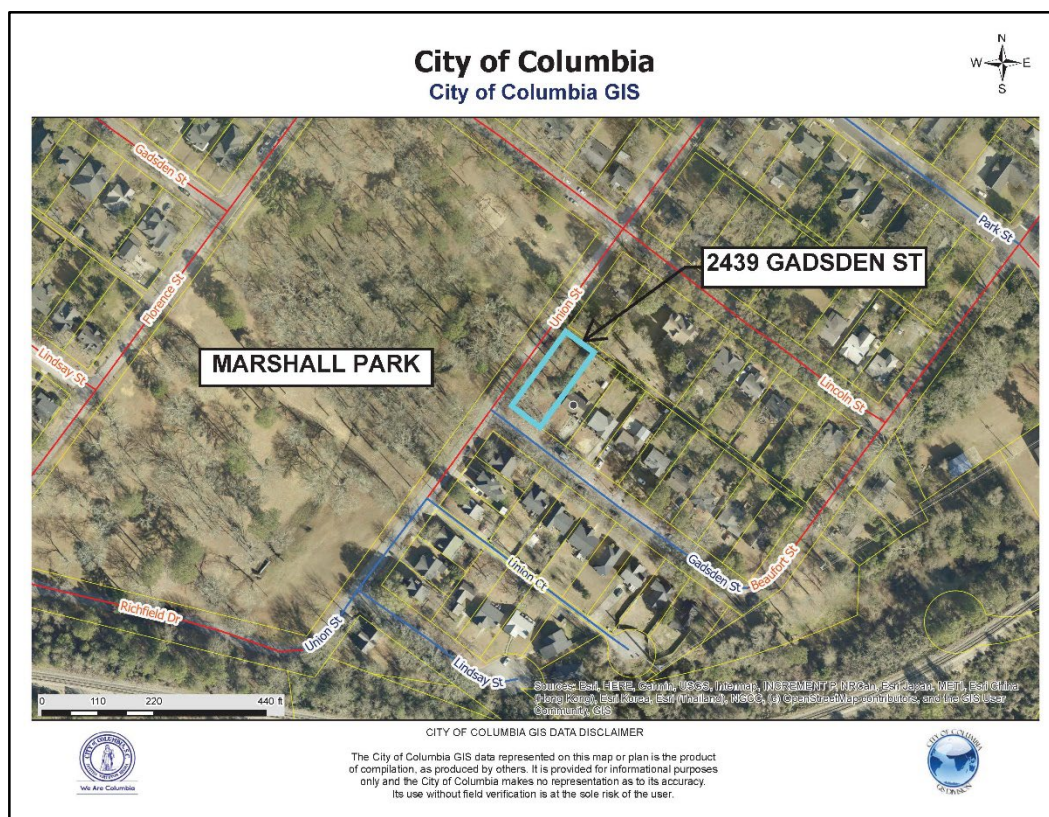
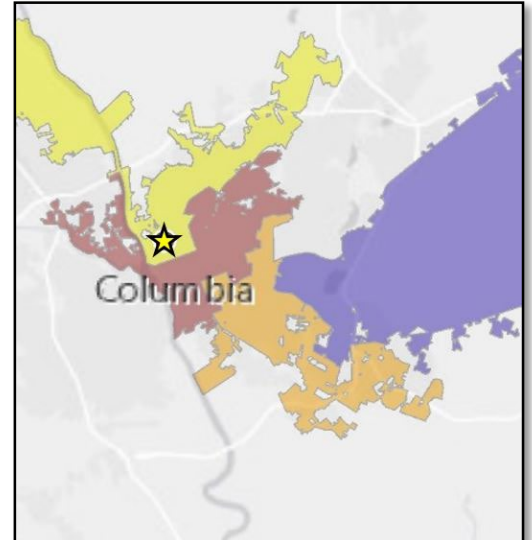
Project Type: Sanitary Sewer Extension

Council District: 1

Project Funding: This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$57,172.50.

Current Project Status: This project is currently in construction procurement. Council is asked to approve a contract for construction at its September 6, 2022 meeting. Construction is expected to begin in late 2022.

Project Contact: Erica Hardy
Civil Engineer Specialist – Design
803.545.3288 erica.hardy@columbiasc.gov



**Contract Amendment #1
Funding for FY22-23**

CMM# C000398

LMK Technologies

7/8/2022

Description of Change: Request change in Sole Source Agreement for goods between the City of Columbia (City) and LMK Technologies (Vendor) to add funding in the amount of \$60,000.00 for the renewal term from July 1, 2022 – June 30, 2023.

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

This Change is Acceptable:

Name of Firm

LMK Technologies

City of Columbia

Office of the City Manager

Christopher R. Dele

Print Name

Christopher R. Dele

Signature

8/8/22

Date

Teresa Wilson, City Manager

APPROVED AS TO FORM

Teresa Wilson
Legal Department City of Columbia, SC

8/2/2022

Signature

Date

Witness



NOTICE OF INTENT TO EXERCISE RENEWAL OPTION

May 23, 2022

Zach Walter
LMK Technologies LLC
1779 Chessie Lane
Ottawa, IL 61350

RE: Contract Renewal referencing Sole Source Agreement between the City of Columbia and LMK Technologies LLC

Dear Mr. Walter,

The term on the above referenced agreement is set to expire on June 30, 2022. As outlined in the original terms, the City of Columbia is proposing to exercise the option to renew (or extend) the current contract for an additional term through June 30, 2023 with all other terms and conditions remaining unchanged. Upon your signature acknowledging the acceptance of this renewal and agreement to all other original terms, a separate amendment may be released from our office also requiring your signature.

As a reminder, any contract renewals, extensions and/or purchase order modifications entered into through mutual agreement of the parties, shall also be subject to cancellation and/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. The maximum contract amount allowed for renewals shall not exceed the total amount approved and listed on any subsequent Purchase Order, amendment to current Purchase Order, change order or amendment without prior approval from the Department of Procurement and Contracts.

Any and all subsequent amendments or modifications to this Intent notification shall be subject to the final approval by the City Manager or his authorized designee, and/or Columbia City Council.

Please annotate on the bottom of this letter, with your signature and date, if your company is in full agreement with this Intent renewal request through June 30, 2023 with all terms and conditions remaining the same during the renewal period.

Also, please sign in blue ink, scan and email a copy of this signed letter to procurement@columbiasc.gov no later than 5:00 PM on Friday, May 27, 2022.

Intent to Renew Notice
 LMK Technologies LLC – Sole Source Agreement
 May 23, 2022
 Page Two

Thanking you in advance for your prompt attention to this matter. If any questions, please do not hesitate to contact me at (803) 545-3473.

Kimberly S. Brown, Buyer

I agree to renew the current contract for one year from July 1, 2022 to June 30, 2023. The renewal performance period shall be governed by the specifications, pricing or rate schedules and all other terms and conditions as outlined in the Sole Source Agreement and subsequent amendments.

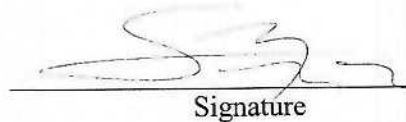
☒ Yes ☐ No

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

Authorized Agent for LMK Technologies LLC

Steve Maszczak - Director of Sales

Printed Name of Authorized
 Company Representative


 Signature

5/25/22

Date

Comments: _____

Intent Notification Recommended for approval by:



Sandra A. Middleton, CPPB
 Purchasing Agent

05/23/2022

Date

Department of Procurement and Contracts
 1800 Main Street, 2nd Floor
 Columbia, SC 29201
 Phone: 803-545-3470 Fax: 803-758-1013

**Contract Amendment #1
Funding for FY22-23**

**BID037-20-21-LTD
CMM No. C000518**

Envirowaste Services Group, Inc.

July 28, 2022

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Envirowaste Services Group, Inc. (Contractor) to add funding in the amount of \$275,600.00 (R216870) for wet well cleaning services at Metro Wastewater Treatment Plant and various wastewater lift stations from July 1, 2022 – June 30, 2023.

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

This Change is Acceptable:

Name of Firm

Environwaste Services Group, Inc.

Print Name

Signature

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

dDate

Witness

APPROVED AS TO FORM

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

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP-21-22-SJS
Wastewater Collection System Flow Monitoring Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Woolpert, Inc., (hereinafter referred to as the "Contractor") to provide flow monitoring services on the wastewater collection system to the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of services more fully described in Exhibit A, attached hereto. The Contractor 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 Contractor or recommended by the Contractor and approved by the City in writing.

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

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to renew or continue work at the mutual pleasure of both parties for three (3) one-year terms.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor 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 Contractor under this Agreement shall not exceed Four Hundred Forty-One Thousand, Eight Hundred and Seventy-Five Dollars and No/100 (\$441,875.00).

B. The Contractor 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). Contractor 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 SubContractors shown on Exhibit D hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Contractor is required to pay all SubContractors and material suppliers for all work that the SubContractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the SubContractor no later than fourteen (14) calendar days after the SubContractor 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 SubContractor or material supplier requires good cause and prior written approval of the City or designee.
4. The Contractor 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 Contractor for subsequent work performed unless and until the Contractor ensures that the SubContractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers,

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, SubContractor list that identifies each SubContractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such SubContractor(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, Contractor 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, SubContractors 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 Contractor or SubContractor) is dependent upon the business community partnering with the City in this important

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

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

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

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

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 Contractor agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a SubContractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect 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 Contractor 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 Contractor shall require the SubContractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance. The Contractor 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 Contractor shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

(\$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 Contractor 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 Contractor and any SubContractor of the Contractor 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 Contractor 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 Contractor, its SubContractors, 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.

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

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

9. **PERMITS & LICENSES**

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Agreement. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor 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 Contractor 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 Contractor 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 Contractor and pay any costs relating to same.
- C. The Contractor 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.

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

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

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor 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 Contractor's successor. All records shall be free from any proprietary claims or interest. The Contractor 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 Contractor covenants that Contractor 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 Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

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

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

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

- B. The Contractor 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 Contractor 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 Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Agreement. 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.

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any SubContractor retained by the Contractor 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.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any SubContractor retained by the Contractor 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.
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

Woolpert, Inc.

Name: Eric MacDonald
 Title: Project Director
 Address: 2000 Center Point Road, Suite 2200
 Columbia, SC 29210
 Phone: 678-537-8921
 Fax: 770-391-4101
 Email: eric.macdonald@woolpert.com

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

- A. The services performed by the Contractor 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

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

copy of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Contractor 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 Contractors possession or control that relate in any manner to the Contractors performance under this Agreement ("Preserved Documents"). Upon the Contractors performance of all services required under this Agreement, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor 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 Contractor 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 Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor 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 Contractors rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor 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 Contractors failure to perform pursuant to the Agreement.
- E. The Contractor shall perform the services pursuant to this Agreement using sound Contractor 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 Contractor.
- B. The Contractor shall be responsible for performance of all services required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its SubContractors, as it is for the acts and omissions of persons directly employed by the Contractor.

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

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

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

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

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

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

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

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

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

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

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

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

Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

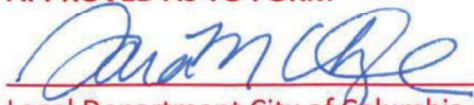
/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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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APPROVED AS TO FORM



Legal Department City of Columbia, SC

WOOLPERT, INC.

8/19/2020

Print: Name/Title	Signature	Date: _____
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(Corporate Seal)

Attest

Signature	Date: _____
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Woolpert, Inc.
Wastewater Collection System Flow Monitoring Services

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for SubContractors/Subcontractors

EXHIBIT A

Scope of Services

Wastewater Collection Flow Monitoring Services

INTRODUCTION/PURPOSE

The City of Columbia, South Carolina (CITY) owns and operates a sanitary sewer system that consists of approximately 1,100 miles of gravity sewers ranging from 6 inches in diameter to 60 inches in diameter, as well as approximately 25,000 gravity sewer manholes. The services performed as a part of this Request for Proposals (RFP) include providing flow monitoring services on the wastewater collection system to the CITY, including permanent and temporary flow monitoring, temporary groundwater monitoring with piezometers, temporary river level monitoring with river gauges, and permanent and temporary rain gauge data collection. The meters, piezometers, river gauges and rain gauges are to be at locations selected by the CITY. The meter sites will include pipes with a variety of diameters, and which experience a range of differing hydraulic conditions. While the number and location of meters, piezometers, and other equipment will vary each year, the preliminary locations of equipment for the initial monitoring period are as shown in Figure 1.

SCOPE OF SERVICES

The CITY is issuing this RFP from all interested CONTRACTORS experienced in flow monitoring services. The CITY will conduct a formal selection process to determine the best qualified respondent that meets the CITY's needs.

It is the intent of this RFP to qualify and select a single CONTRACTOR that can perform the required flow monitoring services for the CITY. The resulting contract shall be for a one-year period with the option to extend four additional one-year periods upon mutual agreement from both parties, with all years' subject to funding being made available annually by City Council.

Mandatory Scope Requirements

- A. CONTRACTOR is responsible for the effective administration and management of the entire project and for quality of the meter installation and operation and data collection. The CONTRACTOR'S flow monitoring services shall include site selection, equipment installation and calibration, operation and maintenance, and data collection for flow meters, piezometers, river level meters, and rain gauges.
- 1. Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - i. Consultant will maintain a complete document file for 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, Site Installation and Maintenance Reports, schedules,

etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

2. CONTRACTOR will schedule and lead monthly progress meetings for the duration of the contract. This includes completing an agenda. CONTRACTOR will provide meeting minutes within one week, documenting any decisions made, work performed and issues that may arise in the course of the project. Meeting minutes will show any outstanding issues.
- B. CONTRACTOR will immediately inform the CITY on any system maintenance or meter maintenance issues that are affecting meter performance and data collection so that these conditions can be resolved effectively and with minimal impact to data collection.
- C. CONTRACTOR shall notify the CITY in writing within 48 hours of any recorded surcharging above the crown of the main line pipe at a manhole in which a meter is installed. CONTRACTOR shall notify the CITY immediately of any recorded surcharging 2 feet above the crown of the main line pipe at a manhole in which a meter is installed. Notification should include the height of the water level, time surcharging began and the duration it was surcharged.
- D. In conformance with OSHA requirements, the CONTRACTOR shall be responsible for any confined space entry permits, health and safety plans, and shall take appropriate precautions during manhole entry during execution of this project. The CONTRACTOR shall also be responsible for complying with all local regulations related to public safety, traffic control, and excavation or digging (Call Before You Dig). The CONTRACTOR is responsible for securing traffic control for meters placed in the roadway. The CONTRACTOR will be compensated for required traffic control at the cost identified in the compensation schedule.
- E. There are potential hazards associated with wastewater collection sewer system environments and flow rate fluctuation due to lift station operations. The CONTRACTOR shall acknowledge they are aware of these potential hazards.
- F. Any debris or sediment that would influence the determination of wastewater flows will be recommended for removal by the CITY. Should debris be discovered during the monitoring period, CONTRACTOR will make a request for cleaning to the CITY in writing.
- G. All equipment and accessories shall be installed in a manner that protects the equipment from vandalism and other site-specific risks, such as flooding, that can cause damage or interfere with operations.
- H. All equipment shall be installed without system interruptions. Installation of meters and other work may need to be performed at night or during periods of low flows. Installations shall be coordinated with the CITY as to not interfere with system operation or other activities. Some sites may currently have limited access to normal vehicular access. It shall be the responsibility of the CONTRACTOR to develop a means for site access and equipment installation. A plan for difficult to access sites shall be presented to the City two weeks prior to the installation date.
- I. The CONTRACTOR will provide the CITY with any proprietary software and one day of training in use of the software necessary for accessing, viewing, and analyzing of the data collected from

the flow monitors, piezometers, river gauges and rain gauges at no additional cost. Any software used shall be Windows based. The CONTRACTOR will provide the CITY with licenses, user names, and/or passwords to use the software and web-based portals in perpetuity at no additional cost.

- J. A GIS Shape file showing the locations of all installed equipment shall be submitted within two weeks of the final installation. CITY will provide the most current version of Wastewater Collection System GIS files for reference.
- K. Failure to submit any of the requirements within the scope of work can result in the data being deemed unacceptable and payments being rejected.
- L. Flow Meters.
 - 1. CONTRACTOR will investigate the preliminary flow monitoring locations identified by the CITY and select the most appropriate site to monitor dry and wet weather flows; provide recommendations for most appropriate site for each preliminary location; indicate a backup site for each location; provide detailed site reports and digital photographs of the above ground, and upstream and downstream sewers in the manhole. All preliminary metering site investigation data shall be submitted in a timely manner to provide the City at least one week to review the data in order for the meter to be installed two weeks prior to the required reporting date. The City should be advised of all locations that the CONTRACTOR identifies as low-flow locations that might impact the best flow data collection and provide an opinion of how this should be addressed. The reporting date is the date when all meters are installed and fully functional to record useable and complete system data. Cellular signal strength should be checked, and CONTRACTOR shall notify the City if the site requires manual data uploads. The CITY shall be notified of all conflicts with GIS data including pipe diameter and connectivity discovered during the investigations. CONTRACTOR shall review any nearby force main discharges to be sure these discharges will not affect meter locations. Unless otherwise approved in writing by the CITY, the reporting date shall begin for all meters on the same date. Tentatively, this is scheduled for 12/1/21.
 - 2. The CONTRACTOR shall prepare a Site Installation Report for each flow meter site. The Site Installation Report will contain at a minimum:
 - i. Manhole asset ID number.
 - ii. Upstream pipe asset ID.
 - iii. General site conditions.
 - iv. General site location map and location description.
 - v. Location address.
 - vi. GPS Coordinates.

- vii. Dates of site investigation and meter installation.
 - viii. Sketch of manhole and connecting sewers with drops and pipe diameters noted and approximate orientation to North identified.
 - ix. Flow conditions.
 - x. Accessibility.
 - xi. Any issues that make the site unsuitable for flow monitoring.
 - xii. High-water marks and evidence of surcharging, or lack thereof.
 - xiii. Manhole depth (measurements of rim-to-manhole invert).
 - xiv. Depth of any debris or sediment that would influence the determination of wastewater flows will be recommended for removal by the CITY.
 - xv. Flow conditions at the time of installation (including verified velocity and depth) and calibration.
 - xvi. Connecting pipe diameter, material, and shape.
 - xvii. Flow meter equipment data (make, model, serial numbers, etc).
 - xviii. Description of any adverse hydraulic conditions.
 - xix. Initial calibration data and subsequent adjustments due to calibration data.
 - xx. Explanation of any variance from manufacturer recommended installation procedures.
3. The CONTRACTOR shall take digital photographs of the street view, flow and depth sensor installation and include them in the Site Installation Report. Site Installation Reports shall be submitted within two weeks of meter installation.
4. The flow meters will be installed in active sewer lines with continuous flows. The flow sensor(s) shall be mounted securely according to manufacturer's recommendations with stainless steel brackets and materials suitable for the installation in a sewer environment. The sensor cables and connectors will be secured to prevent disruption of operation or debris collection.
5. Install, calibrate and maintain temporary and permanent flow monitors in the system at locations approved by the CITY. The CONTRACTOR shall confirm the selected flow monitoring site suitability after the first two weeks of data collection and notify the CITY on the confirmation results. Notification of results shall be submitted in writing and shall include any deviations from the original recommendations. If flow monitor relocation is

necessary, the CONTRACTOR will be compensated at the installation cost identified in the negotiated compensation schedule.

6. CONTRACTOR shall provide wireless cellular communication to a secure web-based delivery service for the permanent meters, permanent rain gauges, temporary meters and rain gauges. For locations where cellular signal is unreliable or antennas cannot be attached, data shall be collected and uploaded to the web-based delivery service weekly. The CITY's Utilities and Engineering Department shall have access to the web-based data. The user shall be able to view historical flow graphs and scatter graphs and prepare reports (i.e. flow depth, flow totals, average max/min flow, etc.). Data retrieval options should include a format compatible with Microsoft Excel. Level, velocity and rainfall and all historical project data shall be collected and stored for the duration of the project and provided digitally at the conclusion of the project. Data should be delivered to the web-based server in 15-minute push intervals. Or, in lieu of regular 15-minute push intervals, a system that pulls data daily, on demand by user, and under specified alarm conditions is acceptable. Flow meters shall have the capability of submitting alarm event notifications via SMS messaging and sending email to specified recipients. Flow meter shall be equipped with local data loggers so that no data is lost due to data communication issues. The CITY is not responsible for reimbursement of lost data. Users shall be capable of viewing meter vitals through the web-based portal.
7. CONTRACTOR shall propose and follow a procedure to complete a review of data periodically (or in real-time) and notify CITY if any irregularities in the data are discovered. This data integrity analysis will utilize trend assessments to look at meter drift and abnormalities. Abnormalities such as unexplainable depth spikes or drop-outs, as well as inconsistent velocity trends, will be reported to the CITY as soon as possible to minimize lost or inaccurate data, but within 48 hours of identification.
8. The CONTRACTOR shall prepare and submit a procedure for performing the field calibration. The field calibration should demonstrate that the installed sensors are installed and calibrated so that the depth and velocity are within the accuracy identified in the specifications. The field calibrations that are not within the required accuracy shall be repeated and/or the sensors shall be replaced and calibrated within the required accuracy. The CONTRACTOR shall perform a minimum of two (2) manual depth and velocity measurements using processes that do not disrupt the flow regime at every site at the time of meter installation to confirm that the sensors are measuring accurate depths and velocities. Use best practice methods to verify data in the field, and document on the Site Installation Report the methods used, the measurements obtained, and any adjustments made.
9. For permanent meters, the CONTRACTOR will perform routine onsite maintenance of each installation at minimum on a bi-weekly basis for the first three months and more frequently if needed. After the first three months, maintenance will be conducted as frequently as needed based on CONTRACTOR's review of the online data, but at a minimum monthly. For temporary meters, the CONTRACTOR will perform routine onsite maintenance of each installation at minimum on a weekly basis and more

frequently if needed. Routine maintenance includes, but not limited to, verification of the monitor calibration, verification of proper data collection and recording, verification of battery charge and operation, cleaning of velocity and depth sensors, and removal of accumulated sediment or debris in the vicinity of the flow monitor installation. The CONTRACTOR will document each maintenance visit in a Site Maintenance Report, including any field measurements for field calibrations and any instances where a meter recalibration or replacement is required. The Site Maintenance Reports for temporary meters are to be submitted to the CITY weekly. The Site Maintenance Reports for permanent meters are to be submitted on at least a bi-weekly basis for the first three months and monthly afterwards. Any deviations to the schedule shall be submitted in writing within 48 hours.

10. CONTRACTOR will complete a flow balance on all temporary and permanent meters monthly. No upstream gauges should be recording flows greater than the downstream meters and/or should show diurnal flow variations significant different than downstream meters. CONTRACTOR will immediately inform the CITY of any abnormalities in the flow balance and provide an explanation as to the reason for the issue and what steps will be immediately taken to correct the meter data collection and to prevent the problem(s) in the future.
11. Flow monitoring devices must utilize solid-state electronics with capability of measuring and recording wastewater depth and mean velocity at 5-minute intervals. Technology appropriate to pipe size and flow conditions is required. The CONTRACTOR will recommend the most suitable flow monitoring equipment/technology to fully meet the flow monitoring objectives. It is the CITY's intent to use some of the permanent meters for billing purposes. The CITY will provide input on final selection of the proposed flow monitoring equipment and locations.
 - i. *Area-Velocity (AV) meters* (ADS Triton+, ISCO 2150, or Hach FL900 Series). If the CONTRACTOR would like to use alternate equipment, they must request approval of alternate equipment before submitting the Bid – use where suitable flow/site conditions are available for obtaining both depth and velocity readings for full range of flow conditions.
 - ii. *Advanced AV* (Magnetic, ADFM, Accusonic, primary device e.g., flume, or other) – use where flow measurement is critical and/or where complex hydraulic conditions exist. Some locations may require a supplemental AV meter to capture low flow conditions. Not to be used if suitable flow/site conditions are not available for obtaining both depth and velocity readings for full range of flow conditions. For the CITY's flow monitoring, this type of installation may apply to critical locations associated with billing or regulatory reporting.
 - iii. *Depth-only meters* (e.g., submerged pressure transducer mounted in the flow stream similar to AV meters listed above or approved equivalent) – use for river gauges only.

M. Rain Gauges.

1. The CONTRACTOR will install, calibrate and maintain temporary and permanent rain gauges in the system at locations approved by the CITY. The CONTRACTOR shall confirm the selected site suitability after the first two weeks of data collection and notify the CITY on the confirmation results. Notification of results shall be submitted in writing and shall include any deviations from the original recommendations.
2. The CONTRACTOR'S rain gauge services will also include site selection, installation, calibration, operation, maintenance, and data collection for permanent, continuous tipping-bucket rain gauges or equivalent. Rain gauges will measure rainfall in increments of 0.01 inches and record the summed volume at 5-minute intervals.
3. CONTRACTOR will submit a Rain Gauge Installation Reports including a location description and address; site photos; rain gauge make/model and any additional information; installation date; and instructions for site access, including contact information, if necessary.
4. Rain gauges shall be field calibrated in accordance with the manufacturer's instructions at the time of calibration. If the calibration falls outside of a tolerance that is acceptable, perform a second test. If the second test confirms the gauges is out of tolerance, return the gauge to the manufacturer for recalibration. Calibration records shall be included in the Site Installation Report and the Site Maintenance Reports.

N. Piezometers.

1. Piezometers shall be located in the same manhole as one of the temporary flow meters. CONTRACTOR will investigate the preliminary piezometer locations identified by the CITY and provide recommendations for installation. The CITY will provide input on final selection of the proposed piezometer equipment and locations.
2. The CONTRACTOR shall prepare a Site Installation Report for each site. The Site Installation Report will contain at a minimum:
 - i. Manhole asset ID number.
 - ii. Upstream pipe asset ID.
 - iii. Corresponding meter ID.
 - iv. General site conditions.
 - v. General site location map and location description.
 - vi. Location address.
 - vii. GPS Coordinates.
 - viii. Dates of site investigation and installation.

- ix. Piezometer equipment data (tube diameter, etc).
- 3. Site Installation Reports shall be submitted within two weeks of installation.
- 4. The CONTRACTOR shall confirm the site suitability after the first two weeks of data collection and notify the CITY on the confirmation results. Notification of results shall be submitted in writing and shall include any deviations from the original recommendations.
- 5. Readings shall be collected from the piezometers on each visit or at least bi-weekly and submitted to the CITY monthly with the corresponding flow meter data. CONTRACTOR shall review data weekly and notify CITY if any irregularities in the data are discovered as soon as possible but within 48 hours of identification.
- 6. The piezometers will be installed by drilling into the outer ring of the manhole and well into the ground surface to obtain a representative groundwater level. The piezometer should be installed at or as close to the pipe crown as possible and the tubing should be firmly attached to the manhole wall. The hole around the tubing shall be filled with watertight grout to avoid infiltration into the manhole. The tubing shall be clear plastic tubing ½ inch in diameter. Piezometer shall be installed as to not interfere with the system or flow metering operations. The CITY will approve the final proposed installation.

O. River Depth Gauges.

- 1. CONTRACTOR will investigate the preliminary river gauge locations identified by the CITY and provide recommendations. A plan for accessing and installing the river gauges shall be presented to the City two weeks prior to the installation date.
- 2. The CONTRACTOR shall prepare a Site Installation Report for each site. The Site Installation Report will contain at a minimum:
 - i. Gauge ID.
 - ii. General site conditions.
 - iii. General site location map and location description.
 - iv. Location address.
 - v. GPS Coordinates.
 - vi. Survey of installation location (USGS survey).
 - vii. Dates of site investigation and installation.
 - viii. Equipment data (make, model, serial numbers, etc).
 - ix. Flow conditions.

- x. Accessibility.
 - xi. Any issues that make the site unsuitable for monitoring.
 - xii. Equipment data (make, model, serial numbers, etc).
 - xiii. Description of any adverse hydraulic conditions.
 - xiv. Initial calibration data and subsequent adjustments due to calibration data.
 - xv. Explanation of any variance from manufacturer recommended installation procedures.
3. The CONTRACTOR shall take digital photographs of the street view, upstream and downstream, and include them in the Site Installation Report. Site Installation Reports shall be submitted within two weeks of installation.
4. Install, calibrate and maintain temporary river gauges at locations approved by the CITY. The CONTRACTOR shall confirm the selected site suitability after the first two weeks of data collection and notify the CITY on the confirmation results. Notification of results shall be submitted in writing and shall include any deviations from the original recommendations.
5. Readings shall be submitted to the CITY monthly. CONTRACTOR shall review data weekly and notify CITY if any irregularities in the data are discovered as soon as possible but within 48 hours of identification.
6. The CONTRACTOR shall prepare and submit a procedure for performing the field calibration. Use best practice methods to verify data in the field, and document on the Site Installation Report the methods used, the measurements obtained, and any adjustments made.
7. The CONTRACTOR will perform routine onsite maintenance of each installation as needed. Routine maintenance includes, but not limited to, verification of the monitor calibration, verification of proper data collection and recording, verification of battery charge and operation, cleaning of depth sensors, and removal of accumulated sediment or debris in the vicinity of the meter installation. The CONTRACTOR will document each maintenance visit in a Site Maintenance Report. The Site Maintenance Reports for are to be submitted to the CITY monthly. Any deviations to the schedule shall be submitted in writing.
8. The river gauges must be a depth-only meter as listed in Section K.9 above. The CITY will provide input on final selection of the proposed river depth gauge equipment and locations.

- P. CONTRACTOR will remove the flow meters, piezometers, river gauges and rain gauges at the conclusion of flow monitoring period with approval from the CITY. When removing piezometers, use grout to watertight seal any holes created in the manhole structure.
- Q. All equipment and accessories shall be under warranty during operation (for the entire contract period and subsequent renewal periods). If the equipment is found to be defective or inoperable, the CITY should be notified immediately in writing, and the equipment shall be replaced within one week.

Measurement and Payment

- A. Quantity and measurement estimates stated in the Schedule of Prices in the Bid Form are estimates for bidding purposes only. Actual payments shall be based on actual quantities installed, in-place, as measured and/or verified by the Owner.
- B. Unless otherwise noted, the bid unit prices shall be in effect throughout the contract duration, regardless of variances between the estimated quantities and the actual installed quantities.
- C. Unless otherwise provided for in the Schedule of Prices in the Bid Form, unit price items are all-inclusive of all related work, direct and indirect, to provide a complete and functional item.
- D. Bid Items:
 - 1. Equipment Installation (Items 1-6)
 - i. Method of Measurement – Equipment installation of the type specified on the Schedule of Prices in the Bid Form shall be measured by the actual number of items installed in place.
 - ii. Basis of Payment – Equipment installations shall be paid for at the respective quantities as determined above at the Contract Unit Price bid in the Schedule of Prices. This price and payment shall be full compensation for selection and furnishing of equipment, site selection, equipment installation, creation and submission of the Site Installation Report, initial field calibration, confirmation of site suitability following two weeks of data collection, re-installation as needed due to malfunctioning equipment or poor site suitability, equipment removal at the conclusion of the flow monitoring period, and all else incidental thereto for which separate payment is not provided under other items in the Schedule of Prices.
 - 2. Traffic Control for Equipment Installation (Item 7)
 - i. Method of Measurement – Traffic control for equipment installations shall be measured by the actual number of equipment installations requiring traffic control in order to properly and safely complete the equipment installation.

- ii. Basis of Payment – Traffic control for equipment installations shall be paid for at the quantity as determined above at the Contract Unit Price bid in the Schedule of Prices. This price and payment shall be full compensation for all costs associated with the labor, equipment and services involved in the preparation of control plans; erection, moving, adjusting, replacement, and removal of devices; labor for any required flaggers; and all other items necessary to establish proper traffic control necessary to complete the equipment installation as specified but not included for payment under other items in the Schedule of Prices.

- 1. Traffic control for equipment installations shall only apply to equipment installations within the limits of existing roadways and roadway shoulders. Contractor shall receive Owner approval of proposed equipment installation location prior to placement of any equipment within roadway limits.
- 2. Multiple payments for traffic control associated with equipment installation of an individual item shall not be permitted. No additional payment will be provided for traffic control efforts associated with the re-installation of equipment due to malfunctioning equipment or poor site suitability.

3. Equipment Maintenance (Items 8-13)

- i. Method of Measurement - Equipment maintenance of the type specified on the Schedule of Prices in the Bid Form shall be measured by the actual number of equipment items to be maintained per monthly maintenance time period.
 - 1. Permanent Flow Monitoring and Permanent Rain Gauge maintenance are each anticipated to occur over a 12-month period.
 - 2. Temporary Flow Monitoring, Temporary Rain Gauge, Piezometer, and River Depth Gauge maintenance are each anticipated to occur over a 3-month period.
- ii. Basis of Payment – Equipment maintenance shall be paid for at the respective quantities each month as determined above at the Contract Unit Price bid in the Schedule of Prices. This price and payment shall be full compensation for all maintenance visits and efforts required at the minimum frequency specified within each monthly time period; preparation and submission of a Site Maintenance Report for each maintenance visit; completion of a flow balance on all temporary and permanent meters each month; additional field calibration efforts as needed following the initial calibration specified; review of all data collected for each month; submission of monthly data and report as specified in the Monthly Project Reporting Requirements, and all else incidental thereto for which separate payment is not provided under other items in the Schedule of Prices.

4. Traffic Control for Equipment Maintenance (Item 14)

- i. Method of Measurement – Traffic control for equipment maintenance shall be measured by the actual number of equipment items to be maintained requiring traffic control, per monthly maintenance time period, in order to properly and safely complete monthly equipment maintenance.
- ii. Basis of Payment - Traffic control for equipment maintenance shall be paid for at the quantity each month as determined above at the Contract Unit Price bid in the Schedule of Prices. This price and payment shall be full compensation for all monthly costs associated with the labor, equipment and services involved in the preparation of control plans; erection, moving, adjusting, replacement, and removal of devices; labor for any required flaggers; and all other items necessary to establish proper traffic control necessary to complete the equipment maintenance as specified but not included for payment under other items in the Schedule of Prices.
 - 1. Traffic control for equipment maintenance shall only apply to equipment maintenance within the limits of existing roadways and roadway shoulders.
 - 2. Multiple payments within a single month for traffic control associated with equipment maintenance of an individual item shall not be permitted. No additional payment will be provided for additional traffic control efforts associated with additional maintenance efforts of an individual item during any individual monthly period.

Mandatory Project Reporting Requirements

- A. The CONTRACTOR will implement quality control procedures to review all data collected for abnormalities, signs of drifting/non-functioning sensors, missing data points, and other indicators that may diminish data accuracy. Quality control procedures shall be submitted for review within three weeks of the Notice To Proceed. The final corrected data and report for each meter shall be provided to the CITY as follows:
 - 1. Submitted monthly no more than one week after the end of the monthly monitoring period for permanent meters and two weeks after the end of the monthly monitoring period for temporary meters.
 - 2. Data should be submitted in tabular format such as an Excel spreadsheet. Data provided to the CITY from flow monitors shall include date, time, depth, and average velocity at 5-minute increments. Flows will be reported to the nearest 1-gallon per minute. Depth will be reported to the nearest 0.01 inch, and velocities will be reported to the nearest 0.01 feet per second. Corresponding rain gauge data shall be submitted in the same file as the flow meter data and shall include date, time, and rainfall depth reported in hundredths of an inch at 5-minute increments. Time intervals for flow data and rainfall data shall be synchronized.

3. All rain gauge data should be submitted in tabular format such as an Excel spreadsheet and shall include date, time, and rainfall depth reported in hundredths of an inch at 5-minute increments. Time intervals for flow data and rainfall data shall be synchronized.
 4. All piezometer data should be submitted in tabular format such as an Excel spreadsheet and shall include date, time, and depth from manhole to level.
 5. All river gauge data should be submitted in tabular format such as an Excel spreadsheet and shall include date, time, and depth reported in hundredths of an inch at 5-minute increments.
 6. A written description of the quality control procedures, detailed explanation of any abnormalities or missing data, and a description of any corrections made to the raw data (date/time, reason, adjustment made, etc.).
 7. A flow balance for all permanent and temporary flow meters, and a detailed explanation of any abnormalities and why they may have occurred, as well as a description of how to prevent the problems in the future.
 8. A scatter graph of data by month for permanent flow meters and by monitoring period for temporary flow meters.
 9. A graph of flow, depth, and rainfall by month for permanent flow meters and by week for temporary flow meters.
 10. A summary table listing the average daily flow, average daily minimum, average daily maximum, peak recorded flow and date/time, peak recorded depth and date/time, and total flow.
 11. An accounting of all significant maintenance activities or data collection anomalies at the meter site (e.g. pressure sensor failed on the 3rd and was replaced on the 4th), detailed explanation for any irregularities and steps taken to fix the issues.
- B. The data shall be reviewed and adjusted as appropriate in accordance with CONTRACTOR'S QC Procedures. CONTRACTOR shall provide a written certification with each data submittal stating, "INSERT NAME OF COMPANY certifies that the data has been reviewed and adjusted as appropriate within industry standards." Penalties will be assessed against the monthly metering fee (per meter) for sub-standard data as follows:
1. Condition for Full Payment (all conditions apply)
 - i. Zero incidents of data gaps exceeding two consecutive business days
 - ii. $\geq 95\%$ of all data points delivered
 2. Condition for Payment x 0.90 (if any condition applies)
 - i. One incident of data gap exceeding two consecutive business days

- ii. Between 90% and 95% of all data points delivered
- 3. Condition for Payment x 0.75 (if any condition applies)
 - i. Two or more incidents of data gaps exceeding two consecutive business days
 - ii. Between 90% and 95% of all data points delivered
- 4. Condition for Non-Payment (if any condition applies)
 - i. Three or more incidents of data gaps exceeding two consecutive business days
 - ii. $\leq 90\%$ of all data points delivered
- C. CONTRACTOR shall submit a summary table with every invoice showing the meter down times in 6-hr increments for every day during the reporting period. Failure to provide this summary could result in non-payment of the invoice.
- D. The data points delivered requirement is to be generally satisfied with actual measured data. However, it is also recognized that there may be occurrences where a velocity measurement may not be required to develop accurate data. Accordingly, inferred data would not be considered downtime, if the CONTRACTOR documents to the satisfaction of the CITY that accurate data can be obtained without the velocity measurement and the loss of velocity data was not caused by maintenance neglect. In any case, however, no velocity data shall be inferred for any measurement interval where (1) a corresponding depth measurement has not been obtained for that measurement interval or (2) independent calibration measurements have not been acquired for the site. CONTRACTOR shall clearly identify all inferred data in all reports and other deliverables.
- E. At the conclusion of the temporary flow monitoring, the CONTRACTOR shall provide a final report to the CITY that includes two digital copies of the items listed above in bullets 1-10. Additionally, reports shall include all Site Installation Reports and Site Maintenance Reports for all equipment. The final report shall also include the digital records, including photos taken during site selection, equipment installation/calibration, and weekly data collection/maintenance. The final report shall be submitted within six weeks of the conclusion of the temporary metering program.

RESPONSE REQUIREMENTS

The CONTRACTOR shall provide a response that provides a narrative discussion of the Proposed Project Approach to the required flow monitoring services, as well as for the Mandatory Scope and Project Reporting Requirements. The response shall demonstrate the CONTRACTOR's overall experience and technical competence as well as an explanation as to why the CONTRACTOR is the best qualified to provide the services noted in these RFP requirements.

As a part of their narrative discussion of the Proposed Project Approach, respondents are asked to provide additional information on their proposed approach to the installation and maintenance of Permanent Metering at two locations within the CITY's system. An accurate metering system is critical for the CITY to properly monitor and bill the City of West Columbia and Fort Jackson for flows originating in each sewer service area.

EXHIBIT B**Schedule for Completion of Services****City of Columbia****CIP# SS7617****Wastewater Collection Flow Monitoring Services**

The schedule below summarizes the major milestones for permanent and temporary flow monitoring services for the wastewater collection services. At a minimum, monthly maintenance and reporting will be conducted.

<u>Milestone Description</u>	<u>Estimated Date</u>
NTP	Nov 1, 2022
End of Monitoring	June 30, 2023

EXHIBIT C

Compensation

The City of Columbia, SC
Wastewater Collection Flow Monitoring Services
Schedule of Prices - Woolpert, Inc.

BIDDER MUST FILL IN THE UNIT PRICES AND COMPUTE THE TOTALS FOR EACH LINE ITEM AND THE FULL BID.					
ITEM NO.	Work Description	UNIT PRICES Dollars Figure	ESTIMATED QTY/ UNIT OF MEASURE		TOTAL PRICE Dollar Figure
1	Permanent Flow Monitoring Installation	\$420	8	EA	\$3,360.00
2	Temporary Flow Monitoring Installation	\$1,190	50	EA	\$59,500.00
3	Permanent Rain Gauges Installation	\$225	7	EA	\$1,575.00
4	Temporary Rain Gauges Installation	\$400	7	EA	\$2,800.00
5	Piezometers Installation	\$1,690	3	EA	\$5,070.00
6	River Depth Gauges Installation	\$1,500	3	EA	\$4,500.00
7	Traffic Control per Equipment Installation	\$420	15	EA	\$6,300.00
8	Permanent Flow Monitoring Maintenance	\$725	192	EA/MONTH	\$139,200.00
9	Temporary Flow Monitoring Maintenance	\$1,115	150	EA/MONTH	\$167,250.00
10	Permanent Rain Gauges Maintenance	\$305	84	EA/MONTH	\$25,620.00
11	Temporary Rain Gauges Maintenance	\$200	21	EA/MONTH	\$4,200.00
12	Piezometers Maintenance	\$200	9	EA/MONTH	\$1,800.00
13	River Depth Gauges Maintenance	\$200	9	EA/MONTH	\$1,800.00
14	Traffic Control per Equipment Maintenance	\$420	45	EA/MONTH	\$18,900.00
					\$441,875.00

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)
No Subconsultants at this time						

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female AM – Asian American Male
 BM – African American Male FB – Non-Minority Female Owned
 HM – Hispanic American Male NF – Native American Female

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

COMBINED TOTAL SUB AMOUNT \$ N/A

TOTAL CONTRACT AMOUNT: \$ \$441, 875.00

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

Business Name: - Woolpert, Inc.

Representative Name/Title: R. Flint Hallwork Senior Vice President

Date: August 9, 2021

CONTRACT

City of Columbia, South Carolina

Shady Lane Force Main Replacement

(SS7548) CDBE

BID029-21-22-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Carolina Tap & Bore, Inc.**, with legal address and principal place of business at **2430 Morningside Drive 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 **4D Engineering**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred twenty (120)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **forty-five (45)** consecutive calendar days to final completion for a total construction time of **one hundred sixty-five (165)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Six Hundred Nineteen Thousand One Hundred Fifty-Three Dollars and Fifty Cents (\$619,153.50)**. This contract also provides for an additional contingency in the amount of **Sixty-One Thousand Nine Hundred Fifteen Dollars and Eighty-Five Cents (\$61,915.85)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

City of Columbia, SC
8/06/2020

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications" and Part 17 "Specifications for Sanitary Sewer", and Part 20 "Specifications for Sodding, Fertilizing, and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.8 Drawings, numbered C0 through C6, inclusive and dated May 21, 2022.

9.2.9 Project Specifications.

9.2.10 Location Map.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Owner

City of Columbia, SC

BY

Attest

Address for giving notices:

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Event Number	BID029-21-22-LB	Organization	City of Columbia, SC
Event Title	Shady Lane Force Main Replacement (SS7548) CDE	Workgroup	Purchasing
Event Description	Bid Opening will be held on August 3, 2022 at 9:30	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	7/19/2022 03:05:01 PM (ET)	Phone	
Close Date	8/3/2022 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Carolina Tap & Bore, Inc.	West Columbia	SC	8/3/2022 08:28:22 AM (ET)	0	\$619,153.50

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



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: LaTonya Germany, Compliance Specialist

FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts

DATE: August 25, 2022

SUBJECT: PROJECT: BID#029-21-22-LB–Shady Lane Force Main Replacement (SS7548) CDBE

Bids for this project were opened publicly at 9:30 A.M., August 3, 2022.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent *responsive* low bidder is **Carolina Tap & Bore, Inc. of West Columbia, SC at \$619,153.50.**

Please review for Columbia Disadvantaged Business Enterprise Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: LaTonya B Germany
LaTonya Germany, Compliance Specialist

DATE: August 25, 2022

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
LG Utility Contractors 1410 Brevard Rd Lugoff, SC 29078	V016405	Pipe Installation	92,000.00	- % 14.86	SLBE/DBE/ SMBCC/CDBE	FB
AOS SPECIALTY CONTRACTORS 1224 TWO NOTCH ROAD LEXINGTON, SC 29073	V014356	Concrete Work	\$12,400.00	2.0 %	SLBE/DBE/ SMBLL/CDBE	FB
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 104,400.00

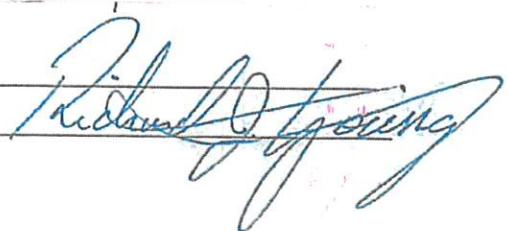
TOTAL CONTRACT AMOUNT: \$ 619,153.50

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

Business Name: Carolina Tap & Bore, Inc.

Representative Name/Title: Richard J. Young - PRESIDENT

Date: 7/6/2022



CONTRACT

City of Columbia, South Carolina

SS7604 (CDBE)

Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

BID035-21-22-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Woolpert, Inc.**, with legal address and principal place of business at **2000 Center Point Drive, Suite 2200, Columbia, SC 29210**, 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 begin on a date as specified in the Notice to Proceed (NTP) with the completion of all work herein contemplated by **June 30, 2023**. There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Seven Hundred Fourteen Thousand Ninety-Seven Dollars and Thirty Cents (\$714,097.30)**. This contract also provides for an additional contingency in the amount of **Seventy-One Thousand Four Hundred Nine Dollars and Seventy-Three Cents (\$71,409.73)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete as determined for both periods of substantial completion and final completion.

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" both of the City of Columbia's Engineering Regulations.

9.2.8 Location Map.

9.2.9 Project Manual.

9.2.10 Project Specifications.

9.2.11 Addenda numbers 1 to 1 , inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and 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: LaTonya Germany, Compliance Specialist
Office of Business Opportunities

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

DATE: July 20, 2022

**PROJECT: BID035-21-22-LAG – Continuing Sewer Assessment Program (CSAP)
Preventive Maintenance Assistance (SS7604) CDBE**

Bids for this project were opened publicly at 10:00 a.m. on July 19, 2022 by TeleCom Services.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent responsive low bidder is Woolpert Inc. of Columbia, SC at \$714,097.30.

Please review for Columbia Disadvantaged Business Enterprise Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

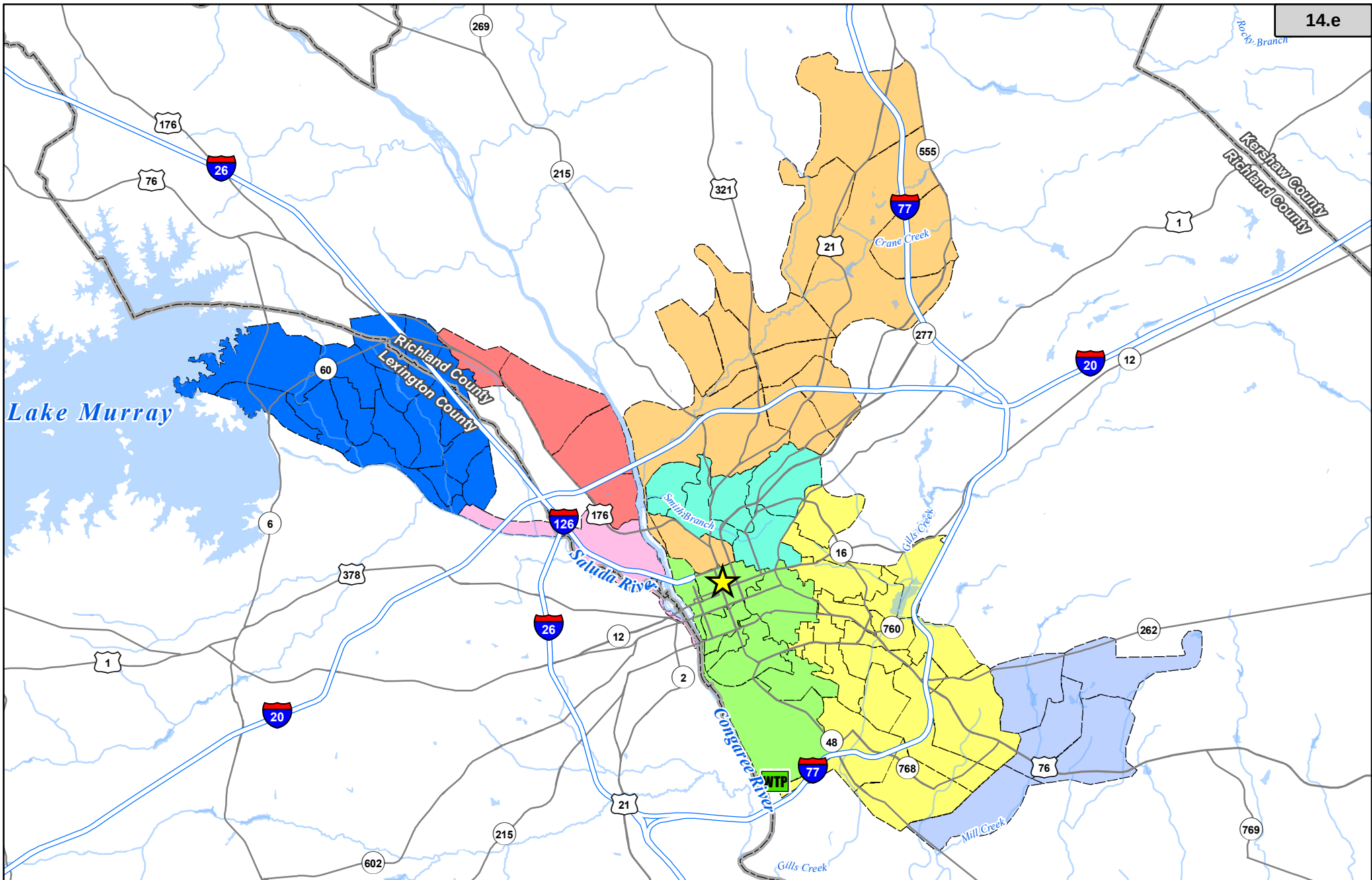
Review Approved: *LaTonya B Germany*
LaTonya B Germany, Compliance Specialist

Date: July 20, 2022

Event Number	BID034-21-22-LAG Addendum 1	Organization	City of Columbia, SC
Event Title	Benedict Area LID Stormwater Project (SD&	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	6/14/2022 08:44:14 AM (ET)	Phone	
Close Date	6/30/2022 10:00:00 AM (ET)	Fax	xlagrice

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
TCO Construction Inc	Sumter	SC	6/30/2022 09:38:16 AM (ET)	1	\$1,754,349.80
Stutts & Williams, LLC	Lexington	SC	6/30/2022 09:37:49 AM (ET)	1	\$2,520,885.00

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



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia



City Hall



Metro WWTP



Broad River



Crane Creek



Gills Creek



Mill Creek



Rocky Branch



Saluda River



Smith Branch



West Columbia



1 inch = 3 miles

0 10,000 20,000
Feet

**SS7604 CSAP Preventive
Maintenance Assistance
City of Columbia SS
Service Area**

Prepared For:

Packet Pg. 223

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Chao and Associates DUNS#: 189168735 CAGE# 3HMY5	V001545	Manhole Inspections	\$71,409.73	10 %	MBE	AM
RedZone Robotics, Inc. UEID#: OK896	NA	Mult-Sensor Inspections	\$135,300.00	18.95 %	NA	NA
				%		
				%		
				%		
				%		

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: \$ 206,709.73

TOTAL CONTRACT AMOUNT: \$ 714,097.30

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

Business Name: Woolpert, Inc.

Representative Name/Title: K. Flint Holbrook / Senior Vice President

Date: July 15, 2022

CONTRACT

City of Columbia, South Carolina

Metro WWTP Flow Metering Improvements

(SS7481) CDBE

BID037-21-22-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **M.B. Kahn Construction Company, Inc.**, with legal address and principal place of business at **101 Flintlake Drive Columbia, SC 29223**, 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 **Black & Veatch**.

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 substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **two hundred ten (210)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Seven Hundred Ninety-Eight Thousand One Hundred Dollars and Zero Cents (\$798,100.00)**. This contract also provides for an additional contingency in the amount of **Seventy-Nine Thousand Eight Hundred Ten Dollars and Zero Cents (\$79,810.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

City of Columbia, SC
8/06/2020

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications" of the City of Columbia's Engineering Regulations.

9.2.8 Location Map.

9.2.9. Technical Specifications.

9.2.10 Drawings, numbered G-00-001 through E-00-103, inclusive and dated November 4, 2021.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Contractor

M.B. Kahn Construction Company, Inc.BY

(CORPORATE SEAL)

Attest
_____Address for giving notices:

Date: _____

Owner

City of Columbia, SCBY

Teresa Wilson, City Manager

Attest

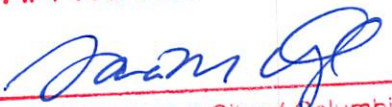
Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: LaTonya Germany, Compliance Specialist

FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts

DATE: August 25, 2022

SUBJECT: PROJECT: BID#037-21-22-LB–Metro WWTP Flow Metering Improvements CDBE (SS7481)

Bids for this project were opened publicly at 2:00 P.M., August 11, 2022.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent *responsive* low bidder is **M.B. Kahn Construction Company, Inc. of Columbia, SC at \$798,100.00.**

Please review for Columbia Disadvantaged Business Enterprise Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: *LaTonya B Germany*
LaTonya Germany, Compliance Specialist

DATE: August 25, 2022



We Are Columbia

To: Ms. Teresa Wilson, City Manager

From: Ayesha Driggers, Interim Director
Office of Business Opportunities

Date: August 31, 2022

Subject: Metro WWTP Flow Metering Improvements (SS7481) CDBE

MB Kahn was not able to meet the Columbia Disadvantaged Business Enterprise (CDBE) participation goal for this project, but did fulfill all of the good faith effort requirements to solicit CDBE participation and was deemed to be in compliance with the City's CDBE policy. Following the bid, staff from Columbia Water, the Department of Procurement and Contracts and the Office of Business Opportunities met with the contractor to discuss options for increasing the CDBE participation as the project is executed. The contractor committed to continuing to seek opportunities to utilize CDBE subcontractors throughout the construction period.

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



M. B. Kahn

Since 1927

Construction Co., Inc.

July 7, 2022

City of Columbia Office of Business Opportunity
 Attn: Melissa Lindler, Director
 1401 Main St., 4th Floor
 Columbia, SC 29201

Reference: CDBE Compliance for Metro WWTP Flow Metering Improvements (SS7481) CDBE- Part I

Dear Ms. Lindler,

M. B. Kahn Construction Co., Inc. (M. B. Kahn) appreciates the opportunity to pursue the Metro WWTP Flow Metering Improvements project for the City of Columbia. M. B. Kahn always strives to provide equal opportunities for subcontracting work, especially with CDBE firms. We have a record of success executing work for the City's Office of Business Opportunity (OBO), always exceeding the goals for each of the CDBE and Mentor-Protégé projects for which we have been fortunate to perform. We take pride in the fact that we also work with many of these CDBE firms on non-City OBO projects, which we believe is a testament that the City's efforts to promote these businesses is reaping benefits for our communities.

For the Metro WWTP Flow Metering Improvements project we have pursued pricing from all subcontractors in the list of CDBE's provided in the bid documents and have also taken the steps and efforts to reach out to other disadvantaged businesses. As of today, no CDBE (or any other subcontractor) has provided firm quotations. Therefore, M. B. Kahn is not able to provide a firm commitment on the percentage of utilization of CDBE subcontractors. Resultantly, we must have a 0% utilization in Phase I. From discussions with many CDBE subcontractors, the reason they have not provided firm pricing is due to the current volatile material pricing, and pricing may change between Phase I deadline and Phase 2 deadline.

Attached is our CSP/Letter of CDBE Commitment. Though M. B. Kahn does not have any official commitments listed in the CSP/Letter of CDBE Commitment, please don't take this as an indication that we will not achieve the goals set forth by OBO. We have received several unofficial commitments from CDBE subcontractors to submit pricing. As has been the case in the past, we believe that as we approach the firm bid date for pricing, we will be able to utilize CDBE firms in our bid to the City and maximize their participation. Also attached is our Good Faith Efforts documentation which we hope will qualify us to bid your project. Please do not hesitate to contact me directly for any additional information required.

Sincerely,

M. B. KAHN CONSTRUCTION CO., INC.

Bill Edmonds
 Executive Vice President

cc: Metro WWTP Flow Metering Improvements (SS7481)

THE SAME COMMITMENT & QUALITY FOR OVER 90 YEARS.

Post Office Box 1179 • Columbia, SC 29202 • 803.736.2950 • www.mbkahn.com

NC #1425 • FL #CGC056891 (licenses listed per state law)

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
CITI, Inc. DUNS 926038894	N/A	Instruments & Integration	236,613.00	29.65 %	N/A	N/A
AKA Trucking LLC DUNS 092904906	N/A	Hauling	1,000.00	0.13% %	CDBE	N/A
Gregory Electric Company DUNS 003364395	N/A	Electrical	91,500.00	11.46 %	N/A	N/A
Duke's DUNS To Be Provided	N/A	Flo-Dar Installer	25,000.00	3.13 %	N/A	N/A
Knight's Precast DUNS 002797640	N/A	Manhole Supplier	9,184.00	1.15 %	N/A	N/A
Metal Works DUNS 612945589	N/A	Metals Supplier	174,668.00	21.89 %	N/A	N/A

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 537,965.00

TOTAL CONTRACT AMOUNT: \$ 798,100.00

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

Business Name: M. B. Kahn Construction Co., Inc.

Representative Name/Title: William P. Edmonds/Executive Vice President

Date: August 11, 2022

Event Number	BID037-21-22-LB Addendum 3	Organization	City of Columbia, SC
Event Title	Metro WWTP Flow Metering Improvement	Workgroup	Purchasing
Event Description	Bid Opening will be held by conference call	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	7/19/2022 05:00:02 PM (ET)	Phone	
Close Date	8/11/2022 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
M. B. Kahn Construction Co., Inc.	Columbia	SC	8/11/2022 01:44:35 PM (ET)	1	\$798,100.00
Stutts & Williams, LLC	Lexington	SC	8/11/2022 01:01:57 PM (ET)	2	\$969,450.00

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



CONTRACT FOR GOODS and/or SERVICES

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

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

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

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

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of six (6) months, with an option to renew for five (5) additional six-month periods at the mutual pleasure of both parties.

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

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

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

The decision whether to extend the Contract, 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. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the goods and/or services specified herein.

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

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

5. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In

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

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

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

7. **COMPENSATION**

- A. The compensation to be paid by the City to the Contractor under this Agreement, for Lot 1, 2, 3, 4, 5, 6, 7, 8, and 9 of Wastewater Management Annual Repair Materials, shall no exceed Two Hundred Sixty-Nine Thousand Seventy-Four Dollars and Seventy-One Cents (\$269,074.71).

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

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

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

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

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

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

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

9. MISCELLANEOUS

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

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

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

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

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

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of goods and/or services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

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

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

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

the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

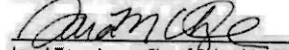
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


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

CONTRACTOR

Johnnie Carter
Print

Johnnie Carter
Signature

Date: 8-16-22

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

List of Exhibits

Exhibit A – Scope of Goods and/or Services

Exhibit B – Cost Sheet

Exhibit C – Business Information Statement for Contractors

Exhibit D - Signed Conflict of Interest Statement

EXHIBIT A

Scope of Goods and/or Services

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

The Contractor will:

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



Core & Main LP Warranty

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

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

EXHIBIT B

BID036-21-22-LTD Wastewater Management Annual Repair Materials

Page 13 |

VIII. COST SHEET

LOT #1 - PVC GRAVITY SEWER PIPE SDR 35 14 ft (+/- 1") LENGTH GxS	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4"		Approx	140	\$ 2.95	\$ 413.00
6"		90 - 120	5,992	\$ 6.80	\$ 40,745.60
8"		90-120	644	\$ 12.35	\$ 7,953.40
Total Lot 1					\$ 49,112.00

LOT #2 - DUCTILE IRON PIPE W/ P401 LINING 20 ft (+/- 1") LENGTH GxS	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4"		APPROX	100	\$ 64.00	\$ 6,400.00
6"		40-52	100	\$ 51.00	\$ 5,100.00
8"		WEEKS	100	\$ 66.00	\$ 6,600.00
Total Lot 2					\$ 18,100.00

LOT #3 - SEWER FITTINGS SDR35	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4", 22.5 Degree bend, Gasket x Spigot		7-10 days	100	\$ 10.00	\$ 1,000.00
4", 45 Degree bend, Gasket x Spigot			150	\$ 9.50	\$ 1,425.00
6", 22.5 Degree bend, Gasket x Spigot			275	\$ 19.50	\$ 5,362.00
6", 45 Degree bend, Gasket x Spigot			500	\$ 18.75	\$ 9,375.00
4" clean out adapter, Hub x Female threaded			300	\$ 5.00	\$ 1,500.00
4" clean out cap (plug), raised			350	\$ 3.00	\$ 1,050.00
6" clean out adapter, Hub x Female threaded			575	\$ 24.00	\$ 13,800.00
6" clean out cap (plug), raised			575	\$ 15.25	\$ 8,768.75
4", 45 Degree wye GxGxG			100	\$ 18.30	\$ 1,830.00
6", 45 Degree wye GxGxG			200	\$ 41.50	\$ 8,300.00
8" x 6", 45 Degree Wye GxGxG			10	\$ 65.50	\$ 655.00
6" Sewer Saddle, Romac CB™ or equal			100	\$ 148.00	\$ 14,800.00
Total Lot 3					\$ 67,866.25

BID036-21-22-LTD Wastewater Management Annual Repair Materials

Page 14 |

<u>LOT #4 – STAINLESS STEEL SHEAR RINGS, SHIELD COUPLINGS, FERNCO 5000 SERIES OR EQUIVALENT</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4" Clay to 6" CI/PVC		8 weeks: ↓	100	\$ 47.00	\$ 4700.00
4" CI/PVC to 6" CI/PVC			170	\$ 49.00	\$ 8330.00
4" Clay to 4" CI/PVC			175	\$ 29.00	\$ 5075.00
6" CI/PVC to 6" CI/PVC			200	\$ 38.00	\$ 7600.00
6" Clay to 6" CI/PVC			225	\$ 50.00	\$ 11,250.00
8" Clay to 8" CI/PVC			125	\$ 57.00	\$ 7125.00
8" CI/PVC TO 8" CI/PVC			125	\$ 57.00	\$ 7125.00
Total Lot 4					\$ 51,205.00

<u>LOT #5 – CLEAN OUT RING/BOX & COVER, RINGS ONLY, AND COVERS ONLY, SIGMA MB-344 (CW18) OR EQUIVALENT. *"S" OR "SEWER" ON COVERS.</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
Ring/box & cover*		Approx	200	\$ 33.45	\$ 6690.00
Cover only*		3 weeks	25	\$ 12.00	\$ 300.00
Total Lot 5					\$ 6990.00

LOT #6 – ROUND PVC VALVE BOX W/ LID AND LIDS ONLY, NDS 111BC OR EQUIVALENT. **S" OR "SEWER" ON COVERS.	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
Box w/lid*		10-15 Days	200	\$ 8.23	\$ 1646.00
Total Lot 6					\$ 1646.00

<u>LOT #7 – HYMAX® COUPLING 260 PSI</u> <u>1.5" – 12", 232 – 260 PSI 14" – 24",</u> <u>ONLY,</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4"		3-5 Days ↓	8	\$ 188.00	\$ 1504.00
6"			20	\$ 246.00	\$ 4920.00
8"			12	\$ 280.00	\$ 3360.00
				Total Lot 7	\$ 9784.00

BID036-21-22-LTD Wastewater Management Annual Repair Materials

Page 15 |

LOT #8 – CAST IRON RING & COVERS FOR MANHOLES, "CITY OF COLUMBIA", "SEWER"	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
US Foundry USF755R&NR 26" x 8" standard		24 wks	120	\$ 295.00	\$ 35,400.00
Total Lot 8					\$ 35,400.00

LOT #9 – SEWER AIR RELEASE VALVES	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
A.R.I. D25 2" NPT, Nylon 3, 150 PSI or equal		7-10 Days	10	\$ 904.00	\$ 9040.00
Total Lot 9					\$ 9040.00

LOT #10 – STEEL MANHOLE RISER RINGS, ADJUSTABLE, ONE-PIECE ASSEMBLY, WITH +/- 1/2" DIAMETER CHANGE, AMERICAN HIGHWAY PRODUCTS LTD. OR EQUAL	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
23" Diameter x 1" Rise			20	\$	\$ No Bid
23" Diameter x 2" Rise			20	\$	\$ "
26" Diameter x 1" Rise			20	\$	\$ "
26" Diameter x 2" Rise			20	\$	\$ "
Total Lot 10					\$ No Bid

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

EXHIBIT C

APPENDIX - PRIME BUSINESS INFORMATION STATEMENT

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

Offeror/Respondent's Business Name: Bret Main LP

Headquarters Address: 1830 Craig Park Blvd
St. Louis, Mo. 63146

Local Office Address, if applicable: 914 Chrs Dr.
West Columbia, SC 29169

Phone No.: 803-794-0902 Fax No.: 803-796-4610

Email address: johnnecarter@corraslman.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 03-0550887

DUNS Number: 62 756 4029

Select One: ☐ Corporation ☐ Sole Proprietor ☒ Partnership

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

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

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

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

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

Name/Title: Johnnec Carter / Branch Manager

Phone Number: 803-794-0902

Form Completed by:

Johnnec Carter
Authorized Signature

6-30-20
Date

EXHIBIT D

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

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

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

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

Please check only one box below.

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

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

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

No

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

Company Name: Core 2 Man LP

By: Did Not Attend

Print Name: Johnnie Carter

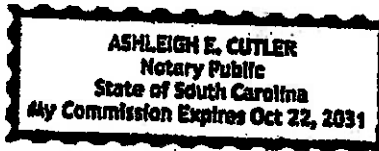
Title: Branch Manager

Date: 6-30-22

Subscribed and sworn to before me

this 30 day of June, 2022

A.E. Cutler
(Notary Public)



My commission expires 10/22/2031

City of Columbia and Ferguson Waterworks
Wastewater Management Annual Repair Materials



CONTRACT FOR GOODS and/or SERVICES

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

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Ferguson Waterworks, with legal address and principal place of business at 166 Pontiac Business Center Drive, Elgin, SC 29045 (hereinafter referred to as the “Contractor”), to provide annual repair materials.

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

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

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of six (6) months, with an option to renew for five (5) additional six-month periods at the mutual pleasure of both parties.

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

City of Columbia and Ferguson Waterworks
Wastewater Management Annual Repair Materials

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

The decision whether to extend the Contract, 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. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the goods and/or services specified herein.

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

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

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

City of Columbia and Ferguson Waterworks
Wastewater Management Annual Repair Materials

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

7. **COMPENSATION**

- A. The compensation to be paid by the City to the Contractor under this Agreement, for Lot 10 of Wastewater Management Annual Repair Materials, shall not exceed Ten Thousand Four Hundred Thirty-Two Dollars and Eighty Cents (\$10,432.80).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

- C. ☐ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- D. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such

City of Columbia and Ferguson Waterworks
Wastewater Management Annual Repair Materials

increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). **Final approval of price** increase must be approved by the City Manager, City Council and/or an authorized designee.

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

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

9. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this

City of Columbia and Ferguson Waterworks
Wastewater Management Annual Repair Materials

Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

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

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

City of Columbia and Ferguson Waterworks
Wastewater Management Annual Repair Materials

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

City of Columbia and Ferguson Waterworks
Wastewater Management Annual Repair Materials

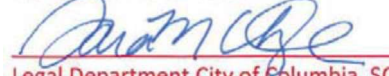
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

CONTRACTOR

APPROVED AS TO FORM



Legal Department City of Columbia, SC

8/8/2022

Print Signature Date: _____

City of Columbia and Ferguson Waterworks
Wastewater Management Annual Repair Materials

List of Exhibits

Exhibit A – Scope of Goods and/or Services

Exhibit B – Cost Sheet

Exhibit C – Business Information Statement for Contractors

Exhibit D - Signed Conflict of Interest Statement

EXHIBIT A

Scope of Goods and/or Services

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

The Contractor will:

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

EXHIBIT B

VIII. COST SHEET

<u>LOT #1 - PVC GRAVITY SEWER PIPE SDR 35, 14 If (+/- 1") LENGTH, GxS</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4"			140	\$ 3.10	\$ 434
6"			5,992	\$ 7.20	\$ 43,142.40
8"			644	\$ 13	\$ 8,372
Total Lot 1					\$ 51,948.40

<u>LOT #2 - DUCTILE IRON PIPE W/ P401 LINING, 20 If (+/- 1") LENGTH, GxS</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4"			100	\$ 67.75	\$ 6,775
6"			100	\$ 54	\$ 5,400
8"			100	\$ 69	\$ 6,900
Total Lot 2					\$ 19,075.00

<u>LOT #3 - SEWER FITTINGS, SDR35</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4", 22.5 Degree bend, Gasket x Spigot			100	\$ 13	\$ 1,300
4", 45 Degree bend, Gasket x Spigot			150	\$ 12	\$ 1,800
6", 22.5 Degree bend, Gasket x Spigot			275	\$ 24	\$ 6,600
6", 45 Degree bend, Gasket x Spigot			500	\$ 23	\$ 11,500
4" clean out adapter, Hub x Female threaded			300	\$ 7	\$ 2,100
4" clean out cap (plug), raised			350	\$ 4	\$ 1,400
6" clean out adapter, Hub x Female threaded			575	\$ 29	\$ 16,675
6" clean out cap (plug), raised			575	\$ 19	\$ 10,925
4", 45 Degree wye GxGxG			100	\$ 22	\$ 2,200
6", 45 Degree wye GxGxG			200	\$ 51	\$ 10,200
8" x 6", 45 Degree Wye GxGxG			10	\$ 80	\$ 800
6" Sewer Saddle, Romac CB™ or equal			100	\$ 108	\$ 10,800
Total Lot 3					\$ 76,300

LOT #4 – STAINLESS STEEL SHEAR RINGS, SHIELD COUPLINGS, FERNCO 5000 SERIES OR EQUIVALENT	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4" Clay to 6" CI/PVC			100	\$ 99	\$ 9900
4" CI/PVC to 6" CI/PVC			170	\$ 67	\$ 11390
4" Clay to 4" CI/PVC			175	\$ 40	\$ 7000
6" CI/PVC to 6" CI/PVC			200	\$ 52	\$ 10400
6" Clay to 6" CI/PVC			225	\$ 68	\$ 15300
8" Clay to 8" CI/PVC			125	\$ 77	\$ 9625
8" CI/PVC TO 8" CI/PVC			125	\$ 77	\$ 9625
Total Lot 4					\$ 73240

LOT #5 – CLEAN OUT RING/BOX & COVER, RINGS ONLY, AND COVERS ONLY, SIGMA MB-344 (CW18) OR EQUIVALENT. *"S" OR "SEWER" ON COVERS.	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
Ring/box & cover*			200	\$ NB	\$ NB
Cover only*			25	\$ NB	\$ NB
Total Lot 5					\$ NB

LOT #6 – ROUND PVC VALVE BOX W/ LID AND LIDS ONLY, NDS 111BC OR EQUIVALENT. *"S" OR "SEWER" ON COVERS.	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
Box w/lid*			200	9	1800
Total Lot 6					\$

LOT #7 – HYMAX® COUPLING 260 PSI 1.5" – 12", 232 – 260 PSI 14" – 24", ONLY.	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
4"			8	\$ 227	\$ 1816
6"			20	\$ 300	\$ 6000
8"			12	\$ 339	\$ 4068
Total Lot 7					\$ 13684

LOT #8 – CAST IRON RING & COVERS FOR MANHOLES, "CITY OF COLUMBIA", "SEWER"	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
US Foundry USF755R&NR 26" x 8" standard			120	\$ 370	\$ 44400
Total Lot 8					\$ 44400

LOT #9 – SEWER AIR RELEASE VALVES	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
A.R.I. D25 2" NPT, Nylon 3, 150 PSI or equal			10	\$ 989	\$ 9890
Total Lot 9					\$ 9890

LOT #10 – STEEL MANHOLE RISER RINGS, ADJUSTABLE, ONE-PIECE ASSEMBLY, WITH +/- 1/2" DIAMETER CHANGE. AMERICAN HIGHWAY PRODUCTS LTD. OR EQUAL	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	UNITS	UNIT COST	EXTENDED COST
23" Diameter x 1" Rise			20	\$ 60	\$ 1200
23" Diameter x 2" Rise			20	\$ 75	\$ 1500
26" Diameter x 1" Rise			20	\$ 160	\$ 3200
26" Diameter x 2" Rise			20	\$ 188	\$ 3760
Total Lot 10					\$ 9660

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

APPENDIX - PRIME BUSINESS INFORMATION STATEMENT

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

Offeror/Respondent's Business Name: Ferguson Water Works

Headquarters Address: 12500 Jefferson Ave
Newport News VA 23602

Local Office Address, if applicable: 166 pontiac business center dr.
Elgin SC 29045

Phone No.: 803 462 0868 Fax No.: 803 462 0870

Email address: jimmy.READY@ferguson.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 54-1211771

DUNS Number: _____

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

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

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

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

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

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

Name/Title: Jimmy Ready outside Sales

Phone Number: 864 243 7088

Form Completed by:

Jimmy Ready
Authorized Signature

7/1/22
Date

EXHIBIT D

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

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

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

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

Please check only one box below.

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

☐ ☐ All identified actual or potential Conflicts of Interest and/or Unfair

Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.

N/A

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

no

10. Prior to the solicitation release date, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?

Company Name: Ferguson Waterworks
By: [Signature]
Print Name: Jimmy Ready
Title: Outside sales
Date: 7/1/22

Subscribed and sworn to before me

this 1st day of July, 2022

[Signature]
(Notary Public)

My commission expires 4/19/2029

Robert A. Wels
NOTARY PUBLIC
State of South Carolina
My Commission Expires 4/19/2029

1 Lot #1

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$49,112.00	\$49,112.00	
Fortiline, Inc.	1	EA		\$51,862.16	\$51,862.16	
Ferguson WW	1	EA		\$51,947.40	\$51,947.40	

2 Lot #2

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$18,100.00	\$18,100.00	
Ferguson WW	1	EA		\$190,775.70	\$190,775.70	
Fortiline, Inc.	1	EA		No Bid		

3 Lot #3

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$67,866.25	\$67,866.25	
Ferguson WW	1	EA		\$76,300.00	\$76,300.00	
Fortiline, Inc.	1	EA		\$96,729.75	\$96,729.75	

4 Lot #4

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$51,205.00	\$51,205.00	
Ferguson WW	1	EA		\$73,240.00	\$73,240.00	
Fortiline, Inc.	1	EA		\$85,849.75	\$85,849.75	

5 Lot #5

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$6,990.00	\$6,990.00	
Fortiline, Inc.	1	EA		\$25,384.50	\$25,384.50	
Ferguson WW	1	EA		No Bid		

6 Lot #6

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$1,646.00	\$1,646.00	
Ferguson WW	1	EA		\$1,800.00	\$1,800.00	
Fortiline, Inc.	1	EA		\$2,600.00	\$2,600.00	

7 Lot #7

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
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Core & Main	1	EA	\$9,784.00	\$9,784.00	16.c
Fortiline, Inc.	1	EA	\$13,473.04	\$13,473.04	
Ferguson WW	1	EA	\$13,684.00	\$13,684.00	

8	Lot #8					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$35,400.00	\$35,400.00	
Ferguson WW	1	EA		\$44,400.00	\$44,400.00	
Fortiline, Inc.	1	EA		\$46,119.60	\$46,119.60	

9	Lot #9					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$9,040.00	\$9,040.00	
Ferguson WW	1	EA		\$9,890.00	\$9,890.00	
Fortiline, Inc.	1	EA		\$13,320.00	\$13,320.00	

10	Lot #10					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Ferguson WW	1	EA		\$9,660.00	\$9,660.00	
Fortiline, Inc.	1	EA		No Bid		
Core & Main	1	EA		No Bid		

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1 Lot #1

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$14,216.00	\$14,216.00	
Fortiline, Inc.	1	EA		\$19,320.00	\$19,320.00	TYPICALLY IN STOCK HOWEVER NOT IN THE

2 Lot #2

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$453,978.00	\$453,978.00	
Fortiline, Inc.	1	EA		\$697,429.75	\$697,429.75	

3 Lot #3

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Fortiline, Inc.	1	EA		\$23,883.80	\$23,883.80	
Core & Main	1	EA		\$24,760.00	\$24,760.00	

4 Lot #4

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$5,606.00	\$5,606.00	
Fortiline, Inc.	1	EA		\$10,700.00	\$10,700.00	

5 Lot #5

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$8,420.00	\$8,420.00	
Fortiline, Inc.	1	EA		\$9,460.00	\$9,460.00	

6 Lot #6

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$3,464.00	\$3,464.00	
Fortiline, Inc.	1	EA		No Bid		

7 Lot #7

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Fortiline, Inc.	1	EA		\$6,331.08	\$6,331.08	
Core & Main	1	EA		\$6,786.00	\$6,786.00	

8 Lot #8

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$11,654.50	\$11,654.50	

Fortiline, Inc.

1

EA

\$18,388.08

\$18,388.08

17.a

9 **Lot #9**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$9,171.00	\$9,171.00	
Fortiline, Inc.	1	EA		\$17,336.00	\$17,336.00	

10 **Lot #10**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$1,030.00	\$1,030.00	
Fortiline, Inc.	1	EA		No Bid		

11 **Lot #11**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$12,374.00	\$12,374.00	
Fortiline, Inc.	1	EA		\$18,760.00	\$18,760.00	

12 **Lot #12**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$3,058.00	\$3,058.00	
Fortiline, Inc.	1	EA		\$5,676.00	\$5,676.00	

13 **Lot #13**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$8,785.00	\$8,785.00	
Fortiline, Inc.	1	EA		\$11,615.00	\$11,615.00	

14 **Lot #14**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$43,347.00	\$43,347.00	
Fortiline, Inc.	1	EA		\$74,238.00	\$74,238.00	

15 **Lot #15**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$59,941.00	\$59,941.00	
Fortiline, Inc.	1	EA		No Bid		

16 **Lot #16**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
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Core & Main	1	EA	\$2,040.00	\$2,040.00	17.a
Fortiline, Inc.	1	EA	No Bid		

17	Lot #17						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Core & Main	1	EA		\$86,110.00	\$86,110.00	
	Fortiline, Inc.	1	EA		\$115,778.00	\$115,778.00	

18	Lot #18						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Core & Main	1	EA		\$62,887.39	\$62,887.39	
	Fortiline, Inc.	1	EA		\$128,239.24	\$128,239.24	

19	Lot #19						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Core & Main	1	EA		\$15,980.00	\$15,980.00	
	Fortiline, Inc.	1	EA		No Bid		

20	Lot #20						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Core & Main	1	EA		\$14,406.00	\$14,406.00	
	Fortiline, Inc.	1	EA		No Bid		

21	Lot #21						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Core & Main	1	EA		\$110,345.00	\$110,345.00	
	Fortiline, Inc.	1	EA		\$186,480.00	\$186,480.00	

22	Lot #22						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Core & Main	1	EA		\$1,537.50	\$1,537.50	
	Fortiline, Inc.	1	EA		\$2,875.00	\$2,875.00	

23	Lot #23						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Fortiline, Inc.	1	EA		\$12,240.00	\$12,240.00	
	Core & Main	1	EA		\$12,274.00	\$12,274.00	

24	Lot #24						
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Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Fortiline, Inc.	1	EA		\$804.00	\$804.00	QUOTING 1" SCHEDULE 40 AS ALTERNATE.
Core & Main	1	EA		No Bid		

25 Lot #25

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$32,602.50	\$32,602.50	
Fortiline, Inc.	1	EA		\$54,334.25	\$54,334.25	

26 Lot #26

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$8,380.00	\$8,380.00	
Fortiline, Inc.	1	EA		\$10,482.50	\$10,482.50	

27 Lot #27

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$35,924.50	\$35,924.50	
Fortiline, Inc.	1	EA		\$75,435.00	\$75,435.00	

28 Lot #28

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$10,039.80	\$10,039.80	
Fortiline, Inc.	1	EA		\$19,140.00	\$19,140.00	

29 Lot #29

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$14,845.00	\$14,845.00	
Fortiline, Inc.	1	EA		\$24,106.70	\$24,106.70	

30 Lot #30

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Core & Main	1	EA		\$10,957.50	\$10,957.50	
Fortiline, Inc.	1	EA		\$24,800.00	\$24,800.00	

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



CONTRACT FOR GOODS and/or SERVICES

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

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

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

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

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

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

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

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

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

5. **COMPENSATION**

- A. The compensation to be paid by the City to the Vendor under this Agreement, for Lot(s) 1, 2, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, and 30 of Water Distribution & Maintenance Annual Repair Materials, shall not exceed One Million, One Hundred Twenty-Four Thousand, Three Hundred Eighty-Seven Thousand, Dollars and Sixty-Eight Cents, (\$1,124,387.68).
- B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods and/or services, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

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

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

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

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

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

7. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

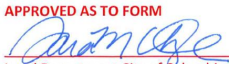
City of Columbia and Core & Main, LP
Water Distribution & Maintenance Annual Repair Materials

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager
Date: _____
APPROVED AS TO FORM

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

LP
CORE & MAIN, LLC 

Michael Manning, Regional Director
Print

DocuSigned by:

7C28815D28224B5...
Signature
Date: August 11, 2022

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

List of Exhibits

Exhibit A – Scope of Goods and/or Services

Exhibit B – Cost Sheet

Exhibit C- Business Information Statement for Contractors

Exhibit D – Signed Conflict of Interest Statement

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

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

The Contractor will:

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

August 11, 2022

DS
MM



Core & Main LP Warranty

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

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 15

VIII. COST SHEET

Ehibit B

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

Please see:

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

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

<u>LOT #2 – Brass Goods</u>	Typically IN-Stock Yes Or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾" straight three-part union, pack joint connection for CTS O.D. tubing both ends, Ford C44-33, Mueller P15403-250N or equal		Approx 26-35 weeks	25	\$ <u>20.00</u>	\$ <u>500.00</u>
1 ½" straight three-part union, pack joint connection for CTS O.D. tubing, both ends, Ford C44-66, Mueller P15403-500N or equal		↓	5	\$ <u>75.00</u>	\$ <u>375.00</u>
1"x3/4" reducing three-part union, pack Joint connection for CTS O.D. tubing, both Ford C44-34, Mueller P15403-1x3/4N or equal			300	\$ <u>21.20</u>	\$ <u>6360.00</u>
2" straight three-part union, pack joint connection for CTS O.D. tubing, both ends, AY MCDONALD 74758-22-2x2 or equal			5	\$ <u>104.00</u>	\$ <u>520.00</u>
¾" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-33, Mueller P15428-250N or equal			900	\$ <u>15.70</u>	\$ <u>14,130.00</u>
1" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-44, Mueller P15428-330N or equal		↓	750	\$ <u>18.50</u>	\$ <u>13,875.00</u>

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 16

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 17

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 18

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 19

<u>LOT #2 – Brass Goods</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1" meter swivel nut by 1 1/4" pack joint for or plastic (C.T.S.) tubing, FORD C34-45-NL or equal		Approx 25-35 weeks	1	\$ <u>58.00</u>	\$ <u>58.00</u>
1 ½" ball corporation stop valve, AWWA Taper (cc) thread inlet X AWWA taper (cc) M.I.P. thread outlet, Mueller B2996-500N or equal			1	\$ <u>170.00</u>	\$ <u>170.00</u>
1" straight coupling Flare copper X M.I.P. outlet, Ford C28—44, Mueller H15425- 330N or equal			1	\$ <u>27.00</u>	\$ <u>27.00</u>
¾" straight ball meter with pack joint X Meter swivel nut for CTS OD. tubing, Mueller P24350R -250 or equal			1	\$ <u>63.00</u>	\$ <u>63.00</u>
			Total Lot 2		\$ <u>453,978.00</u>

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

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 20

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

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

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 21

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

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

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 22

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 23

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

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

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 24

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

<u>LOT #13 – Repair Clamps, Full Circle, Single Band For Iron Pipe, Smith-Blair #229 Only. Please Note, Smith Blair Has Three Bolts, All Others Have Only Two Bolts</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" x 7 ½" collar leak clamps, O.D. 2.38		2-3 weeks	75	\$ <u>75.00</u>	\$ <u>5625.00</u>
2 ½" x 7 ½" collar leak clamps, O.D. 2.88		↓	10	\$ <u>76.00</u>	\$ <u>760.00</u>
3" x 7 ½" collar leak clamps, O.D. 3.50			30	\$ <u>80.00</u>	\$ <u>2400.00</u>
	Total Lot 13 \$ <u>8785.00</u>				

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 25

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

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 26

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

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

LOT #17 – Fire Hydrants, 5 1/2", To Be Painted Red, 2 1/2" Hose Nozzle with National Standard Threads, 4 1/2" Steamer Nozzle with National Standard Threads, Open Right with Mechanical Joint Connections – Mueller Centurion, American Darling #B84B-5, M&H #929 Reliant, Clow Medallion, Only Acceptable	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2' Bury		Approx 35	6	\$ <u>2235.00</u>	\$ <u>13,410.00</u>
3' Bury		weeks	10	\$ <u>2350.00</u>	\$ <u>23,500.00</u>
4' Bury		↓	20	\$ <u>2460.00</u>	\$ <u>49,200.00</u>
Total Lot 17					\$ <u>86,110.00</u>

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 27

LOT #18 – Brass Fittings	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
Plugs					
			1	\$ _____	\$ _____
Plugs					
2"		3-7 days	1	\$ <u>11.00</u>	\$ <u>11.00</u>
1"			1	\$ <u>4.00</u>	\$ <u>4.00</u>
Couplings					
½"			1	\$ <u>3.00</u>	\$ <u>3.00</u>
¾"			100	\$ <u>3.19</u>	\$ <u>319.00</u>
1"			100	\$ <u>4.85</u>	\$ <u>485.00</u>
1 ¼"			1	\$ <u>10.00</u>	\$ <u>10.00</u>
1 ½"			50	\$ <u>10.28</u>	\$ <u>514.00</u>
2"			50	\$ <u>16.93</u>	\$ <u>846.50</u>
2 ½"			20	\$ <u>28.00</u>	\$ <u>560.00</u>
3"			10	\$ <u>38.86</u>	\$ <u>388.60</u>
Nipples					
¾" x close			250	\$ <u>1.79</u>	\$ <u>447.50</u>
1" x close			100	\$ <u>2.65</u>	\$ <u>265.00</u>
1 ¼" x close			1	\$ <u>3.99</u>	\$ <u>3.99</u>
1 ½" x close			100	\$ <u>5.19</u>	\$ <u>519.00</u>
2" x close			150	\$ <u>7.90</u>	\$ <u>1185.00</u>
3" x close			10	\$ <u>28.34</u>	\$ <u>283.40</u>
¾" x 2"			250	\$ <u>2.26</u>	\$ <u>565.00</u>
¾" x 3"			250	\$ <u>3.00</u>	\$ <u>750.00</u>
¾" x 4"			150	\$ <u>3.95</u>	\$ <u>592.50</u>
¾" x 5"			50	\$ <u>4.74</u>	\$ <u>237.00</u>
¾" x 6"			150	\$ <u>5.76</u>	\$ <u>864.00</u>
¾" x 12"			100	\$ <u>11.03</u>	\$ <u>1103.00</u>
1" x 2"			150	\$ <u>3.27</u>	\$ <u>490.50</u>
1" x 3"			50	\$ <u>4.38</u>	\$ <u>219.00</u>
1" x 4"			100	\$ <u>5.70</u>	\$ <u>570.00</u>
1" x 5"			100	\$ <u>7.04</u>	\$ <u>704.00</u>
1" x 6"			100	\$ <u>8.40</u>	\$ <u>840.00</u>
1" x 12"			50	\$ <u>16.54</u>	\$ <u>827.00</u>

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 28

<u>LOT #18 – Brass Fittings</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
<u>Nipples</u>					
1 ¼" x 2"		5-7 days	10	\$ <u>4.56</u>	\$ <u>45.60</u>
1 ¼" x 3"			10	\$ <u>6.10</u>	\$ <u>61.00</u>
1 ¼" x 4"			10	\$ <u>8.03</u>	\$ <u>80.30</u>
1 ¼" x 5"			10	\$ <u>9.81</u>	\$ <u>98.10</u>
1 ¼" x 6"			10	\$ <u>11.72</u>	\$ <u>117.20</u>
1 ¼" x 12"			10	\$ <u>23.15</u>	\$ <u>231.50</u>
1 ½" x 2"			25	\$ <u>5.58</u>	\$ <u>139.50</u>
1 ½" x 3"			25	\$ <u>7.68</u>	\$ <u>192.00</u>
1 ½" x 4"			25	\$ <u>10.00</u>	\$ <u>250.00</u>
1 ½" x 5"			25	\$ <u>12.44</u>	\$ <u>311.00</u>
1 ½" x 6"			100	\$ <u>14.78</u>	\$ <u>1478.00</u>
1 ½" x 12"			100	\$ <u>29.00</u>	\$ <u>2900.00</u>
1 ½" x 36"			5	\$ <u>102.94</u>	\$ <u>514.70</u>
2" x 3"			100	\$ <u>9.85</u>	\$ <u>985.00</u>
2" x 4"			100	\$ <u>12.87</u>	\$ <u>1287.00</u>
2" x 5"			100	\$ <u>15.92</u>	\$ <u>1592.00</u>
2" x 6"			100	\$ <u>19.00</u>	\$ <u>1900.00</u>
2" x 12"			125	\$ <u>37.45</u>	\$ <u>4681.25</u>
2" x 36"			5	\$ <u>132.88</u>	\$ <u>664.40</u>
2 ½" x 6"			10	\$ <u>38.19</u>	\$ <u>381.90</u>
2 ½" x 12"			10	\$ <u>72.44</u>	\$ <u>724.40</u>
3" x 2"			5	\$ <u>28.34</u>	\$ <u>141.70</u>
3" x 3"			5	\$ <u>29.45</u>	\$ <u>147.25</u>
3" x 4"			5	\$ <u>37.53</u>	\$ <u>187.65</u>
3" x 6"			5	\$ <u>53.60</u>	\$ <u>268.00</u>
3" x 12"			5	\$ <u>103.68</u>	\$ <u>518.40</u>
<u>Bends</u>					
¾" x 45 degree			10	\$ <u>3.95</u>	\$ <u>39.50</u>
¾" x 90 degree			25	\$ <u>3.95</u>	\$ <u>98.75</u>
1" x 45 degree			25	\$ <u>6.65</u>	\$ <u>166.25</u>
1" x 90 degree			100	\$ <u>6.08</u>	\$ <u>608.00</u>
1 ½" x 90 degree			50	\$ <u>12.07</u>	\$ <u>603.50</u>

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 29

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 30

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

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

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 31

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

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

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

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 32

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

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

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

BID0039-21-22-KSB-Water Distribution & Maintenance Annual Repair Materials

Page 33

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

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

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

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

Business Information Record for Subconsultants/Subcontractors

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male
BM – African American Male **FB** – Non-Minority Female Owned
HM – Hispanic American Male **NF** – Native American Female

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

COMBINED TOTAL SUB AMOUNT \$ _____
TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: - _____

Representative Name/Title: _____

Date: _____

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

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code + 4 _____

(____) _____
Phone number(____) _____
Fax number

Primary Contact Name _____

Secondary Contact Name _____

Primary Contact Email Address _____

Secondary Contact Email Address _____

Federal ID # _____

Vendor # _____

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

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code + 4 _____

(____) _____
Phone number(____) _____
Fax number

Primary Contact Name _____

Secondary Contact Name _____

Primary Contact Email Address _____

Secondary Contact Email Address _____

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

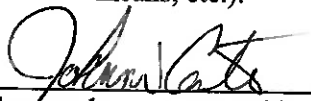
Exhibit D

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

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

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

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

Please check only one box below.

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

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

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

No

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

Company Name: Core & Main LP

By: Did Not Attend

Print Name: Jhannie Carter

Title: Branch Manager

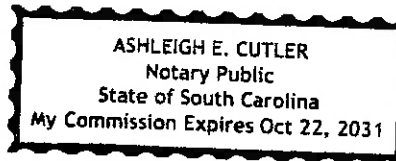
Date: 6-30-22

Subscribed and sworn to before me

this 30 day of June, 2022

A. E. Cutler

(Notary Public)



My commission expires 10/22/2031

City of Columbia and Fortiline Inc.
Water Distribution & Maintenance Annual Repair Materials



CONTRACT FOR GOODS and/or SERVICES

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

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Fortiline, Inc. with legal address and principal place of business at 120 North Shorecrest Road, Columbia, SC 29292 (hereinafter referred to as the “Vendor”), for the purchase of Water Distribution & Maintenance Annual Repair Materials.

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

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

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

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

City of Columbia and Fortiline Inc.
Water Distribution & Maintenance Annual Repair Materials

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

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

5. **COMPENSATION**

- A. The compensation to be paid by the City to the Vendor under this Agreement, for Lot(s) 3, 7, 23, and 24 of Water Distribution & Maintenance Annual Repair Materials, shall not exceed Forty-Six Thousand, Seven Hundred Nineteen Thousand, Dollars and Sixty Cents, (\$46,719.60).

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

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

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

City of Columbia and Fortiline Inc.
Water Distribution & Maintenance Annual Repair Materials

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

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

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

7. **MISCELLANEOUS**

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

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

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

City of Columbia and Fortiline Inc.
Water Distribution & Maintenance Annual Repair Materials

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Vendor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Vendor.
- F. This Agreement represents the entire agreement between the City and the Vendor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
- The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of goods and/or services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Vendor.
- G. The failure of either the Vendor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Vendor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

City of Columbia and Fortiline Inc.
Water Distribution & Maintenance Annual Repair Materials

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

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

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

City of Columbia and Fortiline Inc.
Water Distribution & Maintenance Annual Repair Materials

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

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

FORTILINE, INC.



Kyle Twedt
Print

Kyle Twedt
Signature

Date: 8.8.22

City of Columbia and Fortiline Inc.
Water Distribution & Maintenance Annual Repair Materials

List of Exhibits

Exhibit A – Scope of Goods and/or Services

Exhibit B – Cost Sheet

Exhibit C- Business Information Statement for Contractors

Exhibit D – Signed Conflict of Interest Statement

EXHIBIT A

Scope of Goods and/or Services

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

The Contractor will:

- a. Provide item(s) specified that are new and of the current manufacturer in Lot(s) 3, 7, 23, and 24.
- b. Pick up all item(s) found defective or not meeting specifications and replace items within fourteen (14) business days after notification at no expense to the City of Columbia.
- c. Supply a standard warranty for all awarded item(s) in lot(s). The warranty period shall commence upon acceptance of the materials. Copies of the warranties provided with delivery of the materials.
- d. Contact the current Warehouse & Inventory Manager to inquire what quantities from each lot he/she would like to order after receiving the purchase order. The vendor will deliver any orders the Warehouse & Inventory Manager places within ninety days.
- e. Be responsible for managing and adhering to all contract terms in their entirety to include ensuring that all approvals and policies is upheld when using their services. The vendor will confirm receipt of the order via email when orders received from the Warehouse & Inventory Manager.
- f. Be authorized to deliver only those items covered by the contract. If a review of orders placed by the City reveals any item(s) other than the item(s) covered in the contract have been delivered, the Purchasing Agent will take steps as necessary to have the item(s) returned to the Contractor at no cost to the City regardless of the time elapsed between the date of delivery and discovery of the violation. Full credit of payment demanded by the City in the event of unapproved substitutions. Compliance with this requirement is the joint responsibility of the City and the Contractor. Violation of this clause may result in further sanctions.
- g. Send all invoices broken up by the awarded lot(s). No invoice should have more than one lot on it. The invoice must reference the PO Number, Lot Number, and Manufacturer's Sales Number on all invoices.

VIII. COST SHEET

EXHIBIT B

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

Please see:

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

<u>LOT #1 – Plastic Tubing – PE 3408, 200#, CTS –Polyethylene Domestic Only, Silver-Line SDR9, Sil-O-Flex or Equal. (100 Ft Rolls Only)</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾"	YES*	10-12 wks	10,000	\$.51	\$ 5100.00
1"	YES*	10-12 wks	12,000	\$.83	\$ 9960.00
1 ½"	YES*	10-12 wks	400	\$ 1.74	\$ 696.00
2"	YES*	10-12 wks	1,200	\$ 2.97	\$ 3,564.00
* TYPICALLY IN STOCK BUT NOT IN THESE QTY'S MANUFACTURER ORDER WILL BE NECESSARY					Total Lot 1 \$ 19,320

<u>LOT #2 – Brass Goods</u>	Typically IN-Stock Yes Or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾" straight three-part union, pack joint connection for CTS O.D. tubing both ends, Ford C44-33, Mueller P15403-250N or equal		12 to 26 weeks	25	\$ 35.50	\$ 887.50
1 ½" straight three-part union, pack joint connection for CTS O.D. tubing, both ends, Ford C44-66, Mueller P15403-500N or equal			5	\$ 135.75	\$ 678.75
1"x3/4" reducing three-part union, pack Joint connection for CTS O.D. tubing, both Ford C44-34, Mueller P15403-1x3/4N or equal			300	\$ 41.25	\$ 12,375.00
2" straight three-part union, pack joint connection for CTS O.D. tubing, both ends, AY MCDONALD 74758-22-2x2 or equal			5	\$ 183.25	\$ 916.25
¾" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-33, Mueller P15428-250N or equal			900	\$ 29.25	\$ 26,325.00
1" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-44, Mueller P15428-330N or equal			750	\$ 34.50	\$ 28,875.00

LOT #2 – Brass Goods	Typically IN-Stock Yes Or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1 ¼" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-55, Mueller P15428-420N or equal		1260 26 WEEKS	15	\$ <u>66.00</u>	\$ <u>990.00</u>
1 ½" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-66, Mueller P15428-550N or equal			75	\$ <u>94.50</u>	\$ <u>7087.50</u>
2" straight coupling, pack joint connection for CTS O.D. tubing x M.I.P. thread, Ford C84-77, Mueller P15428-550N or equal			200	\$ <u>137.50</u>	\$ <u>27,550.00</u>
1" straight coupling, pack joint connection for CTS O.D. P.E.P. x M.I.P. thread, Ford C86-44 or equal			300	\$ <u>38.75</u>	\$ <u>11,625.00</u>
2" straight coupling, pack joint connection for CTS O.D. P.E.P. x M.I.P. thread, Ford C86-77 or equal			125	\$ <u>21.25</u>	\$ <u>2,656.25</u>
¾" straight coupling, pack joint connection for CTS O.D. tubing x F.I.P. thread, Ford C14-33, Mueller P15451-250N or equal			750	\$ <u>30.75</u>	\$ <u>23,062.50</u>
1" straight coupling, pack joint connection for CTS O.D. tubing x F.I.P. thread, Ford C14-44, Mueller P15451-330N or equal			300	\$ <u>41.75</u>	\$ <u>12,525.00</u>
1 ¼" straight coupling, pack joint connection for CTS O.D. tubing x F.I.P. thread, Ford C14-55, Mueller P15451-420N or equal			15	\$ <u>76.00</u>	\$ <u>1,140.00</u>
1 ½" straight coupling, pack joint connection for CTS O.D. tubing x F.I.P. thread, Ford C14-66, Mueller P15451-500N or equal			50	\$ <u>121.00</u>	\$ <u>6,050.00</u>
2" straight coupling, pack joint connection for CTS O.D. tubing x F.I.P. thread, Ford C14-76, Mueller P15451-550N or equal			125	\$ <u>144.00</u>	\$ <u>18,000.00</u>
2" straight coupling, pack joint connection for CTS O.D. P.E.P. x F.I.P. thread, Ford C17-77 or equal			10	\$ <u>197.75</u>	\$ <u>1,977.50</u>
¾" compression curb stops, regular pattern, pack joint connection or CTS O.D. tubing x F.I.P. with lock wing feature, Ford B41-333W, Mueller P25172-250N or equal			700	\$ <u>77.50</u>	\$ <u>54,250.00</u>

LOT #2 – Brass Goods	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1" compression curb stops, regular pattern, pack joint connection for CTS O.D. tubing x F.I.P with lock wing feature, Ford B41-444 W, Mueller P25172-330N or equal		12 TO 26 WEEKS	800	\$ <u>138.25</u>	\$ <u>110,600.00</u>
¾" straight ball service valve, F.I.P x F.I.P., tee-head with lock wing feature, Ford B11-333W Mueller B20200-250N or equal		12 TO 26 WEEKS	300	\$ <u>65.50</u>	\$ <u>19,650.00</u>
1" straight ball service valve, F.I.P. x F.I.P., tee head with locking wing feature, Ford B11-444W, Mueller B20200-330N or equal			200	\$ <u>115.75</u>	\$ <u>23,150.00</u>
1 ¼" straight ball service valve, F.I.P x F.I.P., tee-head with lock wing feature, Ford B11-555W, Mueller B20200-420N or equal			2	\$ <u>257.50</u>	\$ <u>515.00</u>
1 ½" straight ball service valve, F.I.P. x F.I.P., tee-head with lock wing feature, Ford B11-666W, Mueller B20200-500N or equal			100	\$ <u>322.75</u>	\$ <u>32,275.00</u>
2" straight ball service valve, F.I.P. x F.I.P., tee-head with lock wing feature, Ford B11-777W, Mueller B20200-550N or equal			150	\$ <u>469.75</u>	\$ <u>70,462.00</u>
¾" corporation stop valve, AWWA taper (cc) thread inlet x pack joint connection for CTS O.D. tubing outlet, full port, Ford F1000-3, Mueller P15008-250N or equal			10	\$ <u>63.50</u>	\$ <u>635.00</u>
1" corporation stop valve, AWWA taper (cc) thread inlet x pack joint connection for O.D. tubing outlet, full port, Ford F1000-4, Mueller 15008-330N or equal			300	\$ <u>96.13</u>	\$ <u>28,839.00</u>
2" ball corporation stop valve, AWWA Taper (cc) thread inlet x AWWA taper (cc) M.I.P. thread outlet, Mueller B2996-550N or equal			20	\$ <u>433.50</u>	\$ <u>8,670.00</u>
1 ½" corporation stop valve, AWWA taper (cc) thread inlet x increased M.I.P. outlet, full port, Ford FB8000-6, Mueller B2003N-500N or equal			10	\$ <u>254.75</u>	\$ <u>2,542.50</u>
2" corporation stop valve, AWWA taper (cc) thread inlet x increased M.I.P. outlet full port, Ford FB800-7, Mueller B2003-550N or equal			100	\$ <u>433.50</u>	\$ <u>43,350.00</u>
¾" straight coupling flare copper x M.I.P. Outlet Ford C28-33, Mueller H15425-250N or equal		12 TO 26 WEEKS	10	\$ <u>26.00</u>	\$ <u>260.00</u>
¾" x 5/8" NL Angle Plug Style Meter Stop FNPT x Meter Swivel Nut with Saddle. AY McDonald 74604, part number 5133-352 or equal			20	\$ <u>60.50</u>	\$ <u>1,210.00</u>

LOT #2 – Brass Goods	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾" x 7" meter relocater, horizontal style, Meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford VBHH42-7W, Mueller B24118-R2A-7N or equal		12 to 26 weeks	100	\$ <u>187.⁵⁰</u>	\$ <u>18,758.⁰⁰</u>
¾" x 7" meter relocater, horizontal style, Meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford VBHH42-7W, Mueller B24118-R2A-7N or equal		↑ DUPLICATE ↓	100	\$ <u>EX</u>	\$ <u>EX</u>
¾" x 9" meter relocater, horizontal style, Meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford VBHH42-9W, Mueller B24118-R2A-9N or equal			100	\$ <u>189.⁵⁰</u>	\$ <u>18,950.⁰⁰</u>
¾" x 12" meter relocater, horizontal style, Meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford BHH42-12W Mueller B24118-R2A-12N or equal			50	\$ <u>195.⁷⁵</u>	\$ <u>9,787.⁵⁰</u>
¾" x 15" meter relocater, horizontal style, meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford VBHH42-15W, Mueller B24118-R2A-15N or equal			50	\$ <u>203.⁵⁰</u>	\$ <u>10,175.⁰⁰</u>
¾" x 4" meter relocater, offset style, meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, McDonald series 17, Ford RETRO- 2BVBHH-NL, Mueller B2446N-R2A-4N equal			100	\$ <u>200.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
1" x 10" meter relocater, meter thread x meter thread, with angle dual check valve on outlet and angle ball valve on inlet, Ford V4410W, Mueller B or equal			50	\$ <u>387.⁷⁵</u>	\$ <u>19,387.⁵⁰</u>
The rest of the items in Lot 2 are requested a price of 1 quantity in unforeseen future needs					
1" straight three-part union, pack joint connection for CTS OD. tubing, both ends, Ford C44-44, Mueller P15403-330N or equal		↓	1	\$ <u>40.⁷⁵</u>	\$ <u>40.75</u>
¾" straight coupling, pack joint connection For CTS OD. P.E.P. X M.I.P. thread, Ford C86-33 or equal			1	\$ <u>38.⁷⁵</u>	\$ <u>38.75</u>

LOT #2 – Brass Goods	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1" meter swivel nut by 1 1/4" pack joint for or plastic (C.T.S.) tubing, FORD C34-45-NL or equal		12 to 26 weeks	1	\$ <u>41.00</u>	\$ <u>41.00</u>
1 1/2" ball corporation stop valve, AWWA Taper (cc) thread inlet X AWWA taper (cc) M.I.P. thread outlet, Mueller B2996-500N or equal		↓	1	\$ <u>254.25</u>	\$ <u>254.25</u>
1" straight coupling Flare copper X M.I.P. outlet, Ford C28—44, Mueller H15425- 330N or equal			1	\$ <u>37.00</u>	\$ <u>37.00</u>
3/4" straight ball meter with pack joint X Meter swivel nut for CTS OD. tubing, Mueller P24350R -250 or equal			1	\$ <u>87.50</u>	\$ <u>87.50</u>
	Total Lot 2				\$ <u>697,429.75</u>

<u>LOT #3 – Straight Couplings, Ford or AY Mcdonald Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾" straight coupling, pack joint or compression connection with set-screw for use on steel pipe x M.I.P. thread. Ford C85-33 or equal	NO	10-12 WEEKS	400	\$ <u>29.12</u>	\$ <u>11,648.00</u>
1" straight coupling, pack joint or compression connection with set-screw for use on steel pipe x M.I.P. thread. Ford C85-44 or equal	NO	↓	300	\$ <u>34.49</u>	\$ <u>10,347.00</u>
1 ½" straight coupling, pack joint or compression connection with set-screw for use on steel pipe x M.I.P. thread. Ford C85-66 or equal	NO		20	\$ <u>94.44</u>	\$ <u>1,888.80</u>
				Total Lot 3	\$ <u>23,883.80</u>

<u>LOT #4 – Steel Couplings For Steel Pipe – 2-Bolt With Cast Followers, Steel Sleeve and Galvanized Bolts, Romac 511, JCM 201, or Equal</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1 1/4" couplings, nom..O.D. 1.66	YES	10-16 wks	5	\$ <u>48.00</u>	\$ <u>240.00</u>
1 1/2" couplings, nom. O.D. 1.90	↓	↓	50	\$ <u>57.00</u>	\$ <u>2850.00</u>

<u>LOT #4 – Steel Couplings For Steel Pipe – 2-Bolt with Cast Followers, Steel Sleeve and Galvanized Bolts, Romac 511, JCM 201, or Equal</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" couplings, nom. O.D. 2.375	Yes	10 ¹ -16 weeks	100	\$ 65 ⁰⁰	\$ 6500 ⁰⁰
3" couplings, nom. O.D. 1.05	↓	↓	10	\$ 101 ⁰⁰	\$ 1010 ⁰⁰
2 ½" couplings, nom.O.D. 2.88	↓	↓	1	\$ 100 ⁰⁰	\$ 100 ⁰⁰
Total Lot 4					\$ 10,700 ⁰⁰

<u>LOT #5 – Mechanical Joint Bolt and Gasket Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
3" bolt & gasket kits	Yes	4-8 wks	10	\$ 13 ⁰⁰	\$ 130 ⁰⁰
4" bolt & gasket kits	↓	↓	20	\$ 18 ⁰⁰	\$ 360 ⁰⁰
6" bolt & gasket kits	↓	↓	200	\$ 23 ⁰⁰	\$ 4600 ⁰⁰
8" bolt & gasket kits	↓	↓	20	\$ 26 ⁰⁰	\$ 520 ⁰⁰
10" bolt & gasket kits	↓	↓	10	\$ 37 ⁰⁰	\$ 370 ⁰⁰
12" bolt & gasket kits	↓	↓	30	\$ 38 ⁰⁰	\$ 1140 ⁰⁰
16" bolt & gasket kits	↓	↓	10	\$ 58 ⁰⁰	\$ 580 ⁰⁰
18" bolt & gasket kits	↓	↓	10	\$ 78 ⁰⁰	\$ 780 ⁰⁰
24" bolt & gasket kits	↓	↓	10	\$ 98 ⁰⁰	\$ 980 ⁰⁰
Total Lot 5					\$ 9460 ⁰⁰

<u>LOT #6 – Dresser Couplings JCM 242</u> <u>Optimum Long Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4" 4.22-5.60 OD	No	BID	10	\$	\$
6" 6.28-7.60 OD			6	\$	\$
8" 8.40-9.75 OD			4	\$	\$
				Total Lot 6	\$

<u>LOT #7 – Tapping Sleeves, Cast Iron, Mechanical Joint For Ductile Iron Pipe. Mueller H-615 or Equal</u>	Typically IN-Stock Yes or No	Current Lead Time from Manufacturer	UNITS	UNIT COST	EXTENDED COST
6" x 6"	NO	3-8 weeks	6	\$ 1055. ¹⁸	\$ 6331. ⁰⁸
Total Lot 7					\$ 6331. ⁰⁸

<u>LOT #8 – Megalugs For Cast Iron or Ductile Iron Pipe And For C-900 PVC Pipe. Sip Industries Ez Grip or Equal</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
3" megalug for iron pipe	YES ↓	2-8 WEEKS ↓	10	\$ 31.00	\$ 310. ⁰⁰
6" megalug for iron pipe			60	\$ 40. ⁰⁰	\$ 2400. ⁰⁰
8" megalug for iron pipe			20	\$ 61.00	\$ 1220. ⁰⁰
12" megalug for iron pipe			20	\$ 131.00	\$ 2620. ⁰⁰
16" megalug for iron pipe			4	\$ 239.00	\$ 956. ⁰⁰
18" megalug for iron pipe	NO ↓	↓	4	\$ 339.00	\$ 1356. ⁰⁰
20" megalug for iron pipe			4	\$ 421.00	\$ 1684. ⁰⁰
6" megalug for C-900			100	\$ 50.00	\$ 5000. ⁰⁰
8" megalug for C-900	YES ↓	↓	20	\$ 74.00	\$ 1480. ⁰⁰
Total Lot 8					\$ 18,388. ⁰⁸

<u>LOT #9 – Service Clamps, "CC" Thread With Neoprene Gaskets, Mueller DR2A, Ford F202, Smith Blair 313, JCM 402 or Romac 202U Only, Double Straps</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
6" x 1" Nom. O.D. Romac: 6.63-7.60 Mueller: 6.59-7.37 Ford: 6.63-7.61 Smith Blair & JCM: 6.84-7.60	YES ↓	8-12 WEEKS ↓	50	\$ 49.00	\$ 2450. ⁰⁰
6" x 2" Nom. O.D. Romac: 6.63-7.60 Mueller: 6.59-7.37 Ford: 6.63-7.61 Smith Blair & JCM: 6.84-7.60					
8" x 1" Nom. O.D. Romac: 8.63-9.80 Mueller: 8.54-9.79 JCM & Ford: 8.63-9.05 Smith Blair: 7.64-9.05					
	↓	↓	50	\$ 54.00	\$ 2,700. ⁰⁰

<u>LOT #9 – Service Clamps, "CC" Thread With Neopreme Gaskets, Mueller DR2A, Ford F202, Smith Blair 313, JCM 402 or Romac 202U Only, Double Straps</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
8" x 1 1/2" Nom. O.D. Romac: 8.63 – 9.80 Mueller: 8.54-9.79 JCM & Ford: 8.63-9.05 Smith Blair: 7.64-9.05	VARIES ↓	8-12 WEEKS ↓	10	\$ <u>67.00</u>	\$ <u>670.00</u>
10"x1" Nom. O.D. Romac: 11.10-12.12 Mueller & Smith Blair: 10.64-12.12 Ford: 10.64-12.13 JCM:10.75-11.10			10	\$ <u>69.00</u>	\$ <u>690.00</u>
10"x2" Nom. O.D. Romac: 11.10-12.12 Mueller & Smith Blair: 10.64-12.12 Ford: 10.64-12.13 JCM:10.75-11.10			10	\$ <u>88.00</u>	\$ <u>880.00</u>
12" x 1" Nom. O.D. Romac: 13.20-14.38 Mueller: 12.62-14.38 JCM: 13.10-14.38 Ford: 12.62-14.39 Smith Blair: 12.62-14.32			30	\$ <u>83.00</u>	\$ <u>2490.00</u>
12" x 2" Nom. O.D. Romac: 13.20-14.38 Mueller: 12.62-14.38 JCM: 13.10-14.38 Ford: 12.62-14.39 Smith Blair: 12.62-14.32			5	\$ <u>106.00</u>	\$ <u>530.00</u>
16" x 1" Nom. O.D. Romac: 17.40-18.90 JCM: 17.30-18.88 Mueller: 17.40-18.80 Smith Blair: 17.40-18.88			10	\$ <u>128.00</u>	\$ <u>1280.00</u>
16" x 2" Nom. O.D. Romac: 17.40-18.90 JCM: 17.30-18.88 Mueller: 17.40-18.80 Smith Blair: 17.40-18.88			4	\$ <u>184.00</u>	\$ <u>736.00</u>
24"x 1" Nom. O.D. Romac: 24.30-25.90 JCM, Ford, & Mueller: N/A Smith Blair: 25.75-25.85			6	\$ <u>265.00</u>	\$ <u>1590.00</u>
24"x 1 1/2" Nom. O.D. Romac: 24.30-25.90 JCM, Ford, & Mueller: N/A Smith Blair: 25.75-25.85	↓	↓	6	\$ <u>275.00</u>	\$ <u>1650.00</u>

<u>Lot #9 – Service Clamps, "Cc" Thread With Neopreme Gaskets, Mueller DR2A, Ford F202, Smith Blair 313, JCM 402 or ROMAC 202U ONLY, DOUBLE STRAPS</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
24" x 2" Nom. O.D. Romac: 24.30-25.90 JCM, Ford, & Mueller: N/A Smith Blair: 25.75-25.85			4	\$ <u>265⁰⁰</u>	\$ <u>1060⁰⁰</u>
Total Lot 9					\$ <u>17,336⁰⁰</u>

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

<u>LOT #11 – Service Clamps, "CC" Thread, PVC, Mueller DR2S Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" x 1" Nom. O.D. Mueller: 2.35-2.56			10	\$ <u>80⁰⁰</u>	\$ <u>800⁰⁰</u>
4" x 1" Nom. O.D. Mueller: 4.47-5.32			20	\$ <u>77⁰⁰</u>	\$ <u>1540⁰⁰</u>
6" x 1" Nom. O.D. Mueller: 6.59-7.37			50	\$ <u>89⁰⁰</u>	\$ <u>4450⁰⁰</u>
6" x 1 1/2" Nom. O.D. Mueller: 6.59-7.37			10	\$ <u>96⁰⁰</u>	\$ <u>960⁰⁰</u>
6" x 2" Nom. O.D. Mueller: 6.59-7.37			40	\$ <u>106⁰⁰</u>	\$ <u>4240⁰⁰</u>
8" x 1" Nom. O.D. Mueller: 8.54-9.79			30	\$ <u>105⁰⁰</u>	\$ <u>3150⁰⁰</u>
8" x 1 1/2" Nom. O.D. Mueller: 8.54-9.79			10	\$ <u>113⁰⁰</u>	\$ <u>1130⁰⁰</u>
8" x 2" Nom. O.D. Mueller: 8.54-9.79			10	\$ <u>125⁰⁰</u>	\$ <u>1250⁰⁰</u>
10" x 1" Nom. O.D. Mueller: 10.64-12.12			10	\$ <u>124⁰⁰</u>	\$ <u>1240⁰⁰</u>
Total Lot 11					\$ <u>18,760⁰⁰</u>

<u>LOT #12- Service Clamps, "CC" Thread, PVC, Mueller DR2S or JCM 404 Only</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
12" x 1" Nom. O.D. Mueller: 12.62-14.38 JCM: 12.75-13.50	YES	2-4 weeks	20	\$ <u>144.50</u>	\$ <u>2890.00</u>
12" x 1 1/2" Nom. O.D. Mueller: 12.62-14.38 JCM: 12.75-13.50	some sizes	↓	10	\$ <u>154.50</u>	\$ <u>1545.00</u>
16" x 1" Nom. O.D. JCM: 17.30-18.88 Mueller: N/A	↓	↓	2	\$ <u>197.50</u>	\$ <u>395.00</u>
16" x 1 1/2" Nom. O.D. JCM: 17.30-18.88 Mueller: N/A	↓	↓	2	\$ <u>211.50</u>	\$ <u>423.00</u>
16" x 2" Nom. O.D. JCM: 17.30-18.88 Mueller: N/A	↓	↓	2	\$ <u>211.50</u>	\$ <u>423.00</u>
				Total Lot 12	\$ <u>5,676.00</u>

<u>LOT #13 - Repair Clamps, Full Circle, Single Band For Iron Pipe, Smith-Blair #229 Only. Please Note, Smith Blair Has Three Bolts, All Others Have Only Two Bolts</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" x 7 1/2" collar leak clamps, O.D. 2.38	↓	6-10 weeks	75	\$ <u>97.00</u>	\$ <u>7275.00</u>
2 1/2" x 7 1/2" collar leak clamps, O.D. 2.88	VARIABLES	↓	10	\$ <u>101.00</u>	\$ <u>1010.00</u>
3" x 7 1/2" collar leak clamps, O.D. 3.50	↓	↓	30	\$ <u>111.00</u>	\$ <u>3330.00</u>
				Total Lot 13	\$ <u>11,615.00</u>

<u>LOT #14 - Repair Clamps, Full Circle, Single Band For Iron Pipe, Smith-Blair #226 or Equivalent. No JCM</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" x 7 1/2" O.D. range 2.35 - 2.63	VARIABLES	6-20 weeks	40	\$ <u>91.00</u>	\$ <u>3640.00</u>
2" x 12" O.D. range 2.35 - 2.63	BY SIZE	↓	10	\$ <u>161.00</u>	\$ <u>1,610.00</u>
2" x 15" O.D. range 2.35 - 2.63	↓	↓	10	\$ <u>217.00</u>	\$ <u>2,170.00</u>
2 1/2" x 7 1/2" O.D. range 2.70 - 3.00	↓	↓	10	\$ <u>98.00</u>	\$ <u>980.00</u>
3" x 7 1/2" O.D. range 3.46 - 3.70	↓	↓	30	\$ <u>108.00</u>	\$ <u>3240.00</u>
3" x 12" O.D. range 3.73 - 4.00	↓	↓	10	\$ <u>179.00</u>	\$ <u>1790.00</u>
4" x 7 1/2" O.D. range 4.74 - 5.14	↓	↓	30	\$ <u>123.00</u>	\$ <u>3690.00</u>

LOT #14 – Repair Clamps, Full Circle, Single Band For Iron Pipe, Smith-Blair #226 or Equivalent. No JCM	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4" x 12" O.D. range 4.74 – 5.14	VARIES BY SIZE <				

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

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

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

<u>LOT #17 – Fire Hydrants, 5 1/4", To Be Painted Red, 2 1/2" Hose Nozzle with National Standard Threads, 4 1/2" Steamer Nozzle with National Standard Threads, Open Right with Mechanical Joint Connections – Mueller Centurion, American Darling #B84B-5, M&H #929 Reliant, Clow Medallion, Only Acceptable</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2' Bury			6	\$ <u>3038⁰⁰</u>	\$ <u>18,228⁰⁰</u>
3' Bury			10	\$ <u>3117⁰⁰</u>	\$ <u>31,170⁰⁰</u>
4' Bury			20	\$ <u>3319⁰⁰</u>	\$ <u>66,380⁰⁰</u>
Total Lot 17					\$ <u>115,778⁰⁰</u>

LOT #18 – Brass Fittings	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
<u>Plugs</u>					
			1	\$ XXXX	\$ XXXX
<u>Plugs</u>					
2"			1	\$ <u>16.39</u>	\$ <u>16.39</u>
1"			1	\$ <u>4.98</u>	\$ <u>4.98</u>
<u>Couplings</u>					
½"			1	\$ <u>3.96</u>	\$ <u>3.96</u>
¾"			100	\$ <u>5.21</u>	\$ <u>521.00</u>
1"			100	\$ <u>7.93</u>	\$ <u>793.00</u>
1 ¼"			1	\$ <u>12.39</u>	\$ <u>12.39</u>
1 ½"			50	\$ <u>16.83</u>	\$ <u>841.50</u>
2"			50	\$ <u>29.43</u>	\$ <u>1,471.50</u>
2 ½"			20	\$ <u>46.52</u>	\$ <u>930.40</u>
3"			10	\$ <u>77.96</u>	\$ <u>779.60</u>
<u>Nipples</u>					
¾" x close			250	\$ <u>3.98</u>	\$ <u>995.00</u>
1" x close			100	\$ <u>5.87</u>	\$ <u>587.00</u>
1 ¼" x close			1	\$ <u>8.87</u>	\$ <u>8.87</u>
1 ½" x close			100	\$ <u>11.53</u>	\$ <u>1153.00</u>
2" x close			150	\$ <u>17.55</u>	\$ <u>2632.50</u>
3" x close			10	\$ <u>63.00</u>	\$ <u>630.00</u>
¾" x 2"			250	\$ <u>5.02</u>	\$ <u>1255.00</u>
¾" x 3"			250	\$ <u>6.71</u>	\$ <u>1677.50</u>
¾" x 4"			150	\$ <u>8.76</u>	\$ <u>1314.00</u>
¾" x 5"			50	\$ <u>10.51</u>	\$ <u>525.50</u>
¾" x 6"			150	\$ <u>12.79</u>	\$ <u>1918.50</u>
¾" x 12"			100	\$ <u>24.51</u>	\$ <u>2,451.00</u>
1" x 2"			150	\$ <u>7.25</u>	\$ <u>1087.50</u>
1" x 3"			50	\$ <u>9.74</u>	\$ <u>487.00</u>
1" x 4"			100	\$ <u>12.68</u>	\$ <u>1268.00</u>
1" x 5"			100	\$ <u>15.64</u>	\$ <u>1564.00</u>
1" x 6"			100	\$ <u>18.67</u>	\$ <u>1867.00</u>
1" x 12"			50	\$ <u>36.75</u>	\$ <u>1837.50</u>

<u>LOT #18 – Brass Fittings</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
Nipples					
1 ¼" x 2"			10	\$ <u>10.12</u>	\$ <u>101.20</u>
1 ¼" x 3"			10	\$ <u>13.55</u>	\$ <u>135.50</u>
1 ¼" x 4"			10	\$ <u>17.84</u>	\$ <u>178.40</u>
1 ¼" x 5"			10	\$ <u>21.79</u>	\$ <u>217.90</u>
1 ¼" x 6"			10	\$ <u>26.03</u>	\$ <u>260.30</u>
1 ¼" x 12"			10	\$ <u>51.46</u>	\$ <u>514.60</u>
1 ½" x 2"			25	\$ <u>12.40</u>	\$ <u>310.00</u>
1 ½" x 3"			25	\$ <u>17.07</u>	\$ <u>426.75</u>
1 ½" x 4"			25	\$ <u>22.24</u>	\$ <u>556.00</u>
1 ½" x 5"			25	\$ <u>27.65</u>	\$ <u>691.25</u>
1 ½" x 6"			100	\$ <u>32.86</u>	\$ <u>3286.00</u>
1 ½" x 12"			100	\$ <u>64.48</u>	\$ <u>6448.00</u>
1 ½" x 36"			5	\$ <u>159.31</u>	\$ <u>796.55</u>
2" x 3"			100	\$ <u>21.87</u>	\$ <u>2187.00</u>
2" x 4"			100	\$ <u>28.61</u>	\$ <u>2861.00</u>
2" x 5"			100	\$ <u>35.32</u>	\$ <u>3537.00</u>
2" x 6"			100	\$ <u>42.25</u>	\$ <u>4225.00</u>
2" x 12"			125	\$ <u>83.24</u>	\$ <u>10405.00</u>
2" x 36"			5	\$ <u>205.66</u>	\$ <u>1028.30</u>
2 ½" x 6"			10	\$ <u>84.90</u>	\$ <u>849.00</u>
2 ½" x 12"			10	\$ <u>161.05</u>	\$ <u>1610.50</u>
3" x 2"			5	\$ <u>63.00</u>	\$ <u>315.00</u>
3" x 3"			5	\$ <u>65.47</u>	\$ <u>327.35</u>
3" x 4"			5	\$ <u>83.42</u>	\$ <u>417.10</u>
3" x 6"			5	\$ <u>119.17</u>	\$ <u>595.85</u>
3" x 12"			5	\$ <u>230.50</u>	\$ <u>1152.50</u>
Bends					
¾" x 45 degree			10	\$ <u>66.44</u>	\$ <u>664.40</u>
¾" x 90 degree			25	\$ <u>6.89</u>	\$ <u>172.25</u>
1" x 45 degree			25	\$ <u>11.15</u>	\$ <u>278.75</u>
1" x 90 degree			100	\$ <u>10.12</u>	\$ <u>1012.00</u>
1 ½" x 90 degree			50	\$ <u>27.49</u>	\$ <u>1374.50</u>

<u>LOT #18 – Brass Fittings</u>	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
Bends					
2" x 90 degree			150	\$ <u>34.74</u>	\$ <u>5211.00</u>
3" x 45 degree			10	\$ <u>114.32</u>	\$ <u>1143.20</u>
3" x 90 degree			10	\$ <u>97.77</u>	\$ <u>977.70</u>
Tees					
¾"			100	\$ <u>8.48</u>	\$ <u>848.00</u>
1"			100	\$ <u>15.50</u>	\$ <u>1550.00</u>
1" x ¾"			50	\$ <u>25.00</u>	\$ <u>1250.00</u>
1 ½"			50	\$ <u>27.17</u>	\$ <u>1358.50</u>
1 ½" x ¾"			5	\$ <u>80.75</u>	\$ <u>403.75</u>
2"			50	\$ <u>90.50</u>	\$ <u>4525.00</u>
2" x 1"			50	\$ <u>87.48</u>	\$ <u>4374.00</u>
2" x ¾"			5	\$ <u>84.66</u>	\$ <u>423.30</u>
2 ½"			5	\$ <u>87.48</u>	\$ <u>437.40</u>
Bushings					
1" x ¾"			4,000	\$ <u>5.68</u>	\$ <u>22720.00</u>
1 ¼" x 1"			40	\$ <u>9.18</u>	\$ <u>367.20</u>
1 ½" x ¾"			50	\$ <u>13.89</u>	\$ <u>694.50</u>
1 ½" x 1"			25	\$ <u>12.13</u>	\$ <u>303.25</u>
1 ½" x 1 ¼"			50	\$ <u>12.15</u>	\$ <u>607.50</u>
2" x ¾"			50	\$ <u>22.26</u>	\$ <u>1113.00</u>
2" x 1"			50	\$ <u>22.31</u>	\$ <u>1115.50</u>
Bushings					
2" x 1 ½"			50	\$ <u>18.57</u>	\$ <u>928.50</u>
¾" x ¼"			10	\$ <u>4.16</u>	\$ <u>41.60</u>
Bell Reducers					
1" x ¾"			100	\$ <u>11.38</u>	\$ <u>1138.00</u>
1 ½" x 1"			10	\$ <u>23.48</u>	\$ <u>234.80</u>
2" x 1"			10	\$ <u>36.69</u>	\$ <u>366.90</u>
2" x 1 ½"			25	\$ <u>32.56</u>	\$ <u>814.00</u>
2 ½" x 2"			10	\$ <u>61.43</u>	\$ <u>614.30</u>
				Total Lot 18	\$ <u>128,239.24</u>

LOT #19 – Ductile Iron Pipe and Casing, BellxSpigot, 20 lf (+/- 1")	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4"			40	\$	\$
6"			240	\$	\$
8"			100	\$	\$
12"			100	\$	\$
Total Lot 19					\$

LOT #20 – Fittings For Ductile Iron Pipe, Mechanical Joint	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4" MJ x MJ long solid sleeve			8	\$	\$
6" MJ x MJ long solid sleeve			60	\$	\$
8" MJ x MJ long solid sleeve			20	\$	\$
10" MJ x MJ long solid sleeve			10	\$	\$
12" MJ x MJ long solid sleeve			10	\$	\$
16" MJ x MJ long solid sleeve			2	\$	\$
8" MJ x MJ 90 degree bend			2	\$	\$
6" MJ x MJ 45 degree bend			6	\$	\$
Total Lot 20					\$

LOT #21 – Dual Check and Double Check Valves	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
(*) ¾" Dual check valve – must be of brass construction, ASSE 1024 approved and furnished with swivel meter nut; ZURN® 700XL or equal	Yes	4-12	2,500	\$ 58 ⁰⁰	\$ 145,000 ⁰⁰
(*) 1" Dual check valve – must be of brass construction, ASSE 710-U2 approved and furnished with swivel meter nut; ZURN® 700XL or equal	↓	WEEKS	200	\$ 73 ⁰⁰	\$ 14,600 ⁰⁰
(*) 2" Double check valve – must be of brass construction, ASSE 710-U2 approved and furnished with swivel meter nut; ZURN® 350XL or equal	↓	↓	40	\$ 672 ⁰⁰	\$ 26,880
Total Lot 21					\$ 186,480 ⁰⁰

LOT #22 – Straight Couplings Mueller P-15509 ONLY	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
"¾" straight coupling, pack joint connect- ion for CTS O.D. tubing x extra strong (xs) lead flange thread	<u>VARIES</u>	<u>26</u> <u>WEEKS</u>	25	\$ <u>44.00</u>	\$ <u>1100.00</u>
"1" straight coupling, pack joint connection CTS OD. tubing x extra strong (xs) lead Flange Thread			25	\$ <u>71.00</u>	\$ <u>1775.00</u>
			Total Lot 22 \$ <u>2875.00</u>		

LOT #23 – C900 PVC Pipe, DR 18, G X S, 20 lf (+/- 1") Laying Length	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
4"	Yes ↓	12-30 WEEKS	40	\$ 7.85	\$ 314.00
6"			400	\$ 16.05	\$ 6420.00
8"			200	\$ 27.53	\$ 5506.00
				Total Lot 23	\$ 12,240.00

LOT #24 – IPS Pressure PVC Pipe, SDR 21, G X S, 20 lf (+/- 1") Laying Length	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1" (* QUOTING 1" sched 40) ↑	YES ↓	VARIES	200	\$ 1.04	\$ 208.00
2 ½"			100	\$ 2.15	\$ 215.00
3"			100	\$ 3.81	\$ 381.00
	Total Lot 24				\$ 804.00

LOT #25 – Meter Spuds, Meter Couplings with Bushing, (Meter Swivel Nut By Mip Thread, Short. Must Come Already Assembled.	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
¾"			3,500	\$ <u>9.90</u>	\$ <u>34,650.00</u>
1"			200	\$ <u>14.59</u>	\$ <u>2918.00</u>
1 ½"			125	\$ <u>54.00</u>	\$ <u>6750.00</u>
2" x 1 ½"			125	\$ <u>80.13</u>	\$ <u>10,016.25</u>
Total Lot 25					\$ <u>54,334.25</u>

LOT #26 – Gate Valves, Resilient Wedge, AWWA, MJXMJ (Less Accessories), Mueller 350 PSI A-2631-23 or Equal	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
6"	Yes	15 to 30 weeks	10	\$ 1048 ⁰⁰	\$ 10,482. ⁵⁰
Total Lot 26					\$ 10,482. ⁵⁰

LOT #27 – Full Circle – For Repair of Galvanized Pipe, Smith-Blair #244 Full Circle® Redi-Clamp Only	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
½" x 3" Nom. O.D. .84	VARIES BY SIZE ↓	2 to 4 Weeks ↓	125	\$ 43.00	\$ 5375.00
½" x 6" Nom. O.D. .84			50	\$ 93.00	\$ 4650.00
¾" x 3" Nom. O.D. 1.05			200	\$ 44.00	\$ 8800.00
¾" x 6" Nom. O.D. 1.05			125	\$ 94.00	\$ 11,750.00
1" x 3" Nom. O.D. 1.32			150	\$ 47.00	\$ 7050.00
1" x 6" Nom. O.D. 1.32			50	\$ 94.00	\$ 4700.00
1 ¼" x 3" Nom. O.D. 1.66			30	\$ 47.00	\$ 1410.00
1 ¼" x 6" Nom. O.D. 1.66			25	\$ 95.00	\$ 2375.00
1 ½" x 3" Nom. O.D. 1.90			75	\$ 49.00	\$ 3675.00
1 ½" x 6" Nom. O.D. 1.90			50	\$ 97.00	\$ 4850.00
2" x 3" Nom. O.D. 2.38			200	\$ 54.00	\$ 10,800.00
2" x 6" Nom. O.D. 2.38			100	\$ 100.00	\$ 10,000.00
Total Lot 27				\$ 75,435.00	

LOT #28 – Full Circle – For Repair of Galvanized Pipe, Smith-Blair #245 Redi-Clamp Only	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
½" x 6" Nom. O.D. .84	VARIES BY SIZE	2 to 4 weeks	75	\$ 23 ⁰⁰	\$ 1725 ⁰⁰
¾" x 3" Nom. O.D. 1.05			200	\$ 12 ⁰⁰	\$ 2400 ⁰⁰
¾" x 6" Nom. O.D. 1.05			40	\$ 24 ⁰⁰	\$ 960 ⁰⁰
1" x 3" Nom. O.D. 1.32			225	\$ 14 ⁰⁰	\$ 3150 ⁰⁰
1" x 6" Nom. O.D. 1.32			50	\$ 25 ⁰⁰	\$ 1250 ⁰⁰
1 ¼" x 3" Nom. O.D. 1.66			40	\$ 14 ⁰⁰	\$ 560 ⁰⁰
1 ¼" x 6" Nom. O.D. 1.66			10	\$ 27 ⁰⁰	\$ 270 ⁰⁰
1 ½" x 3" Nom. O.D. 1.90			50	\$ 15 ⁰⁰	\$ 750 ⁰⁰
1 ½" x 6" Nom. O.D. 1.90			50	\$ 29 ⁰⁰	\$ 1450 ⁰⁰
2" x 3" Nom. O.D. 2.38			125	\$ 17 ⁰⁰	\$ 2125 ⁰⁰

LOT #28 – Full Circle – For Repair of Galvanized Pipe, Smith-Blair #245 Redi-Clamp Only	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
2" x 6" Nom. O.D. 2.38	Yes	2 to 4 wks	150	\$ <u>30.00</u>	\$ <u>4500.00</u>
Total Lot 28					\$ <u>19,140.00</u>

LOT #29 – Hymax® 2 Dresser Couplings, Only	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1 ½" (part no. 860-54-0041-16)	VARIES BY SIZE	2-6 weeks	5	\$ <u>148.13</u>	\$ <u>740.65</u>
2" (part no. 860-54-0054-16)			20	\$ <u>157.13</u>	\$ <u>3142.60</u>
3" (part no. 860-54-0088-16)			5	\$ <u>199.13</u>	\$ <u>995.65</u>
4" (part no. 860-54-0108-16)			20	\$ <u>238.13</u>	\$ <u>4762.60</u>
6" (part no. 860-54-0163-16)			20	\$ <u>351.13</u>	\$ <u>7022.60</u>
8" (part no. 860-54-0217-16)			10	\$ <u>372.13</u>	\$ <u>7442.60</u>
			Total Lot 29		

LOT #30 – Water Valve Boxes with Lids, Risers, & Tops Only; Sigma VB2612 or Equal	Typically IN-Stock Yes or No	Current Lead Time From Manufacturer	Units	Unit Cost	Extended Cost
1" cast iron valve box riser	Yes ↓	6-10 weeks ↓	75	\$ <u>29⁰⁰</u>	\$ <u>2175⁰⁰</u>
1 ½" cast iron valve box riser			75	\$ <u>36⁰⁰</u>	\$ <u>2700⁰⁰</u>
2" cast iron valve box riser			100	\$ <u>37⁰⁰</u>	\$ <u>3700⁰⁰</u>
6" cast iron valve box riser			50	\$ <u>52⁰⁰</u>	\$ <u>2600⁰⁰</u>
Valve boxes with lids			100	\$ <u>101.⁰⁰</u>	\$ <u>10,100⁰⁰</u>
Valve box tops only			25	\$ <u>29⁰⁰</u>	\$ <u>725⁰⁰</u>
Valve box lids only			100	\$ <u>28⁰⁰</u>	\$ <u>2,800⁰⁰</u>

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

EXHIBIT C

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)
				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: - FORTILINE, INCRepresentative Name/Title: Troy Fite, SalesDate: 06-30-22

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

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

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

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

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

☐ ☐ All identified actual or potential Conflicts of Interest and/or Unfair

Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.

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

10. Prior to the solicitation release date, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?

Company Name: FORTUNE, INC

By: * [Signature]

Print Name: KYLE TWEDT

Title: Branch Manager

Date: 06-30-22

Subscribed and sworn to before me

this 30th day of JUNE, 2022

[Signature]
(Notary Public)

My commission expires 06-15-2031



EXHIBIT D

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

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

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

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

Please check only one box below.

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

☐ ☐ All identified actual or potential Conflicts of Interest and/or Unfair

Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.

NO CONFLICTS

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

NO

10. Prior to the solicitation release date, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?

Company Name: FORTIUNE, INC

By: * [Signature]

Print Name: KYLE TWEDT

Title: Branch Manager

Date: 06-30-22

Subscribed and sworn to before me

this 30th day of JUNE, 20 22

[Signature]
(Notary Public)

My commission expires 06-15-2031



CONTRACT

City of Columbia, South Carolina

SD8471/WM4631 (CDBE)

Benedict Area LID Stormwater Project

BID034-21-22-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **TCO Construction, Inc.**, with legal address and principal place of business at **55 M and N Road Sumter, SC 29153**, 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 **4D Engineering**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred forty (240)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **sixty (60)** consecutive calendar days to final completion for a total construction time of **three hundred (300)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **One Million Seven Hundred Fifty-Four Thousand Three Hundred Forty-Nine Dollars and Eighty Cents (\$1,754,349.80)**. This contract also provides for an additional contingency in the amount of **Three Hundred Fifty Thousand Eight Hundred Sixty-Nine Dollars and Ninety-Six Cents (\$350,869.96)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

City of Columbia, SC
8/06/2020

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Three Hundred Fifty Dollars and Zero Cents (\$350.00)** per day for each calendar day of delay until the Work is complete as determined for both periods of substantial completion and final completion.

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications" of the City of Columbia's Engineering Regulations.

9.2.8 Permits.

9.2.9 Project Specifications.

9.2.10 Drawings, numbered C0, through C33, inclusive and dated **October 8, 2021**.

9.2.11 Addendum numbers 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM



 Legal Department City of Columbia, SC

Event Number	BID034-21-22-LAG Addendum 1	Organization	City of Columbia, SC
Event Title	Benedict Area LID Stormwater Project (SD&	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	6/14/2022 08:44:14 AM (ET)	Phone	
Close Date	6/30/2022 10:00:00 AM (ET)	Fax	xlagrice

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
TCO Construction Inc	Sumter	SC	6/30/2022 09:38:16 AM (ET)	1	\$1,754,349.80
Stutts & Williams, LLC	Lexington	SC	6/30/2022 09:37:49 AM (ET)	1	\$2,520,885.00

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: LaTonya Germany, Compliance Specialist

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

DATE: June 30, 2022

**PROJECT: BID034-21-22-LAG – Benedict Area LID Stormwater Project
(SD8471/WM4631) CDBE**

Bids for this project were opened publicly at 10:00 a.m. on June 30, 2022 by TeleCom Services.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent responsive low bidder is TCO Construction, Inc. of Sumter, SC at \$1,756,005.79

Please review for Columbia Disadvantaged Business Enterprise Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: LaTonya B. Germany
LaTonya Germany, Compliance Specialist

Date: June 30, 2022

As required in the CDBE policy, all bidders are required to submit a completed CSP CDBE/DBE Participation Log Form along with this letter (form attached).

CSP/LETTER OF CDBE COMMITMENT

State of South Carolina

County of Sumter

I, Tanya Frierson being first duly sworn, deposes and says on this 2nd day of June, 20 22 that:

(1) The offeror Tanya Frierson of TCO Construction Inc. located at
Name of Offeror *Name of Company*

55 M and N Road, Sumter, South Carolina, 29153

Address

City, State & Zip

agrees to all information below:

- a) ☒ The offeror states that they will meet or exceed the 23 % CDBE goal placed on this solicitation. The CDBE goal that the offeror agrees to meet is 23 %. If selected, offeror agrees to maintain or increase their CDBE goal percentage throughout the duration of the project.
- b) ☐ The offeror states that they have not met or exceeded the goal but have secured at least 50% or more of the ____ % CDBE goal placed on this solicitation. The CDBE percentage that the offeror agrees to meet is ____ %. If selected, offeror agrees to work towards increasing their CDBE goal percentage throughout the duration of the project.
- c) ☐ The offeror states that they have not met or exceeded the goal and have secured less than 50% of the ____ % CDBE goal placed on this solicitation. The CDBE percentage that the offeror agrees to meet is ____ %. In accordance with the CDBE policy, offeror agrees to submit their *Good Faith Efforts documentation* with this letter and completed CDBE/ DBE participation log during the Compliance Submittal Period. If selected, offeror agrees to work towards increasing their CDBE goal percentage throughout the duration of the project.

(2) Only answer this question if "c" was checked above: The offeror agrees by checking the box below, that they have exhausted all efforts to find CDBEs/DBEs by utilizing the tiered approach. Offeror also agrees that they have documented each tiered approach in their good faith efforts.

Tiered Approach (Check all that applies):

- ☐ Tier One - Utilization of CDBEs (Eight County CSA)
- ☐ Tier Two - Utilization of Certified DBEs within the Eight County CSA
- ☐ Tier Three - Utilization of Certified DBEs within the State of South Carolina

(3) The offeror agrees by checking the box below, that the CDBEs/DBEs included in bid will self-perform a minimum of 50% of their portion of the project.

☒ Offeror agrees to ensure that the CDBE/DBE subcontractors are self-performing a minimum of 50% of their portion of the project. By checking this box, any offeror acknowledges that if the CDBE/DBE subcontractors fail to self-perform a minimum of 50% of their portion of the project, the offeror is in material breach of its agreement and can be barred from participation in the project.

Tanya D Frierson Project Assistant 6/2/2022
 (Signed) (Title) (Date)

Subscribed and sworn to before me

this 2nd day of June, 20 22
Laura A. Alsbrook
 (Notary Public)

My commission expires 1-30-23

LAURA A ALSBROOK
 Notary Public, State of South Carolina
 My Commission Expires Jan. 30, 2023

(OBO 5/27/2021)

CSP PARTICIPATION LOG

[illegible]

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
A James Global Services, Inc.	V016403	Traffic Control, Sidewalks, Concrete, Planting/Grassing	\$403,500.45	23 %	SBE MBE LBE CDBE	BM
				%		
				%		
				%		
				%		
				%		

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: \$ 403,500.45

TOTAL CONTRACT AMOUNT: \$ 1,754,349.80

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

Business Name: TCO Construction Inc.

Representative Name/Title: Tanya Frierson, Project Assistant

Date: June 30, 2022



Stormwater Projects

SD8471/WM4631 – LID 40 – Allen Benedict Bioretention

Project Description:

This project includes the installation of several bioretention bump-out cells along roadways in the Allen-Benedict area. These bump-outs will capture and filter stormwater runoff to provide a modest storage and to improve water quality. This project includes an educational partnership with engineering students at Benedict College. As part of this project, the water main along the 2400 block of Laurel Street will be upgraded.

Objectives:

This project aims to improve stormwater quality and enhance streetscapes, while also providing a traffic calming effect in this residential area.

Project Type:

Low Impact Development

Council District:

2

Project Funding:

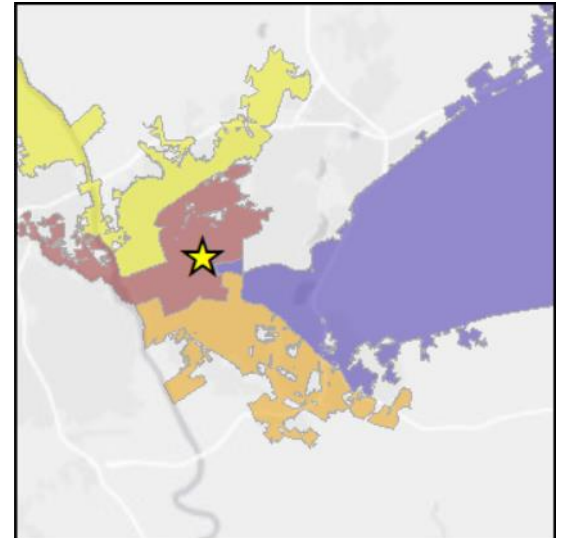
This project is being funded through the City's Stormwater Bond Program. The total project construction cost with contingency is \$2.1 Million.

Current Project Status:

This project is currently in construction procurement. Council is asked to approve a contract for construction at its September 6, 2022 meeting. Construction is expected to begin in late 2022.

Project Contact:

Frances Bryan, PE
Assistant City Engineer – Design
803.545.3544 | frances.bryan@columbiasc.gov



BENEDICT AREA STORMWATER PROJECT UPDATE



BENEDICT AREA LOW IMPACT DEVELOPMENT STORMWATER PROJECT STREET MAP



Installation of bioretention bumpout



Completed bioretention bumpout

HASKELL AVENUE & HEIDT STREET INTERSECTION



LAUREL & HEIDT STREETS INTERSECTION



ORDINANCE NO.: 2022-067

Amending the Official Zoning Map to modify the zoning for 5609 Farrow Road, Richland County TMS# 11612-03-02

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 5609 Farrow Road, Richland County TMS# 11612-03-02; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 5609 Farrow Road and Richland County TMS# 11612-03-02 and as shown in Attachment A, is hereby rezoned from Community Activity Center/Corridor District (CAC) to General Commercial District (GC). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:



CITY COUNCIL

July 26, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary 5609 Farrow Road, TMS# 11612-03-02

Council District:	1
Proposal:	Request to rezone the property from Community Activity Center/Corridor District (CAC) to General Commercial District (GC).
Applicant:	John C. Sims
Staff Recommendation:	Denial
PC Recommendation:	05/12/2022; Approval (4-1)
ZPH, 1st Reading:	07/26/2022; Pending
2nd Reading:	08/02/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.2 acres
Current Use: Restaurant
Proposed Use: Used car dealership (car lot)
Current Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Zoning: Community Activity Center/Corridor District (CAC)
Proposed Zoning: General Commercial District (GC)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multifamily or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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

The subject property is located within the study area of two area plans adopted by the City of Columbia: [The Master Plan for the Villages of North Columbia](#) (2005) and the [Walkable 29203: Pedestrian Master Plan](#) (2017).

The Walkable 29203 Pedestrian Master Plan was developed in collaboration with SCDHEC and Richland County, and was adopted by the City in 2017. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. There are no specific pedestrian infrastructure improvements recommended adjacent to the subject property.

The Master Plan for the Villages of North Columbia was adopted by the City in 2005, and the subject property falls within Cluster Three (Section 2, Page 49) and the proposed Gateway Village (Section 3, Page 85) set forth by the plan. The Gateway Village plan recommends a land use of Mixed-use (Retail/Office Ground Floor, Residential/Office Upper Floors) for the subject property, and places the property directly adjacent to a Moderate Activity Node (Farrow between Gary and Standish) (Section 3, Page 97). The plan recommends “the enhancement of Farrow Road within the activity node to create a pedestrian friendly environment” (Section 3, Page 119).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Community Activity Center/Corridor District (CAC). The abutting properties in the City of Columbia have base zoning of Residential Single Family-Small Lot District (RSF-3) to the North and West and Community Activity Center/Corridor District (CAC) to the East and South. The abutting properties in unincorporated Richland County have base zoning of GC to the East.

The proposed zoning district is General Commercial District (GC).

Community Activity Center/Corridor District (CAC)

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments.

General Commercial District (GC)

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers. Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

STAFF RECOMMENDATION

The proposed use, which precipitated the requested zoning change, is not acutely out of context with the current surroundings or the zoning on adjacent property in Richland County. It is, however, contrary to the City Council adopted Villages of North Columbia Master Plan for the area and the Future Land Use classification of UCAC-2, which were both used to determine the assigned Zoning classification. While it may seem aspirational at times, following plan recommendations is a deliberate approach to change an existing context over time in order to realize a community's vision. Therefore, staff recommends denial of the proposed request.



Future Land Use Map

5609 Farrow Road, TMS# 116
Existing FLU: UCAC-2

19.b



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 4/8/2022



We Are Columbia



0 55 110 220
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
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Packet Pg. 369

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

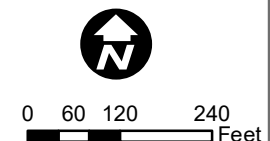
5609 Farrow Road, TMS# 11612-0. 19.b
Current Zoning: CAC, Proposed Zoning: GC



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 4/8/2022



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Packet Pg. 370

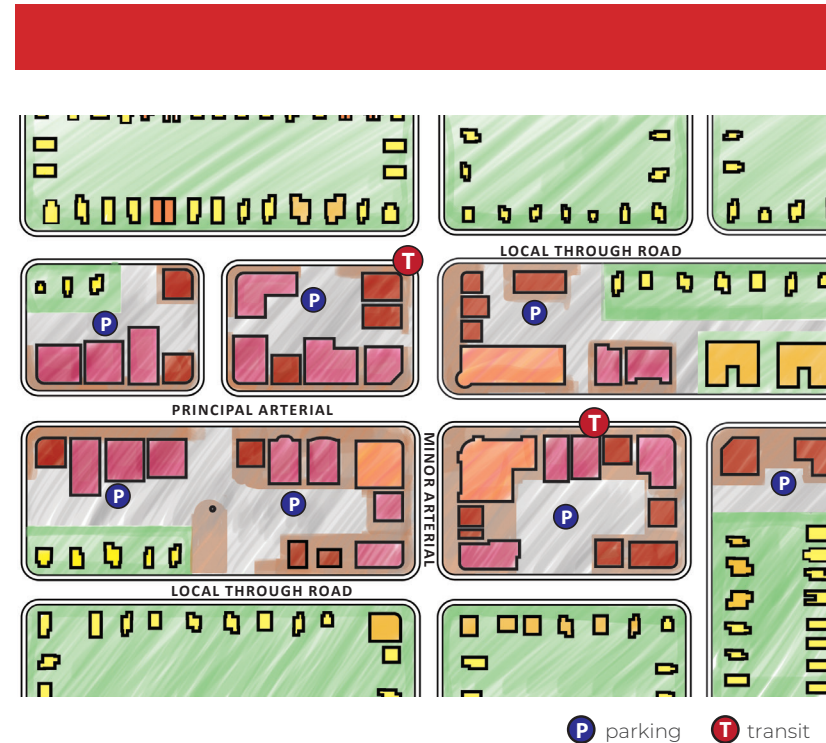
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Existing Future Land Use Classification

Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



UCAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches,



street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

Existing Zoning District

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) CAC: Community Activity Center/Corridor District****(f) CAC: Community Activity Center/Corridor District****(1) Purpose**

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments.

**(2) Use Standards**

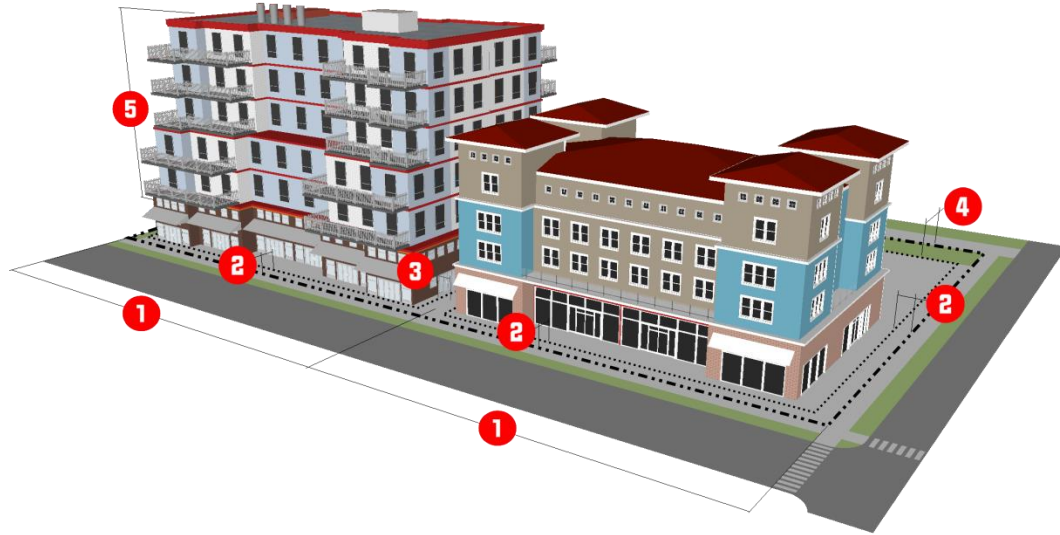
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)		10,000	5,000
1 Lot Width, min. (ft.)		75	50
Lot Coverage, max. (% of site area)		N/A	
Density, max. (du/acre)		N/A	
2 Front Yard Setback, (ft.)	Min.	5 [1]	
	Max.	15 [1]	
3 Side Yard Setback, min. (ft.)		0 to 5	
4 Rear Yard Setback, min. (ft.)		20	
5 Building Height, max. (ft.)		75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) CAC: Community Activity Center/Corridor District****(1) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(j) GC: General Commercial District****(j) GC: General Commercial District****(1) Purpose**

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

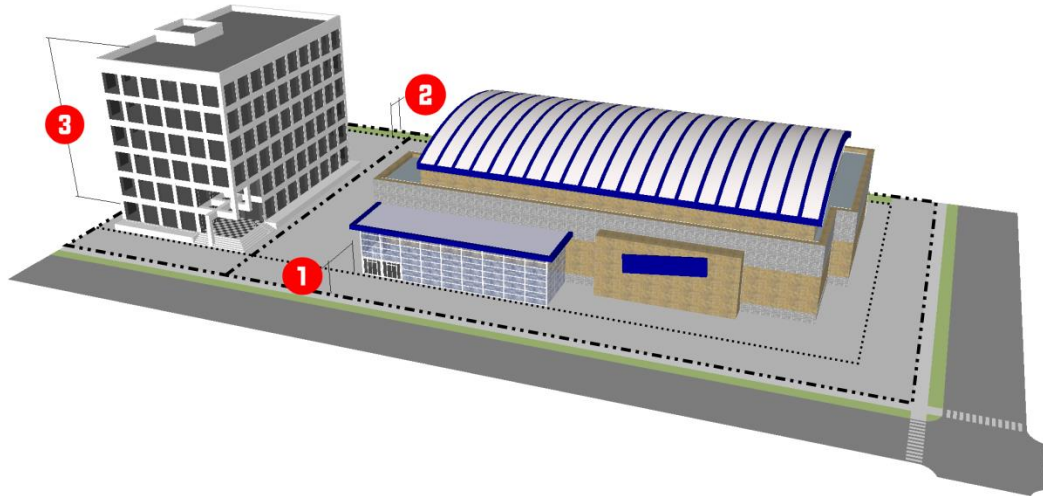
(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
1 Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
2 Rear Yard Setback, min. (ft.)	10
3 Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts**

(j) GC: General Commercial District

**(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Zoning Map

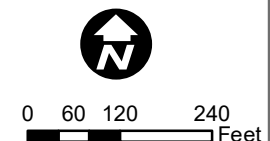
5609 Farrow Road, TMS# 11612-0. **19.c**
 Current Zoning: CAC, Proposed Zoning: GC



Department of Planning &
 Development Services

ORIGINAL PREPARATION/DATE:
 This map was prepared by:

Shane Shaughnessy
 Date: 4/8/2022



DISCLAIMER:
 The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 380

**** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**

ORDINANCE NO.: 2022-076

Granting an encroachment to Central Midlands Regional Transit Authority (CMRTA), for the use of the right of way area of the 3700 and 3800 blocks of Lucius Road and the 3800 block of River Drive for the installation and maintenance of sidewalks and a bus stop adjacent to 3800 and 3808 Lucius Road, Richland County TMS#09103-07-01

WHEREAS, Central Midlands Regional Transit Authority (CMRTA), (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 3700 and 3800 blocks of Lucius Road and the 3800 block of River Drive for the installation and maintenance of sidewalks and a bus stop adjacent to 3800 and 3808 Lucius Road, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 3700 and 3800 blocks of Lucius Road and the 3800 block of River Drive adjacent to 3800 and 3808 Lucius Road, Richland County TMS#09103-07-01, for the installation and maintenance of a six (6') wide sidewalk measuring approximately seven hundred and thirty (730') feet in length and a bus stop, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. If sidewalk construction takes place within ten (10') feet of existing trees, trees should be removed as part of the project.

9. The sidewalk width shall be increased to six (6') feet in width as per City Engineering regulations which require a minimum sidewalk width of six (6') feet adjacent to a commercially zoned property.

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

Requested by:

Assistant City Manager Gentry _____

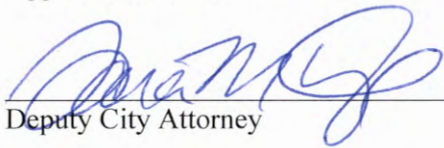
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-076**



**3700 AND 3800 BLOCKS OF LUCIUS ROAD AND 3800 BLOCK OF RIVER DRIVE
ADJACENT TO 3800 AND 3808 LUCIUS ROAD
SIDEWALKS AND A BUS STOP**

Subject Property:	Right-of-way adjacent to 3800 and 3808 Lucius Road
Council District:	1
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks and a bus stop
Applicant:	Central Midlands Regional Transit Authority (CMRTA)
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of a six (6') wide sidewalk measuring approximately seven hundred and thirty (730') feet in length and a bus stop, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. If sidewalk construction takes place within ten (10') feet of existing trees, trees should be removed as part of the project. 9. The sidewalk width shall be increased to six (6') feet in width as per City Engineering regulations which require a minimum sidewalk width of six (6') feet adjacent to a commercially zoned property.
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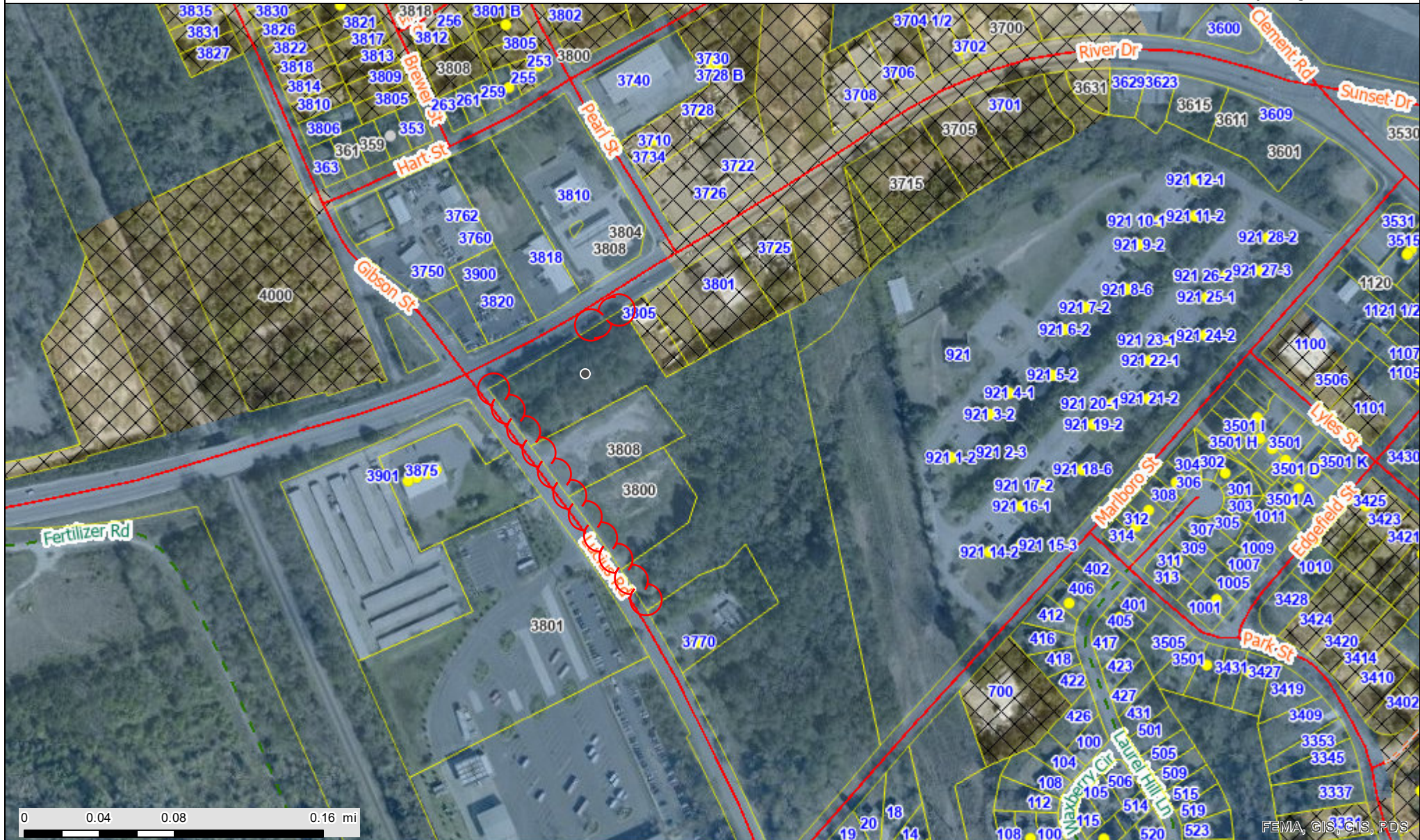
City of Columbia

City of Columbia GIS

20.b



Wednesday, August 3, 2022



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Packet Pg. 384



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	JA	
A completed and signed Application Form	JA	
Letters of Agency for all applications where the applicant is not the owner of the subject property	JA	
Pictures or specification sheet of the items to permanently encroach the Right-of-way	JA	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	JA
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	JA



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Jonathan Atkins	
Company (if applicable) Davis & Floyd, Inc.	
Address (street, city, state, zip) 1319 Highway 72/221 East Greenwood, South Carolina 29649	
Phone (864)229-5211	Email jatkins@davisfloyd.com

2. Property Information

Address Corner of Lucius Road & River Road (Hwy 176)	
Tax Map Reference Number(s) R09103-07-01	
Current use NONE	Proposed use Bus Transit Station and Training Facility

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

The COMET is constructing a new bus transit station and training facility. After approval of the land disturbance permit and with discussions with the SCDOT, it was requested that there be additional sidewalk constructed adjacent to the project site. This 0.1 ac of new sidewalk will be placed along the north side of Lucius Rd. from the permitted project site eastward to Marlboro street.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name Jonathan Atkins	Date 07/19/2022

The logo for 'The Comet' Central Midlands Transit. It features the word 'THE' in a small, sans-serif font above the word 'COMET' in a large, bold, italicized sans-serif font. To the left of 'COMET' is a stylized graphic of a comet tail or a winged figure. Below 'COMET' is the text 'CENTRAL MIDLANDS TRANSIT' in a smaller, sans-serif font.

The map shows the project area in Earle, Tennessee. The proposed site is located on the east side of the Broad River, south of the intersection of US-70 and US-15. The map includes the Broad River, Columbia Canal, and major roads like US-70 and US-15. Key landmarks such as Edward E Taylor Elementary, Central Baptist Church, Food Gallery, and Buck's Sport Shop n' Market are labeled. A scale bar indicates 1 inch equals 1000 feet.

SHEET INDEX		
Page #	Sheet #	Sheet Title
1	C00	COVER
2	C001	GENERAL NOTES
3	C100	EXISTING CONDITIONS & DEMOLITION
4	C200	SITE PLAN
5	C210	DRIVEWAY PLAN - RIVER DRIVE
6	C211	DRIVEWAY PLAN - LUCIUS ROAD
7	C300	GRADING & STORM DRAIN PLAN
8	C310	STORM DRAIN PROFILES
9	C500	SWPPP NOTES
10	C510	SWPPP PLAN - INITIAL
11	C520	SWPPP PLAN - CONSTRUCTION
12	C530	SWPPP PLAN - STABILIZATION
13	C820	SITE DETAILS
14	C821	SITE DETAILS
15	C822	SITE DETAILS
16	C830	GRADING & STORM DRAIN DETAILS
17	C850	SWPPP DETAILS
18	C860	SCODT DETAILS

EXISTING UTILITY NOTE
EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE ONLY AND HAVE NOT BEEN INDIVIDUALLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES

I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS BEING SUBMITTED SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. FURTHER, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, PURSUANT TO REGULATION 72-300 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCRI100000.

12/22/2020

DATE _____

SIGNATURE Jonathan S. Ch...

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
PO BOX 214
COLUMBIA, SC 29202
JOHN ANDOH
O (803) 255-7087 F (803) 255-7113

DAVIS & FLOYD, INC.
JONATHAN ATKINS, PE
1319 HIGHWAY 72/ 221 EAST
GREENWOOD, SC 29649
(864) 229-5211

DAVIS & FLOYD, INC.
1319 HIGHWAY 72/ 221 EAST
GREENWOOD, SC 29649
(864) 229-5211

CES GROUP
274 N HIGHWAY 16 BUSINESS, SUITE 300
DENVER, NC 28037
(704) 489-1500



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PAGE	DRAWING TITLE					OWNER		CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY COLUMBIA, SOUTH CAROLINA		PROJECT TITLE	
1	COVER									LUCIUS ROAD SUPERSTOP	
OF											
2											

J:\Users\oddi\3345-01\Production\Civil Drawings\13845.01-DEMO.dwg, 2/24/2022 8:44:55 AM, jordanh.alkins, p
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- DEMOLITION:
1. DEMOLISH AND REMOVE CURB ALONG LUCIUS RD FROM STA 1+93 TO 3+67 AND FROM STA 4+17 TO 6+50
 2. DEMOLISH AND REMOVE CURB ALONG RIVER DRIVE FROM STA 3+70 TO 4+95

- NOTES:
1. ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 2. HORIZONTAL DATUM: SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM OF 1983 BASED ON INTERNATIONAL FEET (SC83IF).
 3. EXISTING CONDITIONS WERE OBTAINED FROM FIELD SURVEY AND AVAILABLE RECORD DRAWINGS AND ARE NOT WARRANTED TO BE COMPLETE OR ACCURATE. CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL UTILITIES, LANDSCAPING, AND OTHER SITE FEATURES IN THE FIELD PRIOR TO THE START OF ANY WORK.
 4. REFER TO SWPPP PLANS FOR PLACEMENT OF ALL SEDIMENT, EROSION CONTROL, AND BMP'S TO BE INSTALLED PRIOR TO COMMENCING DEMOLITION.
 5. CONTRACTOR SHALL PROTECT ALL UTILITIES NOT DESIGNATED FOR DEMOLITION.
 6. CONTRACTOR IS RESPONSIBLE FOR THE PROPER REMOVAL AND DISPOSAL OF ALL DEMOLITION MATERIALS.

GENERAL LEGEND

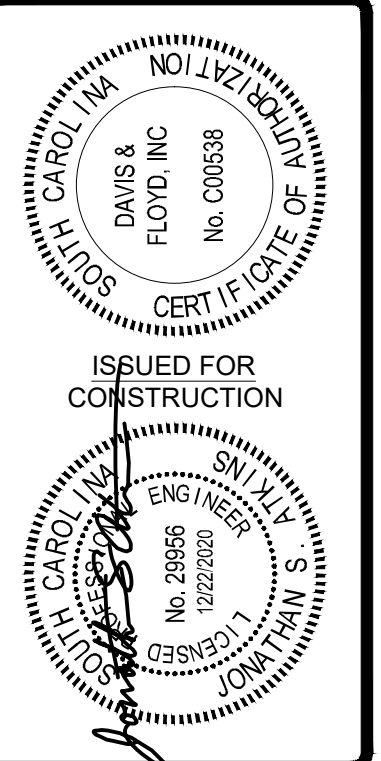
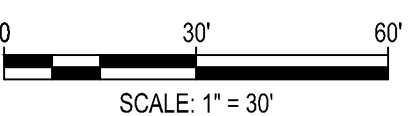
- PROPERTY LINE
RIGHT OF WAY
WATER
SANITARY SEWER - GRAVITY
OVERHEAD ELECTRIC
COMMUNICATIONS
CURB AND GUTTER
FENCELINE
TREE PROTECTION
UNDERGROUND UTILITIES/MISC. TO BE REMOVED
- FIRE HYDRANT
GATE VALVE
- WATER METER
SANITARY SEWER MANHOLE
SITE LIGHTING FIXTURES

DEMOLITION LEGEND

- CONCRETE TO BE REMOVED
ASPHALT TO BE REMOVED
TREE TO BE REMOVED



PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88

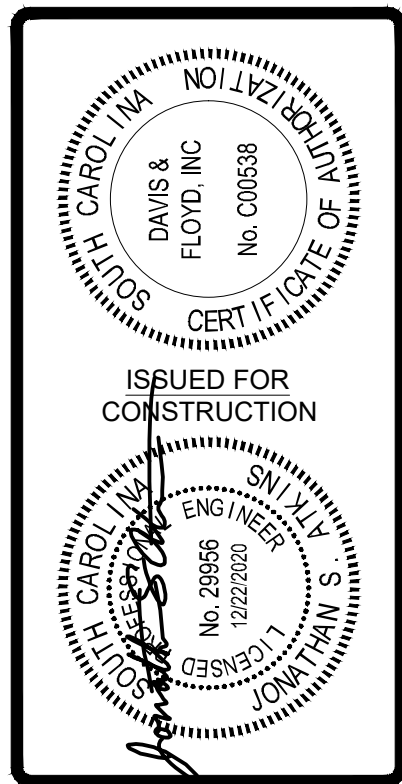
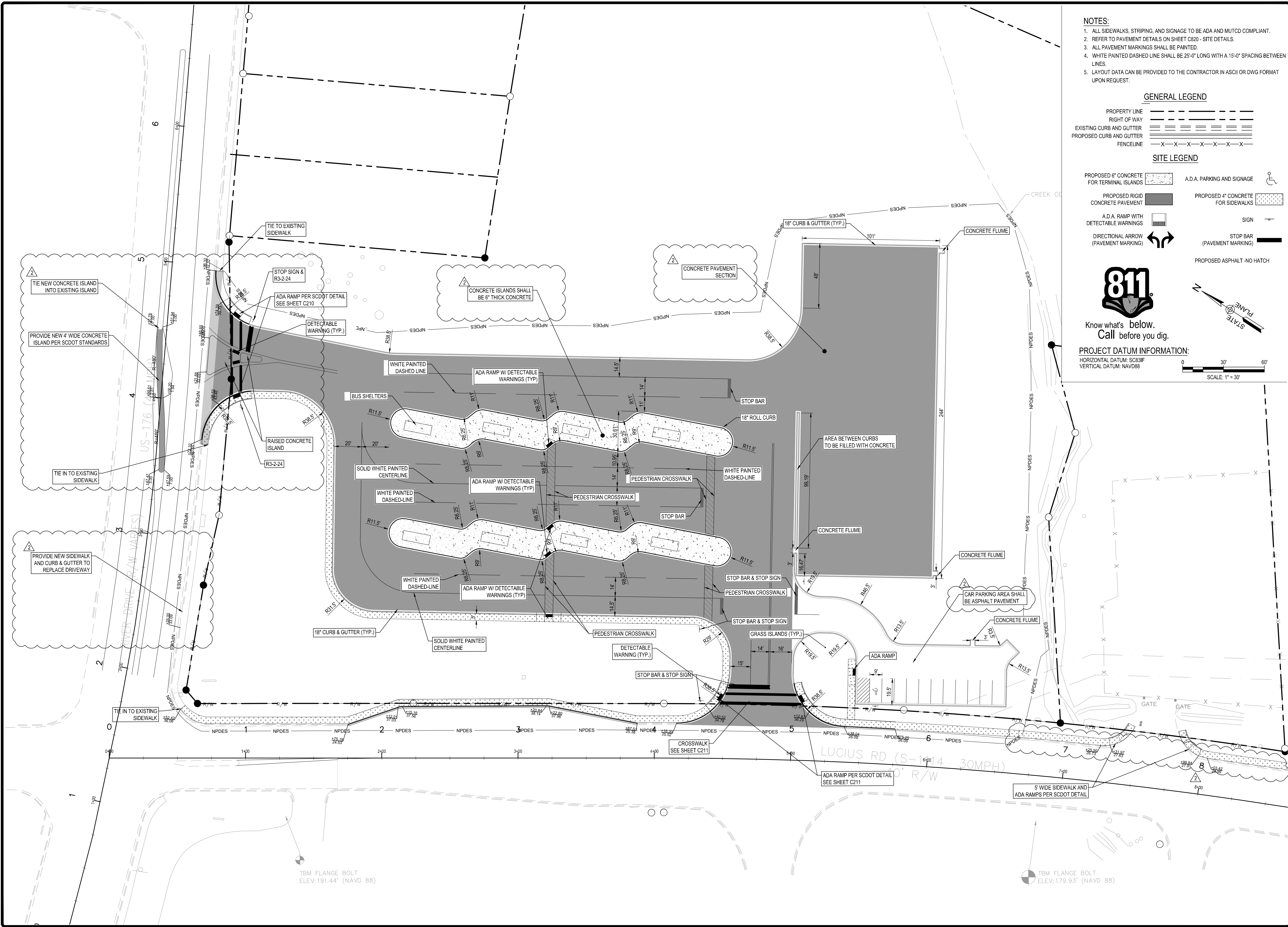


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GREENVILLE, SC 29615
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COWNER
CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

EXISTING CONDITIONS & DEMOLITION		DATE		DESIGNED		RELEASED	
NO.	1	ISSUED FOR PERMITTING	JAN	1/20/2020	NO.	2	ISSUED FOR PERMITTING
DATE	DECEMBER 2020	DATE	JAN	1/20/2020	NO.	3	ISSUED FOR PERMITTING
DESIGNED	JA	DESIGNED	JA	1/20/2020	NO.	4	ISSUED FOR PERMITTING
DRAWN	JA	DRAWN	JA	1/20/2020	NO.	5	ISSUED FOR PERMITTING
CHECKED	JA	CHECKED	JA	1/20/2020	NO.	6	ISSUED FOR PERMITTING
APPROVED	JA	APPROVED	JA	1/20/2020	NO.	7	ISSUED FOR PERMITTING
DATE	DECEMBER 2020	DATE	JAN	1/20/2020	NO.	8	ISSUED FOR PERMITTING
DESIGNED	JA	DESIGNED	JA	1/20/2020	NO.	9	ISSUED FOR PERMITTING
DRAWN	JA	DRAWN	JA	1/20/2020	NO.	10	ISSUED FOR PERMITTING
CHECKED	JA	CHECKED	JA	1/20/2020	NO.	11	ISSUED FOR PERMITTING
APPROVED	JA	APPROVED	JA	1/20/2020	NO.	12	ISSUED FOR PERMITTING

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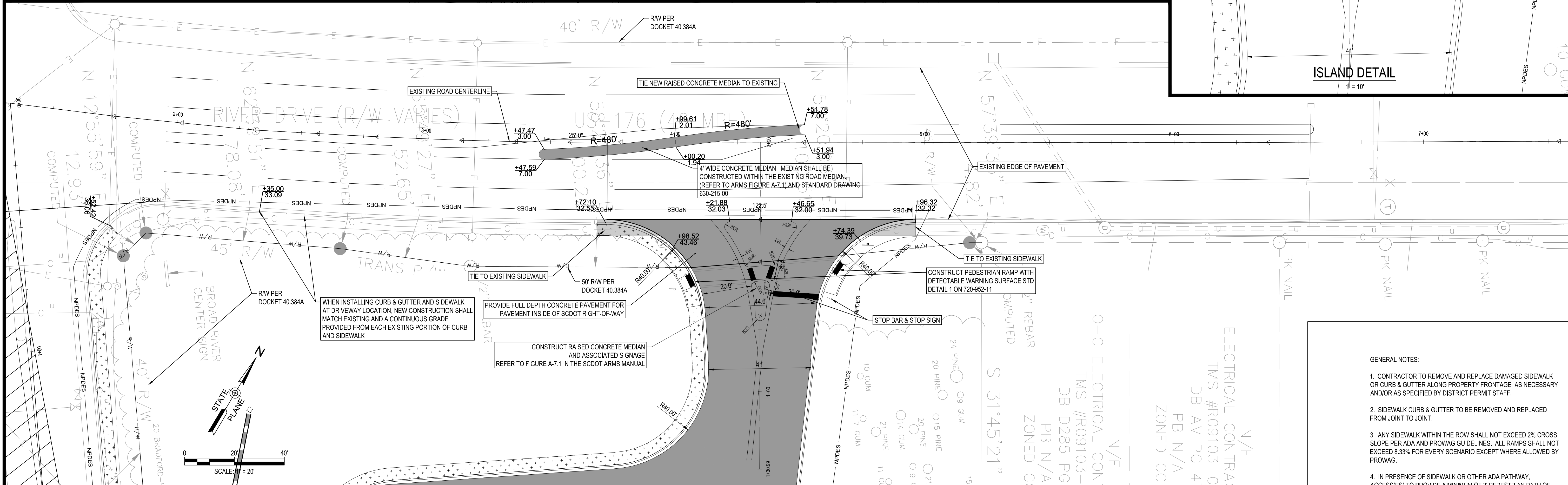
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GREENVILLE, SC 29615
(864) 527-9800

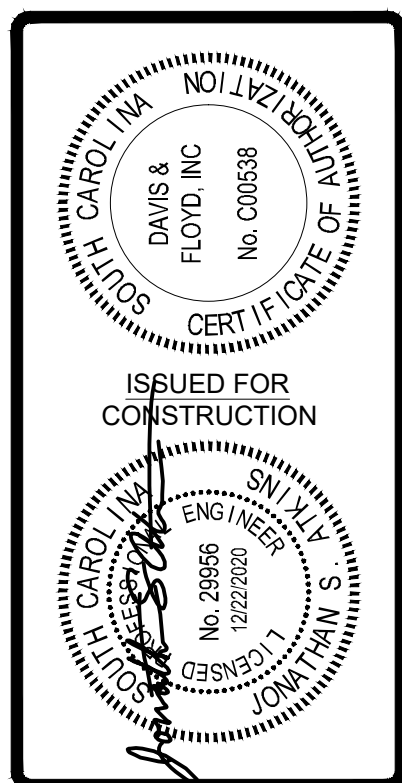
CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE

SITE PLAN

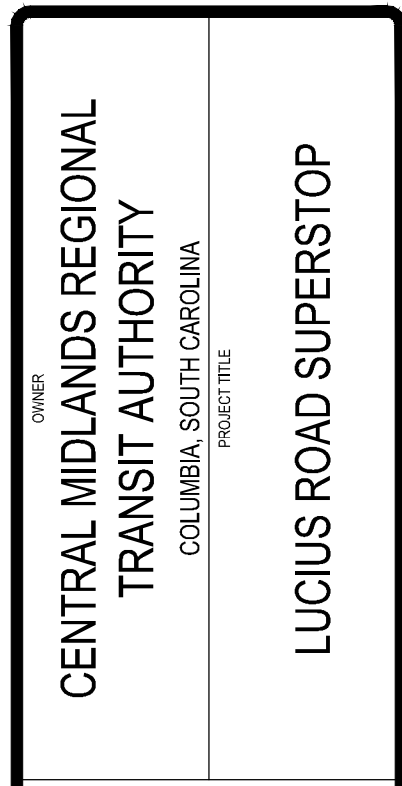
LUCIUS ROAD SUPERSTOP

NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
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3	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
4	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
5	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
6	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
7	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
8	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
9	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
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11	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
12	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
13	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
14	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
15	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
16	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
17	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
18	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
19	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA
20	02/02/2021	ISSUED FOR BIDDING	JAA	JAA	JAA





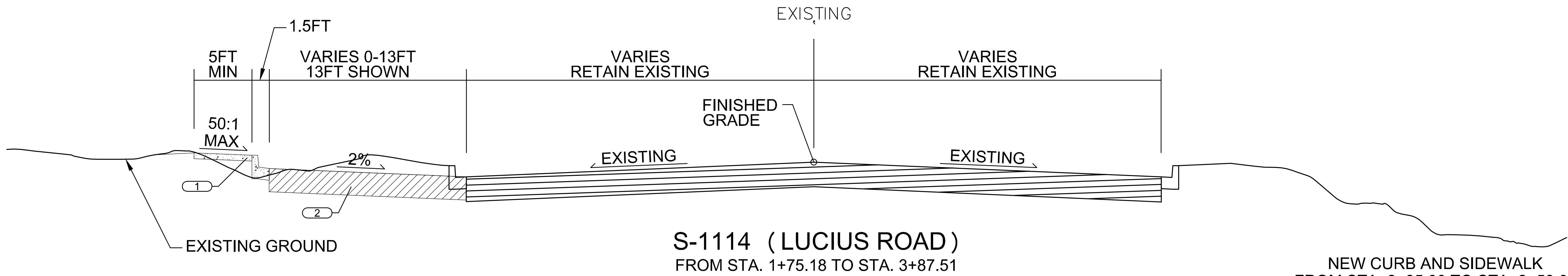
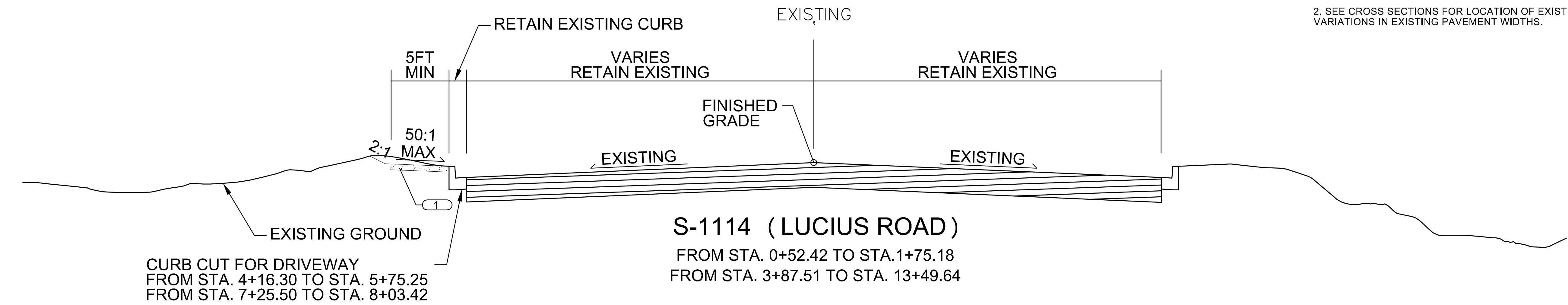
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(864) 527-9800



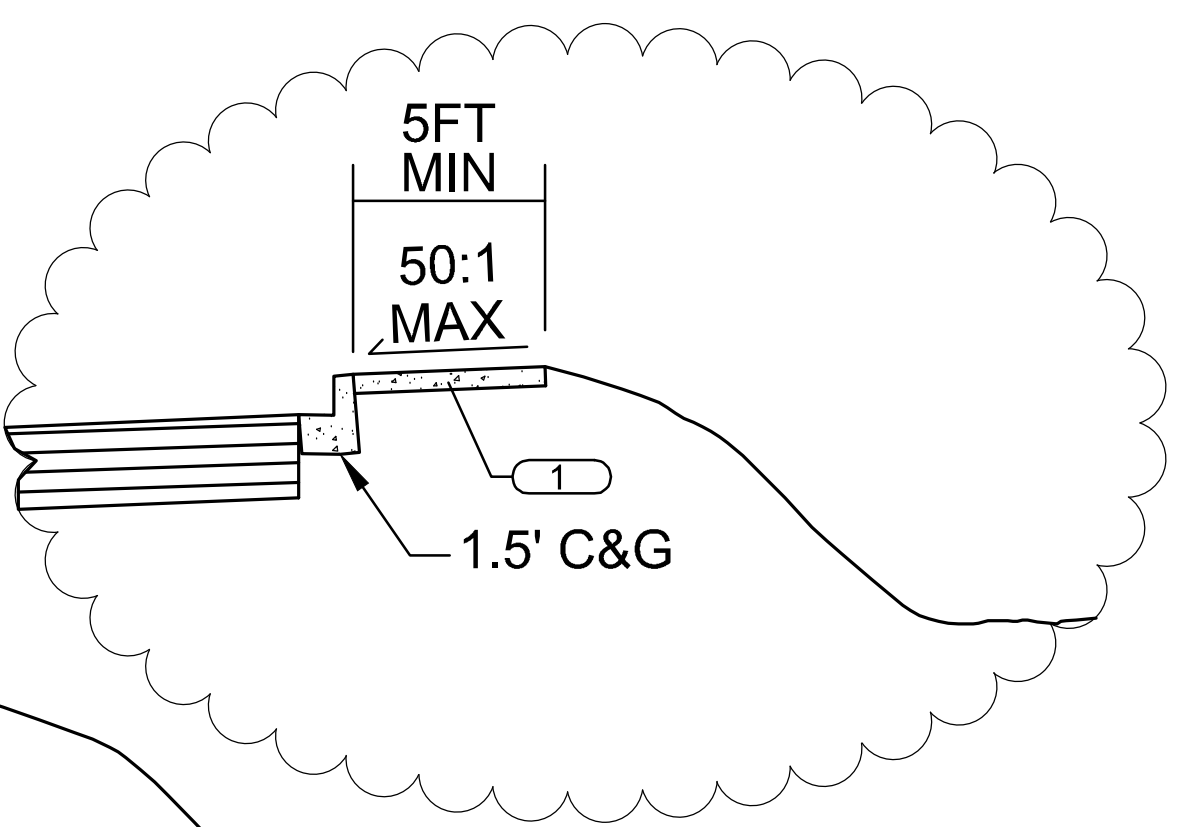
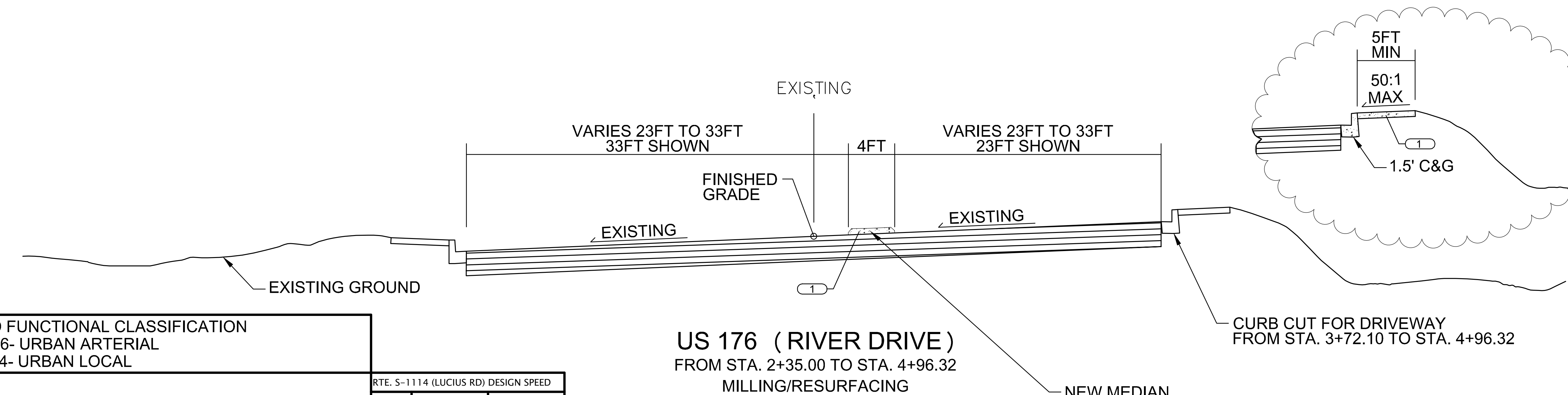
DRIVEWAY PLAN - LUCIUS ROAD

TYPICAL SECTION OF IMPROVEMENT

NOTES:
1. PAVEMENT SLOPES AND SHOULDER SLOPES MAY VARY FROM THOSE SHOWN IN TYPICAL SECTIONS (SEE CROSS SECTIONS).
2. SEE CROSS SECTIONS FOR LOCATION OF EXISTING PAVEMENT AND VARIATIONS IN EXISTING PAVEMENT WIDTHS.



NEW CURB AND SIDEWALK
FROM STA. 2+35.00 TO STA. 2+53.00



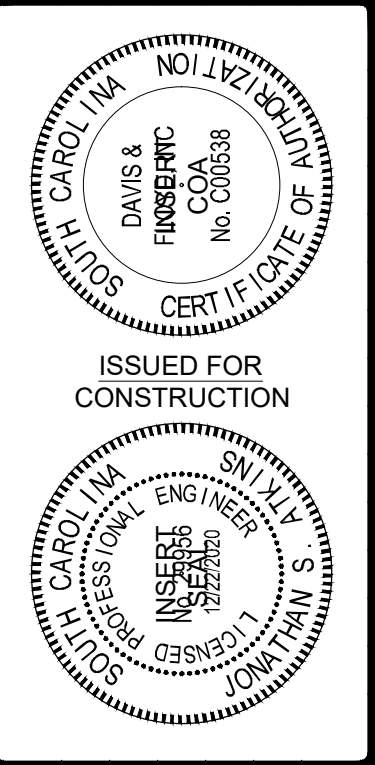
ROAD FUNCTIONAL CLASSIFICATION	
US 176- URBAN ARTERIAL	
S-1114- URBAN LOCAL	
1	CONCRETE
2	FULL DEPTH PAVEMENT SEE C820

RTE. S-1114 (LUCIUS RD) DESIGN SPEED			
MPH	FROM STA.	TO STA.	
30	0+52.42	13+49.64	
RTE. US 176 (RIVER DR) DESIGN SPEED			
MPH	FROM STA.	TO STA.	
40	3+45.50	4+96.32	



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PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88



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GREENVILLE, SC 29615
(864) 527-9800

**CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY**
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

OWNER
CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA

DESIGNER
DAVIS & FLOYD
154 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

SCDOT SECTIONS	
NO.	DATE
013845.01	DECEMBER 2020
1	REVISIONS
2	REVISIONS
3	REVISIONS
4	REVISIONS
5	REVISIONS
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99	REVISIONS
100	REVISIONS

GENERAL NOTES:

1. ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION OPERATIONS AND ARE NOT COVERED BY PAVEMENT OR OTHER STRUCTURES SHALL BE GRASSED OR MULCHED AND MAINTAINED UNTIL AN ACCEPTABLE STAND OF GRASS HAS BEEN ESTABLISHED AND ACCEPTED. FINAL APPROVAL OF THIS PROJECT WILL NOT BE GIVEN UNTIL GRASSING MEETING THE REQUIREMENTS OF SPECIFICATION SECTION 02921 HAS BEEN ACCOMPLISHED.
2. ALL FILL MATERIAL WILL BE TESTED IN ACCORDANCE WITH THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS DEFINED BY ASTM D698 AND MEETING THE COMPACTION REQUIREMENTS GIVEN IN SPECIFICATION SECTION 02031.
3. FILL AREAS THAT FAIL TO MEET COMPACTION REQUIREMENTS AS SPECIFIED SHALL BE TESTED BY AND INDEPENDENT TESTING LAB AT NO ADDITIONAL COST TO THE OWNER.
4. THE SITE WILL REQUIRE APPROXIMATELY 1500 CY OF IMPORT TO BRING THE SITE TO FINAL GRADE. THIS QUANTITY IS FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES.

NOTES:

1. ELEVATION DATUM: NOTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. HORIZONTAL DATUM: SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM OF 1983 BASED ON INTERNATIONAL FEET (SC83IF).
3. MAXIMUM PEDESTRIAN RAMP RUNNING SLOPE IS 1:12.
4. MAXIMUM CROSS SLOPE ON ANY PEDESTRIAN RAMP AND SIDEWALK IS 1:50.
5. ALL SIDEWALKS, STRIPING, AND SIGNAGE TO BE ADA AND MUTCD COMPLIANT.

GENERAL LEGEND

PROPERTY LINE
TREE PROTECTION

GRADING AND DRAINAGE LEGEND

EXISTING CONTOUR - MAJOR
EXISTING CONTOUR - MINOR
PROPOSED CONTOUR - MAJOR
PROPOSED CONTOUR - MINOR
PROPOSED STORM PIPE

GRADE ELEVATION
DROP INLET

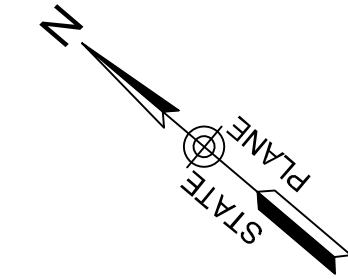
SURFACE FLOW DIRECTIONAL
ARROW
OUTLET CONTROL STRUCTURE



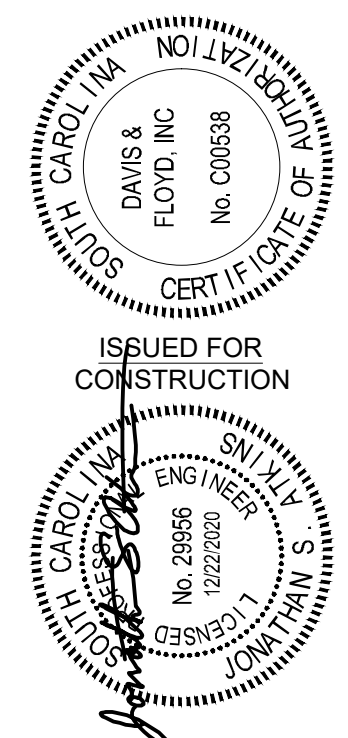
Know what's below.
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PROJECT DATUM INFORMATION:

HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88



0 30' 60'
SCALE: 1" = 30'



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CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

GRADING & STORM DRAIN PLAN

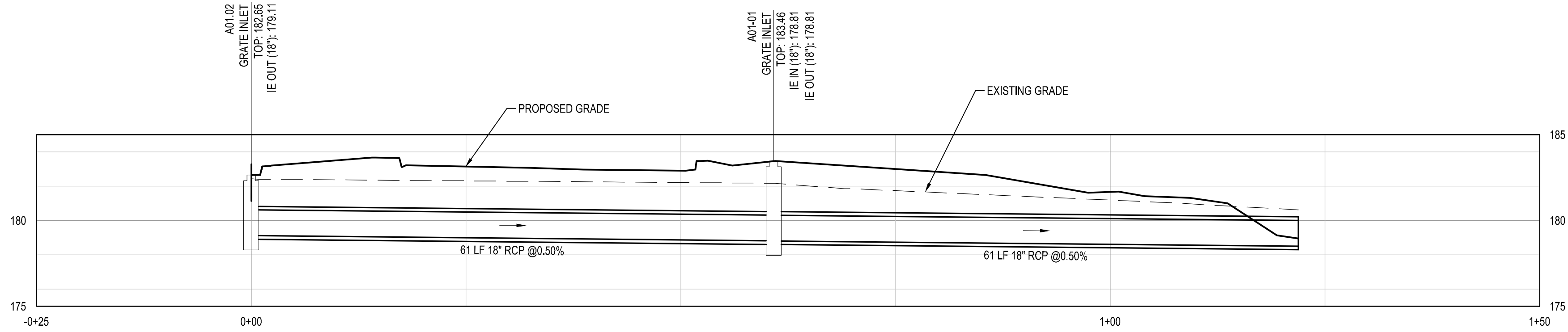
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2	02/02/2021	ISSUED FOR ADJUSTMENT	JJA		
3	02/02/2021	ISSUED FOR ADJUSTMENT	JJA		
4	02/02/2021	ISSUED FOR ADJUSTMENT	JJA		
5	02/02/2021	ISSUED FOR ADJUSTMENT	JJA		

DATE	01/30/2021	DATE	12/02/2020
DESIGNED	JJA	DRAWN	JJA
CHECKED	JJA	IN CHARGE	JJA
APPROVED	JJA	APPROVED	JJA

C300

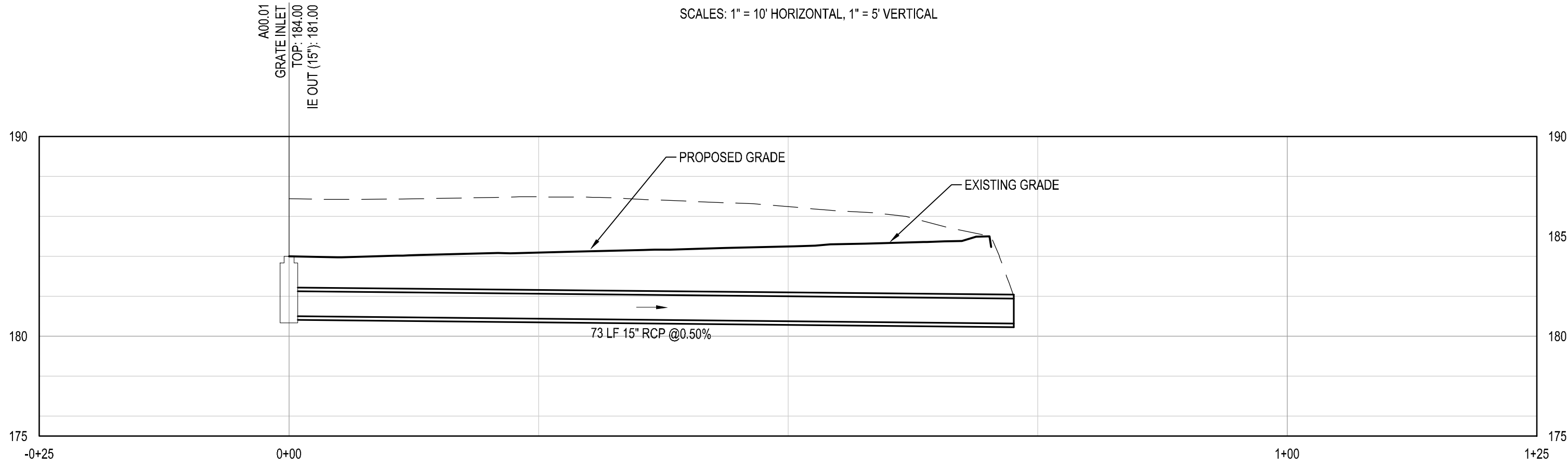
PAGE 7 OF 21

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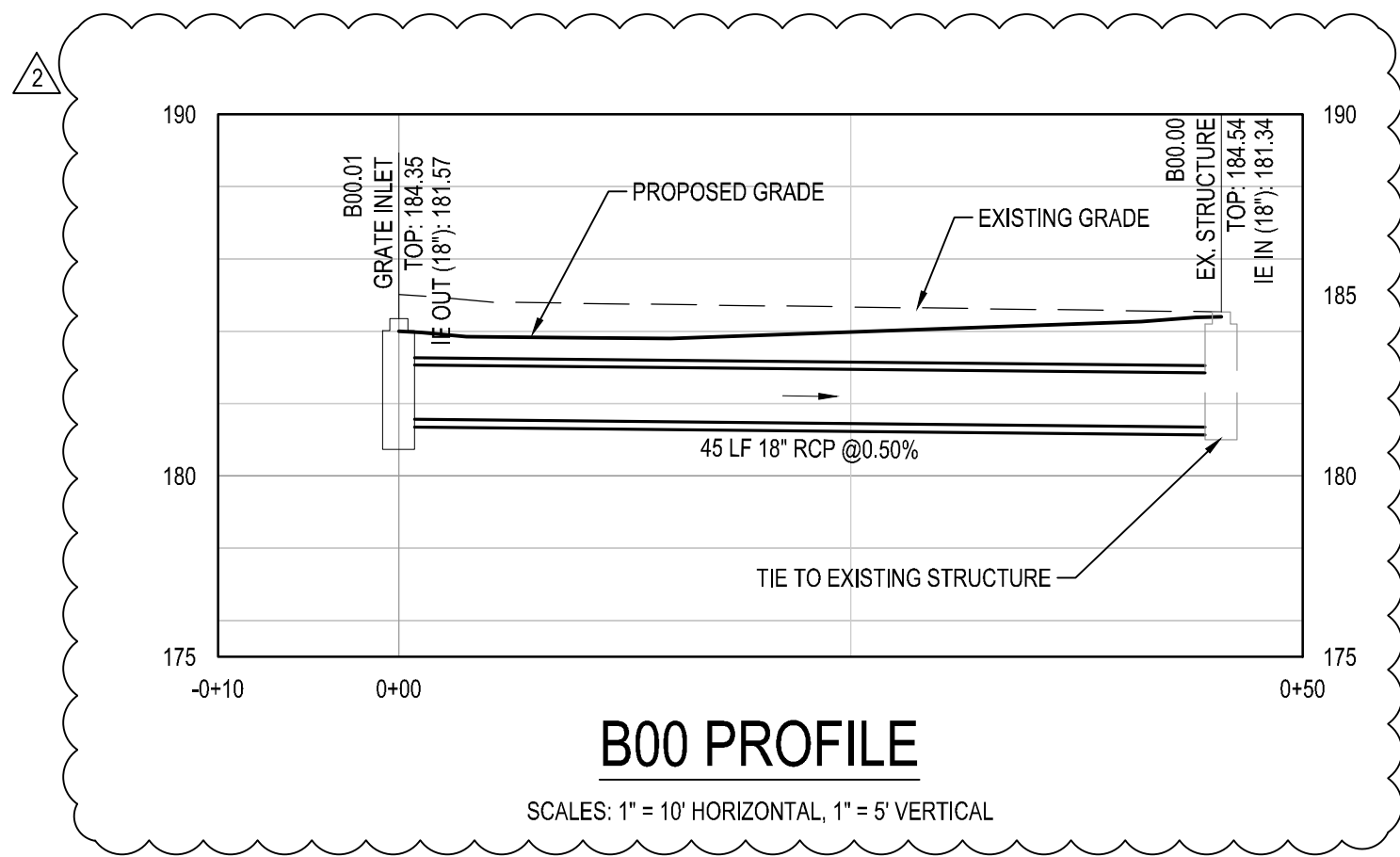
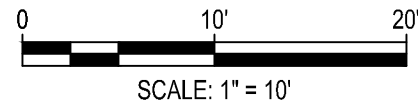
A01 PROFILE

SCALES: 1" = 10' HORIZONTAL, 1" = 5' VERTICAL



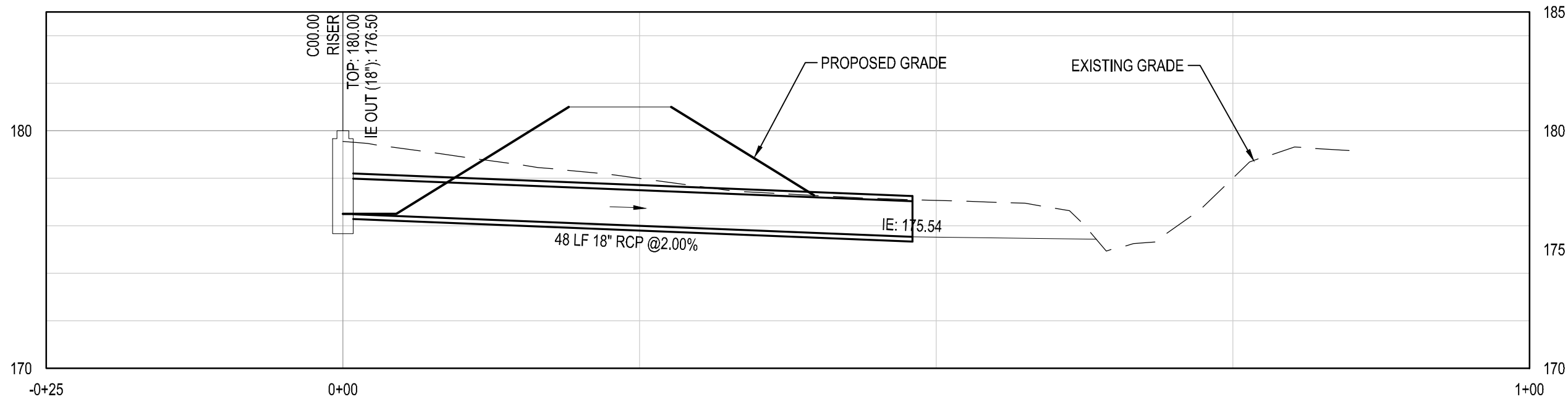
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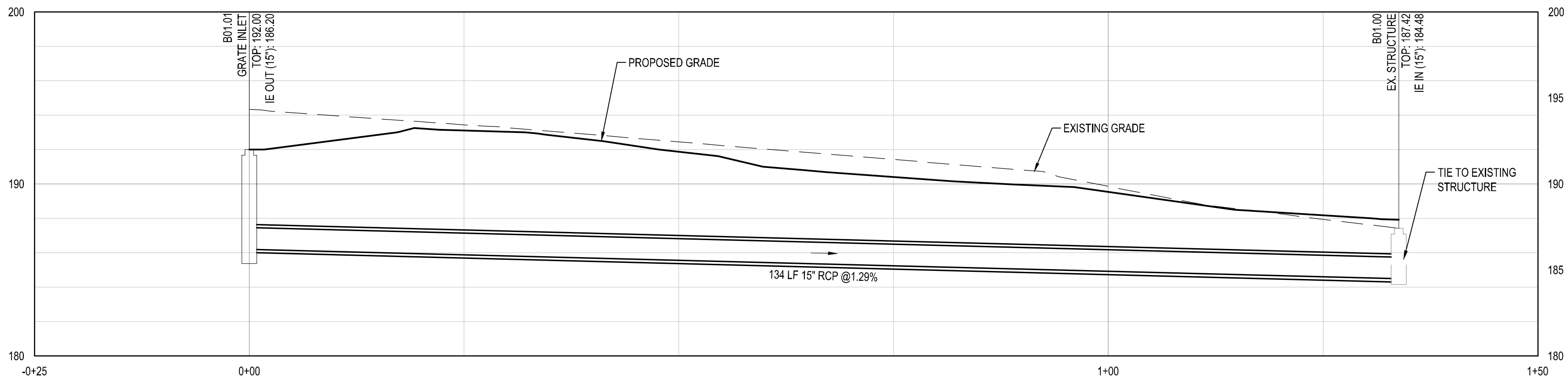
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SCALES: 1" = 10' HORIZONTAL, 1" = 5' VERTICAL



C00 PROFILE

SCALES: 1" = 10' HORIZONTAL, 1" = 5' VERTICAL

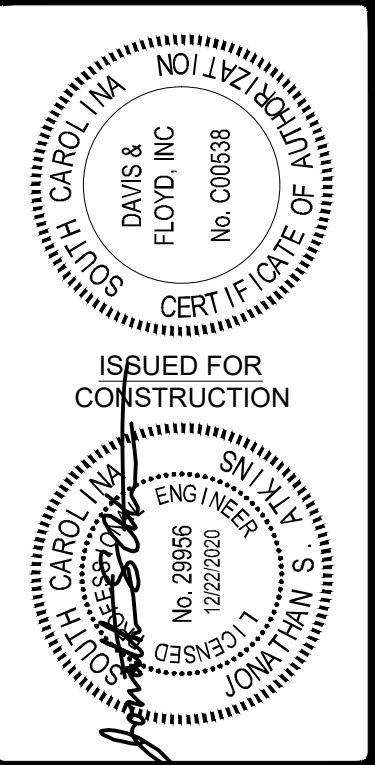


B01 PROFILE

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CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

STORM DRAIN PROFILES

NO.	DESCRIPTION	DATE	REL.	CHKD.	DATE
1	ISSUED FOR PERMITTING	JAN	12/22/2020	JAN	02/02/2021
2	ISSUED FOR ADOPTMENT	JAN			
3	REVIEWED	JAN			
4	ISSUED FOR ADOPT REVIEW	JAN			
5	ISSUED FOR CONTRACTING	JAN			
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SWPPP SEQUENCE OF CONSTRUCTION

CONSTRUCTION SEQUENCE - PHASE 1 INITIAL LAND DISTURBANCE:

1. RECEIVE NPDES COVERAGE FROM CITY OF COLUMBIA/SCDHEC.
2. CONDUCT PRE-CONSTRUCTION MEETING ON-SITE.
3. NOTIFY CITY OF COLUMBIA 48 HOURS PRIOR TO BEGINNING LAND DISTURBING ACTIVITIES.
4. INSTALL CONSTRUCTION ENTRANCE AND BEGIN MAINTENANCE OF SEDIMENT CONTROLS AS NECESSARY. CONTINUE MAINTENANCE UNTIL ALL FINAL STABILIZATION MEASURES ARE IN PLACE AND REMOVAL OF CONTROLS IS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
5. INSTALLATION OF INLET PROTECTION TO ALL EXISTING STORM DRAINAGE STRUCTURES RECEIVING FLOW FROM THE DISTURBED AREAS AS APPLICABLE.
6. CLEAR AND GRUB ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
7. INSTALL PERIMETER CONTROLS.
8. BEGIN WEEKLY INSPECTIONS.

CONSTRUCTION NOTES - PHASE 1 INITIAL LAND DISTURBANCE:

1. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK AND CHECKED AFTER EACH RAIN EVENT AND AT THE END OF EACH WORKING DAY. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF THE SEDIMENT ACCUMULATION HAS REACHED 1/2 HEIGHT OR THE CAPACITY OF THE DEVICE, AS APPLICABLE.
2. THE CONSTRUCTION ENTRANCE(S) SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOW OF MUD ONTO PAVED AREAS. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO PAVED AREAS OR INTO STORM DRAINAGE SHALL BE IMMEDIATELY REMOVED.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF EROSION CONTROL MEASURES INDICATED DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS DIRECTED BY THE ON-SITE INSPECTOR OR ENGINEER.
4. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES INCLUDING REPLACING OR REPAIRING ANY DAMAGED DEVICES.
5. TEMPORARY SEEDING SHALL BE INSTALLED ON ALL EXPOSED AREAS WITHIN FOURTEEN (14) DAYS OF LAND DISTURBANCE CEASING.
6. THE LOCATION OF ANY POSSIBLE STOCKPILES, OFFSITE MATERIAL, WASTE, BORROW, OR CONSTRUCTION EQUIPMENT STORAGE OR LAYDOWN AREAS SHALL BE WITHIN THE LIMITS OF DISTURBANCE, ALONG WITH THE ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES.
7. THE SITE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING TO LIMIT THE AMOUNT OF LAND STRIPPED OF ITS NATURAL COVER AND, THEREFORE, LIMIT DURATION OF EXPOSURE BEFORE STABILIZATION COVER IS ESTABLISHED.
8. SEDIMENT SHALL NOT BE WASHED INTO INLETS. ACCUMULATED SEDIMENT SHALL BE REMOVED AND RE-PLACED ON-SITE AND STABILIZED IN SUCH A MANNER THAT IT DOES NOT ACCUMULATE AGAIN.
9. EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE REQUIRED FOR INSTALLATION HAS OCCURRED AND BEFORE ADJACENT CLEARING IS BEGUN. THE LOCATION OF SOME EROSION CONTROL DEVICES MAY NEED TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DEVIATE FROM THOSE PROPOSED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER.

CONSTRUCTION SEQUENCE - PHASE 2 CONSTRUCTION:

1. CONTINUE MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES UNTIL ALL FINAL STABILIZATION MEASURES ARE IN PLACE AND REMOVAL OF CONTROLS IS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
2. CLEARING AND GRUBBING/STRIPPING.
3. DEMOLITION OF EXISTING UTILITIES AND PAVED AREAS.
4. ROUGH GRADING.
5. BEGIN BUILDING CONSTRUCTION.
6. INSTALLATION OF PROPOSED STORM DRAINAGE SYSTEM.
7. INSTALLATION OF INLET PROTECTION TO PROPOSED STORM DRAINAGE INLETS.
8. FINE GRADING.
9. PERMANENT SEEDING AND ESTABLISH PERMANENT SOIL STABILIZATION.
10. PAVING OF STREETS, AND SIDEWALKS.
11. REMOVE TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER THE ENTIRE AREA FLOWING TO EACH MEASURE IS PERMANENTLY STABILIZED AND APPROVED BY THE ENGINEER AND THE AUTHORITY HAVING JURISDICTION.

12. CEASE WEEKLY INSPECTIONS ONCE STABILIZATION HAS BEEN APPROVED. REDUCE TO MONTHLY UNTIL PERMIT IS CLOSED OUT.
13. ENGINEER SHALL SUBMIT PERMIT CLOSEOUT DOCUMENTATION TO CITY OF COLUMBIA STORMWATER DEPARTMENT FOR APPROVAL.
14. UPON APPROVAL, SUBMIT PERMIT CLOSEOUT DOCUMENTATION TO SCDHEC AND MONTHLY INSPECTIONS SHALL CEASE

CONSTRUCTION NOTES - PHASE 2 CONSTRUCTION:

1. THE SITE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING TO LIMIT THE AMOUNT OF LAND STRIPPED OF ITS NATURAL COVER AND, THEREFORE, LIMIT DURATION OF EXPOSURE BEFORE STABILIZATION COVER IS ESTABLISHED.
2. SEDIMENT SHALL NOT BE WASHED INTO INLETS. ACCUMULATED SEDIMENT SHALL BE REMOVED AND REPLACED ON-SITE AND STABILIZED IN SUCH A MANNER THAT IT DOES NOT ACCUMULATE AGAIN.
3. TEMPORARY SEED, AS APPLICABLE, SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF LAND DISTURBANCE CEASING.
4. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
5. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE CHECKED AFTER EACH RAIN EVENT AND AT THE END OF EACH WORKING DAY. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF THE SEDIMENT ACCUMULATION HAS REACHED 1/2 HEIGHT OF THE CAPACITY OF THE DEVICE, AS APPLICABLE.
6. THE CONSTRUCTION ENTRANCE(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PAVED AREAS. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO PAVED AREAS OR INTO STORM DRAINAGE SHALL BE IMMEDIATELY REMOVED.
7. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF EROSION CONTROL MEASURES INDICATED DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS DIRECTED BY THE ON-SITE INSPECTOR OR ENGINEER.

CONSTRUCTION SEQUENCE - PHASE 3 STABILIZATION:

1. CONTINUE MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES UNTIL ALL FINAL STABILIZATION MEASURES ARE IN PLACE AND REMOVAL OF CONTROLS IS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
2. PERMANENT SEEDING AND ESTABLISH PERMANENT SOIL STABILIZATION.
3. PAVING OF STREETS AND SIDEWALKS AND PARKING LOT.
4. REMOVE TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER THE ENTIRE AREA FLOWING TO EACH MEASURE IS PERMANENTLY STABILIZED AND APPROVED BY THE ENGINEER AND THE AUTHORITY HAVING JURISDICTION.
5. CEASE WEEKLY INSPECTIONS ONCE STABILIZATION HAS BEEN APPROVED. REDUCE TO MONTHLY UNTIL PERMIT IS CLOSED OUT.
6. ENGINEER SHALL SUBMIT PERMIT CLOSEOUT DOCUMENTATION TO CITY OF COLUMBIA STORMWATER DEPARTMENT FOR APPROVAL.
7. UPON APPROVAL, SUBMIT PERMIT CLOSEOUT DOCUMENTATION TO SCDHEC AND MONTHLY INSPECTIONS SHALL CEASE

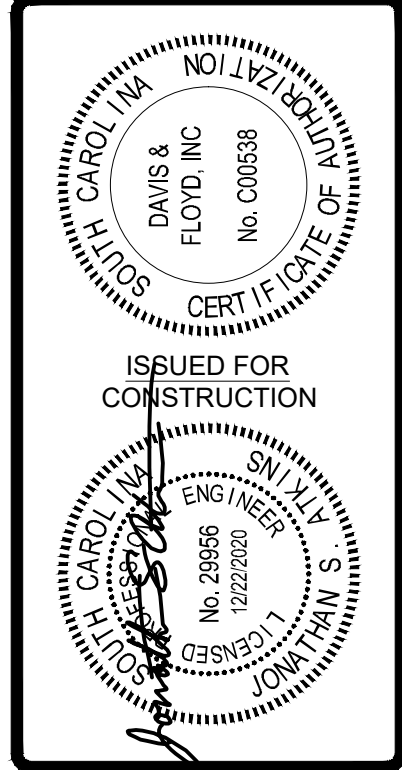
STABILIZATION NOTES - PHASE 3 STABILIZATION:

1. SEDIMENT SHALL NOT BE WASHED INTO INLETS. ACCUMULATED SEDIMENT SHALL BE REMOVED AND REPLACED ON-SITE AND STABILIZED IN SUCH A MANNER THAT IT DOES NOT ACCUMULATE AGAIN.
2. TEMPORARY SEED, AS APPLICABLE, SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE CEASING.
3. THE CONTRACTOR SHALL MAINTAIN ALL PONDS, SEDIMENT BASINS, AND EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE REMOVED FROM BASINS WHEN IT REACHES THE HALFWAY POINT ON THE RISER.
4. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE CHECKED AFTER EACH RAIN EVENT AND AT THE END OF EACH WORKING DAY. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF THE SEDIMENT ACCUMULATION HAS REACHED 1/2 HEIGHT OF THE CAPACITY OF THE DEVICE, AS APPLICABLE.
5. THE CONSTRUCTION ENTRANCE(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PAVED AREAS. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO PAVED AREAS OR INTO STORM DRAINAGE SHALL BE IMMEDIATELY REMOVED.
6. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF EROSION CONTROL MEASURES INDICATED DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS DIRECTED BY THE ON-SITE INSPECTOR OR ENGINEER.
7. UPON COMPLETION OF THE PROJECT AND AUTHORIZATION FROM THE AUTHORITY HAVING JURISDICTION, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND PROPERLY DISPOSE OF THEM UNLESS OTHERWISE NOTED.

SCDHEC NOTES:

1. IF NECESSARY, SLOPES, WHICH EXCEED WIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS. IN ADDITION TO HYDROSEEDING, IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTIVABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
 - a. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOWCOVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - b. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS. TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. AFTER CONSTRUCTION ACTIVITIES BEGIN, ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK AND AFTER STORM EVENTS AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATED THAT A BMP HAS BEEN INAPPROPRIATELY, OR INCORRECTLY INSTALLED, THE PERMITEE MUST ADDRESS THE NECESSARY REPLACEMENT R MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION, ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFF-SITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT. LAIDEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
8. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, SHALL BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE SHALL BE PROVIDED IN AREAS WHERE A 50-FOOT BUFFER CANT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
9. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
10. A COPY OF THE SWPPP, INSPECTION RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
11. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
12. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE PRESERVE TOPSOIL.
13. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
14. MINIMIZE THE DISCHARGES OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMP'S (SEDIMENT BASIN, FILTER BAG, ETC.)
15. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - * WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL
 - * WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS
 - * FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE
 - * SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING
16. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
17. IF EXISTING BMP'S NEED TO BE MODIFIED OR IF ADDITIONAL BMP'S ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER POSSIBLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMP'S MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
18. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

CONSTRUCTION SCHEDULE																																	
CONSTRUCTION SCHEDULE	START DATE: TBD											DURATION: 33 WEEKS																					
	ACTIVITY (WEEKS)																																
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PRE-CONSTRUCTION MEETING																																	
INSTALLATION OF CONSTRUCTION ENTRANCE																																	
INSTALLATION OF PERIMETER CONTROLS, SEDIMENT TRAPS, AND TEMPORARY DIVERSIONS																																	
MAINTAINING ALL SEDIMENT AND EROSION CONTROL BMPs																																	
CLEARING AND GRUBBING OF TREES																																	
DEMOLITION OF PAVEMENT AND STRIPPING OF TOPSOIL																																	
SITE GRADING																																	
INSTALLATION OF PROPOSED STORM DRAINAGE SYSTEM																																	
FINE GRADING																																	
GRASSING OF ALL DISTURBED AREAS																																	
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CONSTRUCTION OF BUS SHELTERS																																	
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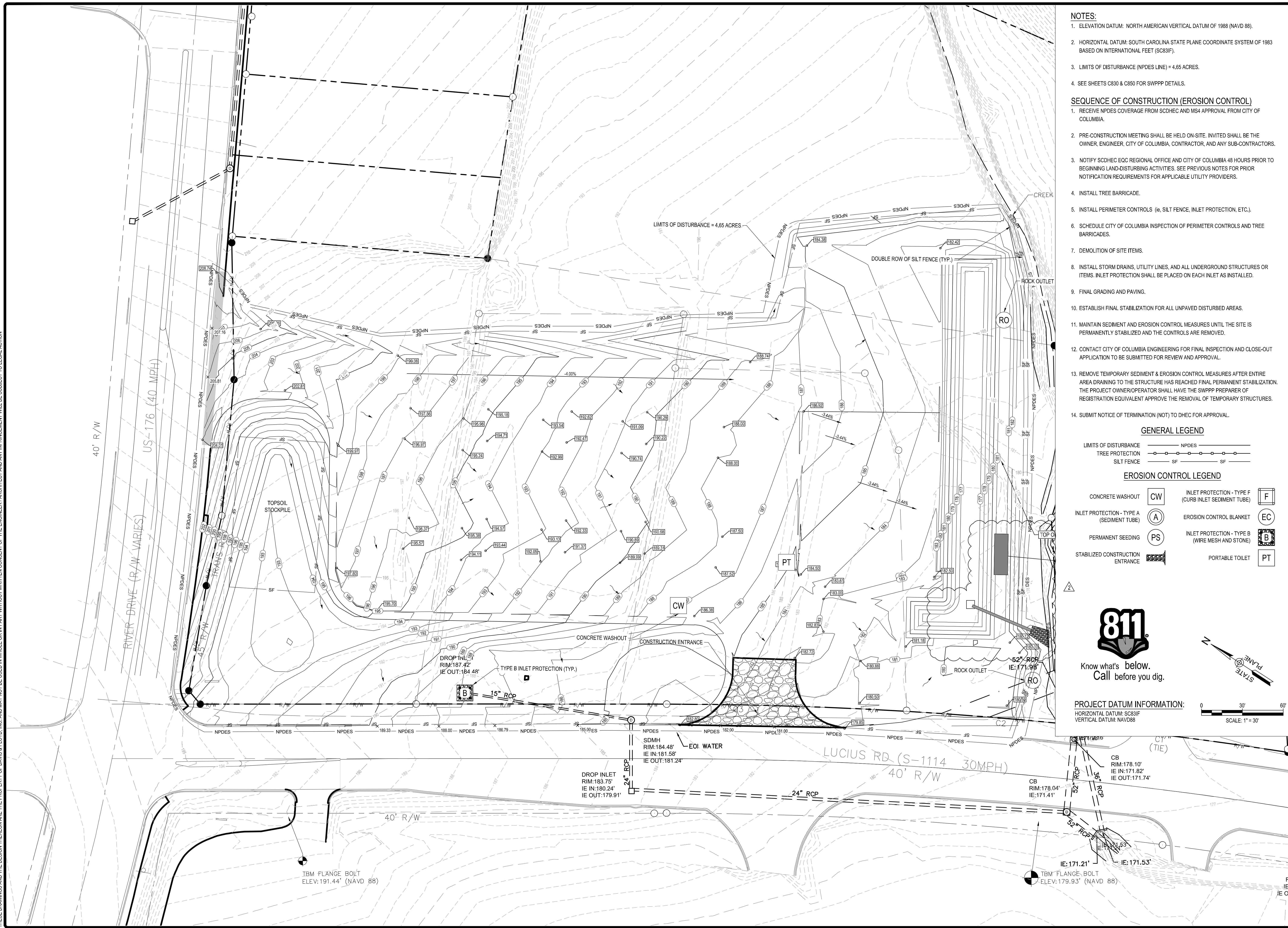
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CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE

LUCIUS ROAD SUPERSTOP

FOR NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE		DISCLOSED		RELEASED		NO.		DATE	
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DAVIS & FLOYD SINCE 1954		DAVIS & FLOYD, INC. No. C000538 CERTIFICATE OF AUTHORITY ISSUED FOR CONSTRUCTION	
DAVIS & FLOYD SINCE 1954		WWW.DAVISANDFLOYD.COM 164 MILESTONE WAY, SUITE 200 GREENVILLE, SC 29615 (864) 527-9800	

CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY COLUMBIA, SOUTH CAROLINA PROJECT TITLE		LUCIUS ROAD SUPERSTOP	
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SWPPP PLAN - INITIAL		DRAWING TITLE	
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DATE	NO.	REVISION	DESCRIPTION	DATE
DECEMBER 2020 APPROVED J.A.	1	ISSUED FOR PERMITTING	AWA	12/22/2020
	2	ISSUED FOR AERODROME MT	AWA	09/02/2021
	3	ISSUED FOR AERODROME MT	AWA	09/02/2021
	4	ISSUED FOR AERODROME MT	AWA	09/02/2021
	5	ISSUED FOR CONSTRUCTION	AWA	11/10/2021
	EH	DESIGNED		
	APPROVED			
	TW			

PAGE 10 OF 21
C510

J:\Users\odd13845-01\Production\Civil Drawings\13845-01-EROSION.dwg, 2/24/2022 8:48:27 AM, jonathan.alkins, ps
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- NOTES:**
- SEE SHEETS C830 & C850 FOR SWPPP DETAILS.
 - LIMITS OF DISTURBANCE (NPDES LINE) = 4.65 ACRES.
- SEQUENCE OF CONSTRUCTION (EROSION CONTROL)**
- RECEIVE NPDES COVERAGE FROM SCDHEC AND MS4 APPROVAL FROM CITY OF COLUMBIA.
 - PRE-CONSTRUCTION MEETING SHALL BE HELD ON-SITE. INVITED SHALL BE THE OWNER, ENGINEER, CITY OF COLUMBIA, CONTRACTOR, AND ANY SUB-CONTRACTORS.
 - NOTIFY SCDHEC EQC REGIONAL OFFICE AND CITY OF COLUMBIA 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES. SEE PREVIOUS NOTES FOR PRIOR NOTIFICATION REQUIREMENTS FOR APPLICABLE UTILITY PROVIDERS.
 - INSTALL TREE BARRICADE.
 - INSTALL PERIMETER CONTROLS (ie, SILT FENCE, INLET PROTECTION, ETC.).
 - SCHEDULE CITY OF COLUMBIA INSPECTION OF PERIMETER CONTROLS AND TREE BARRICADES.
 - DEMOLITION OF SITE ITEMS.
 - INSTALL STORM DRAINS, UTILITY LINES, AND ALL UNDERGROUND STRUCTURES OR ITEMS. INLET PROTECTION SHALL BE PLACED ON EACH INLET AS INSTALLED.
 - FINAL GRADING AND PAVING.
 - ESTABLISH FINAL STABILIZATION FOR ALL UNPAVED DISTURBED AREAS.
 - MAINTAIN SEDIMENT AND EROSION CONTROL MEASURES UNTIL THE SITE IS PERMANENTLY STABILIZED AND THE CONTROLS ARE REMOVED.
 - CONTACT CITY OF COLUMBIA ENGINEERING FOR FINAL INSPECTION AND CLOSE-OUT APPLICATION TO BE SUBMITTED FOR REVIEW AND APPROVAL.
 - REMOVE TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE HAS REACHED FINAL PERMANENT STABILIZATION. THE PROJECT OWNER/OPERATOR SHALL HAVE THE SWPPP PREPARER OF REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES.
 - SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC FOR APPROVAL.

GENERAL LEGEND

LIMITS OF DISTURBANCE — NPDES
TREE PROTECTION — SF
SILT FENCE — SF

EROSION CONTROL LEGEND

CONCRETE WASHOUT [CW]
INLET PROTECTION - TYPE A (SEDIMENT TUBE) [A]
PERMANENT SEEDING [PS]
STABILIZED CONSTRUCTION ENTRANCE [ENTRANCE]

INLET PROTECTION - TYPE F (CURB INLET SEDIMENT TUBE) [F]
EROSION CONTROL BLANKET [EC]
INLET PROTECTION - TYPE B (WIRE MESH AND STONE) [B]
PORTABLE TOILET [PT]
ROCK OUTLET [RO]

811
Know what's below.
Call before you dig.

PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88

SCALE: 1" = 30'

DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
154 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE: LUCIUS ROAD SUPERSTOP

SWPPP PLAN - CONSTRUCTION

NO.	DATE	DESCRIPTION	RELEASED
1	01/30/2020	ISSUED FOR PERMITTING	JAA
2	02/02/2021	ISSUED FOR PERMITTING	JAA
3	02/02/2021	ISSUED FOR PERMITTING	JAA
4	02/02/2021	ISSUED FOR PERMITTING	JAA
5	02/02/2021	ISSUED FOR PERMITTING	JAA

DECEMBER 2020

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PAGE 11 OF 21

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- NOTES:**
- SEE SHEETS C830 & C850 FOR SWPPP DETAILS.
 - LIMITS OF DISTURBANCE (NPDES LINE) = 4.65 ACRES.
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GENERAL LEGEND

LIMITS OF DISTURBANCE — NPDES
TREE PROTECTION — SF
SILT FENCE — SF

EROSION CONTROL LEGEND

CONCRETE WASHOUT [CW] INLET PROTECTION - TYPE F (CURB INLET SEDIMENT TUBE) [F]
INLET PROTECTION - TYPE A (SEDIMENT TUBE) [A] EROSION CONTROL BLANKET [EC]
PERMANENT SEEDING [PS] INLET PROTECTION - TYPE B (WIRE MESH AND STONE) [B]
PORTABLE TOILET [PT]

811
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VERTICAL DATUM: NAVD88

SCALE: 1" = 30'

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**CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY**
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

SWPPP PLAN - STABILIZATION

NO.	DATE	DESCRIPTION	RELEASED
1	01/30/2020	ISSUED FOR PERMITTING	JA
2	02/02/2021	ISSUED FOR PERMITTING	JA
3	02/02/2021	ISSUED FOR PERMITTING	JA
4	02/02/2021	ISSUED FOR PERMITTING	JA
5	02/02/2021	ISSUED FOR PERMITTING	JA

01/30/2021
DATE: DECEMBER 2020
DRAWN: JA
CHECKED: EH
APPROVED: JA
INCH: 1/4"

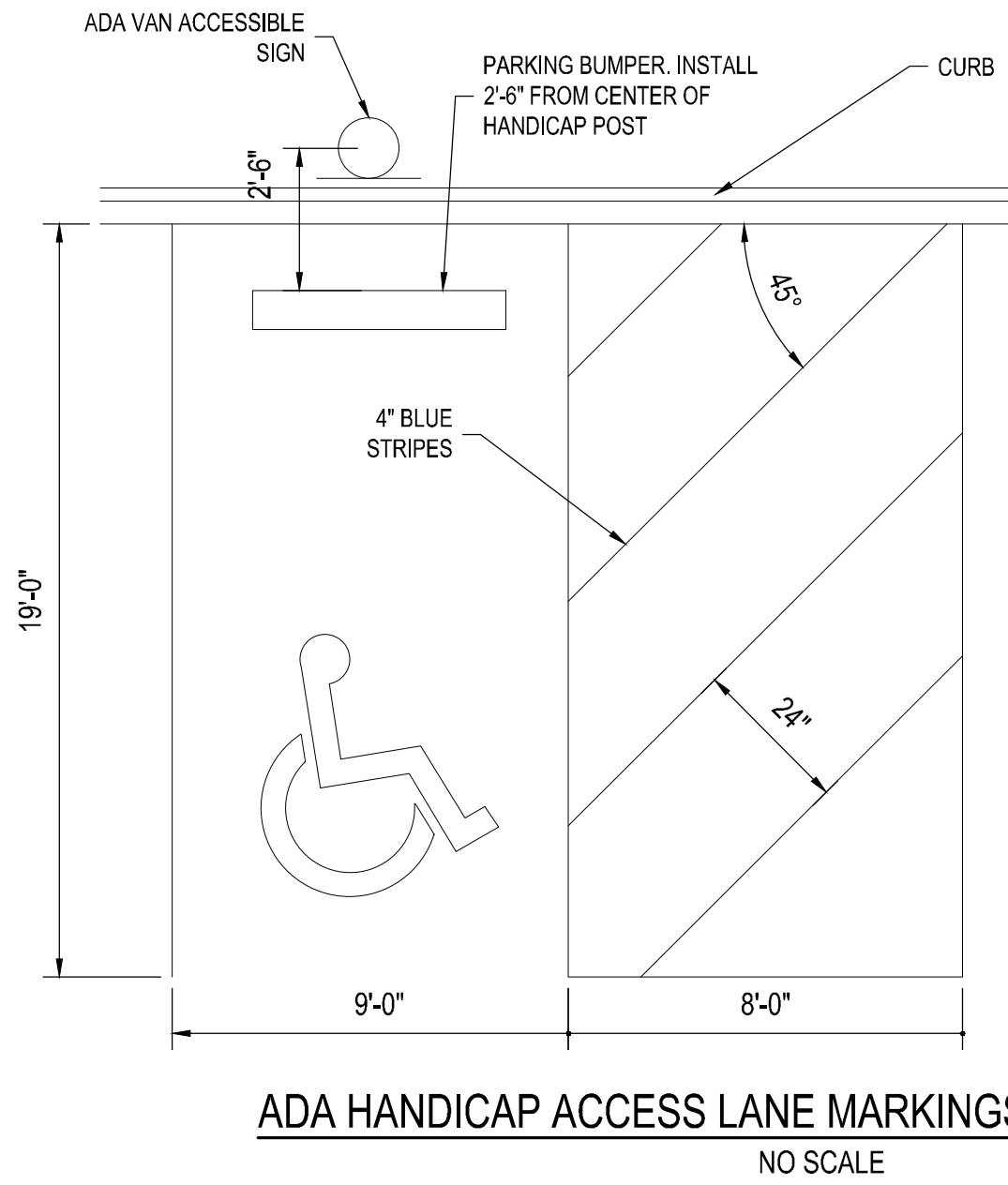
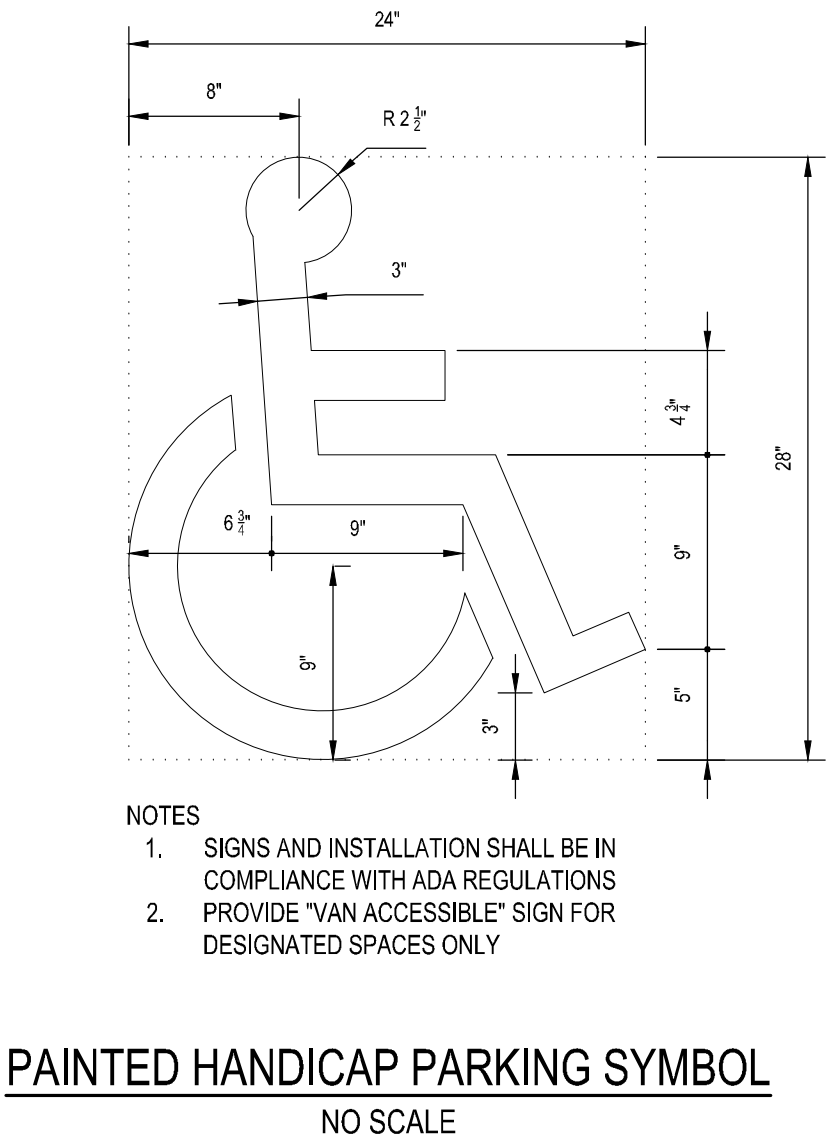
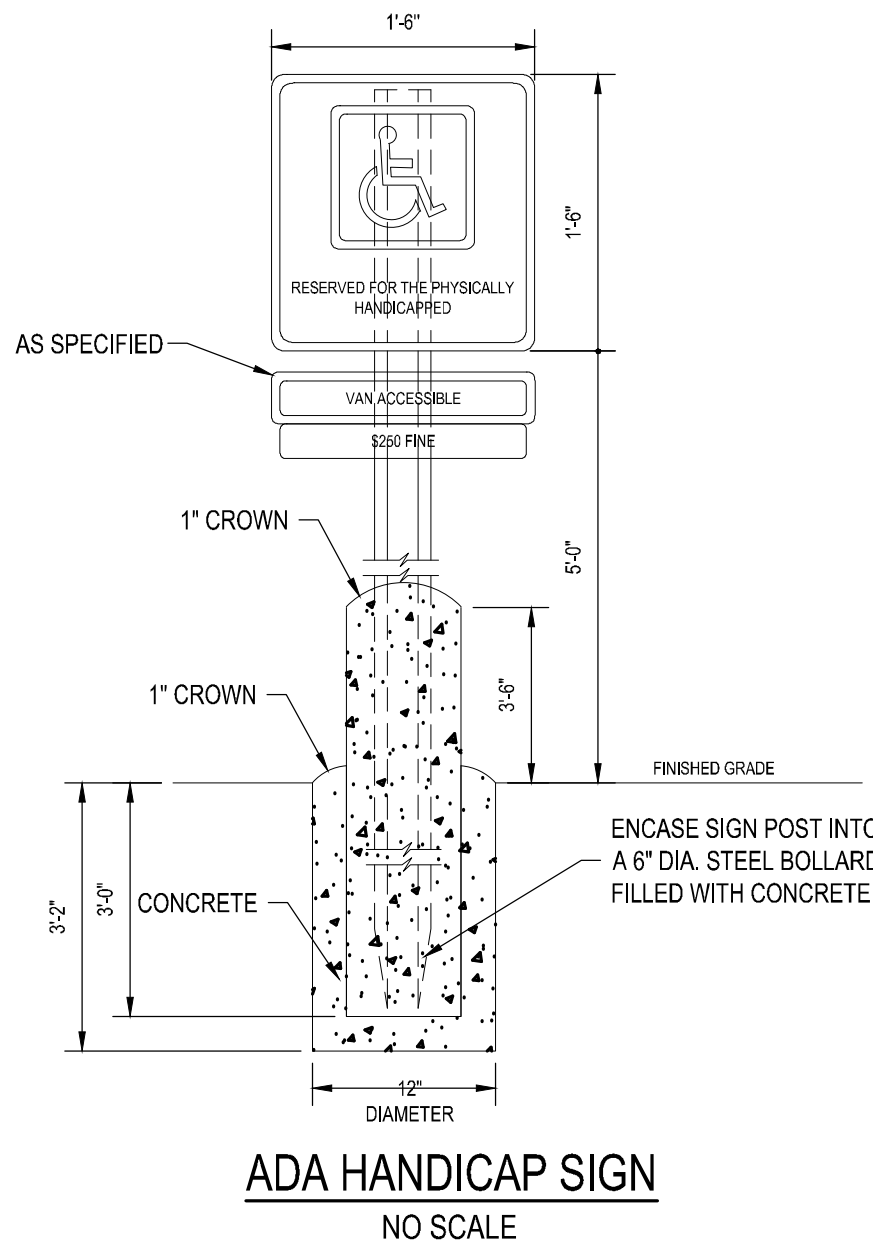
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PAGE 12 OF 21

REFER TO WWW.SCDOT.ORG FOR MOST CURRENT SCDOT STANDARD DRAWINGS

DATE 013845.01 DATE DECEMBER 2020 DESIGNED JA DRAWN EH CHECKED JA APPROVED TW		NO. 1 2 3 4 5		RELEASED 1 2 3 4 5		DESIGNED JA DATE 12/22/20 CHECKED JA DATE 02/02/21 DESIGNED JA DATE 02/02/21 DRAWN EH CHECKED JA DATE 02/02/21 APPROVED TW		DRAWING TITLE SITE DETAILS		OWNER CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY COLUMBIA, SOUTH CAROLINA PROJECT TITLE LUCIUS ROAD SUPERSTOP		DAVIS & FLOYD SINCE 1954 WWW.DAVIDFLOYD.COM 154 MILESTONE WAY, SUITE 200 GREENVILLE, SC 29615 (864) 527-5900		SOUTH CAROLINA STATE OF ARCHITECTURE DAVIS & FLOYD, INC. No. C00538 ISSUED FOR CONSTRUCTION SOUTH CAROLINA STATE OF ARCHITECTURE No. 28956 12/22/2020	
PAGE 14		OF 21													

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DATE	NO.	DESCRIPTION	DATE
01/3845.01	1	ISSUED FOR PERMITTING	JAN 11/2022/00
DECEMBER 2020	2	ISSUED FOR REVISION	JAN 02/2021
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OWNER	PROJECT TITLE
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY COLUMBIA, SOUTH CAROLINA	LUCIUS ROAD SUPERSTOP

SITE DETAILS

DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
154 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-8800

SEAL OF THE STATE OF SOUTH CAROLINA
DAVIS & FLOYD, INC.
No. C00538
CERTIFICATE OF AUTHORIZATION
ISSUED FOR CONSTRUCTION

SEAL OF THE STATE OF SOUTH CAROLINA
DAVIS & FLOYD, INC.
No. 28956
12/22/2020
SOUTH CAROLINA
LOWE, HAN S.

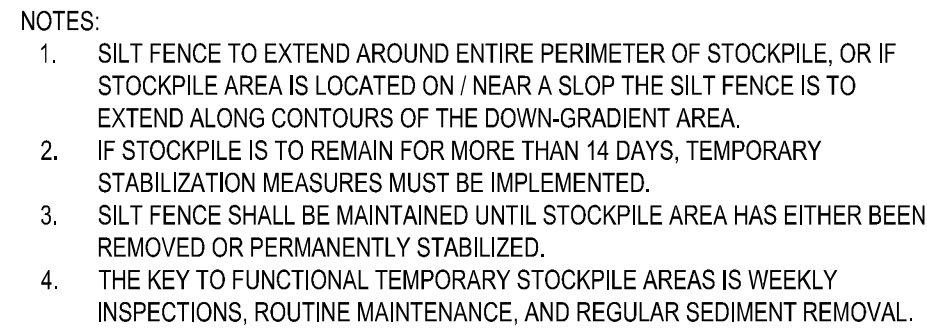
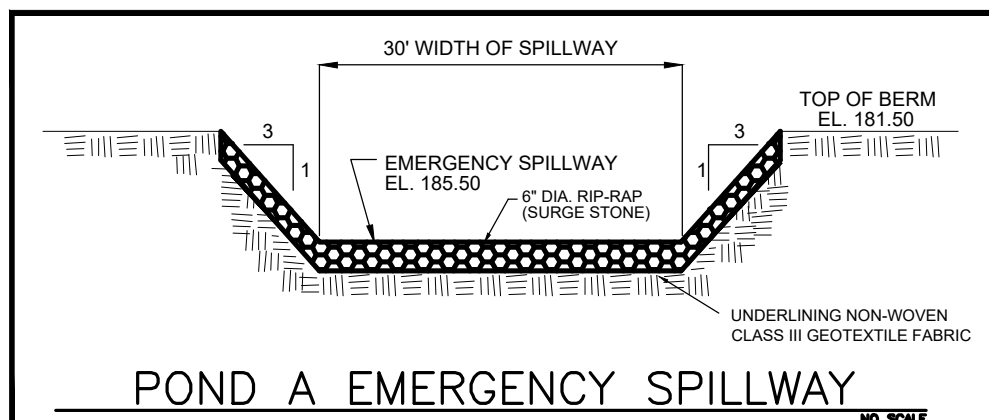


Diagram illustrating a square duct with a square pipe inside. The duct's width and height are labeled "VARIES". The pipe is labeled "PIPE" at two points.

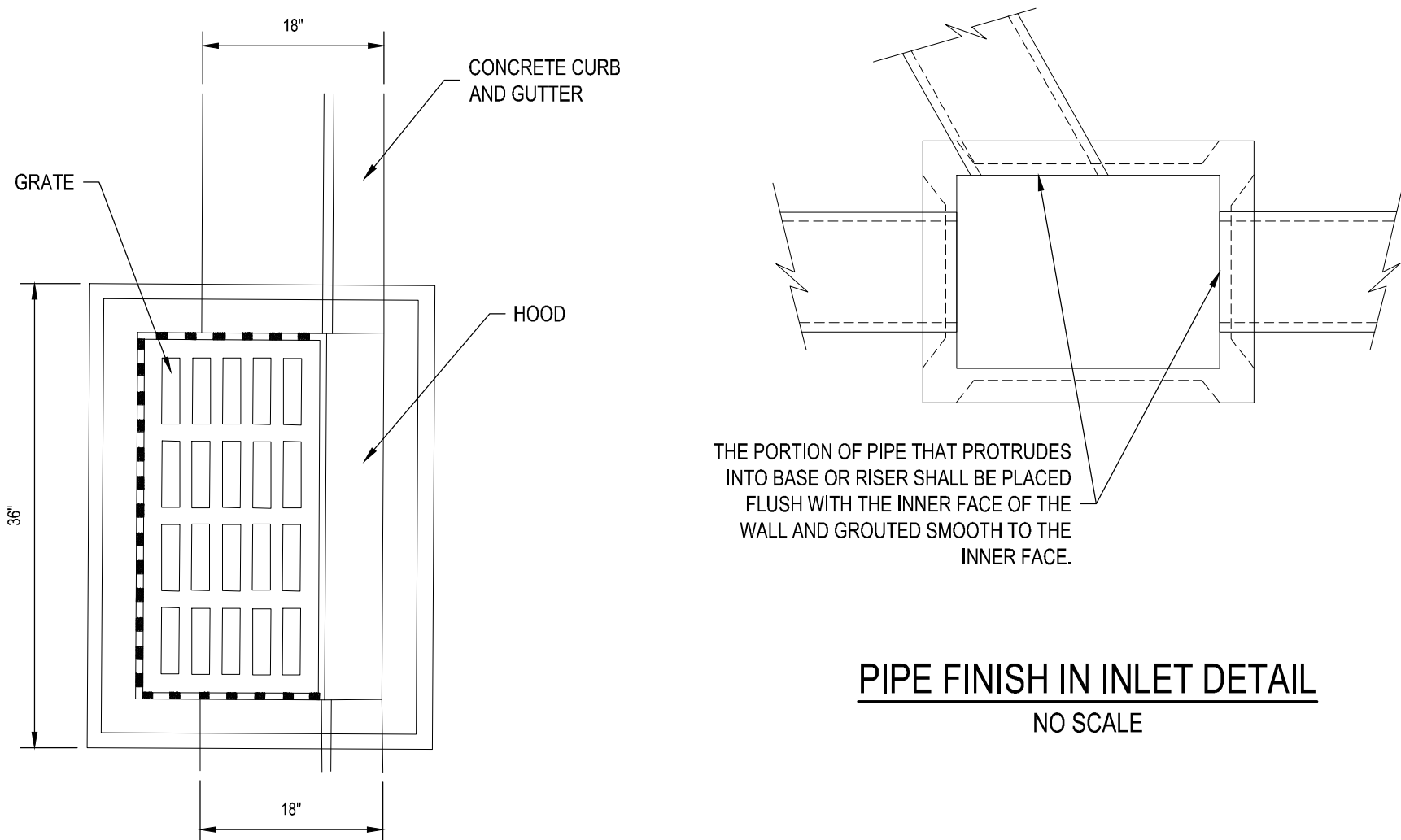
Diagram illustrating the construction of a catch basin with a grate and frame. The diagram shows a cross-section of the basin with a grate on top. The grate is labeled "24\" X 36\" CAST IRON FRAME AND GRATE H-20 LOAD RATING SCDOT STANDARD 719-001-02". The frame is supported by a "PRECAST CONCRETE TOP". The basin is filled with "GROUT SEAL PIPE TO BOX". The basin is labeled "24\" X 36\" MINIMUM". The basin is shown with a "FINISH GRADE" and a "SEAL WITH GROUT". The basin is shown with a "PRECAST DRAINAGE BOX W/ KNOCK OUT PANEL". The basin is shown with a "GROUT SEAL PIPE TO BOX". The basin is shown with a "PROVIDE CONCRETE FILL TO PIPE INVERT". The diagram includes dimensions: "4\" (height of the frame), "VARIES" (height of the basin), and "6\" (height of the basin). The diagram also includes a note: "PROVIDE CONCRETE FILL TO PIPE INVERT".



The diagram illustrates the cross-section of Stormwater Management Pond A. Key features and elevations include:

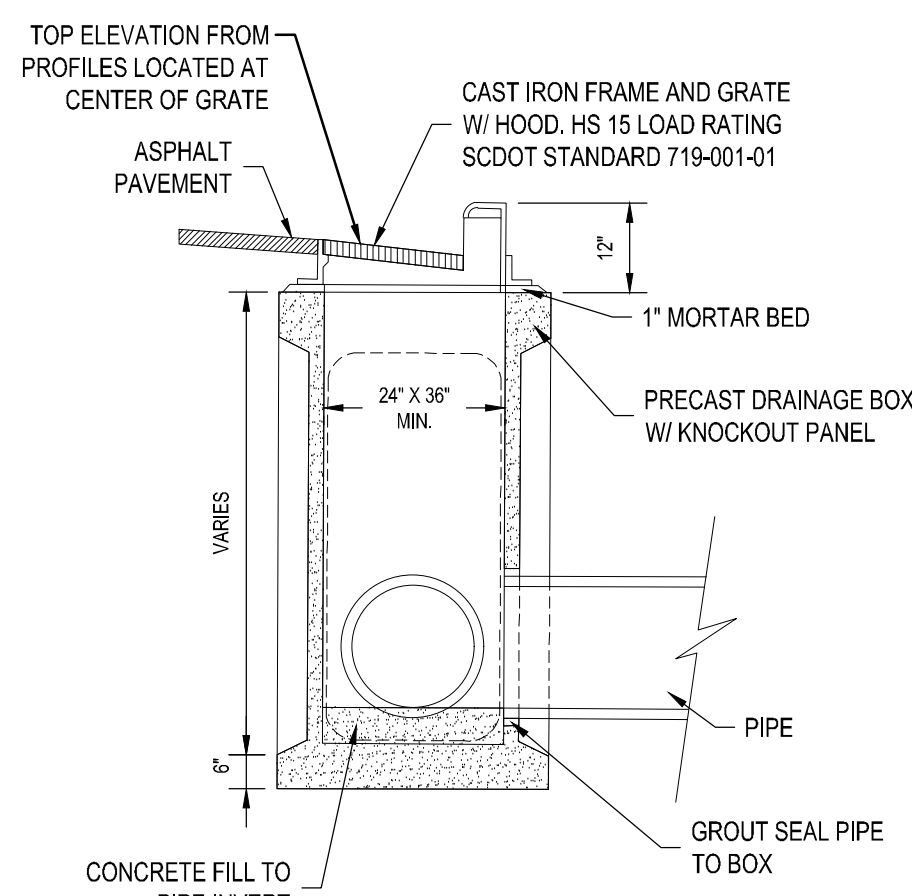
- Emergency Spillway:** Located on the left, with an elevation of EL. 180.50.
- Concrete Risers:** A central structure labeled "4' x 4' CONCRETE RISER (SEE DETAIL)".
- Stormwater Levels:**
 - 100 YR. STORM ELEV = 180.52
 - 25 YR. STORM ELEV = 180.30
 - 10 YR. STORM ELEV = 180.04
 - 2 YR. STORM ELEV = 179.38
- Bottom of Pond:** Indicated by a dashed line at EL. = 178.50.
- Outfall:** Located on the left, with an elevation of IE. 175.54.
- Bottom of Pond:** Indicated by a dashed line at EL. = 178.50.
- Top of Berm:** Located on the right, with an elevation of EL. 181.50.
- 18" RCP @ 2.00%:** A pipe section shown at the bottom left, sloping towards the pond.

1. EXCAVATION FACE SHALL BE SHORED, SHIELDED OR SLOPED IN ACCORDANCE WITH OSHA "CONSTRUCTION STANDARDS FOR EXCAVATION".



PIPE FINISH IN INLET DETAIL

NO SCALE



CURB TYPE INLET
NO SCALE



NO SCALE

- ## INSPECTION AND MAINTENANCE

1. THE KEY TO FUNCTIONAL INLET PROTECTION IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.
2. REGULAR INSPECTIONS OF WIRE MESH AND STONE INLET PROTECTION SHALL BE CONDUCTED ONCE EVERY CALENDAR WEEK AND AS RECOMMENDED, WITHIN 24-HOURS AFTER EACH RAINFALL EVENT THAT PRODUCES A MINOR OR MAJOR FLOOD PRECIPITATION.
3. ATTENTION TO SEDIMENT ACCUMULATIONS IN FRONT OF THE INLET PROTECTION IS EXTREMELY IMPORTANT; ACCUMULATED SEDIMENT SHOULD BE CONTINUALLY MONITORED AND REMOVED WHEN NECESSARY.
4. REMOVE ACCUMULATED SEDIMENT WHEN THE SEDIMENT REACHES 18" HEIGHT OF THE STONE FILL OR WHEN STONE BECOMES CLOGGED, WHEN A SUMP IS INSTALLED IN FRONT OF INLET PROTECTION, SEDIMENT SHOULD BE REMOVED WHEN IT FALLS APPROXIMATELY 1/3 THE DEPTH OF THE SUMP.
5. REMOVED SEDIMENT SHALL BE PLACED IN STOOPPILE STORAGE AREAS OR SPREAD THINLY ACROSS SURFACES TO PREVENT STABILIZATION OF THE SEDIMENT WHEN IT IS LOCATED.
6. LARGE DEBRIS, TRASH, AND LEAVES SHOULD BE REMOVED FROM IN FRONT OF THE INLET PROTECTION WHEN FOUND.
7. AFTER ACCUMULATED SEDIMENT IS REMOVED, PULL STONES FROM AROUND WIRE MESH TO WASH OR TO REPLACE WITH FRESH STONES AS NECESSARY.
8. INLET PROTECTION STRUCTURES SHOULD BE REMOVED AFTER THE DISTURBED AREAS ARE PERMANENTLY STABILIZED; REMOVE ALL CONSTRUCTION MATERIAL AND SEDIMENT; AND DISPOSE OF EXCESS PROXIMATE GRASS SEEDS TO PROMOTE VEGETATION TO THE ELEVATION OF THE DROP INLET CREST. STABILIZE ALL BARE AREAS IMMEDIATELY.

- GENERAL NOTES

1. USE HARDWARE FABRIC OR COMPARABLE WIRE MESH WITH MAXIMUM OPENINGS OF 1/2" X 1/2" AS THE SUPPORTING MATERIAL.
2. USE STEEL POSTS THAT MEET THE FOLLOWING PHYSICAL REQUIREMENTS:
 - BE COMPOSED OF HIGH STRENGTH STEEL WITH A MINIMUM YIELD OF 50,000 PSI.
 - HAVE A STANDARD "T" SECTION WITH A NOMINAL FACE WIDTH 1/8 INCHES AND A NOMINAL "T" WIDTH OF 1/4 INCHES.
 - WEIGH 1.25 POUNDS PER FOOT (#8)
3. USE HEAVY-DUTY WIRE TIES TO ATTACH THE WIRE MESH MATERIAL TO THE STEEL POSTS.
4. SPACE THE STEEL POSTS A MAXIMUM OF 3 FEET APART AROUND THE PERIMETER OF THE INLET AND DRIVE THEM INTO THE GROUND A MINIMUM OF 18-INCHES.
5. EXCAVATE A TRENCH 6-INCHES DEEP AROUND THE OUTSIDE PERIMETER OF THE INLET TO INSTALL WIRE MESH BACKFILL. THE TRENCH WITH SOIL OR CRUSHED STONE AND COMPACT OVER THE WIRE MESH.
6. PLACE AGGREGATE NO. 5 WASHED STONE (OR 40% CHD STONE) TO A MINIMUM HEIGHT OF 12-INCHES, AND A MAXIMUM OF 24-INCHES AGAINST THE WIRE MESH ON ALL SIDES.
7. INSTALL RUBBER SAFETY CAPS ON TOPS OF STEEL POSTS.



STEEL POST NOTE:
ALL STEEL POST OR REBAR SHALL HAVE A SAFETY
CAP ON THE EXPOSED END TO PREVENT ANY INJURY.

RESULTS

NO SCALE

1. WHEN AND WHERE TO USE IT:
SILT FENCE IS APPLICABLE TO AREAS:
- A. WHERE THE MAXIMUM SHEET OR OVERLAND FLOW PATH LENGTH TO THE FENCE IS 100 FEET.
 - B. WHERE THE MAXIMUM SLOPE STEEPNESS (NORMAL (PERPENDICULAR) TO FENCE LINE) IS 2H:1V.
 - C. THAT DO NOT RECEIVE CONCENTRATED FLOWS GREATER THAN 0.5 CFS.
 - D. DO NOT PLACE SILT FENCE ACROSS CHANNELS OR USE IT AS A VELOCITY CONTROL BMP.
2. MATERIALS:
- A. STEEL POSTS MINIMUM PHYSICAL REQUIREMENTS:
 - 1. COMPOSED OF HIGH STRENGTH STEEL WITH MINIMUM YIELD STRENGTH OF 50,000 PSI.
 - 2. HAVE A STANDARD "T" SECTION WITH A NOMINAL FACE WIDTH OF 1.38-INCHES AND NOMINAL "T" LENGTH OF 1.48-INCHES.
 - 3. WEIGH 1.25 POUNDS PER FOOT (8%).
 - B. HAVE A SOIL STABILIZATION PLATE AS DESCRIBED IN (B) BELOW.
 - C. PAINTED WITH A WATER BASED BAKED ENAMEL PAINT.
 - D. HAVE A MINIMUM LENGTH OF 4 FEET, WITH PROJECTIONS TO AID IN FASTENING THE FABRIC.
3. THE SILT PLATES MINIMUM PHYSICAL REQUIREMENTS:
- 1. COMPOSED OF MINIMUM 15 GAUGE STEEL.
 - 2. HAVE A MINIMUM CROSS SECTION AREA OF 17-SQUARE INCHES, AND BE SECURELY WELDED TO THE POST.
4. GEOTEXTILE FILTER FABRIC
- 1. COMPOSED OF FIBERS CONSISTING OF LONG CHAIN SYNTHETIC POLYMERS COMPOSED OF AT LEAST 85% BY WEIGHT OF
 - POLYOLEFINS, POLYESTERS, OR POLYAMIDES. FORMED INTO A NETWORK SUCH THAT THE FILAMENTS OR YARNS RETAIN
 - DIMENSIONAL STABILITY RELATIVE TO EACH OTHER. FREE OF ANY TREATMENT OR COATING WHICH MIGHT ADVERSELY ALTER ITS PHYSICAL PROPERTIES AFTER INSTALLATION. FREE OF DEFECTS OR FLAWS THAT SIGNIFICANTLY AFFECT ITS PHYSICAL AND/OR FILTERING PROPERTIES. CUT TO A MINIMUM WIDTH OF 36 INCHES.
 - 2. FABRIC SHALL BE BACKED BY A 6'X8' MESH WIRE FABRIC.
3. INSPECTION AND MAINTENANCE:
- A. SILT FENCE SHALL BE INSPECTED EVERY SEVEN (7) CALENDAR DAYS.
 - 1. SHOULD THE INSPECTION NOTED IDENTIFY BMPS ARE NOT OPERATING EFFECTIVELY, MAINTENANCE SHALL BE PERFORMED
 - 2. AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
 - B. CHECK FOR SEDIMENT BUILDUP AND FENCE INTEGRITY.
 - C. CHECK AREAS WHERE RUNOFF HAS ERODED A CHANNEL BEHIND THE FENCE, OR WHERE THE FENCE
 - 1. HAS GAGGED OR COLLAPSED FROM STORMWATER OVERTOPPING,
 - 2. SHOULD THE FENCE FABRIC TEAR, BEGINS TO DECOMPOSE, OR IN ANY WAY BECOMES INEFFECTIVE,
 - 3. REPLACE THE SECTION OF FENCE IMMEDIATELY.
 - D. REMOVE SEDIMENT ACCUMULATED ALONG THE FENCE WHEN IT REACHES 1/3 THE HEIGHT OF THE FENCE.
 - 1. ESPECIALLY IF HEAVY RAINS ARE EXPECTED.
 - 2. REMOVE TRAPPED SEDIMENT FROM THE SITE OR STABILIZE IT ON SITE.
 - E. REMOVE SILT FENCE WITHIN 30 DAYS AFTER FINAL STABILIZATION IS ACHIEVED OR AFTER TEMPORARY BEST
 - F. MANAGEMENT PRACTICES (BMPS) ARE NO LONGER NEEDED.
 - G. PERMANENTLY STABILIZE AREAS DISTURBED FROM FENCE REMOVAL.



WHEN AND WHERE TO USE IT

STABILIZED CONSTRUCTION ENTRANCES SHOULD BE USED AT ALL POINTS WHERE TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVING DIRECTLY ONTO A PUBLIC ROAD.

IMPORTANT CONSIDERATIONS

- A. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF SITE. WASH DOWN FACILITIES SHALL BE REQUIRED AS DIRECTED BY SCDHEC AS NEEDED. WASH DOWN AREAS IN GENERAL MUST BE ESTABLISHED WITH CRUSHED GRAVEL AND DRAIN INTO A SEDIMENT TRAP OR SEDIMENT BASIN.
- B. CONSTRUCTION ENTRANCES SHOULD BE USED IN CONJUNCTION WITH THE STABILIZATION OF CONSTRUCTION ROADS TO REDUCE THE AMOUNT OF MUD PICKED UP BY VEHICLES.

MATERIAL

- A. THE ENTRANCE SHALL CONSIST OF 1-INCH TO 3-INCH D50 STONE AT A MINIMUM DEPTH OF 6-INCHES.
- B. MINIMUM DIMENSIONS OF THE ENTRANCE SHALL BE 24-FEET WIDE BY 100-FEET LONG. THE DIMENSION MAY BE INCREASED AS NECESSARY TO ACCOMMODATE SITE CONDITIONS.
- C. THE EDGES OF THE ENTRANCE SHALL BE TAPERED OUT TOWARDS THE ROAD TO PREVENT TRACKING OF MUD AT THE EDGE OF THE ENTRANCE.

INSTALLATION

- A. REMOVE ALL VEGETATION AND ANY OBJECTABLE MATERIAL FROM THE FOUNDATION AREA.
 - B. DETAIL ALL SURFACE RUNOFF AND DRAINAGE FROM STONES TO A SEDIMENT TRAP OR BASIN.
 - C. INSTALL A NON-WOVEN GEOTEXTILE FABRIC PRIOR TO PLACING STONE.
 - D. INSTALL A CULVERT PIPE ACROSS THE ENTRANCE WHEN NEEDED TO PROVIDE POSITIVE DRAINAGE.
- INSPECTION AND MAINTENANCE**
- A. STABILIZED ENTRANCE SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK AND AFTER STORM EVENTS. IF THE PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPAIR/REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
 - B. RESHAPE THE STONE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL.
 - C. WASH OR REPLACE STONES AS NEEDED AND AS DIRECTED BY INSPECTOR. THE STONE IN THE ENTRANCE SHOULD BE WASHED OR REPLACED WHENEVER THE ENTRANCE FAILS TO REDUCE MUD BEING CARRIED OFF-SITE BY VEHICLES. FREQUENT WASHING WILL EXTEND USEFUL LIFE OF STONE.
 - D. IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS BY BRUSHING OR SWEEPING. FLUSHING SHOULD ONLY BE USED WHEN THE WATER CAN BE DISCHARGED TO A SEDIMENT TRAP OR BASIN.
 - E. REPAIR ANY BROKEN OR DAMAGED ROADWAY PAVEMENT IMMEDIATELY.

STABILIZED CONSTRUCTION ENTRANCE

NO SCALE

- GENERAL NOTES:

1. DO NOT DISPOSE OF TRUCK WASHOUT BY DUMPING INTO A SANITARY SEWER, STORM DRAIN OR ONTO SOIL OR PAVEMENT THAT CARRIES STORMWATER RUNOFF. WASHOUT AREA SHALL BE LOCATED AT A MIN. OF 50 FT FROM ANY STORM DRAIN OR WATERCOURSE UNLESS DETERMINED FEASIBLE BY THE ENGINEER.
2. THE WASHOUT FROM A CONCRETE TRUCK SHOULD BE DISPOSED OF INTO:
 - A. A DESIGNATED AREA THAT WILL LATER BE BACKFILLED: A SLURRY PIT.
 - B. AN AREA WHERE THE CONCRETE WASH CAN HARDEN, BE BROKEN UP AND THEN DISPOSED OF AS SOLID WASTE PER SOLID WASTE MANAGEMENT
 - C. A LOCATION WHICH IS NOT SUBJECT TO SURFACE WATER RUNOFF, AND MORE THAN 50- FEET AWAY FROM A STORM DRAIN, OPEN DITCH, OR RECEIVING WATER.
3. PUMP EXCESS CONCRETE IN CONCRETE PUMP BIN BACK INTO CONCRETE MIXER TRUCK.
4. CONCRETE WASHOUT FROM CONCRETE PUMPER BINS CAN BE WASHED INTO CONCRETE PUMPER TRUCKS AND DISCHARGED INTO DESIGNATED WASHOUT AREA OR PROPERLY DISPOSED OFFSITE.
5. PROVIDE A SIGN IDENTIFYING THE WASHOUT AREA.
6. A BERMED AREA SHALL BE CONSTRUCTED OF SUFFICIENT VOLUME TO COMPLETELY CONTAIN ALL LIQUID AND WASTE GENERATED BY WASHOUT PROCEDURES.

INSPECTION AND MAINTENANCE

1. MONITOR EMPLOYEES AND SUBCONTRACTORS THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT TO ENSURE APPROPRIATE PRACTICES ARE BEING IMPLEMENTED.
2. INSPECT WASHOUT SUMP REGULARLY AND REMOVE LIQUIDS AND SEDIMENT AS NEEDED.
3. WHEN WASHOUT AREA REACHES 75% FULL, THE AREA SHALL BE CLEANED OF NEW FACILITIES SHOULD BE CONSTRUCTED.



NO SCALE



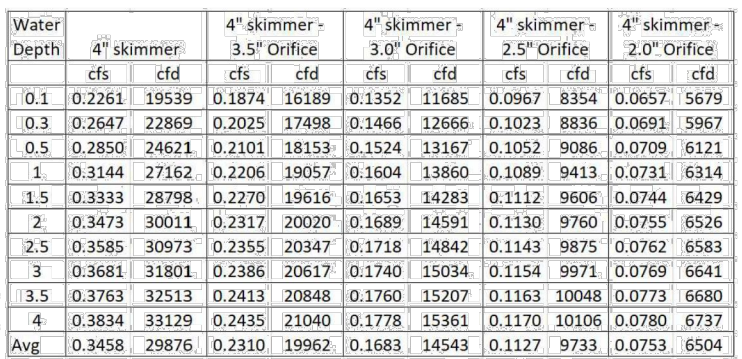
NO SCALE



NO SCALE

TYPE "E" INLET PROTECTION

NO SCALE



FLOW RATES BASED ON THIRD PARTY TESTING.
FOR DESIGN PURPOSES ASSUME FLOW RATES
REMAIN CONSTANT FOR DEPTHS GREATER THAN
4' OR EXTRAPOLATE BASED UPON LAST 3
DATA POINTS.

STANDARD NOTES:

1. Rigid outlet pipe should be 1.4 times the height of outlet structure (H), (min. 8').
2. Inlet Orifice size can be reduced with 2.0", 2.5", 3.0", 3.5" and 4.0" orifices provided.
3. Minimal assembly required. User provides rigid outlet pipe. All other materials and parts included.
4. Weight provided by 14 lbs. of stone ballast on each side of screen/orifice. Total of 28 lbs. Up to additional 6 lbs can be added to each side if skimmer floats due to longer pipe.

4" MARLEE FLOAT
2" - 4" Orifice
Skimmer Detail



WEB PAGE
WWW.RymarWaterWorks.com
PHONE #
1-855-697-9333

SCALE	N.T.S.
DATE	07/18/

County, State

REFER TO WWW.SCDOT.ORG FOR MOST CURRENT SCDOT STANDARD DRAWINGS

[illegible]

J:\Jobs\001\13845-01\Production\Civil\Drawings\13845-01-LANDSCAPE.dwg, 2/24/2022 8:49:58 AM, jonathan atkins, .p
THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF DAVIS & FLOYD, INC. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER / ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION



- GENERAL NOTES:**
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 - ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION INSIDE OR OUTSIDE OF THE LIMIT OF WORK NOT PROVIDED WITH LANDSCAPE MATERIAL SHALL BE HYDROSEED PER THE PERMANENT GRASSING SCHEDULE ON SWPP SHEET WITHIN CIVIL DRAWINGS.
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 - ALL TREE, SHRUB, AND GROUND COVER MATERIAL SHALL BE PLANTED WITHIN 24 HOURS OF DELIVERY.
 - ANY PLANTS LOCATED IN DIRECT SUN SHALL BE NURSERY SUN GROWN.
 - ALL PLANT MATERIAL TO MEET OR EXCEED AAN STANDARDS.
 - ALL TREES TO BE PLANTED FOLLOWING ACCEPTED HORTICULTURAL PRACTICES. PLANTING HOLES TO BE BACKFILLED WITH 1/3 COMPOST. DO NOT APPLY FERTILIZER AT PLANTING.
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 - CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
 - STAKING ONLY REQUIRED AS DEEMED NECESSARY BY THE LANDSCAPE CONTRACTOR.
 - THERE SHALL BE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS WITHOUT WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
 - ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS.
 - ALL PRESERVED TREES TO RECEIVE TREE PROTECTION BARRICADES AS DETAILED IN CIVIL PLANS.

PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT./CAL.	SIZE	SPACING
	ACER	4	Acer rubrum 'October Glory' TM / October Glory Maple	B & B	3" cal.	As Shown
	LAGN	5	Lagerstroemia x 'Natchez' / Crape Myrtle Single Stem, Tree Form Only	B&B 2" Cal	3" cal.	As Shown
	PLAO	5	Platanus occidentalis / American Sycamore	B & B	3" cal.	As Shown
	ZELS	11	Zelkova serrata 'Village Green' / Sawleaf Zelkova	B & B	3" cal.	As Shown
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SIZE	SPACING
	DIS MNV	41	Distylium X 'Piidist-V' TM / Cinnamon Girl Distylium	3 gal	24"-36"	As Shown
	ILEV	46	Ilex vomitoria 'Nana' / Dwarf Yaupon	3 gal	24"-36"	As Shown
	PIT MOJ	44	Pittosporum tobira 'Mojo' / Mojo Pittosporum	3 gal	24"-36"	As Shown

ABBREVIATION NOTES:

WHERE AN ABBREVIATION IS SHOWN, THE FOLLOWING NOTES APPLY:
QTY - QUANTITY OF PLANT MATERIAL REQUIRED FOR THE PROJECT. (NOTE: CONTRACTOR RESPONSIBLE TO VERIFY QUANTITIES INDICATED. PLAN SHALL TAKE PRECEDENCE OVER SCHEDULE.)
BOTANICAL / COMMON NAME - PLANT MATERIAL TO BE INSTALLED.
CONT - CONTAINER TYPE WHICH PLANT MATERIAL IS ENCASED UPON SITE DELIVERY. (HEIGHT AND CALIPER SHALL TAKE PRECEDENCE OVER CONTAINER.)
CAL - CALIPER/DIAMETER OF TRUNK. (CALIPER SHALL TAKE PRECEDENCE OVER HEIGHT AND SPREAD.)
SIZE - HEIGHT AND/OR WIDTH OF PLANT MATERIAL AT INSTALLATION
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REMARKS - SPECIFIC NOTES FURTHER SPECIFYING OR DESCRIBING PLANT MATERIAL.

QUANTITIES NOTES:

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- NOTES:**
- QUANTITIES PROVIDED DO NOT ACCOUNT FOR WASTE.
 - CONTRACTOR SHALL VERIFY ALL QUANTITIES AND INSTALL ACCORDING TO PLAN.

Know what's below.
Call before you dig.

STATE PLANE

SCALE: 1" = 20'

DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
154 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA, SOUTH CAROLINA
PROJECT TITLE

LANDSCAPE PLAN

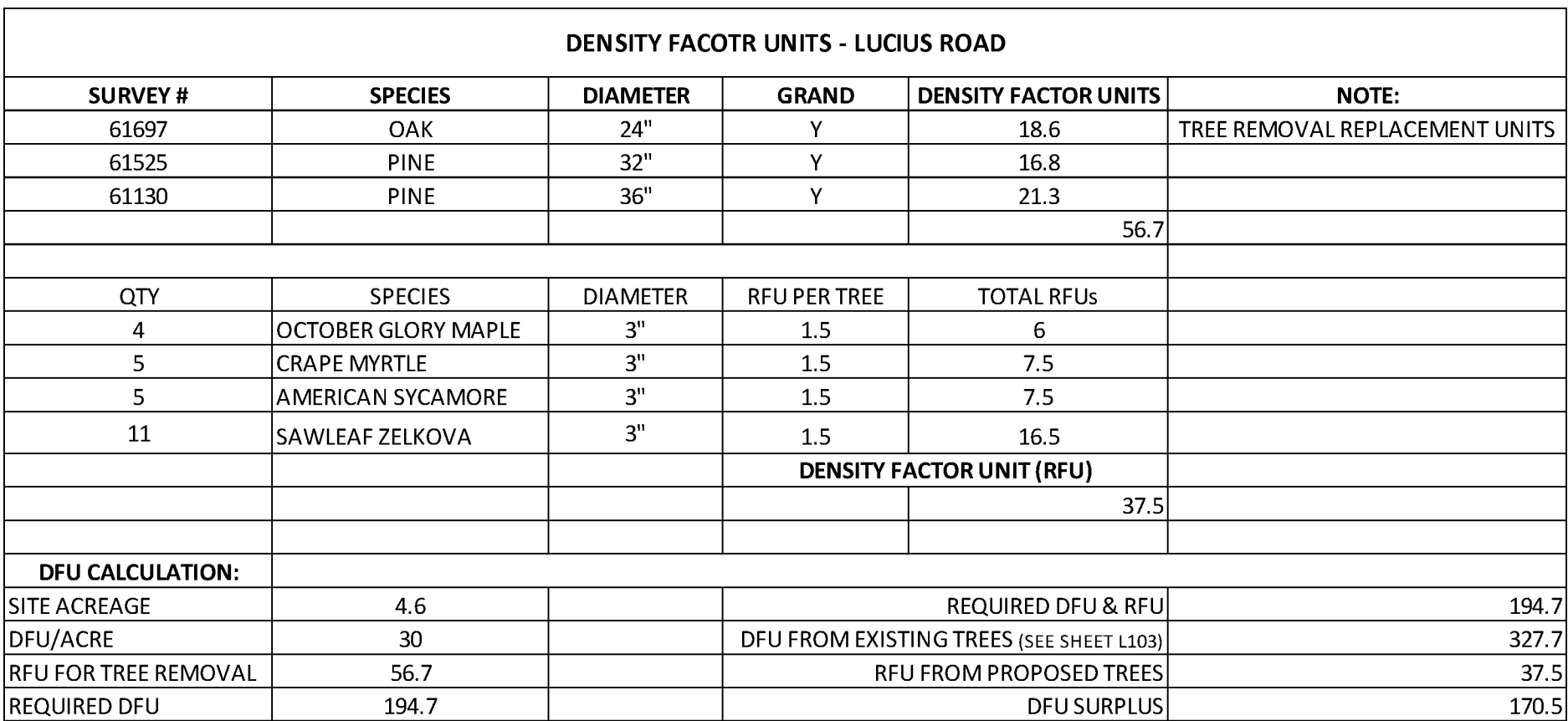
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5	05/02/2021	ISSUED FOR PERMIT	
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12	12/02/2021	ISSUED FOR PERMIT	

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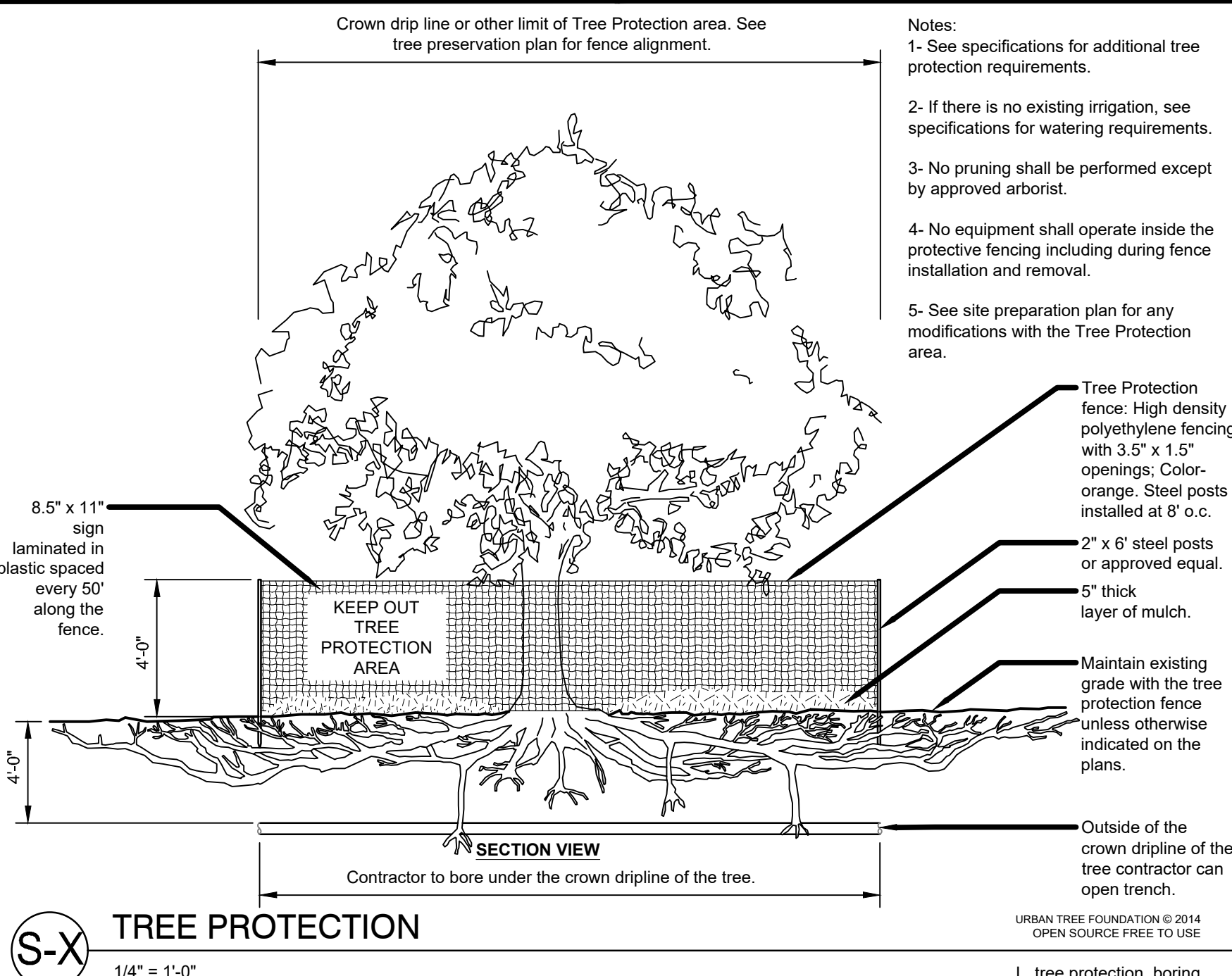
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LANDSCAPE BUFFER 'A' REQUIREMENTS - BUFFER 1		
PLANTS PER 100'		
TOTAL LENGTH: 231 LF		
TYPE	PROVIDED	REQUIRED
TREE	3"	3"
EXISTING TREE	0	

LANDSCAPE BUFFER 'A' REQUIREMENTS - BUFFER 2		
PLANTS PER 100'		
TOTAL LENGTH: 420 LF		
TYPE	PROVIDED	REQUIRED
TREE	3"	3"
EXISTING TREE	0	

STREET PROTECTIVE YARD - BUFFER 3		
1 TREE EVERY 40 LF		
TOTAL LENGTH: 189 LF		
TYPE	PROVIDED	REQUIRED
TREE	5	5
EXISTING TREE	0	



TREES SURVEYED TO COUNT TOWARDS DFU:				
SURVEY #	SPECIES	DIAMETER	GRAND	DENSITY FACTOR UNITS
60053	OAK	61"		81.6
63287	OAK	51"		81.6
60052	OAK	31"		31.2
61495	GUM	10"		7.2
61524	OAK	20"		21.3
61525	PINE	32"		33.6
61529	OAK	9"		4.2
63305	OAK	17"		8
63296	GUM	16"		7.6
63298	OAK	9"		4.2
63299	CHERRY	8"		3.6
63300	OAK	8"		3.6
63303	OAK	7"	3	
63306	OAK	20"		9.2
63307	OAK	11"		5.6
63308	OAK	7"		3
63316	OAK	12"		6
63317	OAK	12"		6
63318	OAK	7"		3
63319	OAK	9"		4.2
				327.7

NTS

NTS

$$1/4'' = 1'-0''$$

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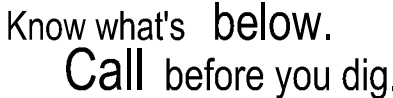
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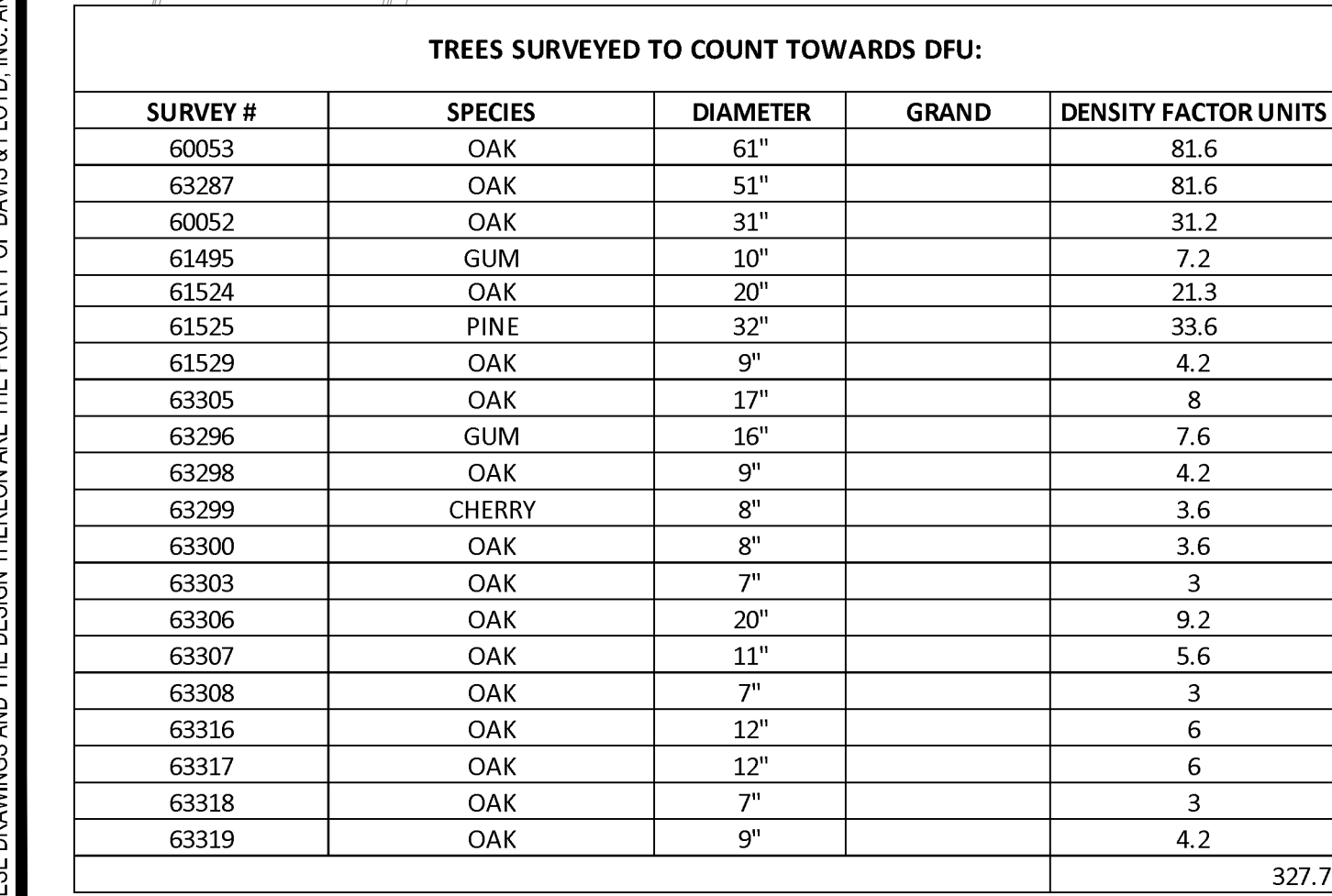
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PLANT MATERIAL LIST, ROCK SCHEDULE, AND MULCH SCHEDULE PREPARED FOR ESTIMATING PURPOSES ONLY. QUANTITY ESTIMATES HAVE BEEN CAREFULLY, BUT THE LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. CONTRACTORS SHALL MAKE THEIR OWN QUANTITY TAKE-OFFS USING DRAWINGS TO DETERMINE QUANTITIES TO THEIR SATISFACTION. REPORTING PROMPTLY TO THE LANDSCAPE ARCHITECT ANY DISCREPANCIES WHICH MAY AFFECT BIDDING. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK.

NOTES:

1. QUANTITIES PROVIDED DO NOT ACCOUNT FOR WASTE.
2. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND INSTALL ACCORDING TO PLAN.

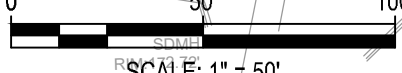




LANDSCAPE BUFFER 'A' REQUIREMENTS - BUFFER 2		
PLANTS PER 100'		
TOTAL LENGTH: 420 LF		
TYPE	PROVIDED	REQUIRED
TREE	3"	3"
EXISTING TREE	0	



JOB NO.		NO.		RELEASED		RECORDED		DATE	
013845.01		2		ISSUED FOR ACTION #1				02/27/2021	
DATE		2		DECEMBER 2020					
1		4		ISSUED FOR ACTION #2		JAN		03/01/2021	
DRV		5		ISSUED FOR CONSTRUCTION		JAN		03/01/2021	
DRAWN									
DRV									
CHECKED									
BY									
APPROVED									
RRH				ISSUED FOR PERMITTING					



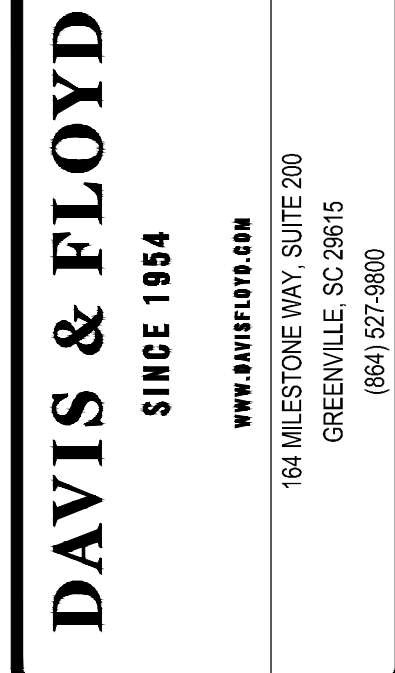
- NOTES:
1. ALL MARKINGS WITHIN THE SCOTD RIGHT-OF-WAY SHALL BE THERMOPLASTIC OR APPROVED PERMANENT EQUIVALENT.
 2. ALL SHOULDERS ARE TO BE TIED-INTO THE NEW PAVEMENT SURFACE AND SEEDED IN ACCORDANCE WITH SCOTD STANDARD SPECIFICATIONS.
 3. THE CONTRACTOR SHALL PERFORM WORK WITHIN THE ROAD RIGHT-OF-WAY IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF THE ENCROACHMENT PERMITS AND OTHER LEGAL DOCUMENTS AS THOUGH THE DOCUMENTS WERE ISSUED IN THE CONTRACTORS NAME.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RIGHT-OF-WAY WITHIN THE WORK LIMITS OF CONSTRUCTION FOR THE LIFE OF THE PROJECT.



SCALES: 1" = 20' HORIZONTAL, 1" = 10' VERTICAL



Know what's below.
Call before you dig.

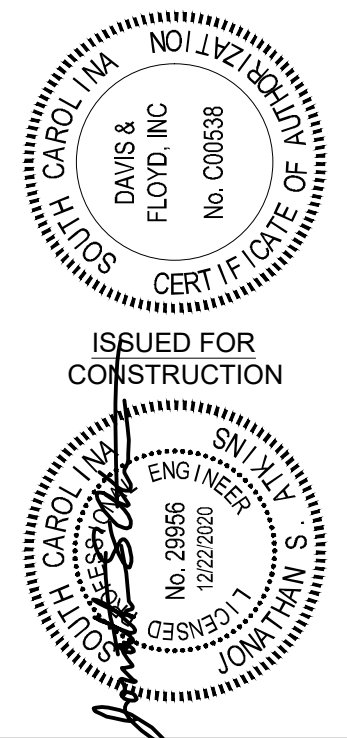


OWNER	CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY COLUMBIA, SOUTH CAROLINA
PROJECT TITLE	LUCIUS ROAD SUPERSTOP

DRIVEWAY PLAN - LUCIUS ROAD

DATE	TIME	RECEIVED	DATE	TIME	RECEIVED
013845:01			12/20/2020		
DATE	TIME	RELEASED	DATE	TIME	RELEASED
DECEMBER 2020					
ISSUED FOR ROUTING					
NO.					
1					
DATE	TIME	RELEASED	DATE	TIME	RELEASED
DECEMBER 2020					
ISSUED FOR ROUTING					
NO.					
1					
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DECEMBER 2020					
ISSUED FOR ROUTING					
NO.					
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DATE	TIME	RELEASED	DATE	TIME	RELEASED

ADDITIONAL
SIDEWALK TO BE
PERMITTED

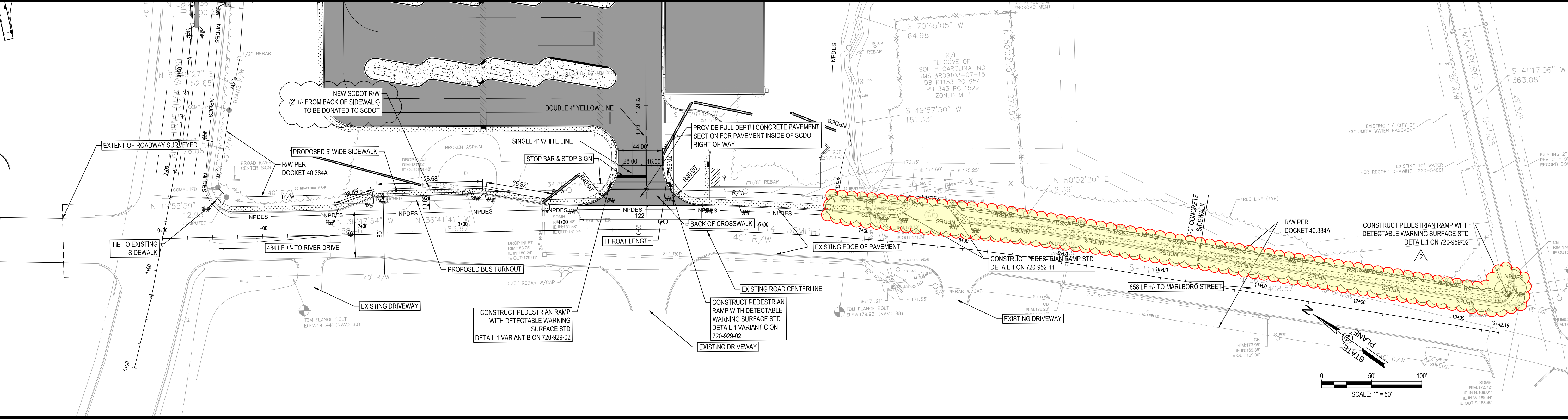
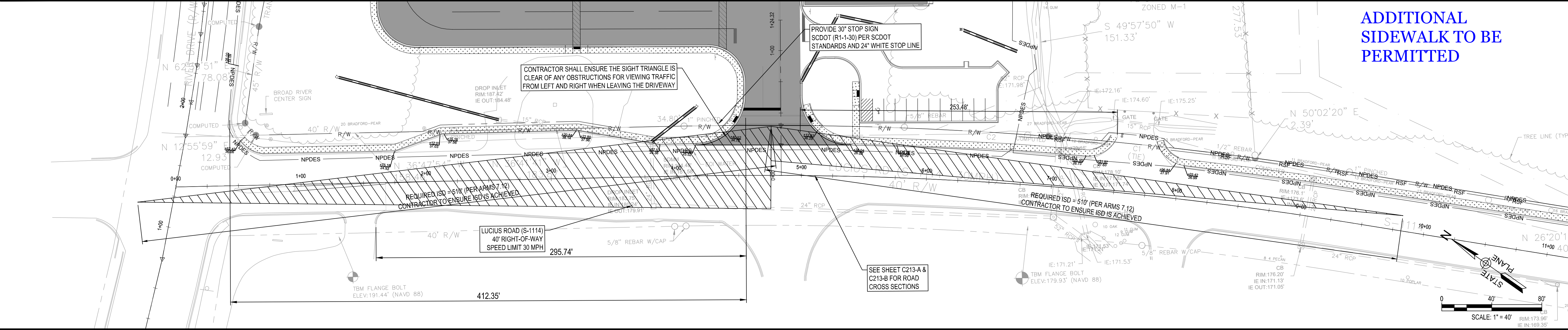


DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
164 MILESTONE WAY, SUITE 200
GREENVILLE, SC 29615
(864) 527-9800

CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY
COLUMBIA SOUTH CAROLINA
PROJECT TITLE
LUCIUS ROAD SUPERSTOP

DRIVEWAY PLAN - LUCIUS ROAD

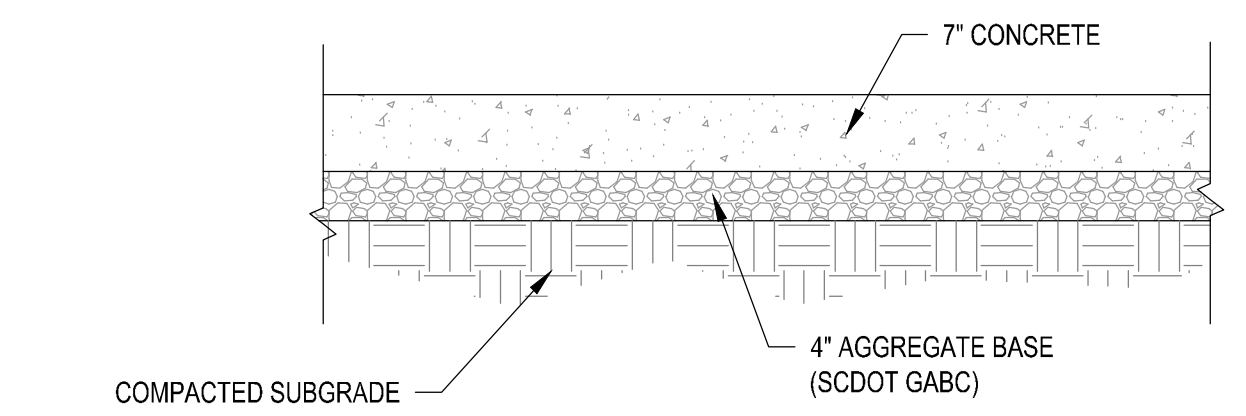
NO.	DATE	DESCRIPTION	BY	CHECKED	DATE	DESCRIPTION	BY	CHECKED
1	01/30/2020	ISSUED FOR PERMITTING	JA		02/02/2021			
2	02/02/2021	ISSUED FOR PERMITTING	JA					
3	02/02/2021	ISSUED FOR PERMITTING	JA					
4	02/02/2021	ISSUED FOR PERMITTING	JA					
5	02/02/2021	ISSUED FOR PERMITTING	JA					
6	02/02/2021	ISSUED FOR PERMITTING	JA					
7	02/02/2021	ISSUED FOR PERMITTING	JA					
8	02/02/2021	ISSUED FOR PERMITTING	JA					
9	02/02/2021	ISSUED FOR PERMITTING	JA					
10	02/02/2021	ISSUED FOR PERMITTING	JA					
11	02/02/2021	ISSUED FOR PERMITTING	JA					
12	02/02/2021	ISSUED FOR PERMITTING	JA					
13	02/02/2021	ISSUED FOR PERMITTING	JA					
14	02/02/2021	ISSUED FOR PERMITTING	JA					
15	02/02/2021	ISSUED FOR PERMITTING	JA					
16	02/02/2021	ISSUED FOR PERMITTING	JA					
17	02/02/2021	ISSUED FOR PERMITTING	JA					
18	02/02/2021	ISSUED FOR PERMITTING	JA					
19	02/02/2021	ISSUED FOR PERMITTING	JA					
20	02/02/2021	ISSUED FOR PERMITTING	JA					



SIGHT VERIFICATION NOTES FOR CONTRACTOR:
1. CONTRACTOR SHALL VERIFY SIGHT DISTANCE REQUIREMENTS ARE MET PRIOR TO SCHEDULING A SCDOT SIGHT DISTANCE VERIFICATION.
2. CONTRACTOR SHALL PROVIDE CLEARING WITHIN SITE TRIANGLES PRIOR TO SCHEDULING A SCDOT SIGHT DISTANCE VERIFICATION.

REFER TO WWW.SCDOT.ORG FOR THE MOST CURRENT SCDOT STANDARD DRAWINGS:
720-910-01 720-929-01 720-951-11 720-952-11
601-005-00 601-205-01 605-010-01 610-025-00
610-030-00 610-515-00 625-305-00 630-215-00

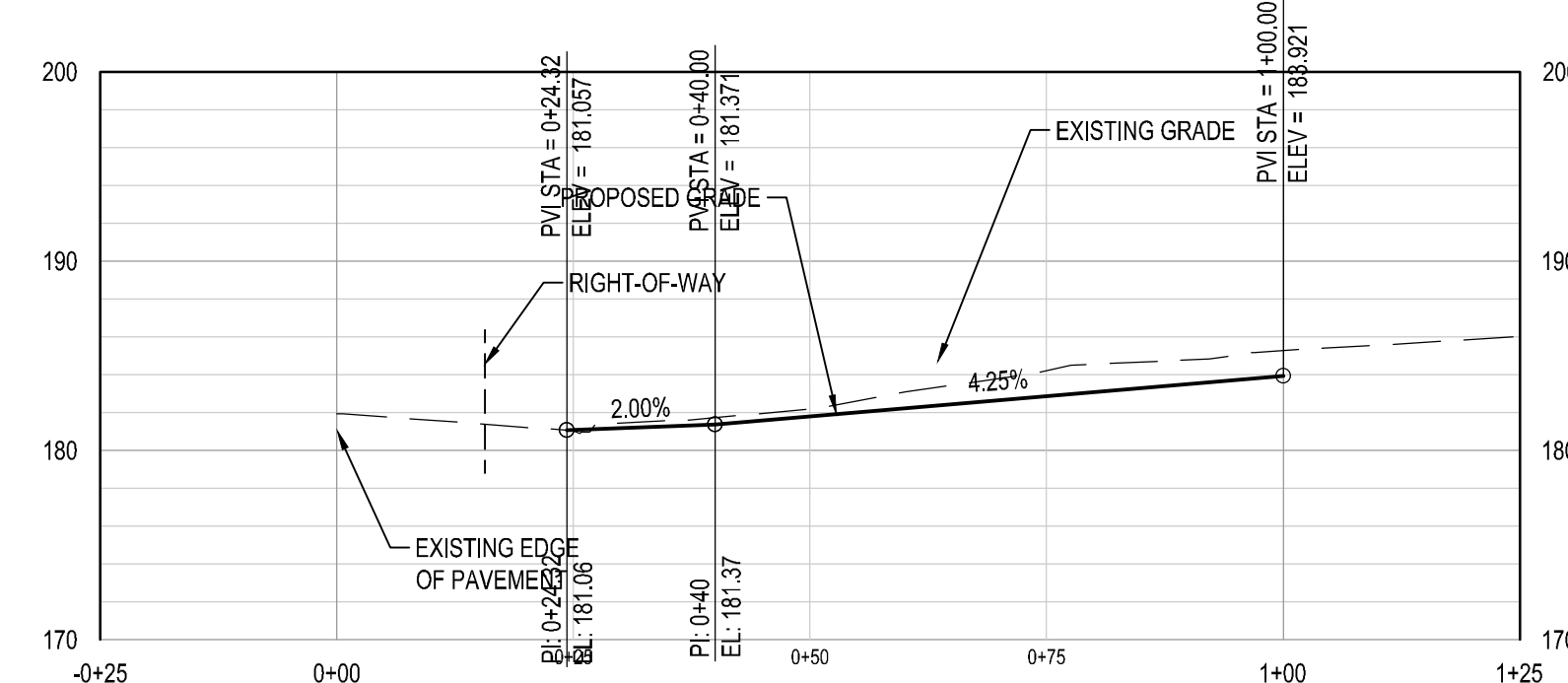
LANE CLOSURES ARE PROHIBITED ON US 176 MONDAY THROUGH FRIDAY 7:00 AM - 9:00 AM AND 4:00 PM - 6:00 PM. NO WORK MAY BE CONDUCTED WITHIN 1' OF US 176 DURING THIS TIME



CONCRETE PAVEMENT SECTION - (WITHIN SCDOT R/W)
NO SCALE

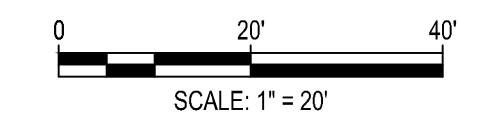
CONSTRUCTION NOTES:
1. CONTRACTOR SHALL BE RESPONSIBLE FOR UTILIZING ALL APPLICABLE AND CURRENT SCDOT STANDARD DRAWINGS, INCLUDING, BUT NOT LIMITED TO THE DRAWINGS INCLUDED WITHIN THESE PLANS AND THE APPROVED PERMIT PACKAGE.
2. CONTRACTOR TO CLEAR EXISTING CULVERT PIPES, CATCH BASINS, AND DITCHES ALONG FRONTAGE AND DOWNSTREAM AS NECESSARY TO ACHIEVE POSITIVE DRAINAGE.
3. ALL SIGNS INSTALLED WITHIN OR ADJACENT TO SCDOT RIGHT OF WAY, SHALL BE INSTALLED ON BREAKAWAY POSTS.
4. REFER TO SCDOT STANDARD DRAWINGS 610-005-00 AND 610-205-00 FOR TRAFFIC CONTROL, DURING CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE REQUIRED SIGHT DISTANCE IS ACHIEVED.
6. CONTRACTOR SHALL VERIFY SIDEWALKS RETAINED WITHIN THE SCOPE OF THE PROJECT TO ENSURE IT MEETS ADA REQUIREMENTS. SIDEWALKS THAT DO NOT MEET REQUIREMENTS WILL NEED TO BE RECONSTRUCTED.

NOTES:
1. ALL MARKINGS WITHIN THE SCDOT RIGHT OF WAY SHALL BE APPROVED PERMANENT PAVEMENT MARKINGS PER SECTIONS 625, 626, OR 627 WITHIN THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. ALL SHOULDERS ARE TO BE TIED-INTO THE NEW PAVEMENT SURFACE AND SEEDED IN ACCORDANCE WITH SCDOT STANDARD SPECIFICATIONS.
3. THE CONTRACTOR SHALL PERFORM WORK WITHIN THE ROAD RIGHT-OF-WAY IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF THE ENCROACHMENT PERMITS AND OTHER LEGAL DOCUMENTS AS THOUGH THE DOCUMENTS WERE ISSUED IN THE CONTRACTORS NAME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RIGHT-OF-WAY WITHIN THE WORK LIMITS OF CONSTRUCTION FOR THE LIFE OF THE PROJECT.



Lucius Road Driveway PROFILE
SCALES: 1" = 20' HORIZONTAL, 1" = 10' VERTICAL

LUCIUS ROAD WORK SHALL BEGIN AT
STATION 0+50 AND END AT STATION 13+45.75



GENERAL NOTES:
1. CONTRACTOR TO REMOVE AND REPLACE DAMAGED SIDEWALK OR CURB & GUTTER ALONG PROPERTY FRONTAGE AS NECESSARY AND/OR AS SPECIFIED BY DISTRICT PERMIT STAFF.
2. SIDEWALK CURB & GUTTER TO BE REMOVED AND REPLACED FROM JOINT TO JOINT.
3. ANY SIDEWALK WITHIN THE ROW SHALL NOT EXCEED 2% CROSS SLOPE PER ADA AND PROWAG GUIDELINES. ALL RAMPS SHALL NOT EXCEED 8.33% FOR EVERY SCENARIO EXCEPT WHERE ALLOWED BY PROWAG.
4. IN PRESENCE OF SIDEWALK OR OTHER ADA PATHWAY, ACCESS(S) TO PROVIDE A MINIMUM OF 3' PEDESTRIAN PATH OF NO GREATER CROSS SLOPE THAN 2% ACROSS THROAT OF DRIVEWAY.
5. CONTRACTOR TO SAWCUT EXISTING ASPHALT FOR SMOOTH JOINT NOT ALIGNED WITH WHEEL PATH.
6. ALL UTILITY WORK IN THE DOT RIGHT-OF-WAY SHALL BE PERMITTED SEPARATELY FROM THE DRIVEWAY ENCROACHMENT PERMITS.
7. ALL PROPOSED OR RELOCATED SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH SECTION 650-000 AND INSTALLED ON SCDOT APPROVED BREAKAWAY SIGN SUPPORTS AS DETAILED IN SECTION 654-000 IN THE SCDOT STANDARD DRAWINGS
8. ALL NEW CONSTRUCTION SHALL MATCH GRADE AT THE EXISTING CURB & GUTTER, SIDEWALK AND/OR EDGE OF PAVEMENT. THE NEW WORK SHALL MAINTAIN THE EXISTING GRADES AND EXISTING SLOPES.

J:\Jobs\001\13845-01\Production\Civil\Drawings\13845-01-ROAD.dwg, 6/23/2022 2:13:51 PM, jonathan.alkins, pa
THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF DAVIS & FLOYD, INC. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION

ORDINANCE NO.: 2022-077

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement Sec. 2-210 Purchase and sale of real property, exceptions for certain utilities project and site acquisitions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2022, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement Sec. 2-210 Purchase and sale of real property, exceptions for certain utilities project and site acquisitions, is amended to read as follows:

Sec. 2-210. Purchase and sale of real property, exceptions for certain utilities project and site acquisitions.

(a) When the City desires to purchase real property for public use, the following procedures shall be followed:

- (1) The property shall be appraised by a licensed South Carolina Certified General real estate appraiser.
- (2) The City Manager or a designee may commence contract negotiations to purchase real property.
- (3) Contract negotiations may be discussed with City Council in executive session as provided for by the South Carolina Freedom of Information Act.
- (4) City Council shall make the final determination to contract for the purchase of the real property.

(b) When the City desires to sell surplus real property, the following procedures shall be followed:

- (1) The property shall be appraised by a licensed South Carolina Certified General real estate appraiser.
- (2) ~~Contiguous real property owners shall be informed of the City's intent to sell the property and shall be afforded the opportunity to negotiate a contract to purchase the real property~~ The property shall be deemed surplus by the City Manager, who has discretion to determine the method of disposal to be used, which may include but not be limited to, a sealed bid process, listing the property with a private broker, listing the property for auction with a private auctioneer, or any other method determined by the City Manager to be commercially reasonable considering the type and location of property involved.
- (3) ~~If more than one of the contiguous property owners desires to purchase the real property, the City Manager or a designee may commence contract negotiations for the sale of the property to the contiguous property owner making the highest offer above the appraised value.~~
- (4) ~~If none of the contiguous property owners desire to purchase the real property or a contract with a contiguous property owned is not successfully negotiated, the City will~~

Last revised: 8/2/2022
22013691

LEGAL DEPARTMENT DRAFT

solicit offers to purchase by issuing a request for proposals.

(5) — Based upon the responses to the request for proposals, the City Manager or a designee may commence contract negotiations with the successful proposers commencing with the proposal ranked first.

(6) Contract negotiations may be discussed with City Council as provided for by the South Carolina Freedom of Information Act.

(7) City Council shall make the final determination to contract for the sale of the real property.

(c) The procedures for the purchase of real property shall not apply to the acquisition of real property to be used by the City for pump stations, lift stations, pressure reducing valve sites, public streets, water lines, sanitary sewer lines, storm drainage lines, monitoring sites, mitigation sites, stormwater projects and utility easements.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

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

INTER-OFFICE MEMORANDUM

To: Clint Shealy, P.E., ACM for Columbia Water

From: Dana R. Higgins, P.E., Director of Engineering

Re: 1796 Shady Lane

Date: August 9, 2022

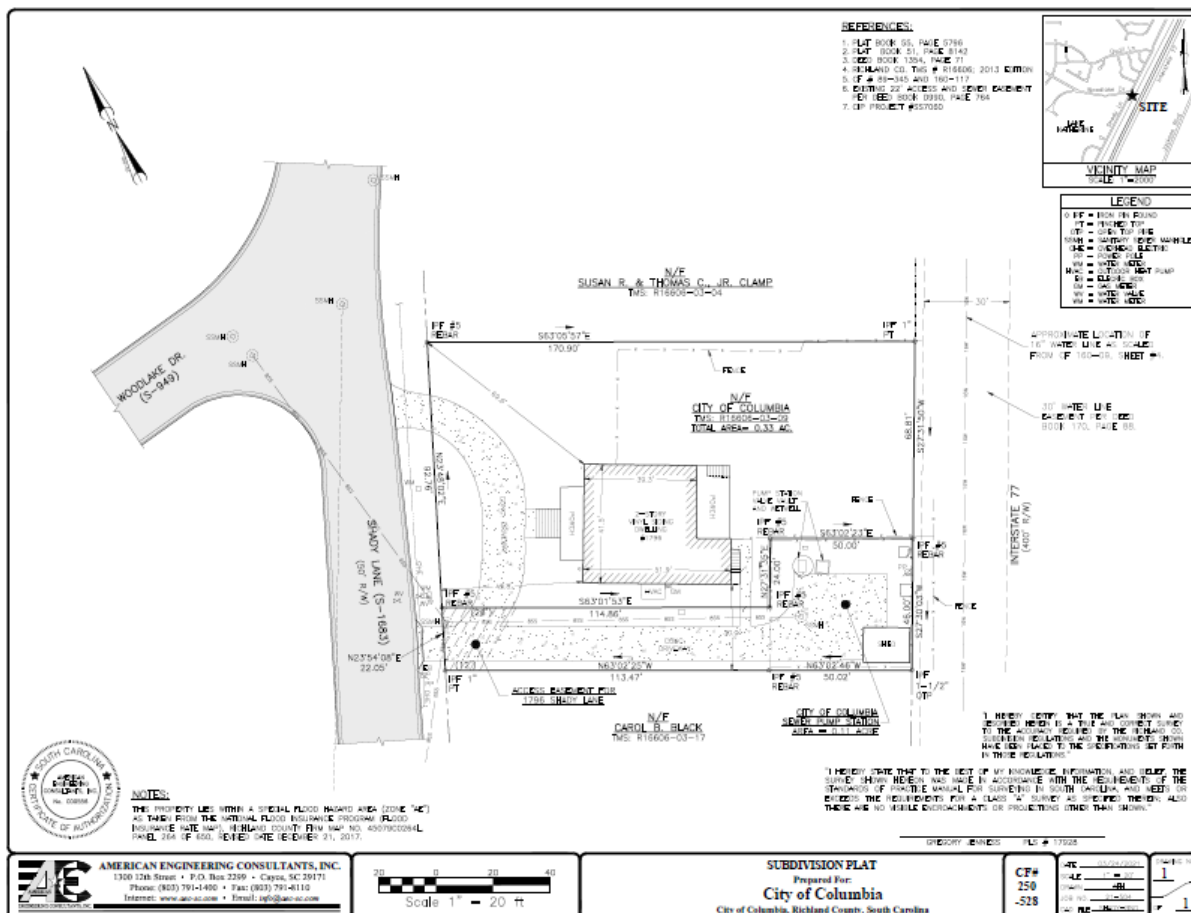
The City currently owns the site at 1796 Shady Lane, which includes a residential dwelling and a wastewater collection pump station. The subject site is encumbered by a flag-shaped City sanitary sewer easement along the entire southern boundary of the property wherein the City operates and maintains a wastewater pump station (see image below).

The City was the original owner of the property and entered into an Agreement with the first owner of the residential portion of the property on 7/8/1988, recorded on 7/18/1990 in Deed Bk. D990 at Page 764 with terms and conditions regarding the pump station site, including a stipulation that no equipment would be installed higher than three (3') feet above grade. The pump station was originally constructed around 1990 and was upgraded with vertical improvements installed on a platform with the completion of the improvements in June, 2017, to meet standards imposed on the City as stipulated in the 2014 Consent Decree. The City contends that the improvements made in 2017 did violate this condition of the Agreement.

After the upgrade, the property owner contacted the City contending that the property's value had been adversely affected due to the vertical improvements made to the City's pump station, including installation of a new generator and electrical panel on a platform. The platform was necessary because this portion of the property is in the flood plain.

The City entered into mediation with the property owner and subsequently agreed to purchase the entire property to include both the house and the pump station for \$360,000.00. The City of Columbia has now subdivided the property into two parcels. The pump station and associated access will continue to be maintained on a parcel wholly owned by the City. The second parcel includes the house and was offered for public sale in July of 2022.

The City Real Estate Division received six offers for purchase of the parcel with the home through July 22, 2022. Negotiations followed with the highest bidder. The final sale price recommended is \$380,000.00. To date, the City has spent a total of \$371,755.21.



ORDINANCE NO.: 2022-078

Approval for Conveyance of 0.33 acre Portion of City Property Located at 1796 Shady Lane and Identified as Richland County TMS#16606-03-09; CF#250-528

WHEREAS, the referenced 0.33 acre portion of the subject property is a residential house and lot acquired by the City of Columbia in a legal settlement; and

WHEREAS, the plat of the property has been revised to subdivide it into two sites; the residential site contains 0.33 acre and the existing sanitary sewer pump station site contains 0.11 acre; and

WHEREAS, it was determined that the residential portion of the site be disposed of and returned to the tax rolls for the overall benefit of the City; and

WHEREAS, public notices of the City's disposition of the subject property were transmitted to 92 neighboring property owners and 14 real estate investors; and

WHEREAS, bids were accepted for offers on the subject property through July 22, 2022 with a range of the lowest of \$151,011.01 to the highest of \$370,000.00. The highest bid was accepted and negotiated to a final offer of \$380,000.00; and

WHEREAS, the City paid \$360,000.00 for this property and has expended approximately \$372,000.00 to date for acquisition, repairs and utilities. The net gain after expenses for this transaction will be approximately \$8,000.00; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, for and in consideration of the sum of Three Hundred Eighty Thousand and No/100s (\$380,000.00) Dollars, the City Manager is hereby authorized to sign all documents necessary and execute a deed on behalf of the City of Columbia to **GREATER COLUMBIA REAL ESTATE, LLC** for the conveyance of 0.33 acre portion of the subject property known as 1796 Shady Lane.

The referenced site is identified as 0.33 acre as shown on a plat prepared for the City of Columbia by American Engineering, dated March 24, 2021 and being on file in the office of the Department of Engineering under file reference #250-528. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Clint Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2022-089

*Amending Ordinance 2022-052 to Adopt the Budget for the City of Columbia,
South Carolina, for the Fiscal Year ending June 30, 2023*

WHEREAS, City Council of the City of Columbia, South Carolina enacted Ordinance No. 2022-052 on June 21, 2022, pursuant to which City Council adopted the City's budget for the fiscal year ending June 30, 2023 and established the ad valorem tax millage rate to be levied on the value of all taxable real and personal property within the City; and,

WHEREAS, the property tax projected revenue to be received by the City under Ordinance No. 2022-052 was intended by City Council to be the same as the property tax projected revenue that the City was to receive under the previously adopted budget ordinance (e.g., Ordinance No. 2021-022 enacted by City Council on May 18, 2021, as amended by Ordinance No. 2022-026 enacted by City Council on April 5, 2022) which established an ad valorem tax millage rate of ninety-three and eight tenths (93.8) mills; and,

WHEREAS, due to a scrivener's error, the ad valorem tax millage rate which was written in the signed version of Ordinance No. 2022-052 was ninety-eight and one tenth (98.1) mills, but the ad valorem tax millage rate should have been written the same as the ad valorem tax millage rate approved in the previously adopted budget ordinance (e.g., ninety-three and eight tenths (93.8) mills) which is the amount taxpayers have been accurately assessed; and,

WHEREAS, the property tax projected revenue to be received by the City under this amendment will be the same as the property tax projected revenue that the City was to receive under the previously adopted budget ordinance; and,

WHEREAS, the City Council has determined that the FY 2022/2023 Operating and Capital budget require supplemental appropriations in order to fund various projects and programs; and,

WHEREAS, the City determined it is necessary to make supplemental allocations to be designated from prior year General Fund Balance, Congaree Vista Fund Balance, Hospitality Tax Fund Balance; and,

WHEREAS, the City received an allocation of \$27,178,052 from the American Rescue Plan Act State and Local Fiscal Recovery Fund (the "SLFRF"); and,

WHEREAS, an allocation from the SLFRF based on the eligible uses and in adherence to Federal guidance that has been issued and the City's associated requirements; NOW, THEREFORE,

BE IT ORDAINED this ____ day of ____, 2022 that Ordinance No. 22-052 be and it hereby is amended to confirm an ad valorem tax millage rate of ninety-three and eight tenths (93.8) mills on the assessed value of all taxable real property and personal property in the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 6-1-320.

BE IT ALSO ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of ____, 2022 that Ordinance No. 2022-089 is amending the FY 2022/2023 Budget pursuant to S.C. Code Ann. Section 6-1-320 as follows:

LEGAL DEPARTMENT DRAFT

- Appropriate revenues from General Fund prior years fund balance in the amount of \$16,995,000
- Appropriate revenues from General Fund Congaree Vista prior years fund balance in the amount of \$3,873,750
- Appropriate revenues from Hospitality Tax prior years fund balance in the amount of \$4,300,000
- Appropriate revenues from the U.S. Treasury American Rescue Plan Act SLFRF in the amount of \$3,300,000
- For total revenue appropriations from all sources in the amount of \$28,468,750
- Amending the FY 2022/2023 General Fund Budget in the amount of \$22,668,750 as follows:
 - Operating Departments in the amount of \$4,760,000 as follows:
 - General Services Department for HVAC evaluation in the amount of \$150,000 and space utilization study in the amount of \$100,000 for a total amendment of \$250,000
 - Budget and Grants Office for Grant Services in the amount of \$500,000
 - Municipal Court for judicial operations in the amount of \$260,000;
 - Public Works for potential lease and/or up-fit for the Columbia Animal Shelter Facility in the amount of \$500,000 and for the Columbia Beautification program in the amount of \$800,000 for a total amendment of \$1,300,000
 - Police Department for the lease or purchase of West Region facility in the amount of \$350,000 and the purchase of police package patrol vehicles in the amount of \$2,000,000 for a total amendment of \$2,350,000
 - Parks & Recreation for an update to the Parks Master Plan in the amount of \$100,000
 - Transfers Out to Capital Projects in the amount of \$17,908,750 as follows:
 - ADA Bathroom Renovations City Hall \$250,000
 - Rapid Shelters \$800,000
 - Road rebuilds & repairs \$500,000
 - Sidewalk installations \$500,000
 - Municipal Court - Facility renovations \$425,000
 - Public Safety Training Complex Design and Utilization Study \$350,000
 - Burn Building renovation \$1,000,000
 - Police Department facilities renovations \$500,000
 - Fire Department facilities renovations \$500,000
 - Gateway Signage \$500,000
 - Finlay Park Rehabilitation Project \$5,000,000
 - Mays Park Improvement Project \$850,000
 - Security cameras at park facilities \$200,000

- Riverfront Park Projects \$673,750
 - Katherine Bellfield Teaching Kitchen Grant Match \$260,000
 - Saluda Greenway Bathrooms \$200,000
 - Assembly Street Grade Separation \$5,000,000
 - Quiet Zone (Zone 1a) Gadsden to Greene \$400,000
- Amending the FY 2022/2023 Hospitality Tax Budget in the amount of \$4,300,000 as follows:
 - Transfers Out in the amount of \$4,300,000 for allocations to:
 - General Capital Projects for Finlay Park in the amount of \$3,500,00
 - General Capital Projects for Southeast Park Education Center \$500,000
 - General Fund in the amount of \$300,000 for the Columbia Beautification Program
 - Allocate from the U.S. Treasury American Rescue Plan SLFRF Lost Revenue Category in the amount of \$3,300,000 as follows:
 - Homeless Services for staffing and operations of Rapid Shelter program in the amount of \$1,800,000
 - Transfers Out in the amount of \$1,000,000 for allocations to:
 - General Fund Grant Services in the amount of \$500,000
 - General Fund Fire Station Renovations in the amount of \$500,000
 - General Fund Police Station Renovations in the amount of \$500,000

BE IT FURTHER ORDAINED that the budget year FY 2022-2023 is hereby amended as reflected on the attached.

Requested by:

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



FY 22/23 BUDGET AMENDMENT SUMMARY

FY 2022/2023 GENERAL FUND

	Budget	Amendments	Amended Budget
Revenues	\$141,835,914		\$141,835,914
Transfers (Other Financing Sources)	\$22,974,680		
From General Fund Balance		\$16,995,000	\$16,995,000
From General Fund - Congaree Vista		\$3,873,750	\$3,873,750
From Hospitality Tax		\$300,000	\$300,000
From ARPA SLFRF		\$1,500,000	\$1,500,000
TOTAL REVENUES & TRANSFERS IN	\$164,810,594	\$22,668,750	\$187,479,344

	Budget	Amendments	Amended Budget
Expenditures			
General Fund Expenditures	\$147,616,858	\$4,760,000	\$152,376,858
Transfers (Other Financing Uses)	\$17,193,736		\$17,193,736
To Capital Projects		\$17,908,750	\$17,908,750
TOTAL EXPENDITURES & TRANSFERS OUT	\$164,810,594	\$22,668,750	\$187,479,344

FY 2022/2023 HOSPITALITY TAX

	Budget	Amendments	Amended Budget
Revenues	\$12,772,297		\$12,772,297
Transfers (Other Financing Sources)	\$473,218		
From Hospitality Tax Fund Balance		\$4,300,000	\$4,300,000
TOTAL REVENUES & TRANSFERS IN	\$13,245,515	\$4,300,000	\$17,545,515

	Budget		
Expenditures	Original Budget	Amendments	Amended Budget
Expenditures	\$7,011,372		\$7,011,372
Transfers (Other Financing Uses)	\$6,234,143	\$300,000	
Transfers to Capital Projects		\$4,000,000	
TOTAL EXPENDITURES & TRANSFERS OUT	\$13,245,515	\$4,300,000	\$17,545,515

FY 2022/2023 AMERICAN RESCUE PLAN ACT SLFRF

	Budget		Budget
Revenues	\$27,178,358		\$27,178,358
TOTAL REVENUES	\$27,178,358	\$0	\$27,178,358

	Budget	Allocations	Budget
Expenditures			
Premium Pay	\$4,214,063		\$4,214,063
Public Health	\$2,588,250	\$1,800,000	\$4,388,250
Transfers - Lost Revenue			
To General Fund	\$3,035,000	\$1,500,000	\$4,535,000
Reserve for Future Allocations	\$17,341,045	-\$3,300,000	\$14,041,045
TOTAL EXPENDITURES	\$27,178,358	\$0	\$27,178,358

**CITY OF COLUMBIA
GENERAL FUND SUMMARY**

	ACTUAL FY 20/21	AMENDED BUDGET FY 21/22	BUDGET FY 22/23	AMEND.	AMENDED BUDGET FY 22/23
<u>REVENUE CATEGORIES</u>					
GENERAL PROPERTY TAX	61,994,962	62,463,567	62,900,974		62,900,974
LICENSES AND PERMITS	41,100,970	39,032,937	42,889,098		42,889,098
FROM OTHER AGENCIES	17,201,017	17,094,457	17,768,326		17,768,326
CURRENT SERVICE CHARGES	15,393,489	15,295,894	16,030,195		16,030,195
FINES & FORFEITURES	443,001	506,500	506,500		506,500
MISCELLANEOUS REVENUE	773,969	245,000	255,000		255,000
INTEREST ON INVESTMENT	42,961	145,164	145,415		145,415
RENTS & SALE OF PROPERTY	333,536	247,000	1,340,406		1,340,406
TOTAL REVENUE	137,283,905	135,030,519	141,835,914	0	141,835,914
<u>TRANSFERS IN</u>					
FROM AMERICAN RESCUE PLAN		6,381,404	2,000,000	1,500,000	3,500,000
FROM BOND PROCEEDS		4,228,789			
FROM OTHER FUNDS	441,656	0			0
FROM ACCOMMODATIONS TAX	25,000	25,000	25,000		25,000
FROM HOSPITALITY TAX	1,540,000	3,700,000	3,700,000	300,000	4,000,000
FROM CONGAREE VISTA				3,873,750	
FROM CAPITAL LEASE PROCEEDS	8,209,133	9,000,000	9,000,000		9,000,000
FROM PARKING FUND	500,000	500,000	500,000		500,000
FROM WATER & SEWER INDIRECT COST	4,189,680	4,189,680	4,189,680		4,189,680
FROM W&S- COVID 19 EMERGENCY RES.	2,000,000	0			
FROM STORM WATER	560,000	560,000	560,000		560,000
FROM UN-APPROPRIATED SURPLUS	0	0	3,000,000	16,995,000	19,995,000
TOTAL TRANSFERS IN	17,465,469	28,584,873	22,974,680	22,668,750	45,643,430
TOTAL GENERAL FUND REV & TRANS	154,749,374	163,615,392	164,810,594	22,668,750	187,479,344
<u>DEPARTMENTS</u>					
LEGISLATIVE - MAYOR & CITY COUNCIL	685,795	763,773	809,228		809,228
ADMINISTRATION - CITY MANAGER	915,095	915,304	776,088		776,088
GOVERNMENTAL AFFAIRS	281,224	358,791	496,184		496,184
ADMINISTRATION - ACM ADMINISTRATIVE SRVCS			238,077		238,077
ADMINISTRATION - ACM COMMERCE & DEVELOPMENT	521,254	500,974	487,877		487,877
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	217,984	245,472	316,741		316,741
ADMINISTRATION - ACM OPERATIONS	359,999	369,159	503,869		503,869
HUMAN RESOURCES	1,078,773	1,178,682	1,225,327		1,225,327
BUDGET & PROGRAM MANAGEMENT OFFICE	409,417	556,237	606,779	500,000	1,106,779
PUBLIC RELATIONS	751,599	815,343	890,535		890,535
OFFICE OF THE CITY CLERK	307,426	516,216	285,228		285,228
LEGAL	1,766,341	2,134,533	2,191,696		2,191,696
MUNICIPAL COURT	2,370,281	2,518,980	2,846,560	260,000	3,106,560
HOMELESS SERVICES		0	1,060,000		1,060,000
OFFICE OF BUSINESS OPPORTUNITIES	652,518	781,174	801,407		801,407
COMMUNITY DEVELOPMENT	360,225	478,099	570,714		570,714
PLANNING & DEV. SERVICES	3,224,167	3,466,727	3,318,745		3,318,745
POLICE	45,144,578	46,747,967	48,509,232	2,350,000	50,859,232
EMERGENCY MANAGEMENT	549,272	569,531	576,028		576,028
911 EMERGENCY COMMUNICATIONS	3,112,738	3,387,512	3,379,499		3,379,499
FIRE	23,943,808	24,372,213	24,417,902		24,417,902
PARKS & RECREATION	11,751,901	13,610,647	13,164,236	100,000	13,264,236
PUBLIC WORKS	19,663,459	19,639,008	20,571,988	1,300,000	21,871,988
GENERAL SERVICES	1,591,072	1,776,560	3,748,828	250,000	3,998,828
INFORMATION TECHNOLOGY	3,808,104	4,270,080	4,358,133		4,358,133
RESERVE			1,479,884		1,479,884
TOTAL DEPARTMENT	125,366,660	132,119,245	139,827,933	4,760,000	144,587,933
<u>NON-DEPARTMENTAL & MISC.</u>					
COMMUNITY PROMOTIONS			100,000		100,000
CAPITAL LEASE PURCHASE PAYMENT	5,651,391	6,113,935	6,708,108		6,708,108
RICHLAND COUNTY DETENTION CENTER PER DIEM	403,497	500,000	500,000		500,000
5TH CIRCUIT SOLICITOR'S OFFICE	215,817	215,817	215,817		215,817
RICHLAND COUNTY PUBLIC DEFENDER	138,000	225,000	225,000		225,000
HOMELESS SERVICES - CONTRACTS	994,590	1,044,500			0
SECURITY CAMERAS	0	2,500,000	0		0
SPECIAL EMERGENCY RESERVE	0	1,050,000	0		0
NON-DEPARTMENTAL & MISC.	3,748,133	40,000	40,000		40,000
TOTAL NON-DEPARTMENTAL	11,382,795	11,689,252	7,788,925	0	7,788,925
TOTAL EXPENDITURES	136,749,455	143,808,497	147,616,858	4,760,000	152,376,858
<u>TRANSFERS OUT</u>					
TO INTERNAL SERVICE FUNDS	2,816,194	3,186,254	2,910,120		2,910,120
TO DEBT SERVICE	3,395,288	4,768,966	4,095,184		4,095,184
TO COMPONENT UNIT	1,259,599	1,157,266	1,188,432		1,188,432
TO CAPITAL PROJECTS		0		17,908,750	17,908,750
TO CAPITAL REPLACEMENT PROGRAM	0	9,000,000	9,000,000		9,000,000
TOTAL TRANSFERS OUT	7,634,234	18,117,396	17,193,736	17,908,750	35,102,486
TOTAL BUDGET	144,383,689	161,925,893	164,810,594	22,668,750	187,479,344

**CITY OF COLUMBIA
HOSPITALITY TAX SUMMARY**

	ACTUAL FY 20/21	UNAUDITED ACTUAL FY 21/22	BUDGET FY 22/23	AMEND	AMENDED BUDGET FY 22/23
<u>REVENUES</u>					
HOSPITALITY TAX	10,975,646	13,405,647	12,681,189		12,681,189
FINES & LATE FEES	79,437	93,755	54,000		54,000
INTEREST	6,428	33,455	37,108		37,108
TOTAL REVENUES	11,061,511	13,532,857	12,772,297	-	12,772,297
<u>TRANSFERS IN & OTHER FINANCING</u>					
FM FUND BALANCE			473,218	4,300,000	4,773,218
FM BONDS	4,223,828				
TOTAL REVENUE & TRANSFERS IN	15,285,339	13,532,857	13,245,515	4,300,000	17,545,515
<u>EXPENDITURES</u>					
HOSPITALITY TAX COMMITTEE ALLOCATIONS			3,000,000		3,000,000
PRIOR YEAR CARRYFORWARDS	7,981	205,438	473,218		473,218
LINE ITEM AGENCIES					
COLUMBIA MUSEUM OF ART	531,710	700,000	700,000	100,000	800,000
CMA CAPITAL PROJECT			300,000		300,000
COLUMBIA MUSIC FESTIVAL ASSOC.	181,913	250,000	250,000	5,000	255,000
EdVENTURE	258,000	300,000	300,000	100,000	400,000
FAMOUSLY HOT NEW YEARS	47,869	15,000			
HISTORIC COLUMBIA FOUNDATION	451,125	600,000	600,000	103,000	703,000
HCF COLUMBIA 63 OUR STORY MATTERS	100,238	175,000	175,000		175,000
ONE COLUMBIA	83,800	83,888	83,888		83,888
SC PHILHARMONIC	74,250	94,808	100,000		100,000
LINE ITEM AGENCIES	1,728,905	2,218,696	2,508,888	308,000	2,816,888
OTHER ALLOCATIONS					
Leisure Fun		10,000	10,000		10,000
Parks & Recreation Foundation		9,415	40,000	25,000	65,000
River Alliance		26,000	26,000		26,000
ALLOCATIONS	1,094,536	2,128,057	76,000	25,000	101,000
SPECIAL PROJECTS					
FIVE POINTS FOUNTAIN		250,000			
RESERVE FOR FUTURE ALLOCATION			553,266	(333,000)	220,266
PROPOSED CULTURAL AFFAIRS OFFICE			400,000		400,000
	-	250,000	953,266	(333,000)	620,266
<u>TRANSFERS OUT</u>					
TO GEN. FUND	1,540,000	3,700,000	3,700,000	300,000	4,000,000
TO DEBT SERVICE	7,099,357	2,759,913	2,534,143		2,534,143
TO CAPITAL PROJECTS		1,500,000		4,000,000	4,000,000
TOTAL TRANSFERS OUT	8,639,357	7,959,913	6,234,143	4,300,000	10,534,143
TOTAL BUDGET	11,470,779	12,762,104	13,245,515	4,300,000	17,545,515

ORDINANCE NUMBER NO.: 2022-080

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General,
Sec. 14-7 Reporting of Lost /Stolen Firearms; Firearms recovered from crimes or criminal activity*

WHEREAS, laws that encourage firearm owners to notify law enforcement about the loss or theft of a firearm serve several public safety functions. These laws help deter gun trafficking and straw purchasing, and help law enforcement recover and return lost or stolen guns to their rightful owners. They also help law enforcement disarm individuals who become ineligible to possess firearms; and,

WHEREAS, according to United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) data, the majority of lost or stolen firearms are never reported to law enforcement, significantly hindering law enforcement efforts to trace the source of crime guns and to prevent weapons from falling into dangerous hands with many of the stolen guns being used to commit subsequent crimes. A United States Department of the Treasury study revealed that nearly a quarter of ATF gun trafficking investigations involved stolen firearms and that ten (10%) percent of the investigations involved guns stolen from residences; and,

WHEREAS, when a crime gun is traced by law enforcement to the last purchaser of record, the person who purchased the gun may often claim that the weapon was lost or stolen to hide his or her involvement in the crime or in intentionally trafficking the gun to a prohibited person. Reporting laws provide an important tool for law enforcement to detect this behavior because individuals who repeatedly report their guns lost or stolen also put law enforcement on notice that they may be trafficking firearms on the black market; and,

WHEREAS, when a person who legally owned a gun falls into a prohibited category, such as after a serious criminal conviction or domestic violence restraining order, it is crucial that law enforcement remove the firearm from his or her possession. However, when required to relinquish firearms, a prohibited offender or abuser may falsely claim that his or her gun was previously lost or stolen; and,

WHEREAS, the reporting requirement helps law enforcement track down missing guns and return them to lawful owners before they fall into dangerous hands; and,

WHEREAS, reporting laws make gun owners more accountable for their weapons, and help protect rightful gun owners from unwarranted criminal accusations when a gun that was lost or stolen from them is later recovered at a crime scene; and,

WHEREAS, the State of South Carolina has not taken any legislative action to compel the reporting of guns which are lost or stolen and this area of regulation is not preempted by any State Action; and,

WHEREAS, states without lost or stolen reporting laws are the source of more than 2.5 times as many crime guns recovered in other states as states with a lost or stolen reporting requirement. States without lost or stolen reporting laws also sell 30% more "short time-to-crime guns," meaning guns that are recovered from crime scenes within two years of their initial purchase; and,

WHEREAS, a nationwide poll found that 94% of registered voters supported laws to require the reporting of lost or stolen firearms; NOW, THEREFORE

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ___th day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina,

Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, Sec. 14-7 Firearms recovered from crimes or criminal activity, is amended to read as follows:

Sec. 14-7. Reporting of Lost/Stolen Firearms; Firearms recovered from crimes or criminal activity.

- (a) An owner or other person who resides in and is lawfully in possession of a firearm, rifle, or shotgun in the City of Columbia who suffers the loss or theft of such weapon shall report, within twenty-four (24) hours of discovery, the loss or theft of each weapon to the City of Columbia Police Department, along with the facts and circumstances of the loss or theft.**
- (b) The Department shall collect all pertinent information including, but not limited to, the weapon's serial number, make, model, caliber, and any distinguishing marks or numbers. The Department shall enter all collected information, as it complies with the prerequisite criteria, into the NCIC database in reference to the loss or theft of the weapon. Reports of lost or stolen weapons must be recorded on the standard incident form used by the agency and stored in the normal manner used for incident reports.**
- (a c)** When any firearm is secured as evidence, contraband, or found property by the Columbia Police Department, the Department shall attempt, consistent with established policy, to:
 1. Identify the firearm through tracing, test firing or other means of electronic or forensic analysis;
 2. Investigate whether the weapon had been used in any other crimes or criminal activity;
 3. Identify the name and location the lawful owner;
 4. Determine if the owner is still legally allowed to own or possess the type of firearm under existing federal or state law;
 5. Contact any innocent owner to obtain necessary information and inform the owner of the process for recovery of the firearm;
 6. Any investigation in furtherance of a criminal investigation or law enforcement purpose.
- (b d)** All firearms will be secured in the CPD Property and Evidence Facility until the investigation is complete or the underlying matter in which the firearm was secured has been prosecuted to a conclusion or otherwise resolved pursuant to federal and state law.
- (e e)** To defray the costs of the investigation on the history and ownership of the firearm, any innocent owner seeking to recover a firearm which has been stolen from their residence, place of business or vehicle shall pay a fee of \$150.00 to the City of Columbia. If, after a period of ninety (90) days after the date the owner was notified the firearm was subject to be released to their possession and custody, the fee is remains unpaid, the fee shall be waived but the firearm will be deemed abandoned property and disposed of in accordance with federal law, state law and department policy.
- (d f)** No fees shall be assessed against any firearm or to any owner who provides documentary proof the theft or loss of the firearm was reported to the state or local law enforcement authority with jurisdiction over the location of the firearm within ~~fourteen (14) days~~ **twenty-four (24) hours** of the discovery of the loss or theft.
- (f g)** No fee shall be assessed against any firearm or to any owner for weapons secured solely for temporary safekeeping.
- (h) Failure to report the loss or theft of any firearm as provided for in this section may result in the assessment of an infraction punishable by a civil penalty of up to \$500.00 per firearm.**
- (i) If any provision, clause, sentence or paragraph of this section or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this section which can be given effect without the invalid provision or application, and to this end the provisions of this section are declared to be severable.**

LEGAL DEPARTMENT DRAFT

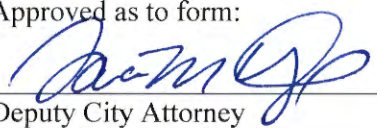
This ordinance is effective as of final reading.

Requested by:

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2022-074

Resolving to Consider Ordinance No.: 2022- 081 Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principle Uses, to add Provisions Governing Smoke or Vape Shops, and Article 9, Definitions and Measurements, to add Definitions concerning Smoke or Vape Shops; and, Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring this Ordinance to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance

WHEREAS, the City of Columbia (hereinafter, "the City") has experienced a growing number of Smoke or Vape Shops within the corporate limits of the City; and

WHEREAS, the proliferation of Smoke and Vape Shops in the City would result in undesirable impacts to the community, including increased potential for minors to be exposed to and therefore use or aspire to use tobacco products, nicotine products and vape products; adverse health consequences of using tobacco products and vape products; and heightened risk of negative aesthetic impacts, blight, and loss of property values of residential neighborhoods and businesses in close proximity to such uses; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Columbia this _____ day of _____, 2022 that:

1. Council shall consider the attached Ordinance Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principle Uses, to add Provisions Governing Smoke or Vape Shops, and Article 9, Definitions and Measurements, to add Definitions concerning Smoke or Vape Shops ("Smoke or Vape Shop Ordinance"); and
2. The Smoke or Vape Shop Ordinance is hereby referred to the City of Columbia Planning Commission for review and preparation of recommendations to City Council during its meeting on October 13, 2022; and
3. Council hereby sets a zoning public hearing on the Smoke or Vape Shop Ordinance for November 15, 2022 in Council Chambers during its regularly scheduled Council meeting; and
4. Pursuant to South Carolina law, Council hereby invokes the pending ordinance doctrine with respect to the Smoke or Vape Shop Ordinance.

IT IS SO RESOLVED.

Requested by:

Councilman Howard Duvall

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

Attest:

City Clerk

Introduced:

Final Reading:

Last revised: 8/18/2022
22013876

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-081

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principal Uses, to add Provisions Governing Smoke or Vape Shops, and Article 9, Definitions and Measurements, to add Definitions concerning Smoke or Vape Shops

WHEREAS, the regulation of smoke and vape shops is necessary and in the interests of the public health, safety and general welfare because there has been an increase of the establishment and operation of smoke and vape shops in the City of Columbia. The proliferation of smoke and vape shops in the City would result in undesirable impacts to the community. Among these impacts are increased potential for minors to be exposed to and therefore use or aspire to use tobacco products, nicotine products and vape products; adverse health consequences of using tobacco products and vape products; and heightened risk of negative aesthetic impacts, blight, and loss of property values of residential neighborhoods and businesses in close proximity to such uses. This ordinance contains amendments consistent with good zoning and planning practices to address such negative impacts of smoke and vape shops while providing a reasonable number of locations and zones for such shops/stores to locate within the City of Columbia.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the City of Columbia's *Unified Development Ordinance*, Article 4, Use Regulations, Section 17-4.2, Principal Uses, and Article 9, Definitions and Rules of Measurement, Section 17-9.4, is amended to add the following:

Section 17-9.4, Definitions**ALTERNATIVE NICOTINE PRODUCT**

A product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. An "Alternative Nicotine Product" does not include Tobacco Products, or any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, which is being marketed and sold solely for that approved purpose.

CANNABIS

Any derivatives, compounds, extracts, cannabinoids, isomers, acids, salts, or salts of isomers of the species *Cannabis Sativa L.*, excluding marijuana as defined by S.C. Code Ann. § 44-53-110(27)(a), with a tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis, or the THC concentration for hemp as defined in 7 U.S.C. § 5940, whichever is greater. "Cannabis" includes, but is not limited to, full-spectrum Cannabidiol (CBD), Delta-8 THC, Delta-9 THC, Delta-10 THC and HHC.

INCIDENTAL OR ANCILLARY USE

A display or sale by a grocery store, supermarket, convenience store, gas station, or similar retail business that uses no more than two percent (2%) of its gross floor area, or 200 square feet, whichever is less, for the display, sale, distribution, delivery, offering, furnishing, or marketing of one or more of the following: Tobacco Products, Alternative Nicotine Products, cigarettes containing Cannabis, Smoking Paraphernalia, and/or Vape Products. For any grocery store, market, retail kiosk or similar business consisting of 250 square feet or less, "Incidental or Ancillary Use" is defined as no more than five (5) square feet being used for the display, sale, distribution, delivery, offering, furnishing, or marketing of Tobacco Products, cigarettes containing Cannabis, Smoking Paraphernalia, and/or Vape Products.

SMOKE OR VAPE SHOP

Any retail store located within the City of Columbia, with more than an Incidental or Ancillary Use, that displays, sells, distributes, delivers, offers, furnishes or markets one or more of the following: 1) Alternative Nicotine Products; 2) Vape Products; 3) Tobacco Products; 4) cigarettes, cigars, dried or shredded plant material, flowers, smoking blends, and similar products that are smoked or inhaled and contain Cannabis or Synthetic Cannabinoids; or 5) Smoking Paraphernalia.

SYNTHETIC CANNABINOIDS

A class of artificially-made chemicals that are cannabinoid receptor agonists intended to replicate, mimic, or cause a similar reaction to the psychoactive effects of marijuana. These compounds may be found in products marketed as incense, herbal blends or mixtures, synthetic marijuana, or potpourri, and labeled as Spice, K2, Green Giant, Smacked, Wicked X, AK-47, Geeked Up, Ninja, Caution, Red Giant, Keisha Kole, XXX Ultra, Skunk, Atomic and other names, however named.

TOBACCO PRODUCT

Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes; cigars; cheroots; stogies; perique; granulated, plug-cut, crimp-cut, ready rubbed and other smoking tobacco; snuff; snuff flowers; cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco and other kinds and forms of tobacco, prepared in such a manner as to be suitable for chewing or smoking in a pipe, or other tobacco related devices. Tobacco Products do not include any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

SMOKING PARAPHERNALIA

Any paraphernalia, equipment, device, or instrument that is designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of Tobacco Products, Cannabis Products, Synthetic Cannabinoids, or controlled substances as defined in S.C. Code Ann. § 44-53-110. Items classified as Smoking Paraphernalia include but are not limited to: pipes, ice pipes or chillers, air-driven pipes, water pipes, bongs, water bongs, hookahs, punctured metal bowls, and roach clips.

VAPE PRODUCT

Any non-combustible product, which may or may not use or contain a Cannabis Product, Alternative Nicotine Product, or Synthetic Marijuana, that employs a heating element, power source, electronic circuit, or other electronic, chemical or mechanical means, regardless of shape or size, that can be used to produce vapor from a liquid solution or any other form. "Vape Product" includes devices called e-cigarettes, electronic cigars, electronic pipes, vaporizers, vaporizer cartridges, vapes, e-hookahs, vape pens, pod mods, box mods, puff bars, tanks or mods, sub-ohm tanks, vaporizers, dab pen, or similar product or device. "Vape Product" also includes e-juice, vape juice, and e-liquid containing an Alternative Nicotine Product, Cannabis, or Synthetic Cannabinoids. "Vape Product" does not include any product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the United States Food, Drug, and Cosmetic Act.

Section 17-4.2(B)(4), Principal Use Table

Retail Sales Uses

...

Smoke or Vape Shop, allowed conditionally in Zoning Districts NAC, CAC, RAC, DAC, GC, MC, and LI.

Section 17-4.2(c)(3)(e), Standards for Specific Principal Uses, Commercial Uses, Retail Sales Uses

...

3. Smoke or Vape Shops

- (i) All Smoke or Vape Shops wishing to operate within the Zoning Districts NAC, CAC, RAC, DAC, GC, MC, and LI must meet the following conditions:
 - a. Smoke or Vape Shops shall not be located within 1,000 feet from a public or private K-12 school, child day care facility, youth center, recreational facility, park, church or religious institution, or community center.
 - b. Smoke or Vape Shops shall not be located within 1,000 feet from another Smoke or Vape Shop.

If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

This ordinance shall take effect upon the date of final reading.

Requested by:

Councilman Howard Duvall

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

Last Revised 8/18/22

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2022-049

Authorizing the City Manager to execute a Purchase and Sales Agreement between the City of Columbia and Reverend W.J. Grier and Effie F. Grier, as co-trustees of the Grier Family Revocable Living Trust dated the 4th day of March, 2019 for the purchase of property located at 1109 Columbia College Drive, Richland County TMS #09216-07-20

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2022, that the City Manager is hereby authorized to execute the attached Purchase and Sales Agreement and any documents necessary and approved by the City Attorney, between City of Columbia and Reverend W.J. Grier and Effie F. Grier, as co-trustees of the Grier Family Revocable Living Trust dated the 4th day of March, 2019 to consummate the purchase of property located at 1109 Columbia College Drive, Richland County TMS #09216-07-20 for the sum of Three Hundred and Ten Thousand and No/100 (\$310,000.00) Dollars.

(Funding Source: 5024304)

Requested by:

Assistant City Manager Gentry

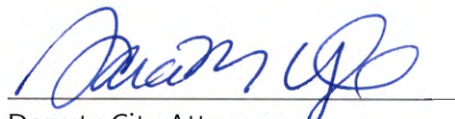
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE (the "Contract") is made and entered into as of the _____ day of _____, 2022, by and between **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a municipal corporation, or its assigns (hereinafter referred to as "**Purchaser**") and **REV. W.J. GRIER AND EFFIE F. GRIER, AS CO-TRUSTEES OF THE GRIER FAMILY REVOCABLE LIVING TRUST DATED THE 4TH DAY OF MARCH 2019**, (hereinafter referred to as "**Seller**"). The "Effective Date" of this Contract shall be the date on which the last party signs this Contract.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. **Description of Property.** The real property which is subject to this Contract consists of all that certain piece, parcel, or lot of land, and the improvements thereon located at 1109 Columbia College Drive, Columbia, SC 29203 and identified as Richland County Tax Map Number R09216-07-20 (hereinafter referred to as the "**Property**"). The Property is described in more detail on **Exhibit "A"** which is attached hereto and incorporated herein by reference.

2. **Purchase Price.** The settlement of claims and purchase price for the Property shall be \$310,000.00 (the "**Purchase Price**") and shall be paid by the Purchaser as follows:

(a) The sum of \$10,000.00 (the "**Earnest Money**") shall be deposited with Burr & Forman, LLP ("**Agent**") within thirty (30) days after approval of the Contract by the City of Columbia City Council and execution of the Contract by Purchaser and Seller.

(b) The balance of the Purchase Price shall be delivered in immediately available funds at Closing (as defined below).

3. **Closing.** The "**Closing**" of the transaction herein provided shall be held not later than thirty (30) days after the expiration of the Inspection Period (as defined herein) at the offices of Purchaser's counsel.

4. **Purchaser's Rights Prior to Closing - Inspection Period.**

(a) For a period not to exceed Sixty (60) days from the Effective Date (such period being herein referred to as the "**Inspection Period**"), the Purchaser, its authorized agents and employees, as well as others authorized by the Purchaser, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying, architectural,

engineering, topographical, geological, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the "**Investigations**") as the Purchaser deems reasonably necessary or advisable in order to determine if the Property is acceptable to Purchaser, so long as same do not result in any material adverse change to the physical characteristics of the Property. To the extent permitted by law, Purchaser agrees to indemnify and hold Seller harmless from and against any and all claims, costs, expenses and liabilities including reasonable attorneys' fees arising out of or by reason of the Investigations. Purchaser shall restore any disturbance of the Property caused by the Investigations into the same condition that existed prior to the Effective Date in the event Purchaser fails to close, or terminates this Contract.

(b) At any time prior to the expiration of the Inspection Period the Purchaser shall have the right to terminate this Contract if the Purchaser, in Purchaser's sole discretion, determines that the Property is not suitable for Purchaser's intended purposes. If the Purchaser elects to terminate pursuant to this paragraph, it shall give written notice of such termination to the Seller and to the Agent prior to the expiration of the Inspection Period. Upon such termination, the Agent shall return the Earnest Money to the Purchaser, and neither party shall have any further rights or obligations hereunder except for any obligations of the Purchaser under (a) above.

(c) Purchaser, at its sole option, may terminate the Inspection Period prior to the end of sixty (60) days and proceed to Closing.

5. **Title.** The Purchaser's obligations hereunder shall be conditioned upon the Seller's delivery of a good marketable and insurable fee simple title to the Property (at standard rates), by limited warranty deed, free and clear of all liens, encumbrances and conditions which in the opinion of the Purchaser would adversely affect the use and marketability of the Property.

6. **Title Examination.** Prior to the end of the Inspection Period Purchaser shall deliver to Seller a written statement of objections, if any, to Seller's title to the Property (the "Title Objections") and Seller shall have (10) days after receipt of the Title Objections in which to cure or remove the same, time being of the essence. Seller hereby covenants and agrees to use Seller's best efforts to cure or remove said objections within said period. In the event Seller fails or refuses to cure or remove said objections within said period (or within such longer period as may be approved by Purchaser in writing), then, Purchase may either (i) waive all or any of the Title Objections and close the transaction with no reduction in the Purchase Price, in which event the uncorrected and unremoved Title Objections shall be deemed waived by Purchaser and shall thereafter be permitted exceptions to title under this Contract; or (ii) terminate this Contract by notice of the same delivered to Seller at or before Closing, shall terminate and be of no further force and effect. In such event, the Earnest Money shall immediately then be returned to Purchaser and no party hereto shall have any further rights, liabilities or obligations hereunder.

7. **Seller's Representations and Warranties.** Seller makes the following representations and warranties to Purchaser, each of which shall be true and complete as of the date of this Contract and as of the date of Closing:

(a) The Seller is a trust formed under the laws of the State of South Carolina.

(b) Seller has, prior to the end of the Inspection Period, delivered to Purchaser a fully executed copy of the Grier Family Revocable Living Trust dated the 4th day of March 2019, together with all amendments and modifications thereto (together, the "Trust Agreement").

(c) The Trust Agreement is valid and in full force and effect and has not been modified, amended, terminated, or revoked. The co-trustees of the trust are W.J. Grier and Effie F. Grier and they have not resigned as co-trustees. The Trust Agreement authorizes the co-trustees to take all action necessary to enter into the Contract and complete the transaction contemplated herein, without the need for further approvals.

(d) The Seller, acting through the co-trustees, has full power and authority to enter into this Contract and to perform all its obligations hereunder; the execution and delivery of this Contract and the performance by Seller of its obligations hereunder have been duly authorized by such action as may be required, and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Seller.

(e) Seller has received no written notice, and to Seller's actual knowledge, there is no action, suit or proceeding, pending or threatened against or materially affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(f) Seller is the sole owner of the Property and has good and marketable title thereto and the sole authority to convey the Property.

(g) To Seller's actual knowledge, there are no tenants or parties with any right to possess all or any portion of the Property.

(h) To Seller's actual knowledge, no person or entity has any right or option to acquire the Property or any portion thereof.

(i) Seller has received no written notice from any governmental agency having jurisdiction and Seller is not aware that the Property is affected by the presence and/or harmful effects of any asbestos, toxic, or hazardous substances as defined by applicable federal, state, or local laws affecting the Property. Seller has no actual knowledge of any underground storage tanks currently located at the Property or being located at the Property in the past.

(j) The "knowledge" of seller shall be limited to the actual knowledge of Rev. W. J. Grier and Effie F. Grier, in their respective capacities as co-Trustees of Seller, without requirement of his investigation or inquiry.

Except as set forth in the Seller's representations and warranties above and in the title representations and warranties to be set forth in the Deed (as hereinafter defined), the Property is being sold "AS IS"/"WHERE IS".

8. **Default and Remedies.** In the event that the terms and conditions of this Contract have been satisfied and Purchaser does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, Seller, as Seller's sole and exclusive remedy, may declare this Contract cancelled in which event the Earnest Money shall be paid to the Seller as full liquidated damages and not as a penalty, it being agreed that the Seller's damages would be difficult or impossible to ascertain. In the event of Seller's breach of any of its obligations hereunder, Purchaser shall have the following rights and options as Purchaser's sole and exclusive remedies to either: (a) immediately terminate this Contract upon written notice to the Seller and receive back the full amount of the Earnest Money and upon return of same the parties hereto shall have no further rights and obligations or liabilities to each other hereunder or (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Contract, and to recover all costs and expenses, including reasonable attorneys' fees incurred by Purchaser in such action.

9. **Closing Costs.** Seller shall pay the fees of Seller's attorney directly related to the closing of the transaction contemplated in this Contract and a pro-rata portion of ad valorem real property taxes for the year in which the Closing occurs. The Purchaser shall pay expense of preparation of the deed, deed recording fees, the documentary or transfer stamps fees, premium for the owner's title insurance policy to be issued to the Purchaser, the costs incurred by the Purchaser in connection with its Investigations of the Property, a pro-rata portion of ad valorem real property taxes for the year in which the Closing occurs and the fees of Purchaser's attorneys. Seller and Purchaser agree that rent shall be prorated through the date of Closing.

10. **Conditions to Closing.** In addition to all other conditions set forth in this Agreement, Purchaser's obligation to close the transactions contemplated herein is conditioned on the satisfaction, or Purchaser's waiver, of the following:

(a) The title company selected by Purchaser shall agree to furnish and deliver to Purchaser an Owner's Policy of Title Insurance (the "**Policy**"), which Policy shall include any extended coverage and/or endorsements requested by Purchaser, as of the Closing, insuring fee simple title to the Land and Improvements in Purchaser, in a face amount equal to the Purchase Price, and containing no exceptions other than those acceptable to Purchaser.

(b) Seller's representations and warranties set forth in this Contract shall be true and correct as of the Effective Date and the Closing Date.

(c) Seller performing, satisfying and complying with all covenants, agreements and conditions required of Seller in this Contract prior to Closing.

(d) There shall be no material adverse change in the condition of the Property between the expiration of the Inspection Period and the Closing Date.

(e) No violation of any application law or other agreement exists that would enjoin the sale of the Property to the Purchaser as provided in this Contract.

(f) The Purchaser remains authorized to close on the transaction contemplated herein by the City Council for the City of Columbia.

(g) All leases of the Property shall be terminated prior to the Closing Date and there shall be no tenants or other parties in possession of the Property on the Closing Date.

(h) All personal property of Seller and of any tenants of the Property shall be removed from the Property prior to the Closing Date and the Property shall be “broom clean” with no debris or personal property remaining.

If any of the forgoing conditions to Closing are not satisfied or waived by Purchaser prior to the Closing Date, then Purchaser, at its option, may terminate this Agreement in whole or in part and the Earnest Money (or the applicable portion thereof) shall be promptly returned to Purchaser.

11. Delivery of Deed and Application of Earnest Money.

(a) At Closing, Seller shall deliver to the Purchaser or Closing Attorney (as hereinafter defined) the following with respect to the Property, all in form reasonably satisfactory to Purchaser and Seller:

(i) A limited warranty deed (“Deed”), executed and acknowledged by the applicable Seller as of the Closing date;

(ii) If requested by Purchaser, a quit-claim deed containing a legal description based on the new survey;

(iii) A certificate and affidavit of non-foreign status, executed by Seller as of the Closing date;

(iv) Appropriate resolutions, articles, bylaws and other evidence required by the Purchaser’s title company (“Title Company”) and Purchaser to evidence the Seller’s authority to execute and deliver the deed;

(v) A Certificate of Trust in a recordable form;

(vi) An executed closing statement in a form reasonably acceptable to Seller and Purchaser;

(vii) An owner’s affidavit and a gap indemnity reasonably satisfactory to Title Company and Purchaser;

(viii) 1099-S;

(ix) South Carolina tax withholding affidavit;

(x) South Carolina tax compliance letter, dated no more than thirty (30) days prior to Closing or transferor affidavit;

(xi) Such affidavits or letters of indemnity as the title insurance company which is to insure the title to the Property shall reasonably require in order to issue, without

extra charge, policies of title insurance free of any exceptions for (a) unfiled mechanics', materialmen's or similar liens; (b) to delete any standard title exceptions relating to matters created by Seller between the date of the last title update and the date of Closing; and (c) to delete any standard title exceptions relating to matters not disclosed by the applicable land title records for the Property or the Survey that are known to the Seller and/or that could be learned from inquiry of Seller;

(xii) A certificate stating that all representations and warranties are true, complete and correct as of the Closing Date;

(xiii) Keys to all exterior doors and access codes for any security systems on the Property;

(xiv) Evidence of termination and disconnection of all utilities serving the Property, including water, electricity, gas, and internet/cable services;

(xv) Evidence of the termination of all leases of the Property shall be delivered to Purchaser: and

(xvi) All other documents reasonably necessary to effectuate the transaction under the terms of this Contract

(b) At the Closing, Purchaser shall deliver to Seller or the Closing Attorney, as applicable, the following with respect to the Property:

(i) Purchaser shall have deposited in escrow with the Closing Attorney the Purchase Price by wire transfer (plus or minus the net adjustments computed hereunder).

(ii) An executed closing statement in a form reasonably acceptable to Seller and Purchaser; and

(iii) All other documents reasonably necessary to effectuate the transaction under the terms of this Contract.

(c) Upon receipt of the Purchase Price at the time of Closing and at such time as Purchaser's attorney (the "**Closing Attorney**") is in a position to disburse the same in accordance with the signed closing statement, the Closing Attorney shall be authorized to cause the final title update to be conducted and the Deed and any mortgage recorded, after which all disbursements provided for on the closing statement, including the net proceeds payable to the Seller, shall be made immediately. The Earnest Money shall be delivered to the Seller and applied against the Purchase Price.

12. **Possession.** Seller shall deliver possession of the Property to Purchaser at Closing, broom clean, with all personal property removed and free of all occupants. Seller shall be responsible for termination of all utilities as of the Closing date.

13. **Brokerage.** Seller and Purchaser represent and warrant each to the other that they have not dealt with any brokers in connection with this transaction. To the extent permitted by law, either party guilty of a breach of this representation and warranty shall indemnify the other party for any claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees for commissions resulting from or arising out of such party's actions in violation of this representation and warranty. These warranties shall survive the Closing.

14. **Notices.** All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Contract, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; or (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (iii) delivered in person to the address set forth below for the Party to whom the notice was given; or (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express or UPS, addressed to such party at the address specified below; or (v) sent by facsimile or email, provided that receipt for such facsimile or email is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this Contract, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Purchaser:

City of Columbia
1737 Main Street
Columbia, SC 29201
Attention: Missy Gentry
Email: Missy.Gentry@ColumbiaSC.gov

With copy to:

Judith L. McInnis and Robin C. Stanton, Esquire
Burr & Forman LLP
1221 Main Street, 18th Floor
Columbia, SC 29201
Phone: (803)799-9800
Email: jmcinnis@burr.com and
rstanton@burr.com

If to Seller:

Grier Family Revocable Living Trust
Attn: Reverend W. F. Grier, co-Trustee

Phone: _____
Email: _____

With copy to:

Margaret A. Collins, Esquire
 Palmetto State Law Group
 2241 Bush River Road
 Columbia, South Carolina 29210
 Phone: 803-708-7442
 Email: meg@pslawsc.com

15. **Governing Law.** This Contract shall be governed, interpreted and construed under the laws of the State of South Carolina.

16. **Assignment.** If either party assigns its rights hereunder, it will nevertheless remain primarily liable for the performance of its obligations hereunder.

17. **Time of the Essence.** Time is of the essence in the performance of the terms and conditions of this Contract.

18. **Risk of Loss.** Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof.

19. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both the Purchaser and the Seller. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates set forth below.

IN THE PRESENCE OF:

PURCHASER

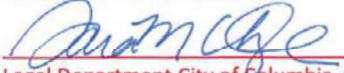
THE CITY OF COLUMBIA, SOUTH CAROLINA

Witness #1

By: _____

Teresa B. Wilson
City Manager

APPROVED AS TO FORM


Legal Department City of Columbia, SC
8/17/2022

Witness #2

Date signed by Purchaser: _____, 2022

SELLER

GRIER FAMILY REVOCABLE LIVING TRUST
DATED THE 4TH DAY OF MARCH 2019



REV. W.J. GRIER, CO-TRUSTEE



EFFIE F. GRIER AS CO-TRUSTEE

Witness #1

Witness #2

Date signed by Seller: _____, 2022

EXHIBIT "A"**LEGAL DESCRIPTION**

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on Columbia College Drive, in the City of Columbia, County of Richland, State of South Carolina, the same being shown as Lots Twenty-Four (24), Twenty-Five (25) and portions of Lots Twenty-Six (26) and Twenty-Three (23) on a map of College View by Clodfelder and Schisler, Engineers, dated August and September, 1927, and recorded in the Office of the Clerk of Court for Richland County in Plat Book "P" at Page 24. Reference to said plat is made for a more complete and accurate description hereof; all measurements being a little more or less.

RESOLUTION NO.: R-2022-076

*Authorizing the City Manager and Fire Chief to execute an Automatic Aid Agreement
for Fire Service Response between the
County of Lexington, County of Richland, and City of Columbia*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2022, that the City Manager and the Fire Chief are authorized to execute the attached Automatic Aid Agreement for Fire Service Response, or on a form approved by the City Attorney between the County of Lexington, County of Richland, and City of Columbia.

Requested by:

Fire Chief _____

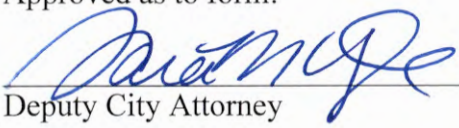
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF LEXINGTON;	)	AUTOMATIC AID AGREEMENT
COUNTY OF RICHLAND; and	)	– FIRE SERVICE RESPONSE –
CITY OF COLUMBIA.	)	
_____	)	

This Automatic Aid Agreement for Fire Service Response (“Agreement”) is made and entered into as of the date of the last party’s signature to this Agreement, by and between the City of Columbia, the County of Richland, and the County of Lexington (hereinafter, collectively referred to as, “Participants”), to provide for automatic assistance for emergency fire response services, subject to the following provisions set forth in this Agreement:

WITNESSETH

WHEREAS, the South Carolina Constitution, Article VII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, section 25-1-450 of the South Carolina Code of Laws tasks counties and municipal governments with organizing, planning, and otherwise preparing for the prompt, effective use of available resources to support emergency operations within their respective jurisdictions; and

WHEREAS, it is the desire of the County of Lexington, the County of Richland, and the City of Columbia to improve the nature and coordination of emergency fire response services in responding to incidents that threaten safety, lives, or property within the geographic boundaries of their respective fire protection districts; and

WHEREAS, the City of Columbia’s Fire Department serves as the fire authority, as defined in section 6-11-1410 of the South Carolina Code of Laws, for the automatic aid area within the

County of Richland identified in blue on the map attached hereto as **Exhibit A** (“Richland County Automatic Aid Area”).

Whereas, the County of Lexington’s Fire Department serves as the fire authority, as defined in section 6-11-1410 of the South Carolina Code of Laws, for the automatic aid area within the County of Lexington identified in red on the map attached hereto as **Exhibit A** (“Lexington County Automatic Aid Area”).

WHEREAS, Participants desire to provide prompt and effective emergency fire response services in their respective fire protection districts at the most economical cost, including the geographic areas identified in red and blue on **Exhibit A** (collectively, the “Automatic Aid Area”); and

WHEREAS, it is further the determination of each of the Participants hereto that the decision to enter into this Agreement constitutes a fundamental governmental policy of the Participants hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the provision of governmental services and the utilization of existing resources of each of the Participants hereto, including the use of equipment and personnel; and

WHEREAS, the County of Lexington has agreed to provide Automatic Aid for emergency fire response services to the Richland County Automatic Aid Area, as set forth in **Exhibit A**; and

WHEREAS, the City of Columbia and County of Richland have agreed to provide Automatic Aid for emergency fire response services to the Lexington County Automatic Aid Area, as set forth in **Exhibit A**; and

WHEREAS, it is the desire of the Participants to enter into this Agreement for the provision of automatic assistance for emergency fire response services within the Automatic Aid Area.

NOW, THEREFORE, IT IS AGREED:

1. TERM OF AGREEMENT: This Agreement shall become effective the date of the last party's signature hereto and shall continue until September 30, 2027. Thereafter, this Agreement shall be reviewed and renewed by the parties, with appropriate signatures and authorization, every five years or in such other intervals as deemed necessary. Failure to renew this Agreement on or by September 30, 2027, shall result in the termination of this Agreement.

2. City of Columbia / County of Richland Response: The City of Columbia's Fire Department, as the fire authority for the Richland County Automatic Aid Area, agrees to respond with the County of Lexington's Fire Service on initial response to incidents in the Lexington County Automatic Aid Area that are within the standard scope of emergency responder services traditionally provided by fire department personnel. Such incidents shall include:

- a. Fire of any type, including but not limited to:
 - i. Residential and commercial structure fires;
 - ii. Vehicle fires; and
 - iii. Wildland fires.
- b. Rescue calls, including but not limited to:
 - i. motor vehicle collisions
 - ii. technical rescue (including motor vehicle collisions with entrapment and water rescue)
- c. Natural Disasters that pose a significant threat to the life or safety of the public, including but not limited to tornados, hurricanes, wildfires, floods, earthquakes, and thunder, lightning, and/or severe winter storms involving a sudden and significant

amount of precipitation (including rain, snow, sleet, or ice accumulation), blocked roads, disruptions of communications systems, or widespread power outages.

3. County of Lexington Response: The County of Lexington's Fire Service, as the fire authority for the Lexington County Automatic Aid Area, agrees to respond with the City of Columbia's Fire Department on initial response to incidents in the Richland County Automatic Aid Area that are within the standard scope of emergency responder services traditionally provided by fire department personnel. Such incidents shall include:

- a. Fire of any type, including but not limited to:
 - i. Residential and commercial structure fires;
 - ii. Vehicle fires; and
 - iii. Wildland fires.
- b. Rescue calls, including but not limited to:
 - i. motor vehicle collisions
 - ii. technical rescue (including motor vehicle collisions with entrapment and water rescue)
- c. Natural Disasters that pose a significant threat to the life or safety of the public, including but not limited to tornados, hurricanes, wildfires, floods, earthquakes, and thunder, lightning, and/or severe winter storms involving a sudden and significant amount of precipitation (including rain, snow, sleet, or ice accumulation), blocked roads, disruptions of communications systems, or widespread power outages.

4. Subject to Availability: The provision of and/or dispatching of fire department personnel and/or units under this Agreement is subject to the availability of such fire department personnel and/or units for dispatch. In an effort to minimize response time in the Automatic Aid

Area that is subject to this Agreement, each Participant agrees that the closest available, most appropriate fire department personnel and/or unit(s) will respond to incidents in the Automatic Aid Area that subject to this Agreement, regardless of the responding fire authority's regular jurisdictional boundaries.

5. Reciprocity: The Participants agree and understand that automatic aid under this Agreement is reciprocal, but that due to the unpredictable nature of emergency responder services traditionally provided by fire department personnel, the Participants may not all receive the same exact amount or kind of assistance as they give. Automatic aid under this Agreement requires all Participants to provide some assistance outside their respective jurisdictional boundaries in the Automatic Aid Area to enhance the level of emergency responder services traditionally provided by fire department personnel within the Automatic Aid Area.

6. Control at Scene:

- i. The City of Columbia's Fire Department shall have incident command on all incidents within the scope of this Agreement that are within the jurisdictional boundaries of its fire protection district, as shown in blue on **Exhibit A**.
- ii. Lexington County Fire Service shall have incident command on all incidents within the scope of this Agreement that are within the jurisdictional boundaries of its fire protection district, as shown in red on **Exhibit A**.

7. Radio Requirements: The City of Columbia's Fire Department and the County of Lexington's Fire Service shall equip their responding fire apparatus and other related vehicles with two-way radios capable of transmitting and receiving on the Lexington County fire dispatch,

Columbia/Richland County dispatch, and fire ground frequencies. The responding fire apparatus and other responding vehicles shall be equipped with the minimum equipment as outlined in the ISO Fire Suppression Rating Schedule.

8. Equipment: Upon arrival at the scene of an incident subject to this Agreement by the first initial response unit, the officer in charge shall determine whether additional fire department units or equipment is needed and make such request as the officer in charge deems necessary or may elect to send responding units or equipment back to their respective stations. Each Participant shall retain ownership of any equipment or property it brings to the performance of this Agreement.

9. Simultaneous Calls: In the event of simultaneous calls for services traditionally provided by fire department personnel in the Automatic Aid Area, the Participants understand and agree that each fire authority will give priority to controlling the emergency conditions within their respective fire protection districts.

10. Personnel: All personnel (whether serving on a career or volunteer basis) responding to incidents under this Agreement that are outside of their fire authority's respective fire protection district shall remain the personnel of the fire authority that agreed to dispatch such personnel to an incident that is outside of the fire authority's fire protection district, but within the Automatic Aid Area. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Nothing in this Agreement shall be construed or interpreted to imply that the personnel a fire authority responding in accordance with this Agreement are the personnel of any other fire authority.

11. Compensation: This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights, if any, of personnel responding to any incident under

this Agreement. Except as otherwise agreed in writing, each party shall bear its own costs and expenses in complying with this Agreement.

12. Insurance: Each Participant shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by the individual parties. Each Participant shall maintain sufficient liability insurance so as to provide the minimum amount of liability insurance coverage under the South Carolina Tort Claims Act.

13. Incidents Outside Automatic Aid Area: Calls for response to incidents that are within a Participant's fire protection district but outside of the Automatic Aid Area shall be considered requests for mutual aid, where such written agreement exists. Requests for and responses to requests for mutual aid are not covered by the terms of this Agreement.

14. Records: The Participants agree to maintain and provide the fire authority having jurisdiction over any incident subject to this Agreement with those records pertaining to such incident or incidents in the format as outlined by the Insurance Service Office's "Grading Schedule for Municipal Fire Protection."

15. Requests for Information Pursuant to the S.C. Freedom of Information Act: Upon receipt, each party to this Agreement shall respond to requests for information pursuant to the S.C. Freedom of Information Act.

16. No Indemnification or Third-Party Right: To the extent provided by law, the parties shall be solely responsible for the acts and/or omissions of their respective personnel, and for any claims, lawsuits, and payment of damages that arise from the acts and/or omissions of such personnel. No right of indemnification is created by this Agreement and the Participants expressly

disclaim such. No provision of this Agreement shall be deemed to give rise to or vest any rights or obligations in favor of any party or entity that is not a party to this Agreement.

17. Approval of Governing Body (where required by law): Each party to this Agreement shall be responsible for obtaining approval from their respective governing body as may be required under South Carolina law.

18. Complete Agreement: The terms set forth herein are the complete agreement of the parties. No oral representations are included, unless specifically set forth herein. Any modifications to the Agreement must be in writing and signed by the parties.

19. Binding Successors in Office: All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this Agreement, without necessitating execution of any amendment.

20. Early Termination & Notice: Any party to this Agreement may terminate this Agreement by providing at least sixty (60) days' written notice of the party's intent to terminate this Agreement to each of the other parties. Such notice shall be provided to:

- a. As to the County of Lexington:

Mr. Lynn Sturkie, County Administrator
Lexington County
212 South Lake Drive, Ste. 602
Lexington, SC 29072

and

Mr. Mark Davis, Fire Chief
Lexington County Fire Services
436 Ball Park Road
Lexington, SC 29072

- b. As to the City of Columbia:

Ms. Teresa Wilson, City Manager
City of Columbia

1737 Main Street
Columbia, SC 29201

and

Mr. Aubrey D. Jenkins, Fire Chief
1800 Laurel Street
Columbia, SC 29201

c. As to the County of Richland:

Mr. Leonardo Brown, County Administrator
Richland County
2020 Hampton Street, Ste. 4069
Columbia, SC 29204

21. Execution: This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose; signatures transmitted by facsimile or scanned and transmitted via e-mail shall have the legal effect of original signatures.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date or dates so indicated herein below:

[Remainder of page is blank. Signature pages follow.]

COUNTY OF LEXINGTON:

By: _____
(Signature)

Date: _____

Printed Name: Lynn Sturkie

Its: County Administrator

(Title)

By: _____
(Signature)

Date: _____

Printed Name: Mark Davis

Its: Fire Chief

(Title)

APPROVED AS TO FORM:
Office of the Lexington County Attorney

By: _____
(Signature)

Date: _____

Printed Name: _____

CITY OF COLUMBIA:

By: _____

(Signature)

Date: _____

Printed Name: Teresa Wilson

Its: City Manager

(Title)

By: _____

(Signature)

Date: _____

Printed Name: Aubrey D. Jenkins

Its: Fire Chief

(Title)

APPROVED AS TO FORM:

Office of the City Attorney

By: _____

(Signature)

#21011460

Date: August 22, 2022

Printed Name: Jacqueline M. Pavlicek

COUNTY OF RICHLAND:

By: _____
(Signature)

Date: _____

Printed Name: Leonardo Brown

Its: County Administrator

(Title)

APPROVED AS TO FORM:
Office of the Richland County Attorney

By: _____
(Signature)

Date: _____

Printed Name: _____

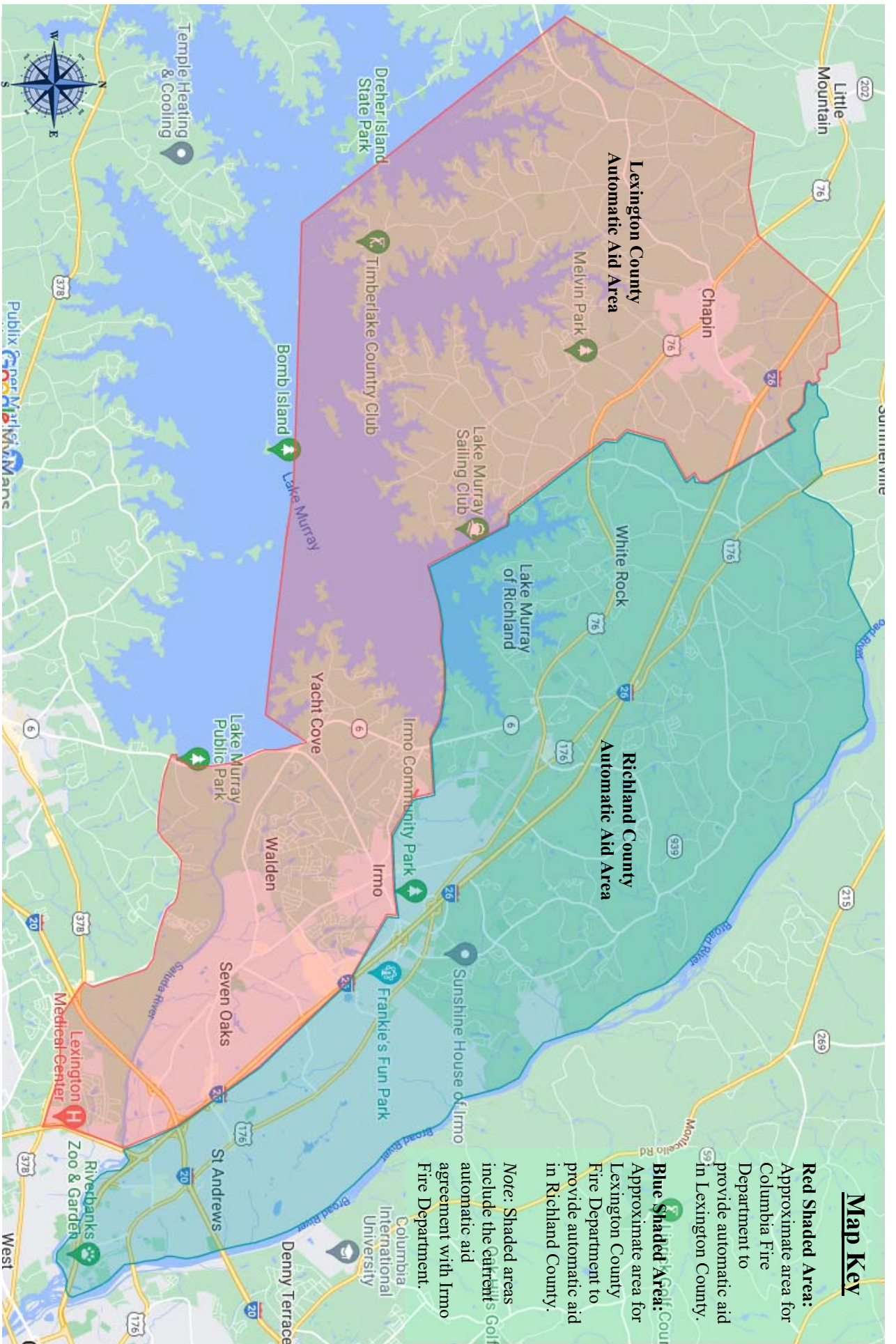


EXHIBIT A: Map of Approximate Areas of Automatic Aid

RESOLUTION NO.: R-2022-080

*Approval for Release of Agreement Regarding Two Lots at 1796 Shady Lane; Richland County
TMS#16606-03-09; CF#250-528*

WHEREAS, the City of Columbia entered into an agreement with the initial buyer of the subject property, Herbert W. Hamilton, on July 8, 1988 and recorded on July 30, 1990 in the office of the Register of Deeds for Richland County in Deed Book D990 at Page 764 to establish conditions regarding the joint use of the property for residential use and for construction and maintenance of a sewage lift station; and

WHEREAS, the City of Columbia is the current owner of the subject property, acquired by deed from Susan Rawls Edwards now known as Susan Rawls Strom, dated June 3, 2021 and recorded on June 11, 2021 in Record Bk. R2628 at Page 2229; and

WHEREAS, the subject property has been subdivided into two lots as depicted on a plat dated March 24, 2021 and recorded on August 4, 2022 in Record Bk. R2768 at Page 1074; also being on file in the office of the Department of Engineering under CF#250-528. A copy of said plat being attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the subdivision of the parcel into two lots (0.33 acre residential lot known as 1796 Shady Lane and 0.11 acre utility lot with sewage lift station) means that the parcel no longer has a shared use and this agreement is no longer necessary; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2022, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, the City Manager is hereby authorized to execute a release of agreement instrument on behalf of the City of Columbia that remises, releases and discharges the herein-referenced agreement with all other rights of the City of Columbia to remain in full force and effect.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

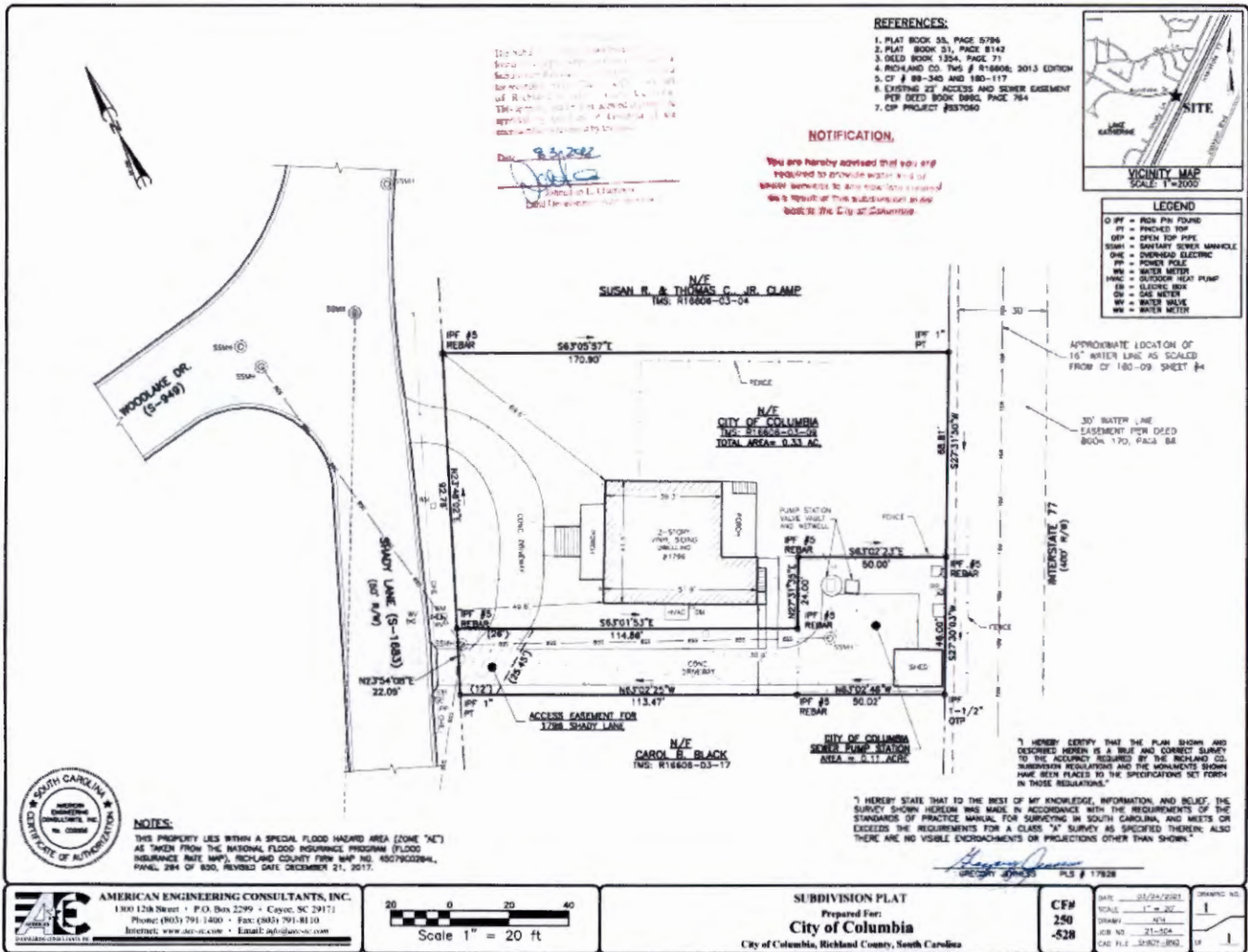
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"



RESOLUTION NO.: R-2022-059

Authorizing consumption of beer, wine and liquor at JerryFest at the Five Points Fountain on Sunday, October 2, 2022 with a rain contingency date of Sunday October 9, 2022

WHEREAS, the Five Points Association (hereinafter "Sponsor" or "Organizer") is sponsoring JerryFest on Sunday, October 2, 2022 from 2:00 p.m. until 10:00 p.m. on Saluda Avenue in front of Starbucks at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street; and

WHEREAS, the Sponsor has requested permission for the temporary closing and use of Saluda Avenue in front of Starbucks at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street from 10:00 a.m. until midnight for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Sunday, October 2, 2022 with a rain contingency date of Sunday, October 9, 2022, between 2:00 p.m. and 10:00 p.m.; and for patrons to consume beer, wine and liquor beverages at the event during the hours of 2:00 p.m. and 9:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Saluda Avenue in front of Starbucks at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street on Sunday, October 2, 2022 and the rain contingency date of Sunday, October 9, 2022 from 10:00 a.m. until midnight regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space at Saluda Avenue in front of Starbucks at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

LEGAL DEPARTMENT DRAFT

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council and without the proper permits or licenses, if required, issued by the SCDOR for the possession and/or consumption of such alcoholic beverages.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 10:00 a.m. and midnight.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of liquor, beer and wine beverages in plastic containers or cans only is authorized between the hours of 2:00 p.m. and 9:30 p.m. on Sunday, October 2, 2022 with a rain contingency date of Sunday, October 9, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and

debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of liquor, beer and wine beverages, unless the appropriate permits or licenses, if required are issued by SCDOR and all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets with the exception of dogs including cats, horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event's dates and times from 2:00 p.m. until 10:00 p.m. on Sunday, October 2, 2022 with a rain contingency date of Sunday, October 9, 2022, Saluda Avenue in front of Starbucks at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street; serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of Saluda Avenue in front of Starbucks at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which liquor, beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of liquor, beer or wine within the designated event area. Possession and consumption of liquor, beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather Sunday, October 2, 2022, Saluda Avenue in front of Starbucks at 747 Saluda Avenue, half of the 2000 block of Greene Street, the

fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street shall be closed and the event shall occur on its alternate date of Sunday, October 9, 2022. The hours of operation for the event, restriction on carrying firearms, requirements for adherence to COVID-19 safety protocols, service of liquor, beer and wine at the event, and closing of public streets, sidewalks, or other public property for set up, clean up, and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

July 1, 2022

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Katy Renfroe
Five Points Association
katy@fivepointscolumbia.com
803.748.7373/o
803.553.8256/c

29.b

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

JerryFest

DATE(S) OF EVENTS: (multiple day can be on one request)

Sunday, October 2, 2022

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Sunday, October 9, 2022

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Saluda Avenue in front of Starbucks at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street.

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

Saluda Avenue in front of Starbucks at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street.

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

10am-12am

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

2pm-10pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event

(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

2pm-9:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasec.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.***ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

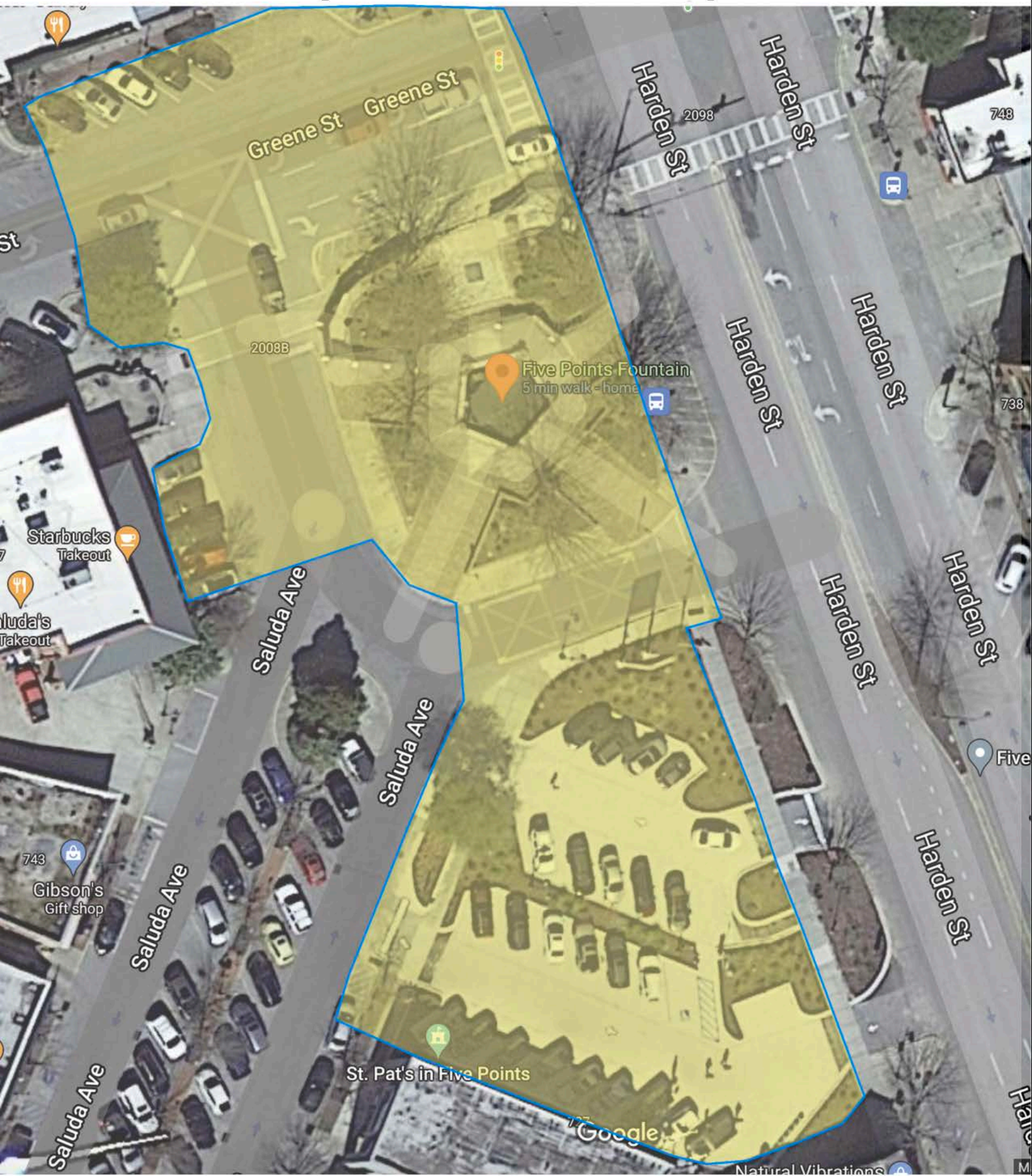
Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasec.govLegal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasec.gov or fax 803-737-4250 - resolution preparationParking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasec.gov - meter baggingParks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasec.gov park reservationsPolice Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasec.gov - parade permit, policePolice Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasec.gov - street closing

Last revised: 3/3/2021

Packet Pg. 464

JerryFest Festival Footprint

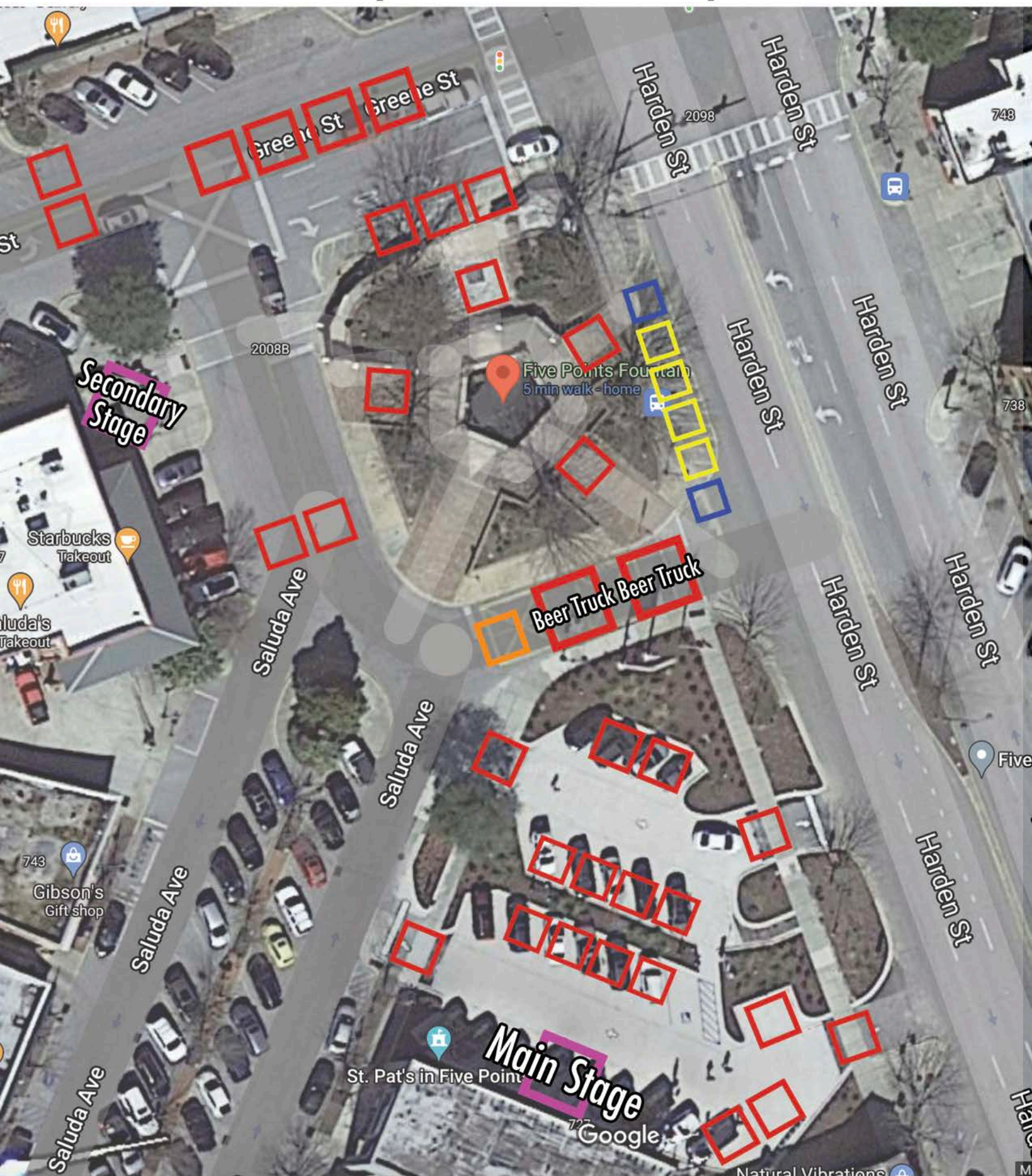
29.c



Shaded Area Denotes Festival Footprint

JerryFest Festival Map

29.d



RESOLUTION NO.: R-2022-068

Authorizing consumption of beer, wine and liquor at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, October 8, 2022 with a rain contingency date of Saturday, October 15, 2022

WHEREAS, the Animal Mission, ("Sponsor") is sponsoring the Palmetto Peanut Boil on Saturday, October 8, 2022 in the 2900 block of Devine Street between Sims Avenue and Holly Street with a rain contingency date of Saturday, October 15, 2022 from noon to 7:00 p.m.; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the 2900 block of Devine Street between Sims Avenue and Holly Street from 8:00 a.m. until 7:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, October 8, 2022 from noon until 7:00 p.m.; for patrons to consume beer, wine and liquor beverages at the event during the hours of noon until 6:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 2900 block of Devine Street between Sims Avenue and Holly Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, October 8, 2022 from noon until 7:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 2900 block of Devine Street between Sims Avenue and Holly Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

LEGAL DEPARTMENT DRAFT

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council and without the proper permits or licenses, if required, issued by the SCDOR for the possession and/or consumption of such alcoholic beverages.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 8:00 a.m. until 7:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of alcohol, beer and wine beverages only in plastic containers or cans only is authorized between the hours of noon and 6:30 p.m. on Saturday, October 8, 2022 with a contingency date of Saturday, October 15, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer, wine and liquor beverages unless the appropriate permits or licenses, if required are issued by SCDOR and all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 2900 block of Devine Street between Sims Avenue and Holly Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages is deemed to be the site of a public festival at which beer, wine and liquor beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of alcohol, beer and/or wine beverages. Possession and consumption of alcohol, beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of at least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

LEGAL DEPARTMENT DRAFT

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	7/21/22	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Jen Coody The Animal Mission (803) 479-2096 jen@animalmission.org	30.b
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	2,000			
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)		Palmetto Peanut Boil - charity fundraiser		
DATE(S) OF EVENTS: (multiple day can be on one request)		Saturday October 8, 2022		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)		Saturday October 15, 2022		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	2900 block of Devine Street, from Sims Avenue to Holly Street			
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	2900 block of Devine Street, from Sims Avenue to Holly Street			
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	8am to 7pm			
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	noon to 7pm			
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	noon to 6:30pm			

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights., Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

RESOLUTION NO.: R-2022-081

Authorizing consumption of beer and wine only at Jubilee: Festival of Black History & Culture within the 1800, 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street on Saturday, September 17, 2022

WHEREAS, Historic Columbia Foundation ("Sponsor") is sponsoring the Jubilee: Festival of Black History and Culture on Saturday, September 17, 2022 from 11:00 a.m. until 6:00 p.m.; and,

WHEREAS, sponsor has requested permission for the temporary closing and use of the 1800, 1900 and 2000 blocks of Marion between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street for the Jubilee: Festival of Black History & Culture from 6:00 a.m. until midnight for preparation and staging of the area for an outdoor event to be held between 11:00 a.m. until 6:00 p.m., and for patrons to consume beer and wine beverages only on Saturday, September 17, 2022 from 11:00 a.m. until 5:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1800, 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street for the Jubilee: Festival of Black History & Culture, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, September 17, 2022 from 11:00 a.m. until 6:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1800, 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require its agents, employees, vendors, contractors, and event attendees to adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face coverings, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without

maintaining a distance of at least six (6) feet from other people. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

11. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

12. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours 6:00 a.m. until midnight.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Saturday, September 17, 2022, from 11:00 a.m. until 5:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1800, 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street for the Jubilee: Festival of Black History & Culture that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1800, 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street for the Jubilee: Festival of Black History & Culture, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic

beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

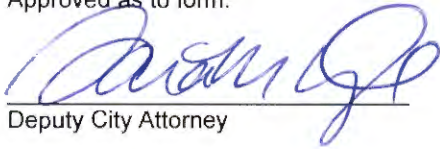
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

9/1/22

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Nathan Brown
nbrown@historiccolumbia.org

31.b

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Jubilee

DATE(S) OF EVENTS: (multiple day can be on one request)

9/17/22

RAIN CONTINGENCY DATE: (Rescheduling due to
inclement weather is allowed once within one week from
the date of the originally scheduled event upon 24-hours
written notice to the City, without a new request. The time
of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)1800 through 2000 blocks of Marion Street Between Richland Street and Elmwood Avenue and the 1400 block of Richland
between Marion Street and Bull Street.STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)1800 through 2000 blocks of Marion Street Between Richland Street and Elmwood Avenue and the 1400 block of Richland
between Marion Street and Bull Street.HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

6am to 12am

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

11am to 6am

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

11am to 6am

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of

Packet Pg. 474

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**



COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES TUESDAY, AUGUST 16, 2022

The Columbia Public Safety Committee met on Tuesday, August 16, 2022 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, SC. Chairman Duvall called the meeting to order at 10:04 a.m.

Attendee Name	Title	Status
Howard E. Duvall	Chair	Present
Tina N. Herbert	District I	Present
Joe E. Taylor	District IV	Present

COMMITTEE DISCUSSION

Ms. Teresa Knox, Esq., City Attorney introduced James Knox as a new assistant city attorney.

1. Proposed Lost/Stolen Firearm Reporting Ordinance

Councilor Duvall said the proposed lost/stolen firearms reporting ordinance has been introduced by Councilmember Bussells who is in attendance as a member of the public. We have two suggestions: one is a criminal penalty and the other is a civil penalty.

Teresa Knox, Esq., City Attorney explained that ordinance 2022-060 includes criminal penalties for failure to report the loss or theft. It goes through a first, second, and third offense with the third offense being \$500 or 30-days, which is our maximum in city court. Ordinance 2022-080 is a civil offense that amends the ordinance passed in 2019. That ordinance required someone that loss a gun to pay \$150 to get the firearm back. It is on the books now, but this changes it to a 24-hour reporting period.

Councilor Duvall said the councilmember who produced this is asking for the criminal penalty to be applied rather than the civil.

Councilor Taylor said I prefer the civil penalty versus the criminal. It is a fundamental issue that doesn't have anything to do with guns. I have a problem with being criminalized for someone stealing from me.

Councilor Herbert said I have concerns about the criminal penalty. Who determines when, if and how or whether you're telling the truth about when you discovered that your gun was stolen or loss. I see a lot of issues with having to clarify or defend if I discovered it or not. I would be the attorney saying that I just discovered it.



COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES TUESDAY, AUGUST 16, 2022

W. H. “Skip” Holbrook, Chief of Police said there is a burden of proof that would be required on the criminal side. You raised some very good points that would come to bear if somebody wanted to challenge a citation. On the civil side, you are holding the owner responsible. You should have responsibility to know where your firearm is at all times and that it is secured properly.

Councilor Herbert said I don’t check my gun box daily. A part of it is really understanding the responsibility of having the gun in the house or any other place.

Councilor Duvall noted that the ordinance says when the loss is discovered.

Councilor Herbert said that is where the gray area lies and that is why the criminal penalty may be a little harsh to me. I may agree with Mr. Taylor on this and lean more towards the civil penalty as opposed to the criminal.

Teresa Knox, Esq., City Attorney said there is a \$150 fee to get the gun back under the civil penalty.

Councilor Taylor said I am good with adding the ordinance with a \$500 fine if you don’t report it. I have a problem with making it a crime if I don’t tell the police that somebody committed a crime against me.

Councilor Duvall asked if it would go to the court. That might be too much for the first offense. The other ordinance has a first, second, and third offense.

Councilor Herbert agreed with Mr. Taylor. How many times will a person have their gun stolen? I don’t think we need a step up. Your gun should not continuously be lost and/or stolen.

Councilor Duvall asked the city attorney to add a penalty clause for \$500 and leave the \$150 to get the weapon back.

Teresa Knox, Esq., City Attorney asked if it will be \$650 to get the weapon back.

Councilor Herbert asked how often people come to buy back their lost or stolen gun. Is that an effective deterrent?



We Are Columbia

**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, AUGUST 16, 2022**

W. H. “Skip” Holbrook, Chief of Police said very seldom. I would not call it a deterrent. We recover around 800 guns a year and a quarter or more are reported stolen. When we seize a gun, we trace back the origins to see where it was purchased. We visit the owner and ask about the location of their gun. A lot of people have their guns stolen but they can’t tell you the make or model. They also fear getting into trouble for not securing their gun. We have a disproportionate number of guns stolen from cars. An ordinance such as this would encourage reporting. We want to know that it occurred so we can enter the facts into a national database. This is a compliance tool.

Councilor Duvall said if a citizen has a gun stolen out of an automobile and reports it within 24-hours, there would not be a penalty.

W. H. “Skip” Holbrook, Chief of Police said that’s correct. We want reporting.

Councilor Taylor said if someone has their gun stolen out of a car and they don’t realize it was stolen for a week and then report it within 24 hours, there’s no penalty.

W. H. “Skip” Holbrook, Chief of Police said right.

Councilor Taylor said I don’t like criminalizing the failure to report other people’s criminal activity. I support \$500. Max the fine out and keep it civil.

Teresa Knox, Esq., City Attorney asked if you want to do civil penalties in stages like the criminal ordinance. Once you get two that you didn’t report, the third time is criminal.

Councilor Taylor said I can’t support that.

Councilor Herbert said we have to try it out. We may be creating laws that aren’t used. I am okay with \$500 because we want to send a message. How do we notify every gun owner of the change in law so that they are aware of it?

W. H. “Skip” Holbrook, Chief of Police said we would not notify gun owners; we would notify citizens of the new ordinance that requires reporting when guns are lost or stolen.

Councilor Herbert said we need to take into account a three to six-month hold while we educate the public.



COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES TUESDAY, AUGUST 16, 2022

Councilor Bussells said the suggestion was to have an incremental fine. The first time there is a lot of ambiguity. By the third time, there has to be some responsibility. If you are in an accident, you may be the victim, but there are laws that require you to report what happened. Can we do a hybrid of civil penalty and the third offense being a criminal offense? You're not being criminalized for not reporting. You are being criminalized for the two civil infractions you have made.

Councilor Herbert said you would be punished for a pattern of not reporting. Who happens to lose or have their gun stolen at least two or three times in a lifetime?

W. H. "Skip" Holbrook, Chief of Police said that would be rare. If someone has their gun stolen three times, they are not reporting that. A third offense would be an extreme outlier. This will strongly encourage our citizens to promptly report a lost or stolen gun.

Councilor Herbert asked for an example of firearm owners securing their firearm for temporary safekeeping.

W. H. "Skip" Holbrook, Chief of Police said the existing ordinance charges an owner \$125 to retrieve a gun that was found but not reported stolen. If someone voluntarily stores their firearm with the police department, there would not be a fee to retrieve the firearm.

There was consensus of the committee to add a \$500 civil penalty and to leave the \$150 retrieval fee in the ordinance. Dr. Bussells can bring forth any other amendments to Council during first reading consideration on September 6, 2022.

Councilor Taylor commended Dr. Bussells for taking the initiative to come up with this. I believe this will stand constitutionally.

2. "No Concealable Weapons Allowed" Signage

Councilor Duvall said Councilor McDowell wants us to authorize the city of Columbia to print and have available signs that would implement state law on the notification to citizens about carrying concealed weapons in places of business, their homes, or at events. State law is specific. He believes that the city providing the signs and expertise in location of these signs would be helpful in getting more places that do not allow weapons. The problem is there would be significant costs for printing the signs.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, AUGUST 16, 2022**

Teresa Knox, Esq., City Attorney said the 3' x 4' sign is \$113; 8" x 12" is \$7; and decals are \$4.

Councilor Taylor said I don't have a problem with the city providing small signs and a directional installation brochure. I don't know that we need a resolution or an ordinance. If the chief wants this, he can talk to the city manager and we can make it a Police Department program. They can print the smaller signs and have an instructional booklet on where to install them. This can be under the Office of Business Opportunities.

Teresa Wilson, City Manager said I am not sure of the original intent. If the intent is to educate and promote the options regarding state law, our sign shop can potentially do 200 signs. Once they are gone, they are gone. I don't know if there is a targeted area.

Teresa Knox, Esq., City Attorney said he checked with our sign shop and they could not do it.

Councilor Herbert said I thought the signs had to be printed a specific way and citizens might not have the capacity to meet the specific requirements of the signage.

Teresa Wilson, City Manager said we have to put parameters around what we can afford to do.

Councilor Taylor said the committee should ask the city manager and police chief to see how much it would cost to print signs in lots of 25 with an instructional sheet.

Councilor Duvall added that staff should work with Councilman McDowell to see if that is his intent. The resolution can be brought back if we decide to move forward.

Councilor Herbert said I feel uncomfortable with Mr. McDowell not being here to clarify the intent and I would rather defer it.

Councilor Duvall said staff will work with him to ensure that we cover his intent.

Councilor Herbert asked why we don't want to do the resolution.

Councilor Duvall said he can return it if he finds a funding source and if the city manager thinks we can supply the signs.

Teresa Wilson, City Manager said I am sure that the language is fine, but is open-ended. Will we do this forever or is it a campaign that will come to an end? We will work with Mr. McDowell.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, AUGUST 16, 2022**

3. Proliferation of Vape and CBD Stores and Warning Signage

Councilor Duvall said the next item is an ordinance that would prevent CBD and vape shops from proliferating in the city.

Mullen Taylor, Esq., Assistant City Attorney said there are two draft ordinances for this committee's consideration. The first one is new regulations concerning smoke or vape shops. It is a text amendment to the city's zoning ordinance. It requires a recommendation from the Planning Commission and a public hearing. The draft is based on the City of Myrtle Beach's ordinance. There is a litigation in federal court against the City of Myrtle Beach brought by vape shops but the basis for that lawsuit is not distance requirements. The litigation was brought in 2018. At that time, Myrtle Beach had an ordinance that essentially banned vape shops within their entertainment districts and that is what the lawsuit is about. Last I checked, there was not a substantive ruling. Some of the claims will return to state court and some will remain in federal court. I am not aware of any other jurisdiction within South Carolina that has an ordinance like this. The distance requirement [section 3(a)] is 1,500 feet either from a public or private K-12 school, child day care facility, youth center, recreational facility, park, church, or religious institution or community center. Also, [section 3(b)] smoke or vape shops shall not be located within 1,500 feet from another smoke or vape shop. It is up to this body or city council as to whether you want both of those or just one. The distance requirement is at your discretion as well. In our Unified Development Ordinance, bars have a distance of 400 feet and sexually oriented businesses range from 900 feet to 1,200 feet. Myrtle Beach has 1,500 feet.

Councilor Duvall said if you put all of those on a GIS map and did 1,500 feet around them, it will cover the whole city. The listed locations would get us into trouble by eliminating any possibility of any more vape shops.

Mullen Taylor, Esq., Assistant City Attorney said it is up to your discretion to delete that or reduce the distance.

Councilor Duvall asked the committee members for their thoughts on the 1,500 feet or the 400 feet like we do for bars or taking out section 3(a).

Councilor Herbert said I don't feel the need to remove section 3(a). Maybe 1,500 feet would be too much for some.

Mullen Taylor, Esq., Assistant City Attorney said this does not apply to existing vape shops.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, AUGUST 16, 2022**

Councilor Duvall said the existing ones would be grandfathered in until they leave.

Councilor Taylor asked if that would apply if ownership changed.

Mullen Taylor, Esq., Assistant City Attorney said existing shops would not have to comply with the distance requirement.

Councilor Duvall sought consensus on reducing the distance to 400 feet and leaving section 3(a).

Councilor Herbert said we do guns at 1,000 feet. I would prefer that when we are talking about kids and deterring smoking. The state gun law is 1,000 feet.

There was consensus of the committee to set a 1,000 foot distance requirement in sections 3(a) and 3 (b).

Mullen Taylor, Esq., Assistant City Attorney explained that the second draft ordinance deals with businesses that sell hemp derived cannabis products. We are not referring to a controlled substance. It is a disclosure ordinance that requires businesses that sell hemp derived cannabis to post clear and conspicuous signage stating that consumption or use can cause a person to fail a workplace drug screening test. This is for your consideration as well. I would appreciate direction on the size of the signs. This is a starting point.

Councilor Taylor said there have been editorials in the paper on delta 8 products and I have seen signs for delta 9. This is causing real issues in our schools. While delta 8 is considered legal, the verdict is still out on delta 9.

Mullen Taylor, Esq., Assistant City Attorney said delta 9 is typically known as THC. That is what a drug test tests for.

Councilor Taylor said delta eight has THC as well. I have seen reports that say that delta nine is illegal in South Carolina and I see signage on buildings advertising the sale of delta nine. Folks can take these things and assume there are no negative consequences because they are legal and then fail their drug test. I would like to see us mandate in Columbia that if you are going to sell these products, you have to post warning signs prescribed at 50% of the signs advertising the product. It is important for us to make everyone aware of the negative consequences that can occur from the consumption of these things. This applies to anybody that sells delta eight or delta nine. It should be changed to any seller of these products is required to post signage equal to 50% of the size of the signs advertising the product.



We Are Columbia

COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES TUESDAY, AUGUST 16, 2022

Councilor Duvall asked how you measure the signs. Is it just the signs that advertise delta eight or delta nine?

Councilor Taylor said it is any sign that deals with the sale of a cannabis product. If the sign is 3' x 3', it will require an 18" x 18" warning sign. You can go to the Department of Alcohol and Other Drug Abuse Services (DAODAS), Department of Health and Environmental Control (DHEC), or another state agency for a recommendation on the language for the signage. I am concerned about the young people in Columbia. It can be as simple as "consumption of cannabis related products will cause you to fail a drug test."

Councilor Duvall asked if Mr. Taylor is primarily looking for the drug test warning.

Councilor Taylor said I am not looking to replicate the warning sign on cigarettes.

Councilor Duvall asked Mullen to draft the disclosure language and share it with Mr. Taylor.

Mullen Taylor, Esq., Assistant City Attorney said the direction I have is to look to an expert agency for the suggested language that would be the disclosure; delete workplace so that it is a drug screening test; and the signs must be equal to 50% of the sign advertising the product. This is deemed to be commercial speech. There are possible first amendment implications to this ordinance. There may be a need for executive session as this progresses.

Councilor Taylor asked that the changes be brought back to the next committee meeting on September 27, 2022 and the committee will make a recommendation.

Mullen Taylor, Esq., Assistant City Attorney said we have a draft resolution that states that City Council is considering this vape shop ordinance and it goes to the Planning Commission, invokes the pending ordinance doctrine and sends it to the Planning Commission, and sets a public hearing for City Council.

Teresa Wilson, City Manager asked if Mullen is suggesting that they do a resolution first.

Mullen Taylor, Esq., Assistant City Attorney said that is the suggestion in terms of the pending ordinance doctrine.

Councilor Duvall said if it goes to the Planning Commission, we can approve a resolution invoking the pending ordinance doctrine at our next Council meeting.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, AUGUST 16, 2022**

Teresa Knox, Esq., City Attorney said in order to invoke the pending ordinance doctrine, you have to show that there is an intent to eventually pass this ordinance.

Councilor Duvall asked if we will vote at the next meeting for Council to send this to the Planning Commission.

Teresa Knox, Esq., City Attorney said you don't have to vote, but at least have some discussion on the record.

Councilor Taylor said you need to post it on an agenda for discussion.

Teresa Wilson, City Manager said if you all are going to follow that path and not go straight to the Planning Commission, then you need to wait until the first meeting in September and have the suggested resolution on the agenda.

There was a consensus of the committee to consider the resolution on September 6, 2022.

Councilor Duvall said we will continue with our list of referrals on Tuesday, September 27, 2022 to include the nuisance ordinance, noise ordinance, and several other things.

W. H. "Skip" Holbrook, Chief of Police provided a year-to-date summary on crime trends in Columbia. We hold weekly staff meetings to discuss crime trends. We look at part one crime offenses and make operational decisions based on trends. We look for prolific, repeat, and violent offenders. To date, homicides are down 29%, rape is down 32%, robbery is down 12%, burglary is down 19% (down 51% in the last four weeks), and auto break-ins are down 31%. I would be remiss if I did not commend our citizens. We stress the importance of securing your vehicles and our citizens have heeded the message. When people are looking to relocate their family or business, they look at crime. We had seven gun murders to date. Aggravated assaults are up 22%, which is about 30 incidents. It is by the grace of God that we haven't had more fatal shootings. We don't have good cooperation on non-fatal shootings due to retaliation. That is an area of focus for us. ShotSpotter remains to be a technology that we embrace. We had 785 alerts to date. We had three people fatally shot in ShotSpotter zones. We have arrested 12 people and seized 23 guns as a result of an alert. It puts us on the street every time there is reported gunfire. It provides a sense of confidence to our citizens. We are able to collect valuable ballistic evidence from the scene. We are at the top of many categories when it comes to the crime gun intelligence unit.

Councilor Duvall asked if ShotSpotter alerts are up from last year.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, AUGUST 16, 2022**

W. H. “Skip” Holbrook, Chief of Police said that is consistent. We average 23 alerts a week. It was 31 alerts a week. I look for the companion phone call to 911 and that has improved.

Councilor Herbert said I have gotten calls about shots in Northwood Hills but it is not being picked up by ShotSpotter.

W. H. “Skip” Holbrook, Chief of Police said those alerts are outside of our coverage areas and not in the city.

Teresa Wilson, City Manager said an executive decision was made on yesterday and I want Chief to make an announcement to the committee.

W. H. “Skip” Holbrook, Chief of Police said at one of our homeless task force meetings and the 2013 strategic plan talked about a problem business on North Main Street. We started looking at that business again this year due to the volume of calls for service we were responding to and how it was contributing to the problems we were experiencing in and around Transitions with some of our transient population. It is the Mains Best Convenience Store. We put them on notice several months ago that we were potentially pursuing a nuisance declaration based on their business model and the activity that was occurring on and around their business property. We have not seen the improvement that we had hoped for. Last night, after the close of business, we served a nuisance order shutting them down.

Councilor Taylor said thank you. Taking these actions against these businesses that prey on the downtrodden is something we needed to do for a long time. I am proud of you two for taking this effort. It will make that neighborhood a lot safer. It will improve the commerce and the economy and it will improve the quality of life for folks. I fully support what we need to do in those areas.

Councilor Herbert said I agree with you. With the number of calls and complaints about what can be done, I am glad that we were able to make that move.

W. H. “Skip” Holbrook, Chief of Police said it was a team effort. We work very closely with legal and when we presented the case to Ms. Wilson, she didn’t hesitate for a second to tell us to execute on it. We are going to hold our businesses responsible, whether it’s an alcohol establishment or a convenience store. We have some other ones that are on our radar. If they don’t improve, we are going to take the same action.

Councilor Taylor said sending a message to businesses that contribute to delinquency is a good thing for our city. I fully support you.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, AUGUST 16, 2022**

Councilor Herbert asked Chief to explain what that means.

W. H. “Skip” Holbrook, Chief of Police said in April we served a letter putting them on notice. We require them to meet with us so we can lay out specific violations and give them the opportunity to change that. We didn’t see any movement. As we were preparing to serve the letter on the owner/operator, our inspector noticed violations while sitting there. It is a practice of irresponsible management of the business. In the letter, we referenced 197 calls for service at that location. That is an incredible drain of police resources and it is not defensible in any way. One problem we have in the Elmwood corridor is aggressive panhandling in the roadways. A lot of the folks are not panhandling for a meal or shelter; they are panhandling to go to that store to buy alcohol. We watched that pattern frequently and that was one of the things that was discussed at our meeting in April.

Teresa Wilson, City Manager said today’s meeting was good timing. My plan was to share this with all of Council. You all will be talking about the nuisance ordinance in the weeks to come. We are very happy that this committee is in place to support those efforts and give us guidance. As chief mentioned, there is more to come and we will talk about that in executive session.

Councilor Duvall asked if real-time cameras will go online soon.

W. H. “Skip” Holbrook, Chief of Police said yes sir; we were delayed due to shipping issues, chips, and other technical issues. They are currently building the boxes out. We hope to have a kickoff briefing in September and a demonstration shortly after that.

The next Public Safety Committee meeting will be held on Tuesday, September 27, 2022.

ADJOURNMENT

The meeting was closed at 11:14 a.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

Central Midlands Council of Governments

Board Meeting

Thursday, August 25th, 2022

Call to Order

Foster Senn, Chair

35.a

Introduction of Guests

Determination of Quorum

Approve Order and Contents of the Overall Agenda

Invocation

Introduction of New Staff:

Markus Smith - Associate Ombudsman

Ed “Rocky” Simmons - Community/Economic Development Planner

Tammy D. Cunningham - Senior Staff Accountant

Good News from CMCOG,
Around the Region, and Regional Spotlight

*Foster Senn
Benjamin Mauldin
BJ Unthank
West Columbia Economic
Development Director*

Packet Pg. 487

Spotlight: Parks



LOCAL NEWS

Irmo town park renovations are underway

Local leaders say everything should be finished by December 1, 2022.

Author: Rachel Ripp

Published: 9:47 PM EDT August 8, 2022

Updated: 10:07 PM EDT August 8, 2022

IRMO, S.C. — A visit to [Irmo's](#) town park will mean yellow tape and sections under construction.

Local leaders are trimming out the old and hauling in the new. The 20-year-old green space is getting a well-earned makeover.

TOP STORY

Project to More Than Double Size of Downtown Lexington Park Begins



8.25 more acres of recreating space in the heart of Lexington. That's exactly what the town is about to gain, as the project to expand and improve Virginia Hylton Park will start after a groundbreaking ceremony Aug. 23.



Newberry's Israel Brooks Jr Park

Spotlight: Restaurants



Twin City Public House closing in on opening

BY TONYA RODGERS

Twin City Public House, located across from Walmart in Batesburg-Leesville, is completing renovations and gearing up to open soon. Changes have been made throughout the restaurant in what was formerly Wi's Eatery, with the addition of a bar area, larger kitchen area, new floors and seating, and at least 14 TVs.

"We have worked hard getting this building ready and are excited about opening," said Jim Thompson, owner of Twin City Public House. "We are looking

forward to entertaining our customers with delicious food and great entertainment, including bands on various nights to offer a superb dining experience to the people of Batesburg-Leesville."

As is the problem with many employers today, Thompson said the opening hinges on adequate staffing. He said The Public House is accepting applications for kitchen staff and servers on location Tuesday through Thursday from 10 a.m. to 3 p.m., until Aug. 18 and encourages all who are interested to stop by.



Photos by Tonya Rodgers

Renovation work at Twin City Public House includes outdoor seating as well as a new bar area.

Some new flavors are on the way in Cayce.

Mai Poke Bowl, a restaurant that serves customizable and signature bowls with Hawaiian and Polynesian flair, is being prepped at 911 State St. in Cayce. That's the busy Parkland Plaza shopping center, right next to East Bay Deli. The owner the East Bay Deli are opening Mai Poke Bowl.

Mai Poke Bowl co-owner Daniel Jaicks said the restaurant hopes to open in mid-September. He said he is excited about getting the new spot up and running.

Sky Bistro & Lounge celebrates grand opening in downtown Columbia

Alexia Greene Aug 20, 2022 0



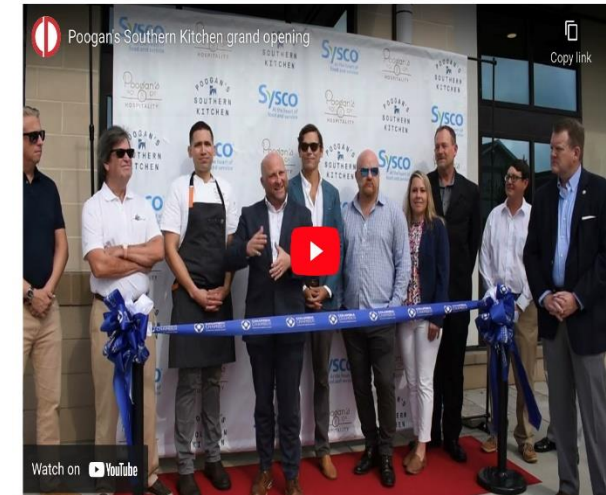
f t in e b

"The sky is not the limit" at a new dining location in downtown Columbia. Sky Bistro & Lounge held its grand opening Friday and celebrated along side members of the community.

The new vibrant food spot will serve up classic American cuisine with southern influences and craft cocktails. Sky Bistro & Lounge started selling food through take-out service in March and now the doors are open to the public as a nightlife destination with food, drinks, hookah and more.

Poogan's Southern Kitchen brings a taste of Charleston to Forest Acres

Alexia Greene Aug 22, 2022 0



Alexia Greene

f t in e b

Forest Acres welcomed Poogan's Southern Kitchen to the area Monday with a ribbon cutting and grand opening ceremony. The Charleston-based restaurant is now open for business with a comfortable and approachable Southern dining experience.



ALL ▾

SEARCH NEWS & MEDIA



OWEN STEEL CO. INVESTING IN RICHLAND COUNTY FACILITY

AUGUST 18, 2022

\$3 million investment in its Richland County plant will create an estimated 22 jobs



FAIRFIELD COUNTY ANNOUNCES NEW ECONOMIC DEVELOPMENT DIRECTOR

JULY 26, 2022

Ann Broadwater hired as Fairfield County's new Economic Development Director



CITY ROOTS EXPANDING OPERATIONS IN RICHLAND COUNTY, SC

JULY 13, 2022

\$4.4 million investment will create 60 new jobs

Spotlight: Economic Development

Midlands Technical College Students Win Gold in National Skills Competition

JUN 28, 2022



Building Construction Technology Team: Alex Britigan, Cameron Drake, Program Director Robbie Sharpe, Taylor Mathias, Nathan Brady, and Arturo Salinas

Students from the Midlands Technical College Building Construction Technology program won a gold medal at the SkillsUSA National Competition this past Friday night (pictures below).

This marks the first time that a South Carolina technical college has won a national title in the building trades. The SkillsUSA Championships are career-based competitions that showcase students who are excelling as they learn.

"I want to commend each of our students and the Building Construction Program Director Robbie Sharpe," said MTC President Ronald Rhames. "We were thrilled to have won the state award earlier this Spring. To have now won a national award is even more impressive, especially considering this is Robbie's first year as program director."

The members of the MTC Building Construction Technology TeamWorks Team for 2022 were Taylor Mathias, Nathan Brady, Arturo Salinas, and Cameron Drake. Behind their gold, was a team from Georgia which took home silver and a team from Wisconsin which took on bronze. Additionally, Alex Britigan earned a bronze medal in the individual carpentry contest.

NEW WOLVES: Newberry College welcomes record-breaking freshman class to campus

Aug 20, 2022 11:07 AM EDT by Alex Tejada



NEWBERRY, SC (WOLO) — After a record breaking freshman class moved onto campus this week, Newberry College prepares for classes to begin on Monday.

"Well, I think college is most importantly a time for students to explore and learn about themselves such as what their strengths and loves are and also to discover their purpose in the world," said David Rachels, Newberry dean of humanities. "I think Newberry College allows students to do that better than any other college I know of."

This semester, 520 new students now call Newberry College home, but the school's president says it not just about enrollment numbers.

"We're not trying to sell you, we're trying to make sure it's a good match," said Maurice Scherrens, Newberry College president.

Scherrens emphasizes the school's small class sizes and opportunities for leadership in both academics and extracurricular activities.

Current students say they are enjoying these aspects of Newberry College.



UofSC welcomes largest, more diverse freshman class

Posted on August 19, 2022; Updated on August 19, 2022
By Jeff Stroudand, stroudand@mailbox.sc.edu, 803-777-3686



The University of South Carolina's Columbia campus this week welcomed its largest, and among its most diverse freshman classes in the school's 221-year history.

According to preliminary figures, 6,596 new freshmen are enrolled for the fall 2022 semester, representing a 6.5 percent increase over last year. Of those, 1,560 — nearly 25 percent — are underrepresented minority students, an increase of 15 percent over last year.

Details about the incoming class were shared by President Michael Amiridis during his report to the school's Board of Trustees on Friday (Aug. 19).

"We are excited to welcome this historic class of students to the University of South Carolina," Amiridis said. "As we maintain our focus on access and affordability for all students, we are proud to attract a student body that increasingly reflects the tremendous talent and diversity South Carolina has to offer."

Additional details about the new class include:

- More South Carolina freshmen are enrolled than ever before. Of the new freshmen, 3,400 are South Carolina residents, an increase of 10 percent from last year. Students also come from each of the state's 46 counties.
- African American freshman enrollment increased about 33 percent from last year, and the number of Hispanic freshmen increased by 8 percent. African

Benedict College first HBCU in SC to offer accredited environmental engineering program

by Brisia Russ | Tuesday, August 23rd 2022



Benedict College is the first historically black college university in South Carolina to offer an accredited environmental engineering program. / Benedict College



COLUMBIA S.C. (WACH) — Benedict College is the first Historically Black College University in South Carolina to offer an accredited environmental engineering program.

The Environmental Engineering Program at Benedict College received its initial accreditation by the Accreditation Board for Engineering and Technology (ABET), the national organization that accredits undergraduate programs in engineering, engineering technology, and computer science.

Accreditation criteria and standards are developed with ABET's member societies with the goal of assuring confidence in STEM education.

Clemson University is the only other institution in South Carolina with an accredited Environmental Engineering program.

Spotlight: Colleges

WELCOME to CMCOG Newest Staff:

Tammy D. Cunningham - Senior Accountant

Ed “Rocky” Simmons - Community and Economic Development Planner

Markus Smith - Associate Ombudsman

Good News from CMCOG and Around the Region

Spotlight: Workforce



- The annual SC Works Midlands job fair is set for Tuesday, September 14, 2022. More than 60 employers will be present representing in-demand jobs in the Midlands area. The event will be 10 am - 1 pm at Dutch Square Center on Bush River Road.
- Updates, including the list of employers attending, can be found at scworksmidlands.org/jobfair
- The SC Works Midlands Job Fair is hosted in collaboration with our partners the SC Dept. of Employment and Workforce, SC Dept. of Social Services, and SC Vocational Rehabilitation.

Spotlight: Ombudsman

- The Long-Term Care Ombudsman Program has created an Abuse, Neglect and Exploitation Test, which will be uploaded on our website next month.
- The 10 question test, is a virtual training opportunity for facility staff. If answered correctly, the participant will receive a 2 hour training certificate from the Ombudsman Program.
- The test requires the participant to review the SC Omnibus Adult Protect Act (SC Code of Laws, Title 43, Chapter 35) in order to complete the test.
- The answers will be reviewed by Anna Harmon, Long-Term Care Ombudsman Program Director.



Spotlight: Planning

- The City of Cayce will be the recipient of this year's SC American Planning Association - Outstanding Planning Project Award for Small Urban Areas. The award is for their Comprehensive Plan which was adopted in December last year.
- CMCOG staff assisted the City with the development of this plan.
- The award will be presented at this year's SC APA fall planning conference which will be held on Hilton Head Island November 9-11.



- Newberry County Council on Aging, recently received the ARCC (Alzheimer's Resource Coordination Center) grant in the amount of \$20,000. This grant will assist two families for the ADC program at NCCOA. This program will provide the family with respite and the client with daily social interaction.

- FCCOA, received the Expanding Nutrition Services Grant, powered by Meals on Wheels America Go Further Fund and Food Lion Feeds, in the amount of \$40,983.00 to continue the weekend meals to 180 seniors.

- Senior Resources

- SRI's pet food program was covered by WLTX:
<https://tinyurl.com/3wzhr6w3>

- Calling all pet-lovers: volunteers and donations needed for Pet Pals Program to serve senior residents.

- The Pet Pals Program is a part of Meals on Wheels. Once a month, volunteers deliver a supply of pet food to help out senior residents.

Spotlight: Aging

ACTION

Consent Agenda Items

1. Approval of the Minutes of the Board Meeting – 23 June 2022 (*Enclosure 1*)
2. *2020-2027 TIP Amendment – White Pond Road/Whiting Way Intersection (*Enclosure 2*)
3. *2020-2027 TIP Amendment – Section 5310 Projects (*Enclosure 3*)
4. *2045 LRTP Amendment – Town of Lexington Projects (*Enclosure 4*)
5. *2020-2027 TIP Amendment – CMRTA Low/No Grant (*Enclosure 5*)
6. *2020-2027 TIP Amendment – CMRTA Section 5339 Funds (*Enclosure 6*)
7. 2045 Rural LRTP Amendment – Drayton Street Bridge Replacement (*Enclosure 7*)

** Denotes item is a Metropolitan Planning Organization (MPO) Urbanized Area Request*

ACTION

Regular Agenda Items

1. Three Rivers Watershed Based Plan (*Enclosure 8*)
2. *2020-2027 TIP Amendment – South Carolina PRT Grants (*Enclosure 9*)
3. *2020-2027 TIP Amendment – Blythewood Road/US 21/Langford Road (*Enclosure 10*)
4. *2020-2027 TIP Amendment – SC6, US 76, and US 176 Corridor (*Enclosure 11*)

** Denotes item is a Metropolitan Planning Organization (MPO) Urbanized Area Request*

ACTION

Three Rivers Watershed Based Plan

(Enclosure 8)

*Guillermo Espinosa,
Principal Environmental Planner*

Three Rivers Watershed-Based Plan Plan Debriefing and Next Steps

CMCOG Board 25/August/2022

Agenda

- Plan Summary
- Financing Options
- Next steps

Overview of Project and Study Area

Watershed Based Plan (EPA Nine Elements Required)

- 2019 RFP – DHEC Drinking Water State Revolving Fund
- Award – March 2020
- Drinking Water and Climate Considerations

Three Rivers Watershed

- Non-TMDL Portions of the Lower Saluda, Broad, and Congaree
- Bacteria Impairment
- Total Maximum Daily Load (TMDL) Expected

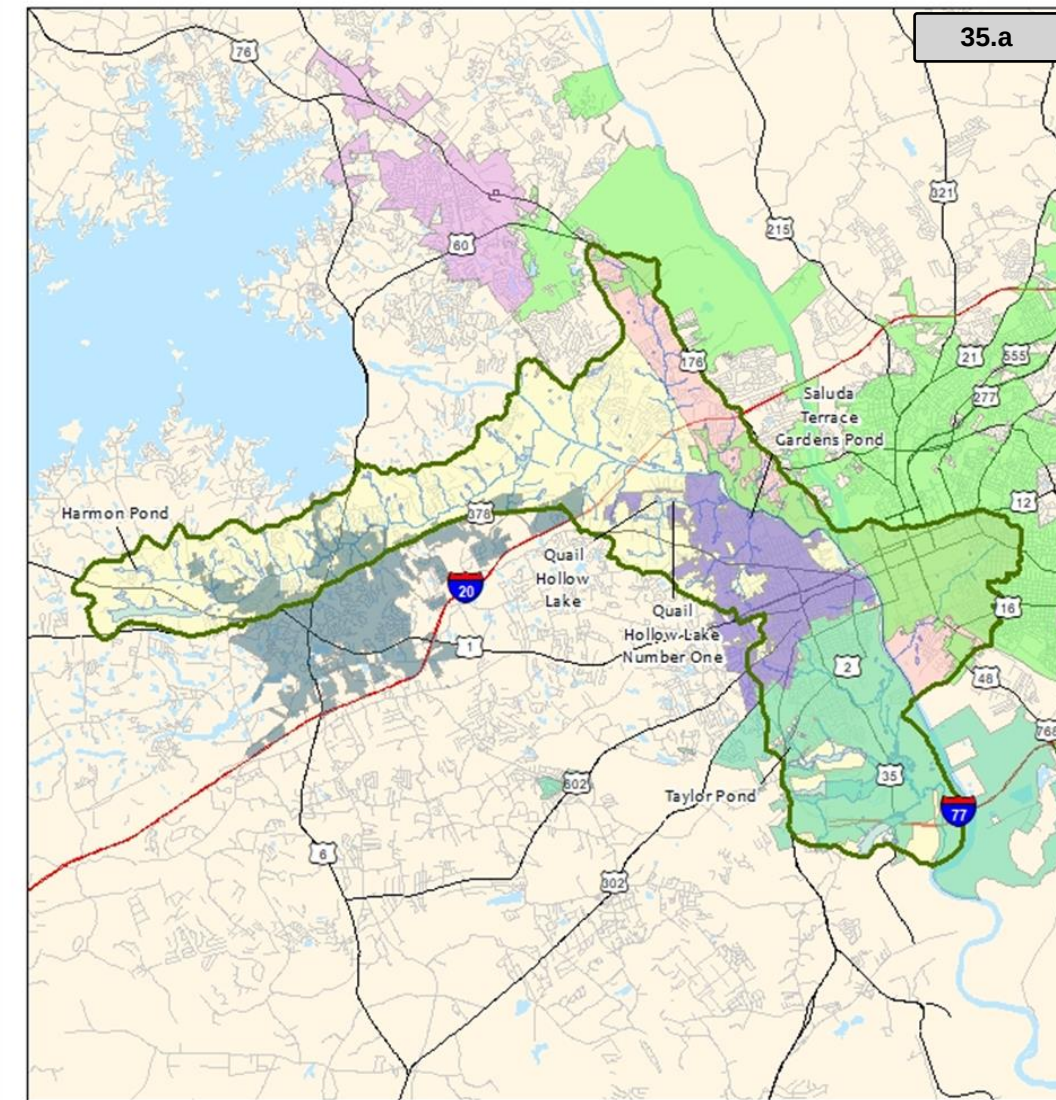
Project Timeline

- March 2020 – August 2022

Project Partners/Project Advisory Committee (PAC)

- MS4s (City of Columbia, Richland County, Lexington County/Stormwater Consortium, Town of Lexington, Irmo, West Columbia, Cayce, SCDOT,)
- Congaree Riverkeeper, Carolinas Integrated Sciences and Assessment (CISA), CMCOG

CMCOG Board 25/August/2022

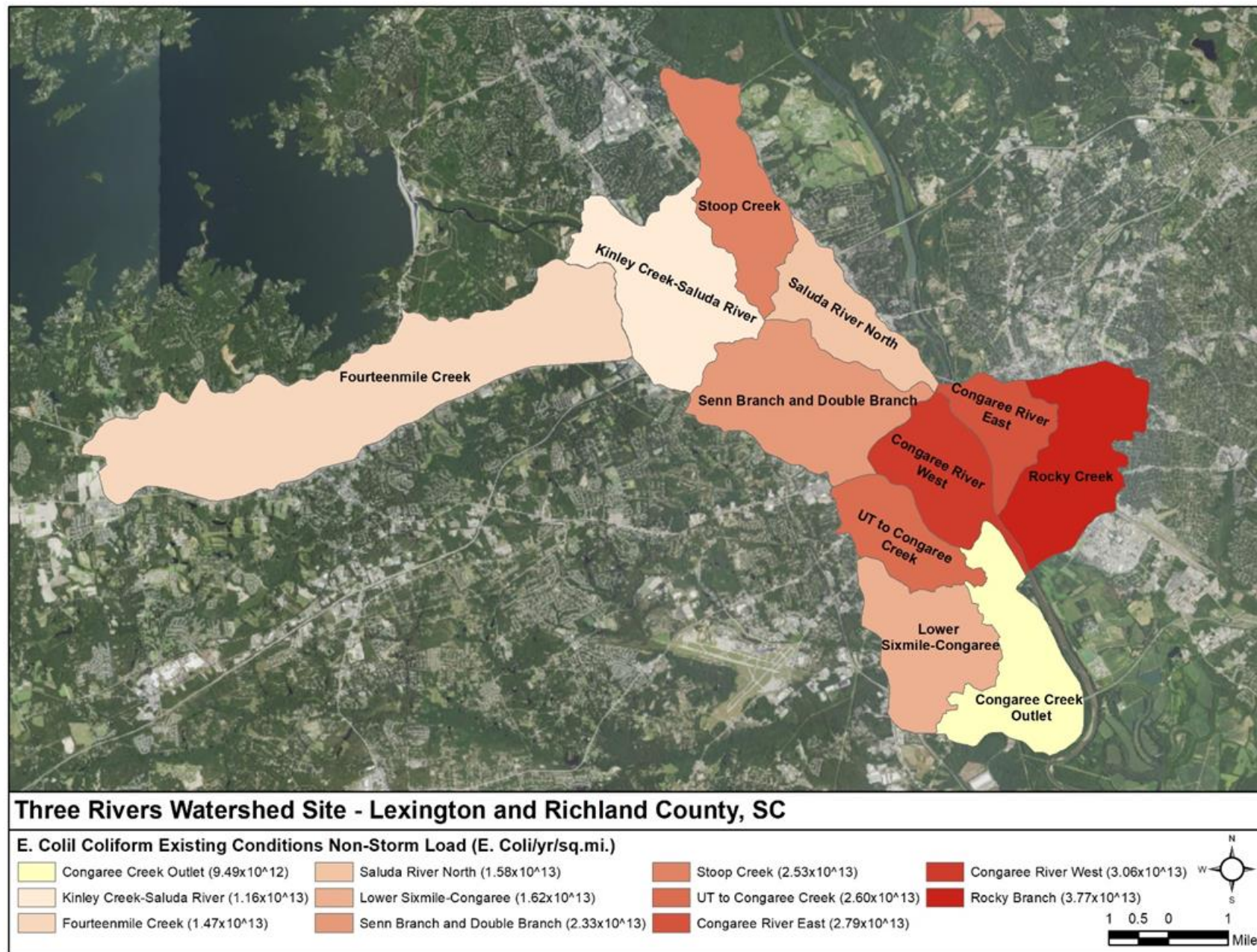


Three Rivers Watershed-Based Plan
Jurisdictional Boundaries

COUNTY	MUNICIPAL AREAS	IRMO	Three Rivers Watershed Boundary
Lexington	CAYCE	TOWN OF LEXINGTON	
Richland	COLUMBIA	WEST COLUMBIA	

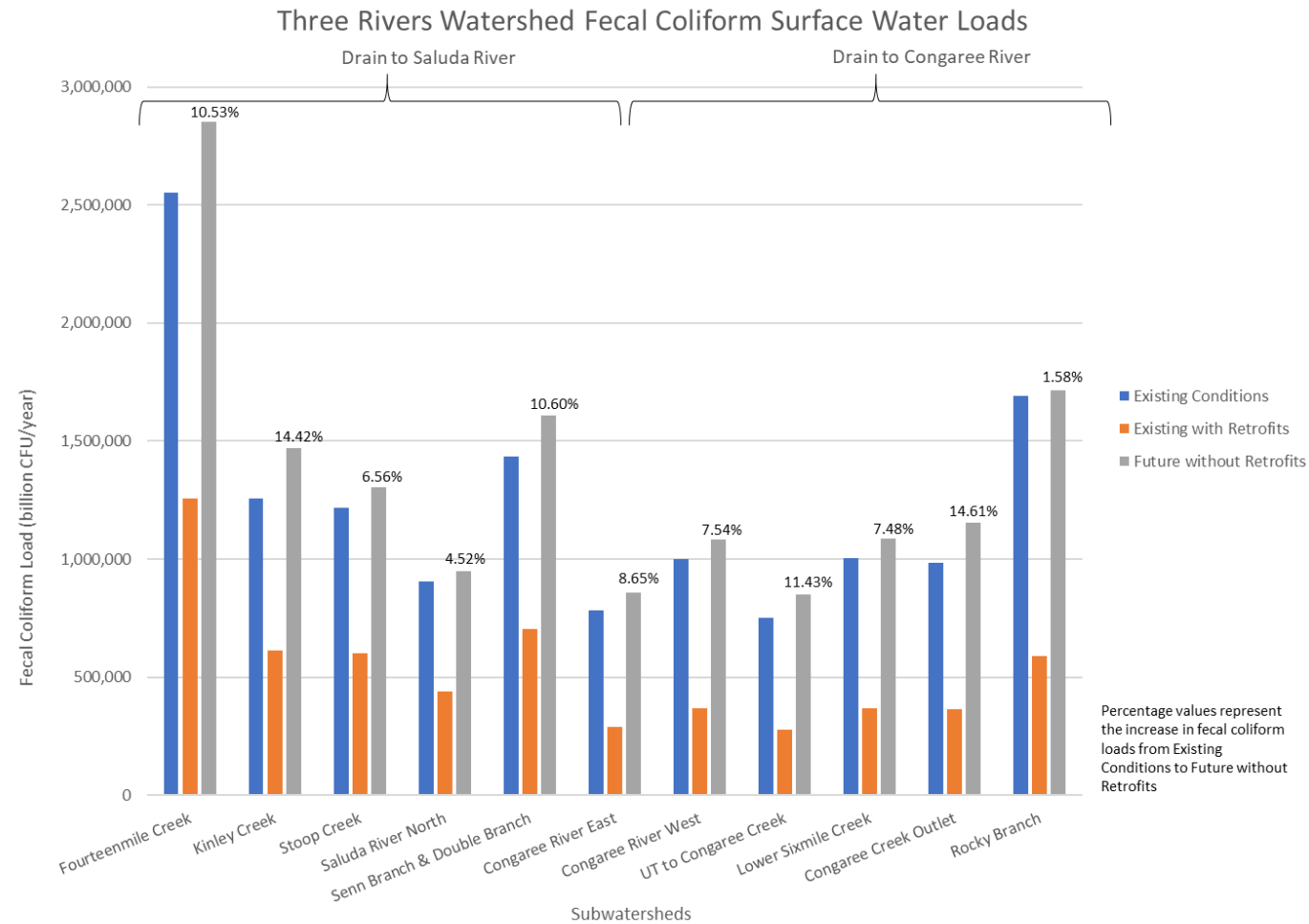
McCORMICK
TAYLOR

N



Three Rivers Watershed-Based Plan

Retrofit and Future Pollutant Loads



Three Rivers Watershed-Based Plan

Relative Retrofit Benefits

Subwatershed	Existing Bacteria Load (billion CFU/year)	Future Practice	Bacteria Load Reduction (billion CFU/year)	Percent Reduction of Existing Load	Proportion of Total Reduction
Congaree River East	785,389	Riparian Buffer Maintenance & Restoration	207,259	26%	42%
		Redevelopment with Improvements	25,993	3%	5%
		Stormwater Retrofits *	236,109	30%	48%
		OSDS Programs	9	0%	0%
		SSO Repair/ Abatement	26,612	3%	5%
Total Reduction:	63%	Pet Waste	793	0%	0%
Six Mile Creek	1,005,026	Riparian Buffer Maintenance and Restoration	268,336	27%	42%
		Redevelopment with Improvements	51,658	5%	8%
		Stormwater Retrofits *	285,605	28%	45%
		OSDS Programs	174	0%	0%
		SSO Repair/ Abatement	29,648	2%	5%
Total Reduction:	63%	Pet Waste	1,728	0%	0%
Rocky Branch	1,689,884	Riparian Buffer Maintenance & Restoration	1,888	0%	0%
		Redevelopment with Improvements	69,008	4%	6%
		Stormwater Retrofits *	946,572	56%	86%
		SSO Repair/ Abatement	66,620	4%	6%
Total Reduction:	65%	Pet Waste	2,047	0%	0%

*Reduction from stormwater retrofits includes reduction due to impervious surface/rooftop disconnection program

Three Rivers Watershed-Based Plan

Retrofits Per Subwatershed

WTM Subwatershed	Subwatershed Area (Acres)	Land Area Required to be Captured by Stormwater Retrofits in Model (Acres)	Percentage of Subwatershed Area Required to be Captured by Stormwater Retrofits in Model (%)	Required Stream Buffer Restoration Area (Acres)	Percentage of Subwatershed Area Redeveloped in Model (%)	Percentage Pollutant Load Reduction Achieved in Model (%)
Fourteenmile Creek	8,921	2,150	24	40	2	51
Kinley Creek	3,919	950	24	19	1	51
Stoop Creek	2,729	825	30	51	4	51
Saluda River North	1,975	450	23	27	5	51
Senn Branch & Double Branch	3,994	850	21	29	3	51
Congaree River East	1,416	750	53	0	7	63
Congaree River West	2,180	875	40	7	5	63
UT to Congaree Creek	1,692	775	46	19	3	63
Lower Sixmile Creek	2,733	1,100	40	18	7	63
Congaree Creek Outlet	2,962	1,200	44	15	3	63
Rocky Branch	2,670	2,400	90	33	10	65

Three Rivers Watershed-Based Plan

Phased Implementation Plan - Potential Funding Sources

Program	Funder/Partner	Program Goals or Outcomes	Recent Application Window
Nonpoint Source Implementation Program (Section 319)	SCDHEC/EPA	Assistance in implementing projects for urban and agricultural runoff, land conservation for water quality benefits, natural channel design, and streambank stabilization.	Feb-Mar 2022
Resilient Communities Program	NFWF	Enhance community capacity to plan and implement resiliency projects and improve the protections afforded by natural ecosystems by investing in green infrastructure and other measures.	2021
Southeast Aquatics Fund	NFWF	Projects will be considered that support improved soil health practices and carbon benefits on agricultural lands that advance watershed health to benefit freshwater aquatic species populations within the Neuse-Pamlico, Cape Fear and Pee Dee River Basins	Jun-Jul 2022
Building Resilient Infrastructure and Communities	FEMA	Provides proactive investment in community resilience through innovative approaches to partnerships such as shared funding mechanisms and/or project design.	Sept 2021 – Jan 2022
Five Star & Urban Waters Restoration Program	NFWF	Design and planning services for habitat, water quality, and social media campaigns.	Dec 2021 – Jan 2022
Environmental Justice Grants	USEPA	Supports and empowers communities working on solutions to local environmental and public health issues.	Apr – Jun 2022
Hazard Mitigation Grant Program	FEMA	Increase understanding and proactive action to help communities reduce losses from natural hazards.	Sept 2021 – Jan 2022
Healthy Watersheds Consortium	EPA, NRCS, US Endowment	Assist municipalities in efforts to protect freshwater ecosystems and watersheds through the stewardship of existing landscape; includes implementation of large-scale watershed protection or green infrastructure.	2019
SC Rural Infrastructure Authority (RIA) Grants	SC RIA	Assist municipalities in keeping up with repairs or upgrades to aging or overburdened infrastructure.	Jun – Sept 2022
State Revolving Fund (SRF)	SCDHEC	Provide low-interest rate loans for sanitary sewer repairs and stormwater quality improvement projects	Ongoing

Three Rivers Watershed-Based Plan

Phased Implementation Plan - Recommendations per Subwatershed

Subwatershed	Area Treated* by BMPs (acres)	Bioretention (2.5 ac)	Filters (5 ac)	Constructed Wetland (35 ac)	Wet Pond (10 ac)	Infiltration Practice (2 ac)
Fourteenmile Creek	2,150 total (430 each)	172	86	12	43	215
Kinley Creek	950 total (190 each)	76	38	5	19	95
Stoop Creek	825 (165 each)	66	33	5	17	83
Saluda River North	450 total (90 each)	36	18	3	9	45
Senn Branch & Double Branch	850 total (170 each)	68	34	5	17	85
Congaree River East	750 total (150 each)	60	30	4	15	75
Congaree River West	875 total (175 each)	70	35	5	18	88
UT to Congaree Creek	775 total (155 each)	62	31	4	16	78
Lower Sixmile Creek	1,100 total (220 each)	88	44	6	22	110
Congaree Creek Outlet	1,200 total (240 each)	96	48	7	24	120
Rocky Branch	2,400 total (480 each)	192	96	14	48	240
Total Number of BMPs		986	493	70	248	1,234

*"Total" refers to entire treatment requirement for watershed; "each" is the total amount divided evenly among the five BMP types

Three Rivers Watershed-Based Plan

Phased Implementation Plan - Schedule

Year	Task Description
1	Identify priority site(s)I apply for and obtain funding
2	Design Retrofit(s) and obtain necessary permits
3	Construct Retrofit(s)

Subwatershed	Total Area Treated by BMPs (acres)	BMP Phased 4-year Goal (acres)	Total Riparian Restoration Required (acres)	Buffer Phased 4-year Goal (acres)
Fourteenmile Creek	2,150	307	40	6
Kinley Creek	950	136	19	3
Stoop Creek	825	118	51	7
Saluda River North	450	64	27	4
Senn Branch & Double Branch	850	121	29	4
Congaree River East	750	107	-	-
Congaree River West	875	125	7	1
UT to Congaree Creek	775	111	19	3
Lower Sixmile Creek	1,100	157	18	3
Congaree Creek Outlet	1,200	171	15	2
Rocky Branch	2,400	343	33	5
Total	12,325	1,761	258	37

CMCOG Board 25/August/2022

Closing Remarks

1. Regional collaboration
2. Contact us for more information and/or follow up on project management

Guillermo Espinosa
CMCOG
gespinosa@centralmidlands.org

Gregory Sprouse
CMCOG
gsprouse@centralmidlands.org

Thank you!

ACTION

2020-2027 TIP Amendment – South Carolina PRT Grants

(Enclosure 9)

*Reginald Simmons,
Deputy Executive Director / Director - Transportation*

2020 – 2027 TIP AMENDMENT SCPRT PROJECTS

By

Reginald Simmons

CMCOG Board of Directors

August 25, 2022

SCPRT PROJECTS

- Staff requests approval to amend the 2020 – 2027 TIP to add South Carolina Parks, Recreation, and Tourism Recreational Trail Program Projects.

SCPRT PROJECTS

The Recreational Trail Program is a federal-aid assistance program designed to help states provide and maintain recreational trails for both motorized and non-motorized recreational trail use.

SCPRT administers this program under the approval of the FHWA.

This year they have awarded 11 projects out of a pool of 35 applicants.

Two of the awarded projects are in the COATS MPO planning area.

SCPRT PROJECTS

- Those projects include:
 - Saluda River Pedestrian Bridge Project, City of West Columbia
 - Project Total: \$7,490,000 Grant Total: \$100,000
 - The Saluda River & Riverwalk Access Improvements, City of Columbia
 - Project Total: \$125,000 Grant Total: \$100,000

SCPRT PROJECTS

- Since the RTP program is a federal-aid program, these are now federally funded projects that are required to be included in our Transportation Improvement Program.
- Questions.

ACTION

2020-2027 TIP Amendment – Blythewood Road/US 21/Langford Road

(Enclosure 10)

*Reginald Simmons,
Deputy Executive Director / Director - Transportation*

2020 – 2027 TIP AMENDMENT BLYTHEWOOD ROAD TO US 21 TO LANGFORD ROAD

By

Reginald Simmons

CMCOG Board of Directors

August 25, 2022

BLYTHEWOOD ROAD

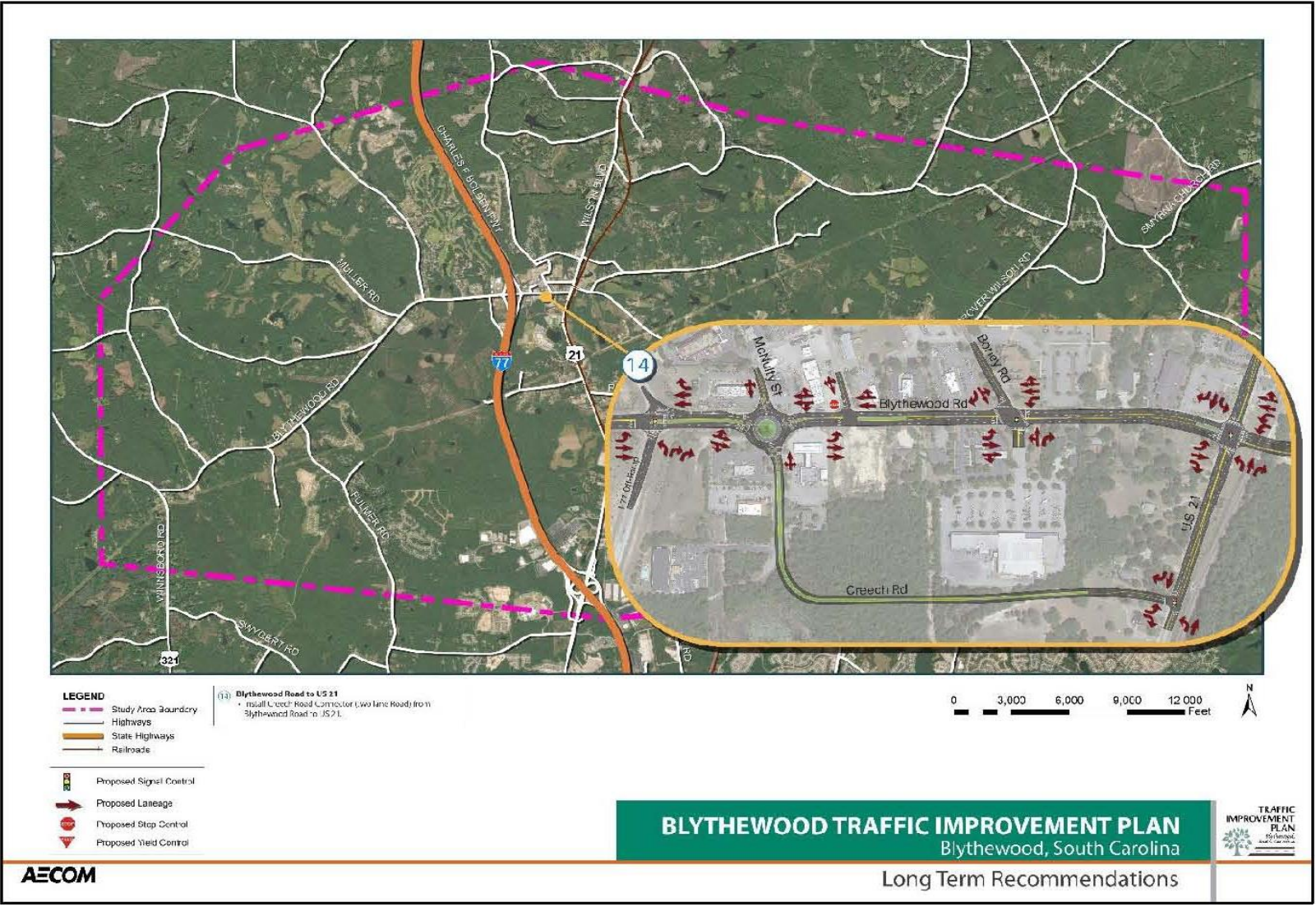
- Staff requests approval to amend the 2020 – 2027 TIP to add \$300,000 to conduct a feasibility study for the Blythewood Road to US 21 to Langford Road Improvement Project.

BLYTHEWOOD ROAD

- In 2019, CMCOG partnered with the Town of Blythewood to conduct the Blythewood Traffic Improvement Area Plan.
- As part of this plan a proposed improvement was recommended to extend Blythewood Road across US 21 and the railroad tracks to connect with Langford Road.
- The study estimated to cost of this improvement to be approximately \$26 million.
- The town has recently requested more information about this project to consider it for funding in the future.



Blythewood Traffic Improvement Area Plan



BLYTHEWOOD TRAFFIC IMPROVEMENT PLAN
Blythewood, South Carolina



Long Term Recommendations



Figure 6.5 Blythewood Road to US 21 Improvement Project Recommendation Map

BLYTHEWOOD ROAD

- These corridors includes the following:
 - Hotels
 - Restaurants
 - Offset intersection with Langford Road
 - Access to schools
 - Medical Facilities
 - Access to the interstate
 - Churches
 - Different roadway grade level that the railroad track
 - Access to Doko Manor and Town Hall
 - Traffic Counts

	2021	2020	2019
	18,100	18,500	19,400



BLYTHEWOOD ROAD

- Staff is recommending to assessed this project through the SCDOT Feasibility Process.
- This a data driven process that will provide a technical assessment and identify any potential red flags.
- This is one of the first evaluation tools that SCDOT uses as part project development.
- SCDOT will form a project development team to review to conduct the review.

BLYTHEWOOD ROAD

- SCDOT Program Manager
- Design Lead
- District Engineering
- Environmental
- Right-of-Way
- Traffic Engineering Design and Safety
- Utility Coordinator
- Feasibility Report Manager
- Maintenance
- Construction
- Transit, Multimodal, and Freight Planners
- Regional Planner
- Stakeholders – City, County, etc.
- Project Sponsor
- Pavement Design
- FHWA

BLYTHEWOOD ROAD

- The technical analysis will define:
 - Project Scope
 - Goals and Objectives
 - Purpose and Need
 - Potential Environmental, Cultural, and Social Impacts
 - Estimated Cost
 - Project Schedule
 - Benefit/Cost Analysis
 - Risk Analysis



BLYTHEWOOD ROAD

- This project would be shown as a planning phase only in the 2020 – 2027 TIP.
- Once the study is completed there will be review and further discussions based on the feasibility report.
- Please note that this planning phase does not provide any obligation to fully build or develop this project.
- Questions

ACTION

2020-2027 TIP Amendment – SC6, US 76, and US 176 Corridor

(Enclosure 11)

*Reginald Simmons,
Deputy Executive Director / Director - Transportation*

2020 – 2027 TIP AMENDMENT SC 6, US 76, & US 176 CORRIDORS

By

Reginald Simmons

CMCOG Board of Directors

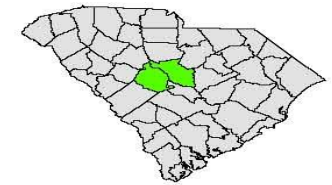
August 25, 2022

SC 6, US 76, US 176 CORRIDORS

- Staff requests approval to amend the 2020 – 2027 TIP to add \$500,000 to conduct a feasibility study for the SC 6, US 76, and US 176 Corridors.

SC 6, US 76, US 176 CORRIDORS

- As part of the 2045 LRTP, segments of SC 6, US 76, & US 176 were identified for improvement.
- Growing interest to improve the connection between the Towns of Chapin and Irmo along these corridors continues to be discussed.
- The segments identified include:
 - Broad River Rd (US 76/176) – from Dutch Fork Rd (US 76) to Woodrow Street
 - Broad River Rd (US 76/176) – from Woodrow Street to I-26 Interchange
 - Chapin Rd (US 76) – from Murray Lindler Road to Sid Bickley Road
 - Chapin Rd/Dutch Fork Road – from Sid Bickley Road to Three Dog Road
 - Dutch Fork Road – from Three Dog Road to Twin Gates Road
 - SC 6 from Bush River Road to US 76



Legend

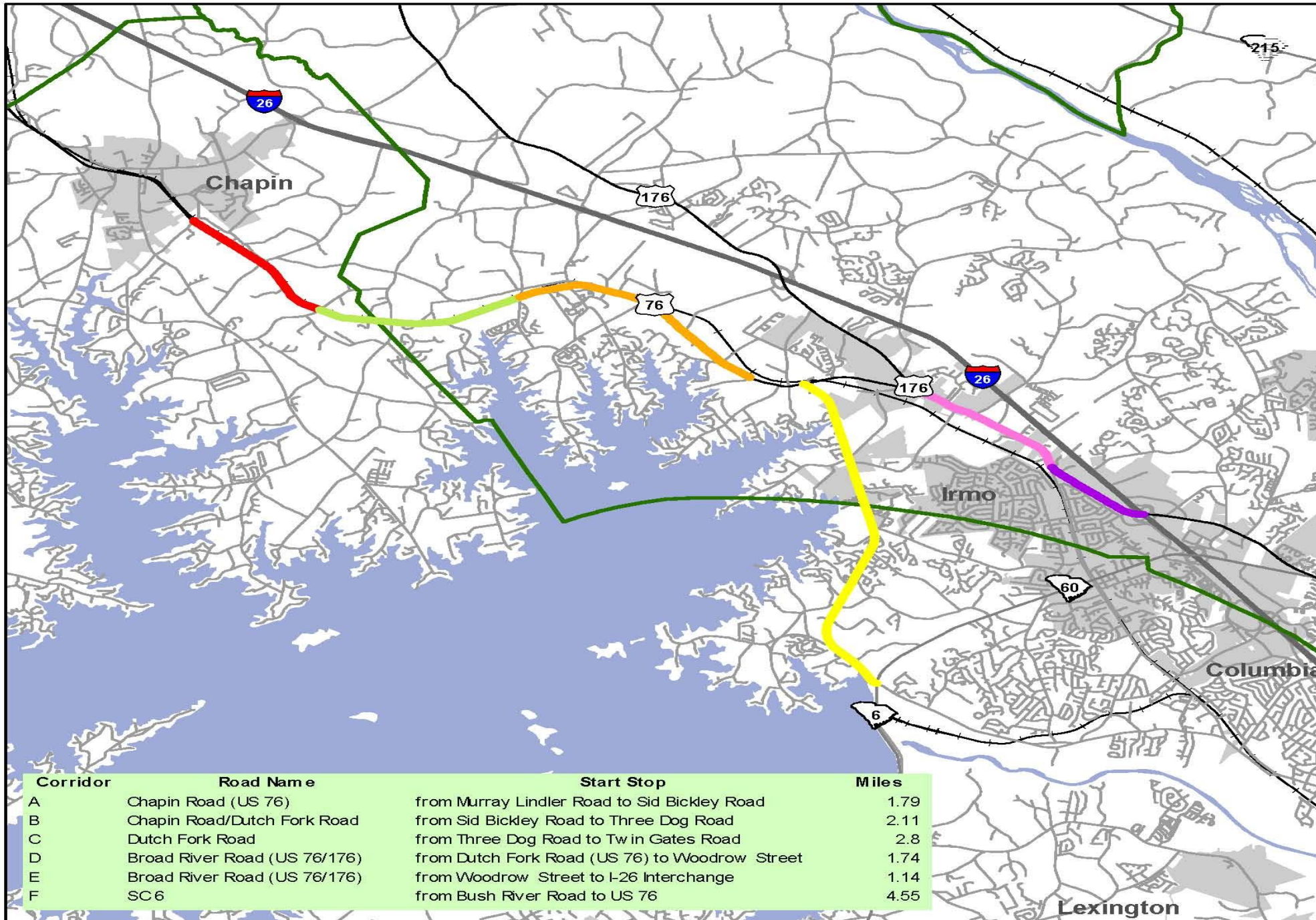
Corridor

Miles

- A - 1.79
- B - 2.11
- C - 2.8
- D - 1.74
- E - 1.14
- F - 4.55

- Municipal Boundaries
- Interstates
- US Highways
- SC Highways
- Local Roads
- Railroad
- Water
- County Boundary

Central Midlands Council of Government disclaims responsibility for damage or liability associated with the use of this information. All reasonable efforts have been made to ensure accuracy.



Corridor	Road Name	Start Stop	Miles
A	Chapin Road (US 76)	from Murray Lindler Road to Sid Bickley Road	1.79
B	Chapin Road/Dutch Fork Road	from Sid Bickley Road to Three Dog Road	2.11
C	Dutch Fork Road	from Three Dog Road to Tw in Gates Road	2.8
D	Broad River Road (US 76/176)	from Dutch Fork Road (US 76) to Woodrow Street	1.74
E	Broad River Road (US 76/176)	from Woodrow Street to I-26 Interchange	1.14
F	SC 6	from Bush River Road to US 76	4.55

SC 6, US 76, US 176 CORRIDORS

- These corridor includes the following:

- Residential Facilities
- Commercial Facilities
- Several Large Churches
- Major traffic generator = Walmart
- Access to an elementary, middle, and high school
- Connecting streets to more residential units
- Large Assisted Living Facility
- Railroad tract parallels the route

• Traffic Counts US 76/176	2021	2020	2019
	18,880	17,580	19,400
• Traffic Counts SC 6	2021	2020	2019
	14,200	13,400	13,500

SC 6, US 76, US 176 CORRIDORS

- Staff is recommending to assessed this project through the SCDOT Feasibility Process.
- This a data driven process that will provide a technical assessment and identify any potential red flags.
- This is one of the first evaluation tools that SCDOT uses as part project development.
- SCDOT will form a project development team to review to conduct the review.



SC 6, US 76, US 176 CORRIDORS

- SCDOT Program Manager
- Design Lead
- District Engineering
- Environmental
- Right-of-Way
- Traffic Engineering Design and Safety
- Utility Coordinator
- Feasibility Report Manager
- Maintenance
- Construction
- Transit, Multimodal, and Freight Planners
- Regional Planner
- Stakeholders – City, County, etc.
- Project Sponsor
- Pavement Design
- FHWA

SC 6, US 76, US 176 CORRIDORS

- The technical analysis will define:
 - Project Scope
 - Goals and Objectives
 - Purpose and Need
 - Potential Environmental, Cultural, and Social Impacts
 - Estimated Cost
 - Project Schedule
 - Benefit/Cost Analysis
 - Risk Analysis



SC 6, US 76, US 176 CORRIDORS

- This project would be shown as a planning phase only in the 2020 – 2027 TIP.
- Once the study is completed there will be review and further discussions based on the feasibility report.
- Please note that this planning phase does not provide any obligation to fully build or develop this project.
- Questions

INFORMATION

Growing Local SC

*Guillermo Espinosa,
Principal Environmental Planner*



GROWING LOCAL SOUTH CAROLINA

FOOD SYSTEM NETWORK

Building a thriving, equitable, inclusive, resilient, and just food economy providing access to healthy food for all.

Organizational Overview
Prepared by Nikki Seibert Kelley

Why local food?

Locally grown & distributed food can:

- Act as an economic driver by creating jobs from farm to table,
- Be a health intervention by creating access as well as building positive relationships with youth at an early age,
- Increase resilience by shortening the supply chain from farm to table,
- Create food sovereignty by giving the power back to the people,
- Protect land by keeping it in production and building soils,
- And build community connectivity through markets, CSAs, community gardens, school gardens, and urban farms.



Why South Carolina?

South Carolina is an ideal location to cultivate a strong local food system.

- Abundance of land and productive soils.
- Access to fresh water and typically good rainfall.
- A variety of planting regions that create a year round supply of diverse crops.
- Small state allows for ease in transportation and connectivity.
- Strong network of food hubs to help buy, sell, and distribute local food.
- Residents are facing incredible health challenges related to diet





Why a broader “local food” network?

- **South Carolina is small state with big challenges and big opportunities that require cross-sector collaboration to drive systemic change.**
- There are incredible organizations, coalition, and networks working in their specific sectors; An umbrella network will leverage the skills, resources, and programs collectively.
- **Food system leaders need an organizing body to invest in their work as well as their professional development; A priority for this group is racial equity and inclusion.**
- Provides the ability to facilitate the needs of the food system as a whole instead of by sector.
- **Increases collaboration and reduces redundancy .**
- Fosters cross sector and non-traditional relationships.
- **Best opportunity for funding.**
- Collective voice advocating for policy change through the SC Food Policy Council.

“If you want to lift yourself up, lift up someone else.” Booker T Washington



Growing Local SC Background

The Growing Local SC Network is a project of the **SC Food Policy Council** in partnership with a wide range of food system organizations that saw the benefit of bringing leaders together to collaborate around food system issues. There are a total of 30 individuals directly involved the oversight and implementation of this network.



BONITA GLOBAL



SEEDS of CHANGE
CONSULTING



**Arnold School of
Public Health**



WIT meets GRIT
THE INTERSECTION of PASSION + PERSEVERANCE



Growing Local South Carolina Overview

The project under the fiscal sponsorship of **Wholespire**, governed by the **South Carolina Food Policy Council**, executed and evaluated by contracted project managers (**Nikki Seibert and Alison Pierce**), and supported by partners as follows:

1. **SC Department of Agriculture** providing financial, programmatic, and marketing support;
2. **USC School of Public Health** providing administrative, stakeholder, & food council support;
3. **Rural Resource Coalition** as an organizer for gatherings, facilitating a farmland working group, and providing engagement to Indigenous communities;
4. **Bonita Global** providing outreach to African American communities;
5. **Alianza Latina of the Midlands** providing outreach to Latine communities;
6. **SC Food Hub Network** expanding mid-tier value chains; and
7. **SC State University Small Business Development Center** and **Carolina Farm Stewardship Association** providing technical assistance to food and farming businesses.



<https://www.scfoodpolicy.org/>

SOUTH CAROLINA FOOD POLICY COUNCIL

BECOME A MEMBER

ABOUT

INITIATIVES

RESOURCES

CONTACT

**Advancing the production and consumption
of healthy foods in South Carolina through
education and strategic policy planning**

MEMBERSHIP UPDATE!

The SC Food Policy Council has created a new, free general membership option for individuals and organizations!
This FREE membership will provide you with:



CULTIVATING CONNECTIONS

Growing Local SC is focused on building a network of organizations and individuals to support South Carolina in getting food from farms and gardens to the table. The goal of the project is to create a cross-sector local food system network aspiring to cultivate a thriving, equitable, inclusive, resilient, and just food economy providing access to healthy food for all.



www.growinglocalsc.org



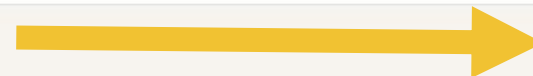
CULTIVAR LAS CONEXIONES

Growing Local SC se centra en la creación de una red de organizaciones e individuos para apoyar a Carolina del Sur en la obtención de alimentos de las granjas y jardines a la mesa. El objetivo del proyecto es crear una red del sistema alimentario local intersectorial que aspire a cultivar una economía alimentaria próspera, equitativa, inclusiva, resiliente y justa que proporcione acceso a alimentos saludables para todos.

<https://es.growinglocalsc.org/>



08/25/22


[Submit Event](#)
[Subscribe](#)
[Pinboard](#)
[Agenda](#)
[Monthly](#)

Events from Aug 25th

Thu Aug 25th 12:00pm - 1:00pm

Summer Farm Bill Series

Do you care about sustainable agriculture and food security? Do you want to learn more about how the Farm Bill impacts those important ...



Wed Sep 21st 12:00pm - 1:00pm

SC Ag Disruptors Webinar

Monthly webinar focusing on South Carolina agriculture and possible disruptors (good or bad) affecting the state's producers. The monthly ...

[farming](#) • [south-carolina](#) • [agribusiness](#)
• [farm-management](#)



Tue Aug 30th 1:00pm - Wed 31st 5:30pm

South Carolina Produce Safety Rule Trainings

To help growers prepare for Produce Safety inspections and meet food safety produce rule requirements. \$20 In State, \$100 Out of State + ...



Wed Sep 21st 1:00pm - Thu 22nd 5:30pm

Remote South Carolina Produce Safety Rule Grower Training

Register here. This training is being offered temporarily via remote delivery. About this event In order to participate, ...



Tue Aug 30th 6:00pm - 7:30pm

Market Readiness: Accepting ETB/SNAP Benefits

Join us August 30 from 6-7:30 PM EDT for the fourth installment of our Market Readiness Series focusing on how farmers can become certified ...



Thu Sep 22nd 5:30pm - 7:00pm

High Tunnel Farming Series

CFSA and SC Association for Community and Economic Development are happy to announce a new high tunnel farming webinar series. Through ...



Thu Sep 1st 4:00pm - 6:00pm

Gullah Farmers Cooperative High Tunnel Workshop - Part 2

Fruit production in high tunnels is on the rise and can be a great niche product for your market. We'll visit Roy Green and Simply Green ...



NEED A WILL?
The Center for Heirs' Property Preservation is sponsoring a **FREE Wills Clinic**

Date: Saturday, Sept. 24, 2022
Time: Starting at 10:00 AM/Last appt. at 2:30 PM
Location: 1336 Cohen Drive
Hemingway, SC 29554

Call for an appointment to meet with an attorney to draft and complete your Simple Will for **FREE!**
You **MUST** make an appointment.
Please call: Ms. Sharon Pigg at 843.745.7055 to reserve a time



8570 Rivers Avenue, Suite 170
North Charleston, SC 29406
Phone: 843.745.7055
Fax: 843.745.7054



Thu Sep 8th 5:30pm - 7:00pm

High Tunnel Farming Series

CFSA and SC Association for Community and Economic Development are happy to announce a new high tunnel farming webinar series. Through ...



Thu Sep 29th 5:30pm - 7:00pm

High Tunnel Farming Series

CFSA and SC Association for Community and Economic Development are happy to announce a new high tunnel farming webinar series. Through ...



Thu Sep 15th 5:30pm - 7:00pm

High Tunnel Farming Series

CFSA and SC Association for Community and Economic Development are happy to announce a new high tunnel farming webinar series. Through ...



Fri Oct 14th 9:00am - 4:00pm

Growing Local
Summit 2022

Packet Pg. 547



The [Growing Local SC Food Summit](#) will be the inaugural meeting for organizations, individuals, farmers, and businesses working in the local food system to gather, connect, learn, and collaborate on building a collaborative network. The event is hosted by **SCACED** and the **Rural Resource Coalition** and coordinated by [Growing Local SC Food System Network](#) and the **SC Food Policy Council** to create a cross-sector local food system network aspiring to cultivate a thriving, equitable, inclusive, resilient, and just food economy providing access to healthy food for all.

There will be a facilitated break-out group specifically for Indigenous food system leaders and we would LOVE to have representatives from Waccamaw participating.

Join a Local Food Committee

Connect to others working in the food system through committees. These are active working committees focused on increasing collaboration, capacity, and connectivity in the food system. Sign up [HERE](#)



SC Local Food Committees

Thank you for your interest in working on a Local Food related committee in SC. The SC Food Policy Council (SCFPC) has worked with its partners to forge a connection with the Rural Resource Coalition Local Food Committee, has created a complimentary Urban Local Food Committee, and seek opportunities to build connections with local food distributors through the SC Food Hub Network (SCFHN). Please complete the information to join the committee(s) that best aligns with your work/interests. In addition to joining a Local Food Committee, you will have the opportunity to simultaneously join the SC Food Policy Council (free) and/or the Rural Resource Coalition as member (free) to ensure you are fully plugged into the broader work of the participating organizations. Please note that the meeting of the RRC, SCFPC, SCFHN, Rural and Urban Local Food Committees will be scheduled to avoid conflicts.

nikki@witmeetsgrit.com [Switch account](#)



* Required

Email *



growinglocalsouthcarolina

Message



7 posts 283 followers 696 following

Growing Local SC

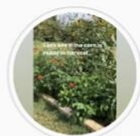
Aspiring to cultivate a thriving, equitable, inclusive, resilient, & just food economy for South Carolina. Tag us in all the SC farm & food things.

linktr.ee/growinglocalsouthcarolina

Followed by [lowcountry_resiliency_collab](#), [lowcountryfungi](#), [mikocares](#) + 26 more



Find Local...



Tips & Tri...



Partner Fe...



Local Kno...



Trainings



Get Conn...



Storytelling

POSTS

REELS

TAGGED





Building a thriving, equitable, inclusive, resilient, and just food economy providing access to healthy food for all.

Greetings from Growing Local South Carolina

Growing Local SC is focused on building a network of organizations and individuals to support South Carolina in getting food from farms and gardens to the table. The goal of the project is to create a cross-sector local food system network aspiring to cultivate a thriving, equitable, inclusive, resilient, and just food economy providing access to healthy food for all.



Local Food Forecast

Here are a few examples for Fall of 2022:

- SCDA was awarded funds for Local Food Purchase Assistance Cooperative Agreement for the purchase of \$6.1 million for locally grown food from socially disadvantaged producers to be distributed for FREE to under resourced communities. Growing Local SC will be supporting the input for the process.
- Rural Resource Coalition will continue to offer grants to support Community Gardens and High Tunnels in the Fall of 2022

Through our partners and members, Growing Local SC is able to share updates, news, funding opportunities, and policy updates.

Interested in Digging in?

All of the steps below are FREE and come with a variety of benefits.

Step 1: Follow us on social media at [@growinglocalsouthcarolina](#)

Step 2: Sign up to [receive the newsletter](#) (and please feel free to share updates, events, resources, and funding opportunities).

Step 3: Join the RRC Local Food Committee and/or the Urban Local Food Committee. Click [here to sign up](#).

Step 4: Register for the Inaugural Food Summit in Greenville, SC on 10/14
<https://www.opportunitysc.org/food-summit>

INFORMATION

Executive Director's Report

*Ben Mauldin,
Executive Director*

Executive Director's Report



Join SCDOT for the Carolina Crossroads Phase 2 Construction Public Information Meeting

Tuesday, August 30, 2022 | 5:00 p.m. - 7:00 p.m.

Dutch Square Mall

421 Bush River Rd, Columbia, SC 29210

Phase 2 of the Carolina Crossroads Project focuses on the reconstruction of the Broad River Road interchange at I-20.

Phase 2 will also complete a portion of the I-20 widening and add a new ramp to improve access from I-20 westbound to I-26 westbound towards Harbison Boulevard.

Phase 2 construction is underway with substantial completion scheduled for early 2025.





Grants Management Training in Columbia, SC - September 19-20, 2022

Central Midlands Council of Governments and Grant Writing USA will present a two-day grant management workshop in Columbia, September 19-20, 2022.

This in-person training is for grant recipient organizations across all disciplines. Attend this class and you'll learn how to administer government grants and stay in compliance with applicable rules and regulations.

Beginning and experienced grant managers, grant writers and administrators from city, county and state agencies, healthcare organizations, nonprofits, K-12, colleges and universities are encouraged to attend.

SC Office of Resilience ARP Funds

- **The South Carolina Office of Resilience ARP Funds:**
 - The South Carolina Office of Resilience (SCOR) announced that it will make \$55 million of American Rescue Plan Act funds available to assist counties and municipalities across South Carolina carry out stormwater infrastructure projects.
 - The Central Midlands Council of Governments will host an information meeting on **Tuesday, August 30 at 10 a.m.** with SCOR staff to share details about the program and how you can apply. Registration is required. Virtual and in-person options are available. The in person meeting will be held at CMCOG Offices located at [236 Stoneridge Drive, Columbia, SC 29210](#).
- **Registration information:**
 - 1. **Virtual Registration:** [Registration Link](#)
 - 2. **In-Person Registration:** Send email to bmauldin@centralmidlands.org
- If you would like to schedule a one-on-one meeting to discuss your project with SCOR staff, please email Phleisha Lewis with the SC Office of Resilience: Phleisha.Lewis@scor.sc.gov.



Save the Date:
SCCOGS Annual Training Conference
November 20-22, 2022

Building Stronger Relationships

Congratulations: Fairfield County

Fairfield County Receives Recreational Economy for Rural Communities Grant

Fairfield County is proud to announce it is one of 25 small and rural communities chosen to receive a Recreation Economy for Rural Communities (RERC) planning grant. A joint effort between the U.S. Environmental Protection Agency (EPA), U.S. Department of Agriculture (USDA) Forest Service, the Appalachian Regional Commission (ARC), and the Northern Border Regional Commission (NBRC), the RERC program is a planning assistance program that helps rural communities leverage outdoor recreation to revitalize their Main Streets.

Contact Name: Synithia Williams, Deputy County Administrator

Phone number: 803-718-4237

Email: Synithia.Williams@fairfield.sc.gov



South Carolina Infrastructure Investment Program – SC Rural Infrastructure Authority

- The South Carolina Infrastructure Investment Program (SCIIP) is a major one-time initiative to improve water, wastewater and stormwater systems throughout the state using federal funds allocated by the 2021 American Rescue Plan (ARPA).
- SCIIP offers a unique opportunity to make long-term capital improvements that will strengthen critical services to residents and business across the state, create more resilient communities and build the capacity to support future opportunities for growth and economic development.
- \$900 Million Total program funding, \$10 million may be requested per project or application for competitive infrastructure grants.
- APPLICATION DEADLINE for SCIIP / ARPA Grants: Monday, September 12, 2022, Streamlined and updated application format for SCIIP. The application will be made available on June 29, 2022.
- Contact Gregory Sprouse, gsprouse@cmcog.org, 803-376-5390, ext.351 for additional information.







Thank you, Midlands Technical College!!

- Special Thanks to Midlands Technical College for hosting the CMCOG Board Meetings!
- Upcoming Meeting Locations:
 - September 22 – MTC Harbison Campus
 - October 27– MTC Airport Campus
 - December 8 – MTC Airport Campus

INFORMATION

CMCOG FY 2023 Detailed Budget

(Enclosure 12)

*Ben Mauldin,
Executive Director*

Old/New Business

Other Business

Next Meeting – 22 September 2022

Adjourn



**CMCOG BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE
UPCOMING MEETING SCHEDULE FOR 2022/2023
LOCATIONS TO BE ANNOUNCED AT LATER DATE**

2022

August, 25, 2022

September 22, 2022

October 27, 2022

November – SCCOGS Conference

December 8, 2022

2023

January 26, 2023

February 23, 2023

March 23, 2023

April 27, 2023

May 25, 2023

June 22, 2023

July – NO MEETING

(Summer Break)

**All meetings are held on the fourth Thursday of each month.*

**Executive Committee meets at 11:15 a.m. and Board of Directors meet at 12:00 p.m. Noon*

**July – No meeting for either committee, this is your summer break.*

**November – Annual SCARC Conference at Myrtle Beach, more information regarding SCARC will be forthcoming.*

**Meeting locations will be noted when notifications and packet materials are distributed so please make a note of the correct location of the meeting. Currently we have either been meeting at Midlands Technical College, Airport or Harbison Campus.*