COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, OCTOBER 2, 2018

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, October 2, 2018 at City Hall, 1737 Main Street, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin
The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large
The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable Daniel J. Rickenmann, District IV

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.

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. Richland Penny Bull and Elmwood Intersection - Ms. Raven Gambrell, PE, Richland Penny Program

2. Update on the Richland Penny Hampton & Calhoun Road Diet Projects - Mr. David Beaty, PE, Program Manager, Richland Penny Program

3. Clean Water 2020 Update - Mr. Clint Shealy, Assistant City Manager for Columbia Water

4. Park Street Improvements - The Honorable Daniel J. Rickenmann **Addition**

EXECUTIVE SESSION

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

   Municipal Fees

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

Taylor v. City of Columbia

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

   Soda City

8. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)

   Development Project

9. Discuss the development of security personnel devices pursuant to S.C. Code §30-4-70(a)(3) **Addition**

   Intelligence Briefing

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

10. Council is asked to approve the September 4, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 11 THROUGH 31

11. Council is asked to approve a Renewal for the Edge in Car Camera System and Body Cameras, as requested by the Police Department. Award to COBAN Technologies, using the SC State Contract in the amount of $101,228.42. This vendor is located in Houston, TX.

Funding Source: Police Administrative Services - Maintenance & Service Contract: 1012402-638200. The original budgeted amount is $101,228.42.

12. Council is asked to approve a one (1) year Lease Purchase Agreement for Motorola Radios, as requested by the Police Department. Award to Motorola Inc., using the South Carolina State Contract 4400013531, in the amount of $327,101.78. The vendor is located in Blythewood, SC.

    Funding Source: Police Administrative Services - Radio Equipment1012402 – 627800. The original budgeted amount is $327,101.78.

13. Council is asked to approve the Purchase of three (3) RAM 2500 Crew Cab Pickup Trucks, as requested by Columbia Water. Award to Performance CDJR, using the SC State Contract in the amount of $80,484.00. This vendor is located in Clinton, NC.

    Funding Source: Utilities Wastewater Maint - Auto,Trucks, Hvy Equip-Capital 5516205-658500. The original budgeted amount is $85,302.72.

14. Council is asked to approve the Purchase of one (1) 2018 Caterpillar Excavator, as requested by Columbia Water. Award to Blanchard Machinery, using the Sourcewell Cooperative Contract (formerly National Joint Powers Alliance) in an amount not to exceed $224,597.00. This vendor is located in West Columbia, SC.

    Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment - Capital 5516205-658300. The original budgeted amount is $221,000.00. Additional funding to be utilized from the Machinery & Equipment account.

15. Council is asked to approve the Purchase of a Storm Drain Video Inspection Unit, as requested by Columbia Water. Award to Jet-Vac, using the Sourcewell Cooperative Contract (formerly National Joint Powers Alliance) in an amount of $202,865.59. This vendor is located in Sumter, SC.

    Funding Source: Streets - Storm Drains-Auto, Trucks, Hvy Equip - Capital 5534203-658500. The original budgeted amount is $$203,000.00.

16. Council is asked to approve Contract Amendment #3 for Project WM4374; Engineering Services for the Repair of Columbia Canal Head Gates, as requested by Columbia Water. Award to Kleinschmidt Associates at no cost to the City. This firm is located in Columbia, SC.

This Amendment incorporates required contract language for meeting HUD regulations. There are no changes in funding or costs.

17. Council is asked to approve a Contract for Project SS7444-01; Wastewater Flood Repair at Bentley Drive, as requested by Columbia Water. Award to North American Pipeline Management, Inc., a Minority Business Enterprise (Woman) in an amount not to exceed $371,680.00. This firm located in Marietta, GA.

Funding Source:FEMA 2015 Oct. Flood Recovery; 2539999-638400.Under the FEMA SC Severe Storms and Flooding 2015 DR4241 / DR3373, this project construction work includes sewer main repairs, structural support and restoration of 130 LF sewer mains, installation of bridge truss, piers and providing erosion/sediment control. The original budgeted amount is $372,277.00.

The following sub-consultants will provide additional services:

White Crane of Columbia, SC will provide crane equipment at 1% ($4,500) of the contract value.

Con-Tech Engineering of Raleigh, NC will provide a Truss Bridge at 23% ($73,000) of the contract value.

18. Council is asked to approve Contract Amendment #1 to the Indefinite Delivery Contract for Engineering Services related to Wastewater Flood Recovery and Flood DR4241, as requested by Columbia Water. Award to Black & Veatch Corporation in an amount not to exceed $250,000.00 for this addition, and a total project cost not to exceed $750,000.00. This firm is located in Columbia, SC.

Funding Source: 2531706-638400 (Flood Recovery Account). The City and its Disaster Recovery Program Management Team are seeking federal reimbursement from the Federal Emergency Management Administration (FEMA) for these services. The original budgeted amount is $500,000.00.

19. Council is asked to approve an Agreement for Project SS7453; Major Pipeline and Manhole Rehabilitation and Replacement Preliminary Design, as requested by Columbia Water. Award to Black & Veatch in the amount of $1,033,500.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Major Sewer Rehab Per Proposal - Capital Project Costs; 5529999-SS745301-658650. The original budgeted is $1,033,500.00.

This is a Clean Water 2020 and a Mentor Protégé Program Project. Highfill Infrastructure Engineering, PC of Columbia, SC is the Protégé and will be providing cost estimation, regulatory review, and utility coordination at 20% ($206,700.00) of the total contract value.

20. Ordinance No.: 2018-055 - Approval for Granting an Easement to South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications (Spirit) Along a Portion of City-Owned Property Identified as Richland County TMS#09014-09-02 (1214 Taylor Street) for a Fiber Optic Cable Line to Serve 1538 Main Street; CF#250-431

    First reading approval was given on September 18, 2018.

21. Ordinance No.: 2018-057 - Authorizing consumption of beer and wine beverages only at the 2019 Famously Hot New Year Event

    First reading approval was given on September 18, 2018.

22. Ordinance No.: 2018-058 - Granting an encroachment to the Girl Scouts of South Carolina Mountain to Midlands, Inc. for the use of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation adjacent to its building at 1107 Williams Street, Richland County TMS#08912-12-10

    First reading approval was given on September 18, 2018.

23. Ordinance No.: 2018-059 - Granting an encroachment to Sola Station, LLC for use of the esplanade right of way area for installation and maintenance of a concrete patio, landscaping and irrigation system adjacent to its building at 600 Canalside Street, Richland County TMS# 09005-03-06 and for use of the right of way area of the 300 block of Taylor Street, 1500 block of Williams Street and 1600 block of Williams Street for installation and maintenance of a community sign adjacent to its building at 300 Taylor Street, Richland County TMS # 09005-03-18

    First reading approval was given on September 18, 2018.

24. Ordinance No.: 2018-060 - Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC

    First reading approval was given on September 18, 2018.

25. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152,

153, 156, 157,160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road TMS# 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19

Ordinance No.: 2018-050 - Annexing and incorporating 441ots in the Garden Springs Neighborhood into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 1 7, 2015

Council District: 4

Proposal: Request to annex and to assign land use classification of Urban Edge Residential-Small Lot (UER-1), and assign zoning of Single Family Residential District (RS-1B). The properties are currently classified as Neighborhood (Medium Density) and zoned Residential Single Family Low Density (RS-LD) by Richland County.

Applicant: Multiple Petitioners

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (6-0)

First reading was given on September 18, 2018.

26. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 201 S. Marion Street; TMS# 11305-14-10

Ordinance No.: 2018-051 - Annexing and Incorporating 201 S. Marion Street, Richland County TMS #11305-14-10 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classifications of Universities/Colleges (SD-5) and assign zoning of General Residential District in a Community Character Protection Overlay (RG-1, -CC1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.

Applicant: University of South Carolina

Staff Recommendation: Approval

PC Recommendation: 06/04/2018; Approval (6-0)

First reading approval was given on September 18, 2018.

27. Zoning Map Amendment - 0.07 acres N/S Carola Avenue (PUD including: 822 Carola Avenue, 821 Carola Avenue, 907 Carola Avenue, 4914 Pinner Road, and 1.55 acres W/S Barton Street), TMS# 11701-12-24(p), 09313-07-03, 09313-06-10, 11701-12-22, 09313-06-02 and 09216-07-01

Council District: 1

Proposal: Request to rezone the parcel from PUD-R to PUD-R & RS-3

Applicant: David Barry

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

28. Zoning Text Amendment - Amend §17-55 to Add Definitions to Facilitate Public Bike Share Kiosks

Ordinance No.: 2018-053 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 1, Generally, Sec. 17-55 Definitions, to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station

Proposal: Amend the text of §17-55 to add definitions of Public Bicycle-Sharing Service and Public Bicycle-Sharing Station.

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 1, Amend §17-55 - Definitions

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

29. Zoning Text Amendment - Amend §17-401 to Exempt Signage Associated with Public Bike Share

Ordinance No.: 2018-054 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 12, Signs, Sec. 17-401 Definitions, to add (7)

Proposal: Amend the text of §17-401 to exclude signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station signage from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

30. Resolution No.: R-2018-078 - Authorizing consumption of beer and wine only at the Winter Solstice Lantern Parade and Happy Hour in the Amphitheater Area of the Riverfront Park on Friday, December 21, 2018

31. Resolution No.: R-2018-095 - Authorizing consumption of beer and wine only at Vista Lights 2018 on November 15, 2018

ZONING / PLANNING MATTERS PUBLIC HEARING - SECOND READING

32. Zoning Map Amendment - 2519, 2521 and 2523 Read Street, TMS# 11509-12-05

Council District: 2

Proposal: Request to rezone the parcel from General Residential District (RG-2) to Neighborhood Commercial District (C-2).

Applicant: Marcus Robinson, Robinson Group

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Deferred (Applicant revised application to apply for C-2 instead of C-3) 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

PRESENTATIONS

33. National Community Planning Month Proclamation -The Honorable Mayor Stephen K. Benjamin

34. Domestic Violence Awareness Month Proclamation - The Honorable Tameika Isaac Devine

35. Update from Fast Forward - Ms. Dee Albritton, Executive Director of Fast Forward

36. Clean Water 2020 Update - Mr. Clint Shealy, Assistant City Manager for Columbia Water

RESOLUTIONS

37. Resolution No.: R-2018-096 - Approving the Honorary naming of the 2100, 2200 and 2300 blocks of Greene Street between Harden Street and Heidt Street "Joy Holman Way"

38. Resolution No.: R-2018-097 - Approving Honorary naming of the 1600, 1700, 1800 and 1900 blocks of McFadden Street between Barhamville Road and Two Notch Road "McBride Family Way"

39. Resolution No.: R-2018-068 - Resolution of the City Council of the City of Columbia, South Carolina, Approving the Issuance by the Public Finance Authority of not to exceed $15,500,000 Public Finance Authority Multifamily Housing Revenue Bonds, in One or More Series, Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended; Providing Certain Other Matters In Connection Therewith; and Providing an Effective Date

    The Public Hearing was held on August 14, 2018.

40. Resolution No.: R-2018-092 - Authorizing the City Manager to accept a Quit-Claim Deed from Santee Saluda, LLC for the transfer of Parcel C containing approximately 0.03 acre located on the southern side of Blossom Street and Santee Avenue adjacent to Richland County TMS #11308-10-01 and to authorize the City Manager's execution of documents to consummate the transfer

41. Resolution No.: R-2018-093 - Authorizing the City Attorney's Office to institute a civil action in the Richland County Court of Common Pleas against Richland County seeking a determination as to the responsibility of stormwater maintenance lines on private property wherein the County has an easement but the property is located within the municipal limits

42. Resolution No.: R-2018-098 Certifying Various State-Owned Buildings 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 located at Bull Street, Richland County TMS #09113-16-02, #11404-10-02, #11404-10-03, #11501-01-01, #11501-02-01, #11501-05-01

43. Resolution No.: R-2018-099 - Repealing Resolution R-2018-040 Amending Resolution R-2015-049 Amending Resolution R-2014-045 Amending R-2014-024 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia to remove the sunset of the tax credit and amend the criteria for consideration of inclusion in a Multi-County Industrial Park

ORDINANCES - FIRST READING

44. Ordinance No.: 2018-052 - Granting an encroachment to Ashish Thakkar and Rita Thakkar for installation and maintenance of landscaping and an irrigation system within the right of way areas of the 2000 block of Gervais Street and 1100 block of Marion Street adjacent to 2020 Gervais Street, Richland County TMS #11406-12-04

APPOINTMENTS

45. Council is asked to approve the appointment of one (1) individual to the Midlands Authority For Conventions, Sports and Tourism.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Richland Penny Bull and Elmwood Intersection - Ms. Raven Gambrell, PE, Richland Penny Program**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** 20181002_BullElmwood_CityWorkSession (PDF)

TRANSPORTATION PROGRAM

Bull St. and Elmwood Ave. Intersection Improvement

Columbia City Council
Work Session
October 2, 2018

Bull/Elmwood Intersection
Project History

- 2012 Penny Sales Tax Referendum
- Bull Street Development
- Public Outreach
- Public Meeting March 2016
- Traffic Impact Analysis June 2016
- City/SCDOT Coordination

RICHLAND COUNTY SOUTH CAROLINA 1799

TRANSPORTATION PROGRAM

Bull/Elmwood Intersection
Purpose and Need

- Improve Traffic Operations
- Improve Safety
- Accommodate Pedestrians

TRANSPORTATION PROGRAM

Bull/Elmwood Intersection

Accident Data (January 2015 – December 2017)

MANNER OF COLLISION	NO. OF ACCIDENTS
Sideswipe*	37 (51%)
Angle	18 (25%)
Rear End	13 (18%)
Other	5 (6%)
Total Accidents	**73**

*22 of 37 sideswipe crashes were reported during right- or left-turn movements in the intersection.

TRANSPORTATION PROGRAM

Bull/Elmwood Intersection

Level of Service

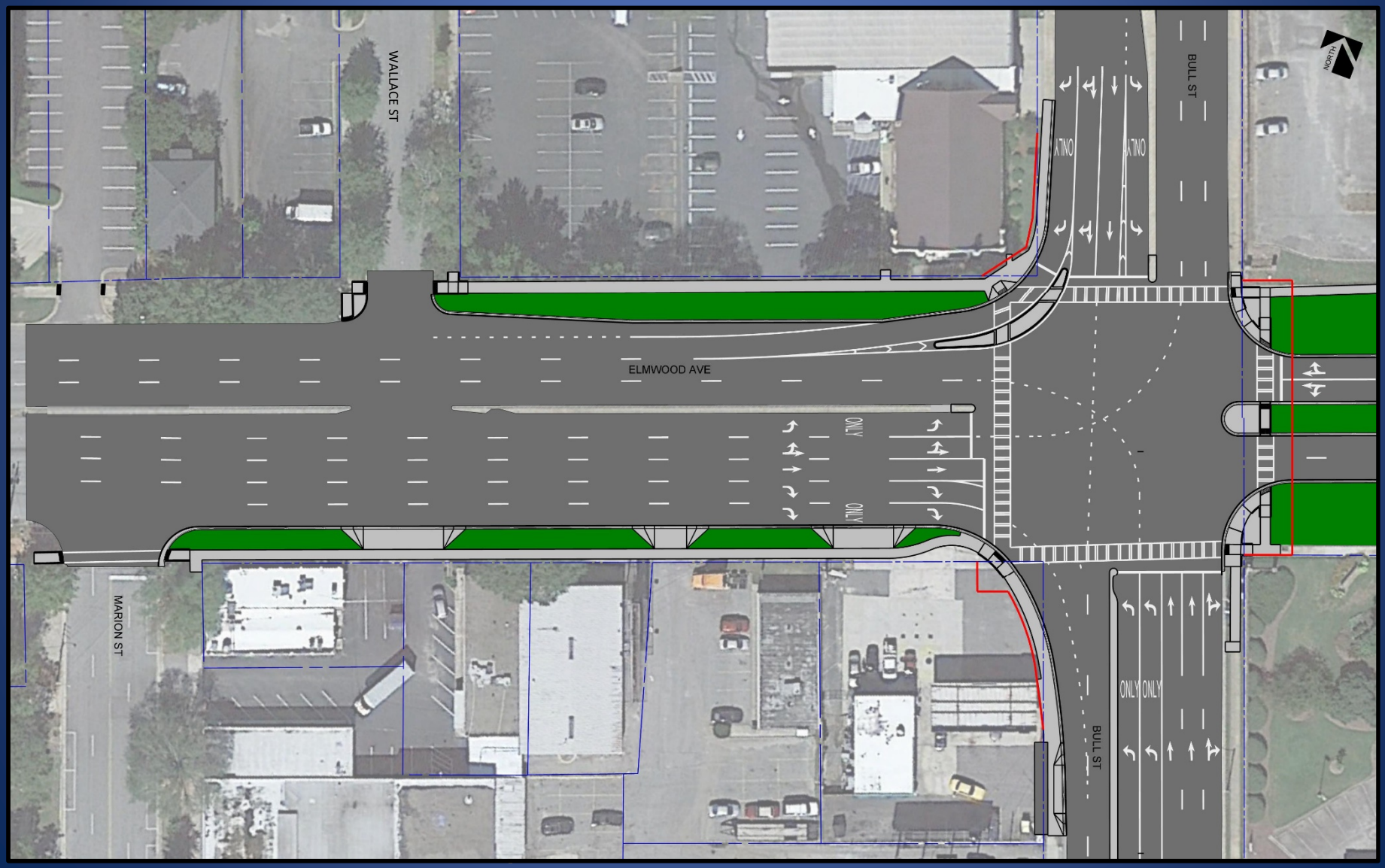
	EB	WB	NB	SB	Overall
AM Peak Hour					
2020 Phase 3 No Build	F (152.8)	F (86.5)	D (47.1)	E (72.0)	F (98.9)
2020 Phase 3 Build	D (48.2)	F (86.5)	D (44.8)	D (43.1)	D (46.8)
Difference	*-104.6*	*0*	*-2.3*	*-28.9*	*-52.1*
PM Peak Hour					
2020 Phase 3 No Build	F (289.5)	E (79.2)	F (101.8)	F (179.2)	F (187.1)
2020 Phase 3 Build	F (115.6)	E (79.2)	E (58.3)	C (28.1)	E (70.2)
Difference	*-173.9*	*0*	*-43.5*	*-151.1*	*-116.9*

TRANSPORTATION PROGRAM

Bull/Elmwood Intersection
Existing

Bull/Elmwood Intersection

Proposed



Bull/Elmwood Intersection

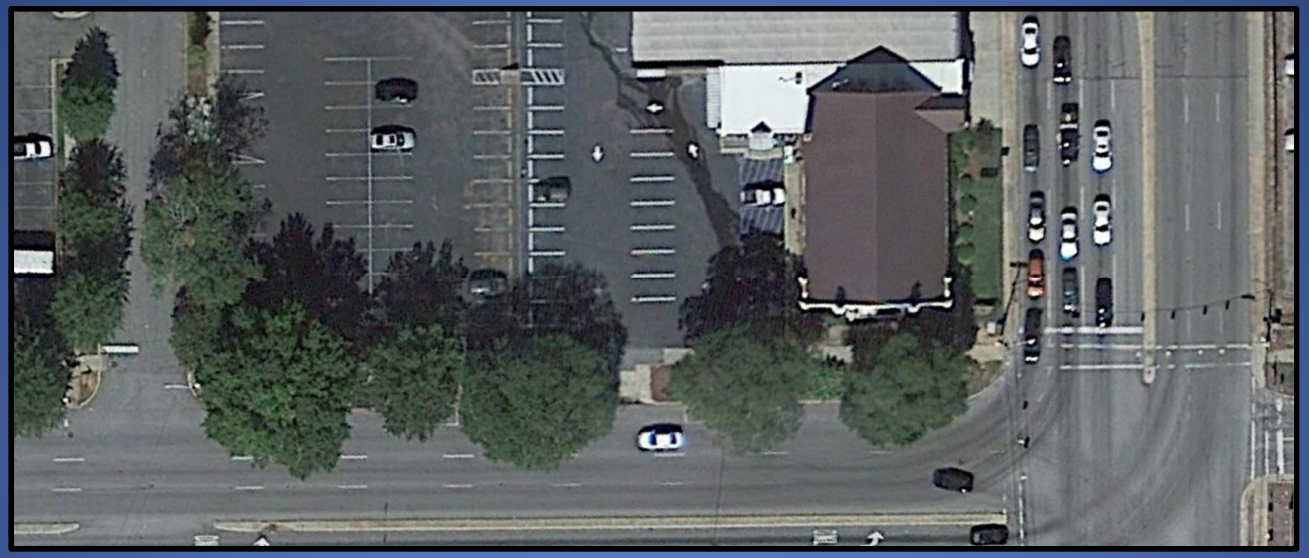
Project Impacts

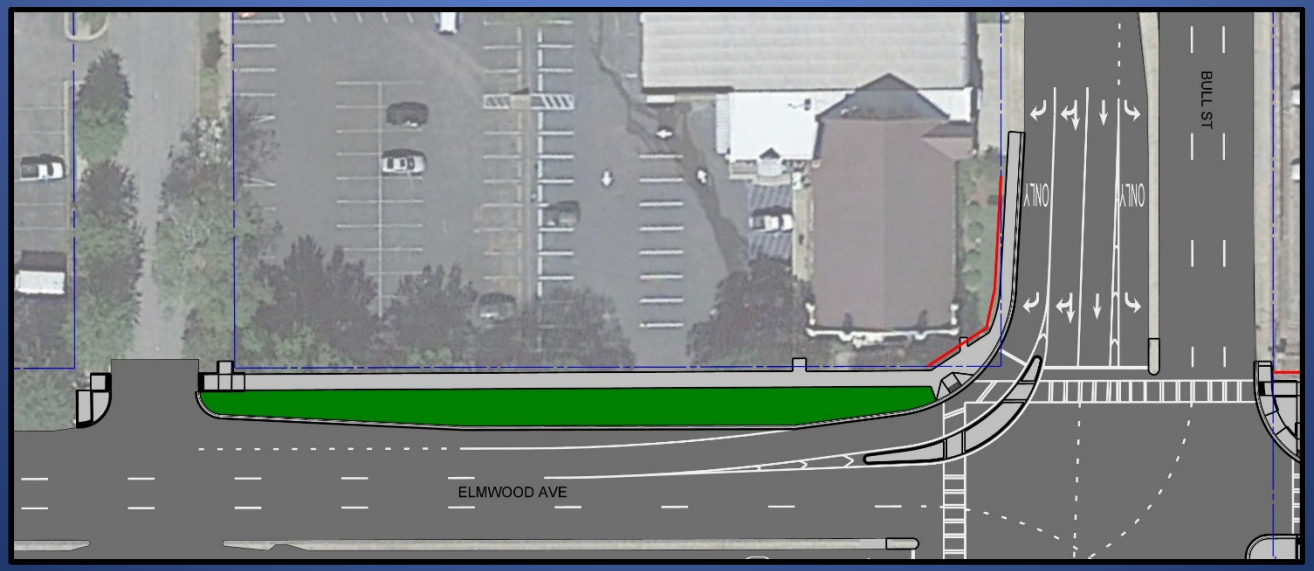
- Right-of-Way Acquisition
- Driveway Closures
- Elmwood Avenue Median Closure at Marion Street
- Removal of On-street Parking
- Utility Impacts & Relocations

TRANSPORTATION PROGRAM

Bull/Elmwood Intersection

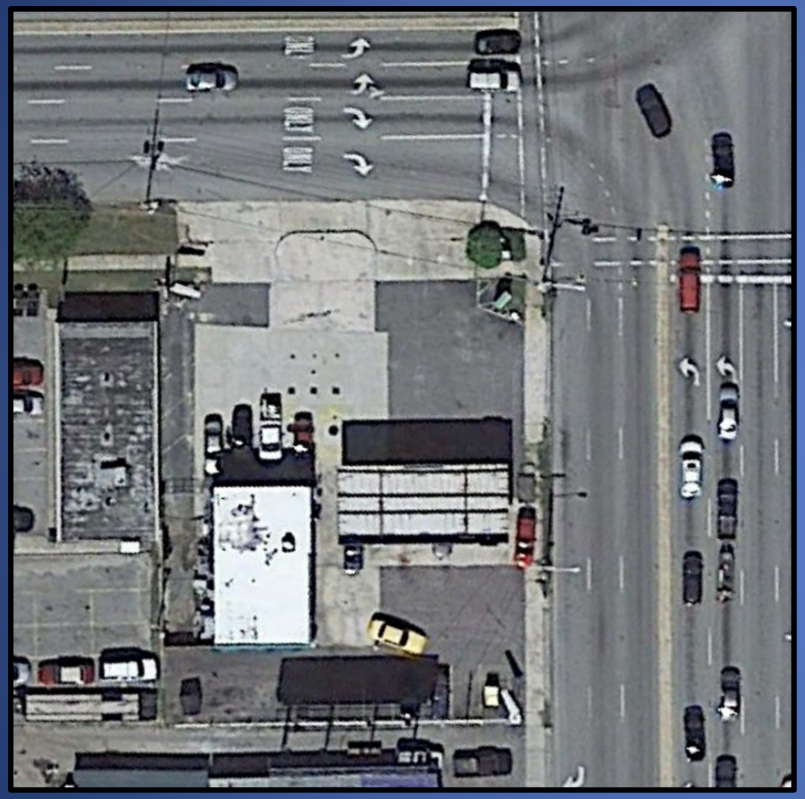
Elmwood Church of God

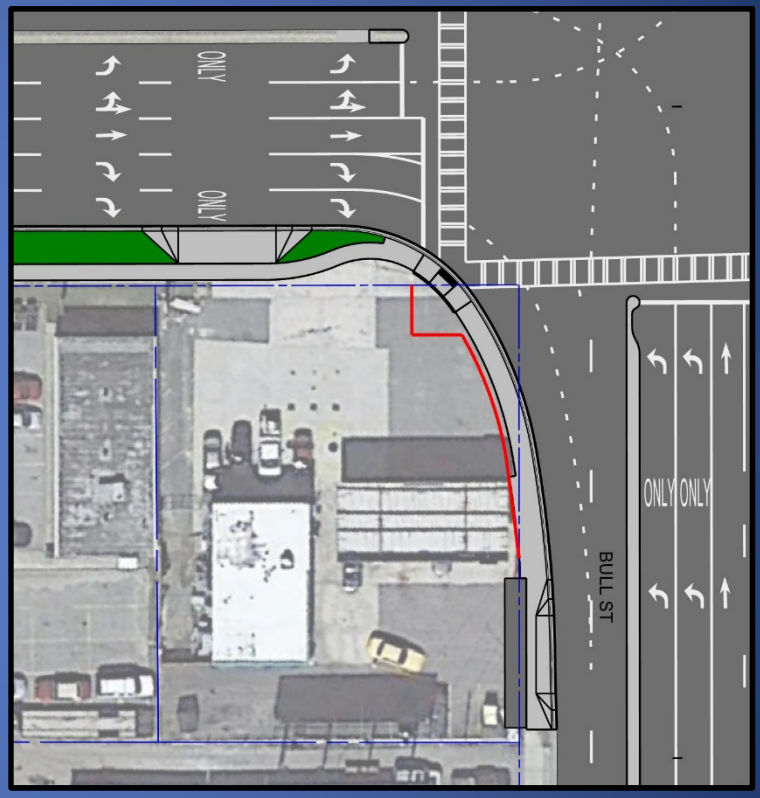




Bull/Elmwood Intersection

Gas Station





TRANSPORTATION PROGRAM

Bull/Elmwood Intersection

Proposed Project Schedule

Begin Right-of-Way Acquisition
Q3 2018

Begin Construction
Q3 2019

Finish Construction
Q2 2020

TRANSPORTATION PROGRAM

TRANSPORTATION PROGRAM

THANK YOU!

www.richlandpenny.com

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MEETING DATE: **October 2, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Update on the Richland Penny Hampton & Calhoun Road Diet Projects - Mr. David Beaty, PE, Program Manager, Richland Penny Program**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** 20180920_Calhoun Hampton Road Diet_City Council_Draft (PPTX)

Calhoun Street and Hampton Street Road Diet

City Council
October 2, 2018
City Hall
1737 Main Street Columbia, SC

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TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

Project History

- Eighty-seven (87) bikeway projects included in the November 2012 referendum
- Richland County Program Development Team (PDT) reviewed, studied, and categorized list
- Seven (7) identified as possible "Road Diet" candidates:
  1. Calhoun Street – Wayne Street to Harden Street
  2. Hampton Street – Pickens Street to Harden Street
  3. Pickens Street – Washington Street to Rosewood Drive
  4. Pendleton Street – Lincoln Street to Marion Street
  5. Columbiana Drive – Lake Murray Boulevard to Lexington County Line
  6. College Street – Lincoln Street to Sumter Street
  7. Washington Street – Hampton Street West to Hampton Street East

- Calhoun Street and Hampton Street identified to be developed

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TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

Public Information Summary Public

- Public Meeting held June 28, 2018 from 6:00 pm to 8:00 pm
- Greek Orthodox Church, 1931 Sumter Street
- Staffed by Richland Penny Program and City staff
- 55 persons in attendance
- 52 comments received at meeting and subsequent to meeting
- 64% in support
- 36% not in support/desired changes
- St. Timothy's Church had concerns with losing 10 parking spots on Calhoun between Lincoln and Park.
- Transitions Homeless Center has an agreement with the City where it's patrons can rent parking spots overnight at a reduced rate. The Calhoun plan would remove 16 spots that they currently use.
- Loss of parking in general

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TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

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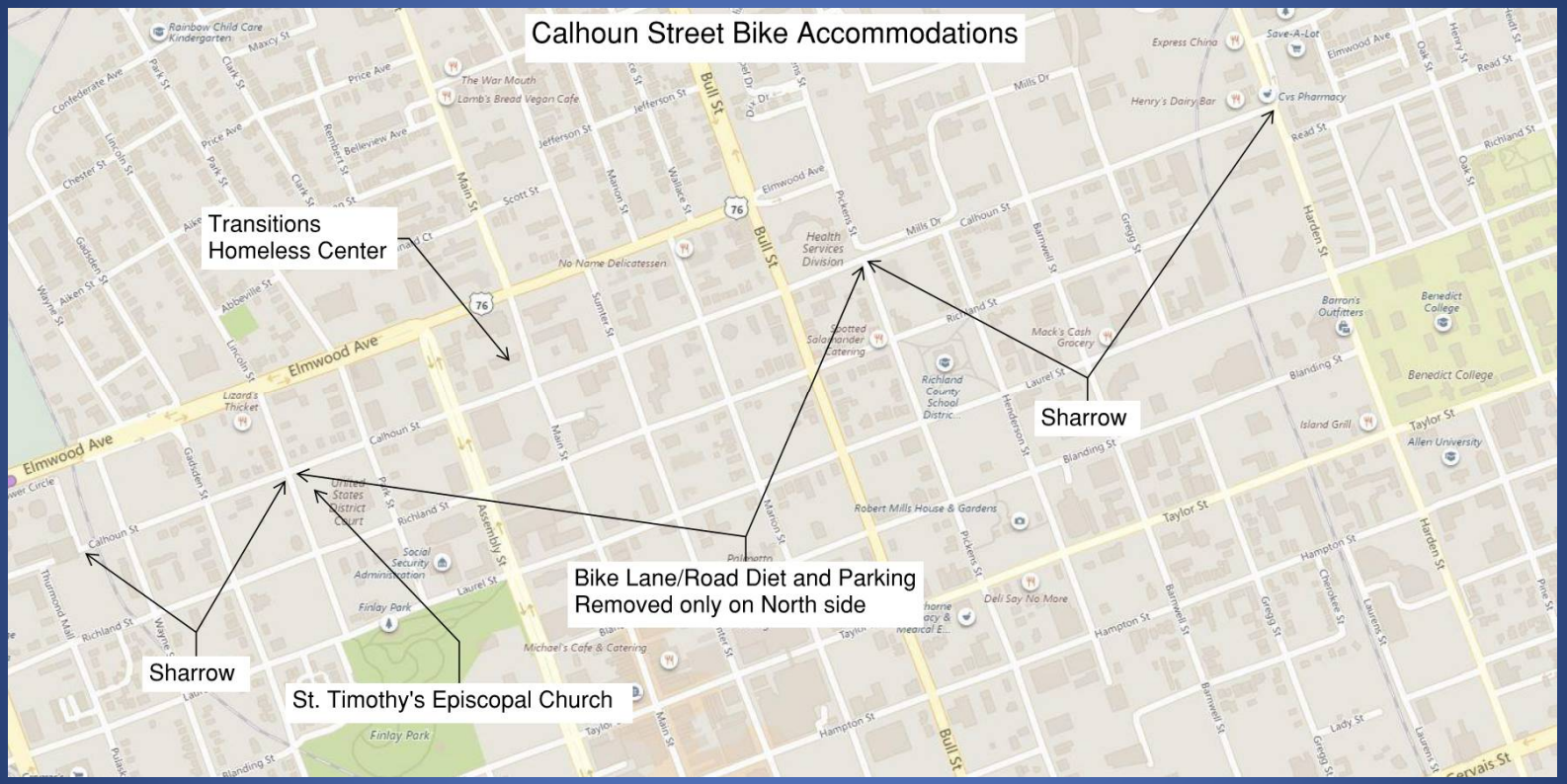
RICHLAND COUNTY SOUTH CAROLINA 1799

TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet



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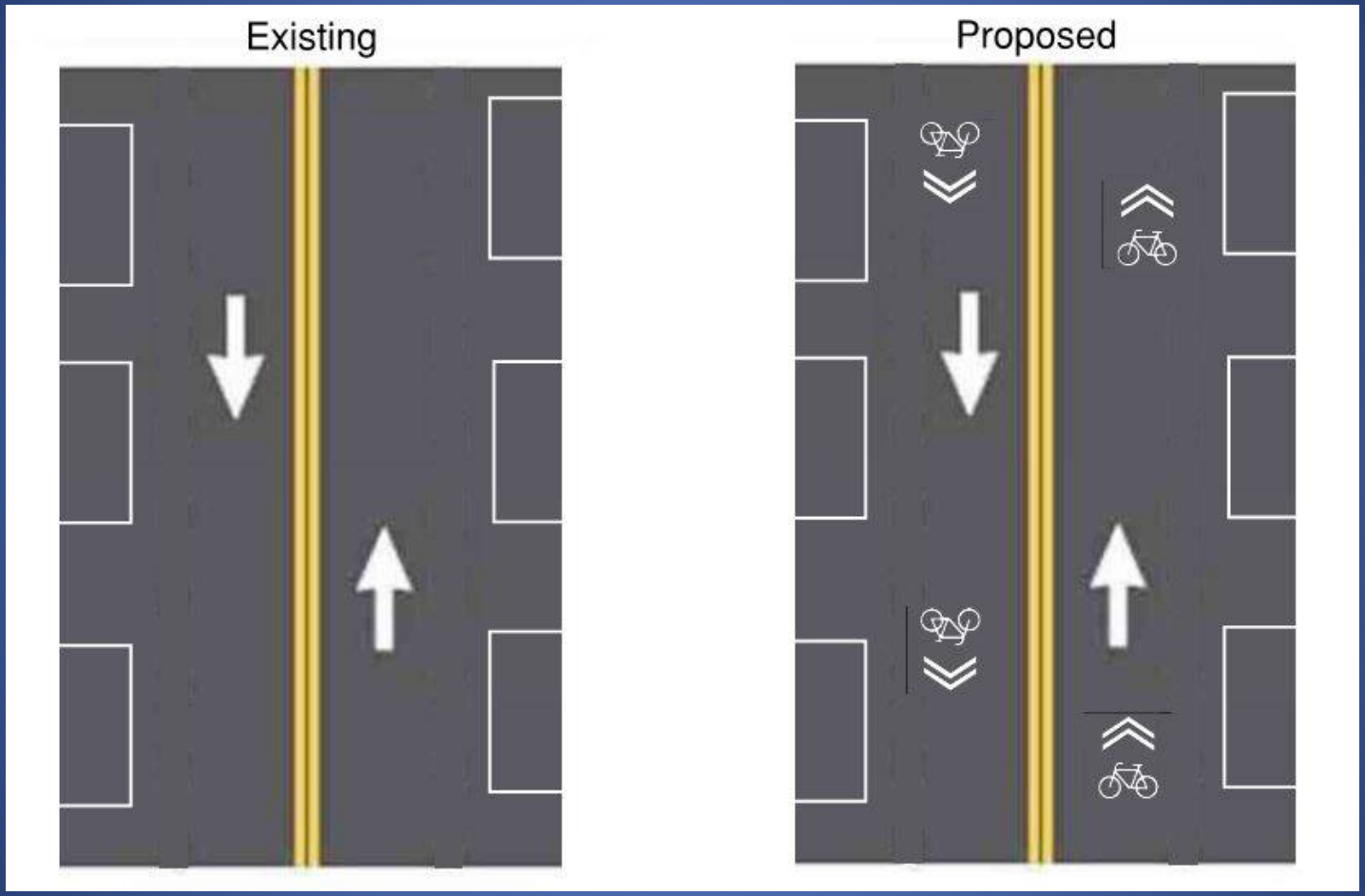
TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet



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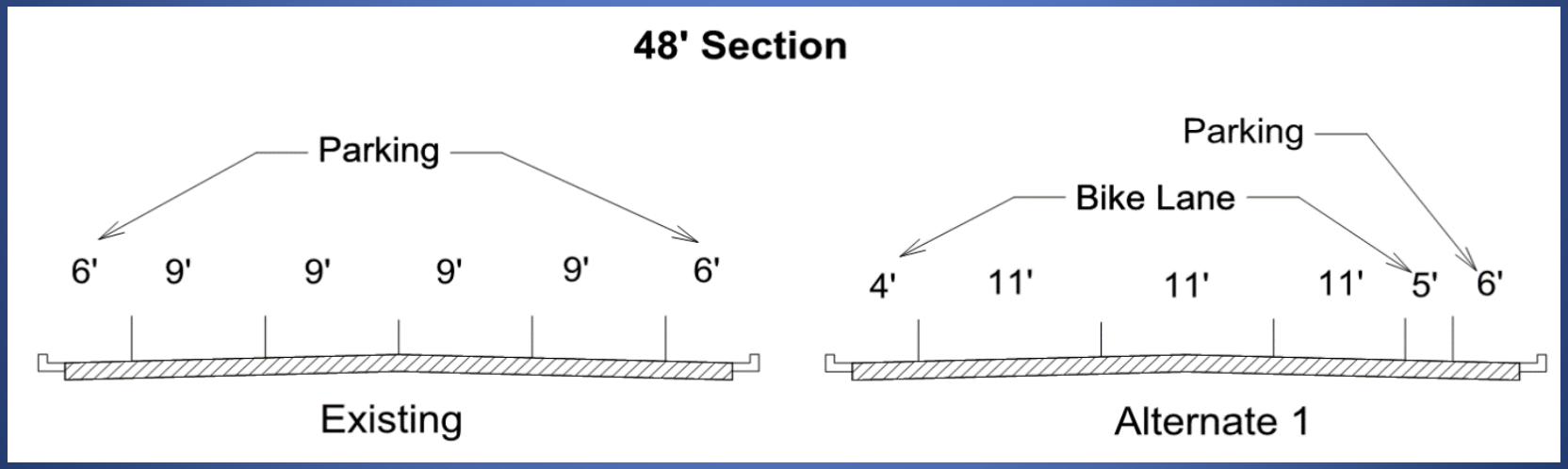
TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet Concept

- In simple terms, reduce four (4) through lanes to three (3) lanes - a through lane each direction with a center lane for left turns



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RICHLAND COUNTY TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

Concept

- Four (4) through lanes effectively operate as two (2) through lanes since oftentimes left turns from inside through lanes impede through traffic
- 9’ lanes will be increased to 11’ increasing driver comfort and reducing side swipes
- In areas of existing 9’ lanes, vehicles will stagger or stay behind one another reducing capacity
- The “shy” distance to parked vehicles also reduces capacity
- Omitting a through lane and removing parking on one side will accommodate bike lanes in both directions

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TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

Concept (Continued)

- Proposed removal of 21 spaces along Calhoun Street and 81 spaces along Hampton Street but adequate spaces available nearby
- Traffic operations are expected to improve
- Varying widths occur along Calhoun Street and Hampton Street. “Sharrows” will be utilized to supplement continuation of bike lanes along Calhoun Street – refer to May 2018 Road Diet Concept Reports

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TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

Proposed Changes to Address Concerns

- Retain parking on Calhoun from Lincoln to Park and place sharrows instead to retain parking in vicinity of St. Timothy's (9 spaces retained)
- Replace current 12 spaces provided to Transitions in close proximity
- General Loss of Parking – no further modification to proposed plan

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TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

Path Forward

- City Council approves project
- Richland County Council receives this presentation on October 16, 2018 and approves
- Plan preparation by Program Development Team (PDT) with input from City staff
- PDT procure and provide construction management/inspection

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TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

Construction Details

- Mill and resurface or eradication of existing markings only , no overlay
- City staff will remove meters and adjust signal heads as necessary during construction

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TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

Schedule

- Prepare Construction Plans – Late 2018
- Advertise for Construction – Spring 2019
- Construction – Summer/Fall 2019

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TRANSPORTATION PROGRAM

Calhoun Street and Hampton Street Road Diet

Questions & Answers

We Are Columbia

TRANSPORTATION PROGRAM

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Clean Water 2020 Update - Mr. Clint Shealy, Assistant City Manager for Columbia Water**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Park Street Improvements - The Honorable Daniel J. Rickenmann**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Provide high quality municipal services**

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

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

PURPOSE: **Municipal Fees**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

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

PURPOSE: **Taylor v. City of Columbia**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

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

PURPOSE: **Soda City**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)**

PURPOSE: **Development Project**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Discuss the development of security personnel devices pursuant to S.C. Code §30-4-70(a)(3)**

PURPOSE: **Intelligence Briefing**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Council is asked to approve the September 4, 2018 City Council Meeting Minutes.**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Renewal for the Edge in Car Camera System and Body Cameras, as requested by the Police Department. Award to COBAN Technologies, using the SC State Contract in the amount of $101,228.42. This vendor is located in Houston, TX.**

REQUISITION NO.: **R192513**

FINANCIAL IMPACT: **Funding Source: Police Administrative Services - Maintenance & Service Contract: 1012402-638200. The original budgeted amount is $101,228.42.**

ORIGINAL BUDGET: **$101,228.42**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

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

ATTACHMENTS:

- **#a:** SC State Contract (PDF)
- #b: Coban Quote 391564 (PDF)

In-Car/In-Bus Digital Recording Systems Solicitation # 5400012134 Max Contract Period: 06/12/2017 - 6/11/2022 Contract Terms & Conditions Page last update: 06/13/2017	ITMO Procurement Manager Johanne "Jo" Sullivan, CPPB 803-737-3416 jmsullivan@mmo.sc.gov

Coban Technologies Inc
Kustom Signals Inc
Watchguard Video

Coban Technologies, Inc
Place, Send, or Fax Orders to:
12503 Exchange Drive # 536, Stafford, TX 77477
LaMonica Archer
Phone: 281-277-8288 x139
Fax: 281-925-0535
Email: lamonicaa@cobantech.com

Larry Marr
Phone: 281-277-8288 x131
Phone: 281-925-0535
Email: larrym@cobantech.com

Contract Pricing

Contract Number: 4400015789
FEIN: 01-0593612

Kustom Signals Inc.
Place, Send, or Fax Orders to:
9325 Pflumm Road, Lenexa, KS 66215
Sydney Burke, Account Manager
Phone: 800-458-7866 x3019
Fax: 913-492-1703
Email: sburke@kustomsignals.com

Marc Woolverton, Regional Sales Manager
Phone: 913-961-5343
Fax: 913-492-1703
Email: mwoolverton@kustomsignals.com

Kustom Signals Factory Service Center

Phone: 800-835-0156
Fax: 620-431-2734
Email: info@kustomsignals.com

Contract Pricing

Contract Number: 4400015815
FEIN: 43-1757730

Watchguard Video
Place, Send, or Fax Order to:
415 Century Parkway, Allen, TX 75013
Phone: 800-605-6734 or 972-423-9777
Fax: 972-423-9778
Email: orders@watchguardvideo.com

Jason Stuczynski
Phone: 800-605-6737 x3117 or 972-608-3117
Fax: 972-423-9778
Email: jasons@watchguardvideo.com

Jim Hudson
Phone: 678-953-1333
Fax: 972-423-9778
Email: jhudson@watchguardvideo.com

Customer Service Department
Phone: 866-384-8567
Fax: 972-423-9778
Email: customerservice@watchguardvideo.com

Contract Pricing

Contract Number: 4400015810
FEIN: 11-3717781

11375 W Sam Houston Pkwy Suite 800
Houston, TX, 77031
281.277.8288

Solicitation #	Date
5400012134	11/1/2016

State of South Carolina
Invitation to Bid # 5400012134
Procurment Officer: Johanne Sullivan

SKU#	Coban In-Car Systems - State of South Carolina Contract Pricing	MSRP	Discount	Unit Pricing
SYSED-02	EDGE IN-CAR SYSTEM Standard Definition 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 32 GB internal SSD (Solid State Drive) 32 GB removable SSD Front facing color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n wireless card Three year limited hardware warranty	$ 5,632.13	21%	$ 4,449.38
SYSED-06	EDGE SD IN-CAR SYSTEM 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 16 GB internal SSD OS drive 64 GB internal SSD Fail-Safe drive 64 GB removable SSD Front facing SD color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n/ac wireless card Three year limited hardware warranty	$ 5,632.13	21%	$ 4,549.38
SYSED-06-A	EDGE Hi-Def IN-CAR SYSTEM 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 16 GB internal SSD OS drive 64 GB internal SSD Fail-Safe drive 64 GB removable SSD Front facing HD color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n/ac wireless card Three year limited hardware warranty	$ 6,151.90	21%	$ 4,860.00
SYSFS-01	FUSION IN-CAR SYSTEM - NO WIRELESS 4.3" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 64GB Internal Failsafe Drive 64 GB USB pen drive High Definition video camera Clear-View snapshot camera Wireless microphone Built-in microphone plus covert backseat microphone Crash sensor One year limited hardware warranty	$ 3,300.00	21%	$ 2,607.00
SYSFS-02	FUSION IN-CAR SYSTEM With Wireless Upload 4.3" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 64GB Internal Failsafe Drive 64 GB USB pen drive High Definition video camera Clear-View snapshot camera Wide angle backseat IR camera Wireless (WiFi) upload module, 802.11 a/g/n Wireless microphone Built-in microphone plus covert backseat microphone Crash sensor One year limited hardware warranty	$ 3,600.00	21%	$ 2,844.00
SYSM7-05-A	TITAN M7v- Video Mobile Data Computer CPU Module: Intel Core i7 Processor (4 M Cache, 2.0 GHz) DDRIII 4GB Industrial RAM 12" 1600 NIT Touchscreen Monitor 256GB SSD Internal Drive 32 GB Solid State Removable HDD Bluetooth Smart Power Module (SPM) w/ UPS Front facing color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n wireless card Keyboard w/ touchpad Microsoft Windows 7 Three year limited hardware warranty	$ 10,189.87	21%	$ 8,050.00

SKU #	In-Car Configuration & Equipment Options	MSRP	Discount %	SCS Price
MZZ-01	Adapter Plate (required for all cars, except for Ford Crown Victoria and 2012 Dodge Charger)	$ 120.00	25%	$ 97.50
SCOPT-02	Laptop/MDC Integration	$ 200.00	25%	$ 150.00
SCOPT-03	Dual Microphone Receiver Module (Receiver Only)	$ 180.00	25%	$ 135.00
SCOPT-04	Crash Sensor	$ 180.00	25%	$ 135.00
SCOPT-07	Video Streaming	$ 260.00	25%	$ 195.00
SCOPT-40	COBAN MultiView Solution Supports up to 4 cameras. Cameras sold separately.	$ 3,275.00	25%	$ 2,456.25
SCOPT-31	Detached Wide Angle IR Camera (includes 1 - 12ft extension)	$ 230.00	25%	$ 171.25
SCOPT-10	Radar Integration (Radar type must be confirmed, pd must provide cable and or interface components)	$ 200.00	25%	$ 150.00
SCOPT-14	Wired - Visor Mount Ethernet Port (per vehicle)	$ 100.00	25%	$ 75.00
SCOPT-27	Wireless - Dual Shotglass 802.11 A/G Fixed (Per Vehicle)	$ 260.00	25%	$ 195.00
SCOPT-34	Single Shot Glass Antenna 802.11 A/G Fixed (A/G Only)	$ 150.00	25%	$ 131.25
SCOPT-24	Wireless - Motorcycle 2.4 / 5.0GHz antenna	$ 400.00	25%	$ 300.00
SCOPT-32	Noptic Thermal Camera Interface	$ 260.00	25%	$ 195.00
SCPKB-DRA-0202	G5 Receiver Antenna	$ 60.00	25%	$ 45.00
SCPKB-DRA-0400	G5 Second Sync Pkg B	$ 125.00	25%	$ 93.75

SKU #	Additional / Optional Equipment / Spares	MSRP	Discount %	SCS Price
SCPKB-031	Edge Transmitter Package Includes Transmitter, Lapel Mic, Charger, Antenna, AC/DC Adaptors for charger and Leather Holster.	$ 450.00	25%	$ 337.50
SCPKB-DRA-0100	G5 Wireless Microphone Package Includes: Transmitter, Battery, Lapel Mic, Antenna, Charger, AC/DC Adapters for charger	$ 450.00	25%	$ 337.50
SCPKB-034	Edge Transmitter Antenna	$ 16.00	25%	$ 12.00
SCPKB-DRA-0107	Lapel Microphone	$ 65.00	25%	$ 48.75
SCPKB-012	Edge Lithium Ion Battery	$ 40.00	25%	$ 30.00
SCPKB-019	Edge - Microphone Pouch	$ 30.00	25%	$ 22.50
SCMH-G3-60SD	Additional EDGE SD/HD 64 GB Solid State Drive	$ 600.00	25%	$ 450.00
SCMH-32SDD	EDGE 32GB SS Removable SSD	$ 500.00	25%	$ 375.00
SCMH-M7-32SD	Additional TITAN M7 32GB Removable Solid State Drive	$ 500.00	25%	$ 375.00
SCMH-M7-64SD	Additional TITAN M7 64GB Removable Solid State Drive	$ 625.00	25%	$ 468.75
SCAA-08	TITAN M7 Lab Power Supply	$ 130.00	25%	$ 97.50
SCAA-015	Support Kit TITAN M7 32 GB USB thumb drive Mini keyboard Lab power supply	$ 260.00	25%	$ 195.00
SCFS-01-20	Additional 64 GB USB Pen Drive - FUSION	$ 195.00	25%	$ 146.25
SCOPT-FS-02	Additional Cable - for Standard Installation - FUSION	$ 155.00	25%	$ 116.25
SCOPT-FS-01	Additional Cable - for Portable Installation - FUSION	$ 75.00	25%	$ 56.25
SCOPT-FS-04	Optional FUSION wireless Upgrade	$ 960.00	25%	$ 720.00
SCOPT-FS-03	FUSION Mount (Required for vehicles with Interior Light Bar)	$ 100.00	25%	$ 75.00
MAM7-01	TITAN M7 Mount, CPU / Monitor, Keyboard/Camera/Power Supply mount only (No Pedestal or Arm)	$ 330.00	25%	$ 247.50
SKU #	**Hardware**	**MSRP**	**Discount %**	**SCS Price**
	Wireless Hardware and Network Equipment Note: To Be Determined from Site Survey			
WIR-10	Wired - CAT 6 w/ Retractable Housing	$ 660.00	25%	$ 495.00
SCPKE-DRA-0500	G5 10 Microphone Charging Bank	$ 890.00	25%	$ 495.00
SCAA-06	Tech Support Kit (minimum 1 SCAA-06 or SCAA -013 required)	$ 260.00	25%	$ 195.00
SCAA-013	Tech Support Kit w/ 5.7" Touchscreen Monitor (minimum 1 SCAA-06 or SCAA -013 required)	$ 660.00	25%	$ 495.00
BMIS-00	Removable Hard Drive - Mobile HDD Up-Load Stand	$ 335.00	25%	$ 251.25
BMIS-07	Removable Hard Drive - Multi Upload Cradle (4 HDD)	$ 1,275.00	25%	$ 956.25

SKU #	Software	MSRP	Discount %	SCS Price
WLIC-09	DVMS - Enterprise - Multi-location (Per Year Per Location) Includes one (1) Year Maintenance/Support and Upgrades	$ 1,350.00	25%	$ 1,000.00
WLIC-20	COBAN DR Manager Solution - Software License with First Year Technical Support	$ 6,665.00	25%	$ 4,998.75
WMAIN-113	COBAN DR Manager Solution Annual Renewal - Software Maintenance and Technical Support	$ 1,600.00	25%	$ 1,200.00
WMAIN-117	COBAN DVMS Automated DVD Burning Solution Software Annual Renewal - Software Maintenance and Technical Support	$ 790.00	25%	$ 592.50
WLIC - 14	DVMS - Automated DVD Burning Solution Software	$ 4,000.00	25%	$ 2,995.00

SKU #	Back Office Setup Configuration & Services	MSRP	Discount %	SCS Price
LSET-17	**BACKOFFICE SETUP PACKAGE A** Initial project Deployment Includes 2 Day Onsite Back Office Setup (Configuration, Setup, Training). Includes travel/accommodations for 2 night.	$ 4,000.00	25%	$ 3,000.00
LSET-18	One Day Additional Onsite Setup	$ 1,600.00	25%	$ 1,200.00
LSET-16	Set-up & Training for MDT Integration / AVL./ Video Streaming (COBAN will train client on three (3) Setups, Client will be responsible for remaining units.)	$ 175.00	25%	$ 131.25
LSET-19	**BACKOFFICE SETUP PACKAGE B** 4 Day Onsite project Deployment. Includes Configuration, Setup, Training and two additional days (3 car installation or 16 hours flex). Includes travel and hotel	$ 6,600.00	25%	$ 4,950.00
LSRV-03	Project Management Fee / Hr.	$ 200.00	25%	$ 150.00
LSET-50	Server Remote Setup	$1,500.00	25%	$ 1,125.00
LSRV-08	Professional Services / Hr. $150.00 - $300.00	$ -		
LSRV-04	Wireless Site Survey (per day) **Equipment to be determined from Site Survey***	$ 3,325.00	25%	$ 2,493.75
LSRVC-03	Project Management Fee / Hr.	$ 200.00	25%	$ 150.00

SKU #	*Installation - All installations are on-site.*	MSRP	Discount %	SCS Price
LINST-01	**EDGE** In-Car Hardware Installation / Car - Coban certified personnel to install equipment on site. Charge includes Travel, Lodging, etc. (minimum of 5 car installation)	$ 600.00	25%	$ 450.00
LINST-13	**TITAN M7 VMDC** Hardware Installation (per vehicle) - COBAN certified personnel to install equipment on site.	$ 850.00	25%	$ 637.50

SKU #	*Training - All training courses to be conducted on site (except online refresh courses)*	MSRP	Discount %	SCS Price
	Training prices are based on one trainer per day. An additional charge of $1000.00 per day will need to be added for additional day.			
LTRN-01	In-Car On-Site Installation Training - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, agency personnel are trained on installation of Coban TopCam Edge In-Car Hardware	$ 2,700.00	25%	$ 2,000.00
LTRN-07	In-Car On-Site Installation Training Certification - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, trained personnel are certified on installation of Coban TopCam Edge In-Car Hardware. Course includes follow-up onsite visit by Coban personnel for inspection, validation and Certification of Training for agency personnel.	$ 4,700.00	25%	$ 3,500.00
LTRN-04	Fusion user training - on-line, remote training, 2 Hour session	$ 540.00	Optional	$540.00
SKU #	*Shipping*	MSRP	Discount %	SCS Price
LSHIP-01	Shipping per unit cost (EDGE/TITAN)	$ 70.00	25%	$ 56.00
LFEE-053	Shipping - Miscellaneous (Fusion, Spares, Options)	$ 35.00	25%	$ 26.25
LSHIP-03	Shipping per unit cost (Server, Auto-DVD, etc)	TBD		TBD

Warranty, Support, Maintenance

SKU #	*Software Maintenance*	MSRP	Discount %	SCS Price
WDVMS-LC1	DVMS Maintenance, Support, Upgrades -Year 1 - Discount applies if purchased at time of order	$ 230.00	33%	$ 154.10
WDVMS-LC2	DVMS Maintenance, Support, Upgrades -Year 2 - Discount applies if purchased at time of order	$ 230.00	33%	$ 154.10
WDVMS-LC3	DVMS Maintenance, Support, Upgrades - Year 3 - Discount applies if purchased at time of order	$ 230.00	33%	$ 154.10
WLIC-26	COBAN C-CUBE SOLUTION - Software License with First Year Technical Support	$ 290.00	33%	$ 154.10
WMAIN-123	COBAN C-CUBE SOLUTION ANNUAL RENEWAL - Software Maintenance and Technical Support	$ 290.00	33%	$ 154.10
WLIC-24	COBAN C-CUBE EXPRESS - Software License with First Year Technical Support	$ 90.00	33%	$ 60.30
WMAIN-124	COBAN C-CUBE EXPRESS ANNUAL RENEWAL - Software Maintenance and Technical Support	$ 90.00	33%	$ 60.30

SKU #	Extended Hardware Warranty -	MSRP	Discount %	SCS Price
WARR-E2	EDGE - Fourth Year Extended Warranty	$ 535.00	25%	$ 401.25
WARR-E3	EDGE - Fifth Year Extended Warranty	$ 740.00	25%	$ 555.00
WARR-M7-40	TITAN M7v VMDC Fourth Year Extended Warranty Standard extended Hardware Warranty - First, Second, Third Year Included	$ 1,060.00	25%	$ 795.00
WARR-M7-50	TITAN M7v VMDC Fifth Year Extended Warranty Standard extended Hardware Warranty - First, Second, Third Year Included	$ 1,200.00	25%	$ 900.00
WARR-FS-002	FUSION 2nd Year Support and Warranty	$ 180.00	15%	$ 153.00
WARR-FS-003	FUSION 3rd Year Support and Warranty	$ 295.00	15%	$ 250.75

SKU #	Service Support Out of Warranty/No Warranty	MSRP	Discount %	SCS Price
LSRV-02	Non Warranty Service Charge/Hour	$ 200.00	25%	$ 150.00

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES, ITMO
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award
Posting Date: April 07, 2017

AWARD REINSTATED

June 7, 2017

The Intent to Award has been reinstated as a result of the
Chief Procurement Officer's decision dated May 23, 2017
Maximum Contract Period has been adjusted accordingly

Solicitation: **5400012134**
Description: **IN-CAR/IN-BUS DIGITAL RECORDING SYSTEMS**
Agency: **Statewide Term Contract**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00:00, April 18, 2017.** Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

NO AWARD IS MADE ON LOTS: 1, 3, 4, 6, 7, 8, 9, 11.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing
(a) by email to protest-itmo@itmo.sc.gov ,
(b) by facsimile at 803-737-0102 , or
(c) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201.

Contract Number: 4400015789
Awarded To: COBAN TECHNOLOGIES INC (7000047167)
11375 WEST SAM HOUSTON PARKWAY SOUTH SUITE 800

HOUSTON TX 77031

Total Potential Value: $ 1,500,000.00
Maximum Contract Period: June 12, 2017 through June 11, 2022

Lot 2

Item	Description	Total
00004	COBAN TECHNOLOGIES EQUIPMENT	$ 27,359.76
00005	INSTALLATION - COBAN TECHNOLOGIES UNIT	$1,087.50
00006	MAINTENANCE - COBAN TECHNOLOGIES UNIT	$ 214.40

Contract Number: 4400015815
Awarded To: KUSTOM SIGNALS INC (7000051231)
9652 LOIRET BOULEVARD
LENEXA KS 66219

Total Potential Value: $ 1,500,000.00
Maximum Contract Period: June 12, 2017 through June 11, 2022

Lot 5

Item	Description	Total
00013	KUSTOM SIGNALS EQUIPMENT	$ 9,632.00
00014	INSTALLATION - KUSTOM SIGNALS UNIT	$ 400.00
00015	MAINTENANCE - KUSTOM SIGNALS UNIT	$ 1,800.00

Contract Number: 4400015810
Awarded To: WATCHGUARD VIDEO (7000000914)
415 CENTURY PARKWAY
ALLEN TX 75013

Total Potential Value: $ 1,500,000.00
Maximum Contract Period: June 12, 2017 through June 11, 2022

Lot 10

Item	Description	Total
00028	WATCHGUARD VIDEO EQUIPMENT	$ 15,105.00
00029	INSTALLATION - WATCHGUARD VIDEO UNIT	$ 280.00
00030	MAINTENANCE - WATCHGUARD VIDEO UNIT	$1,000.00

Procurement Officer
JOHANNE M. SULLIVAN, CPPB

R1848-18

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

SALES QUOTE

Quote No.: 371283
Date: 8/18/2017
Page: 1 of 4

Bill to: Attn: Accounts Payable
City of Columbia - Finance Department
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2018 WARRANTY & DVMS	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 9/17/17

Line	Item Number	Description	Quantity	Unit Price	Extended
1	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 30 EDGE IN CAR SYSTEM for: PO # P130404 Invoice # 5558 (Date: 1/25/13) 9/01/2017 to 1/24/2018 ($550/365 * 146 = $220)	30	220.00 /UT	6,600.00
2	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 30 DVMS SOLUTION LICENSE for: PO # P130404 Invoice # 5558 (Date: 1/25/13) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)	30	168.10 /UT	5,043.00
3	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 1 EDGE IN CAR SYSTEM for: PO # P141609 Invoice # 7773 (Date: 3/21/14) 9/01/2017 to 3/20/2018 ($400/365 * 201 = $220.27)	1	220.27 /UT	220.27
4	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 1 EDGE IN CAR SYSTEM for: PO # P141609 Invoice # 7773 (Date: 3/21/14) 3/21/2018 to 6/30/2018 ($550/365 * 102 = $153.70)	1	153.70 /UT	153.70
5	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P141609 Invoice # 7773 (Date: 3/21/14) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)	1	168.10 /UT	168.10
6	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 35 EDGE IN CAR SYSTEM for: PO # P141793 Invoice # 7891 (Date: 4/04/14) 9/01/2017 to 4/03/2018 ($400/365 * 215 = $235.62)	35	235.62 /UT	8,246.70
7	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 35 EDGE IN CAR SYSTEM for: PO # P141793 Invoice # 7891 (Date: 4/04/14) 4/04/2018 to 6/30/2018 ($550/365 * 88 = $132.60)	35	132.60 /UT	4,641.00
8	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	35	168.10 /UT	5,883.50

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

SALES QUOTE

Quote No.: 371283
Date: 8/18/2017
Page: 2 of 4

Bill to: Attn: Accounts Payable
City of Columbia - Finance Department
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2018 WARRANTY & DVMS	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 9/17/17

Line	Item Number	Description	Quantity	Unit Price	Extended
		35 DVMS SOLUTION LICENSE for: PO # P141793 Invoice # 7891 (Date: 4/04/14) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)			
9	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 12 DVMS BWC SOLUTION LICENSE for: PO # P144075 Invoice # 8283 (Date: 6/19/14) 9/01/2017 to 6/30/2018 ($90/365 * 303 = $74.71)	12	74.71 /UT	896.52
10	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P143052 Invoice # 8555 (Date: 8/07/14) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)	2	168.10 /UT	336.20
11	WMAIN-117	COBAN DVMS AUTOMATED DVD SOLUTION RENEWAL 1 DVMS AUTO DVD BURNER SOLUTION LICENSE for: PO # P145965 Invoice # 8845 (Date: 9/30/14) 9/01/2017 to 6/30/2018 ($592.50/365 * 303 = $491.86)	1	491.86 /UT	491.86
12	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 10 EDGE IN CAR SYSTEM for: PO # P146242 Invoice # 9012 (Date: 10/24/14) 10/24/2017 to 6/30/2018 ($400/365 * 250 = $273.97)	10	273.97 /UT	2,739.70
13	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 10 DVMS SOLUTION LICENSE for: PO # P146242 Invoice # 9012 (Date: 10/24/14) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)	10	168.10 /UT	1,681.00
14	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 3 EDGE IN CAR SYSTEM for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 12/05/2017 to 6/30/2018 ($400/365 * 208 = $227.95)	3	227.95 /UT	683.85
15	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3 DVMS SOLUTION LICENSE for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)	3	168.10 /UT	504.30

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

SALES QUOTE

Quote No.: 371283
Date: 8/18/2017
Page: 3 of 4

Bill to: Attn: Accounts Payable
City of Columbia - Finance Department
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2018 WARRANTY & DVMS	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 9/17/17

Line	Item Number	Description	Quantity	Unit Price	Extended
16	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 33 EDGE IN CAR SYSTEM for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 1/09/2018 to 6/30/2018 ($400/365 * 173 = $189.59)	33	189.59 /UT	6,256.47
17	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 33 DVMS SOLUTION LICENSE for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)	33	168.10 /UT	5,547.30
18	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 2 EDGE IN CAR SYSTEM for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 2/06/2018 to 6/30/2018 ($400/365 * 145 = $158.90)	2	158.90 /UT	317.80
19	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)	2	168.10 /UT	336.20
20	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 2 EDGE IN CAR SYSTEM for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 2/06/2018 to 6/30/2018 ($400/365 * 145 = $158.90)	2	158.90 /UT	317.80
21	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 9/01/2017 to 6/30/2018 ($290/365 * 303 = $240.74)	2	240.74 /UT	481.48
22	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 300 DVMS BWC SOLUTION LICENSE for: PO # P155404 Invoice # 11255 (Date: 12/18/15) 9/01/2017 to 6/30/2018 ($90/365 * 303 = $74.71)	300	74.71 /UT	22,413.00
23	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	168.10 /UT	168.10

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SALES QUOTE

Quote No.: 371283
Date: 8/18/2017
Page: 4 of 4

Bill to: Attn: Accounts Payable
City of Columbia - Finance Department
PO Box 147
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Ship to: Attn: Eric C. Goodwill
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1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2018 WARRANTY & DVMS	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 9/17/17

Line	Item Number	Description	Quantity	Unit Price	Extended
		1 DVMS SOLUTION LICENSE for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)			
24	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 14 DVMS SOLUTION LICENSE for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)	14	168.10 /UT	2,353.40
25	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 4 DVMS SOLUTION LICENSE for: PO # P159838 Invoice # 12436 (Date: 8/19/16) 9/01/2017 to 6/30/2018 ($202.50/365 * 303 = $168.10)	4	168.10 /UT	672.40
26	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 30 DVMS BWC SOLUTION LICENSE for: PO # P162740 Invoice # 13231 (Date: 1/20/17) 1/21/2018 to 6/30/2018 ($90/365 * 161 = $39.70)	30	39.70 /UT	1,191.00
27	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 47 DVMS SOLUTION LICENSE for: PO # P161855 Invoice # 13238 (Date: 1/20/17) 1/21/2018 to 6/30/2018 ($202.50/365 * 161 = $89.32)	47	89.32 /UT	4,198.04

*** South Carolina State Contract # 4400002942

Sub Total:	82,542.69
Sales Tax:(8.00%)	
Total Amount:	82,542.69
Balance:	82,542.69

8/18/2017 11:32 AM

R192513

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

SALES QUOTE

Quote No.: 391564
Date: 8/16/2018
Page: 1 of 5

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

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2018-19 WARRANTY	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 9/15/18

Line	Item Number	Description	Quantity	Unit Price	Extended
1	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 30 DVMS SOLUTION LICENSE for: PO # P130404 Invoice # 5558 (Date: 1/25/13) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)	30	154.10 /UT	4,623.00
2	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 1 EDGE IN CAR SYSTEM for: PO # P141609 Invoice # 7773 (Date: 3/21/14) 7/01/2018 to 3/20/2019 ($555/365 * 263 = $399.90)	1	399.90 /UT	399.90
3	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P141609 Invoice # 7773 (Date: 3/21/14) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)	1	154.10 /UT	154.10
4	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 35 EDGE IN CAR SYSTEM for: PO # P141793 Invoice # 7891 (Date: 4/04/14) 7/01/2018 to 4/03/2019 ($555/365 * 277 = $421.19)	35	421.19 /UT	14,741.65
5	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 35 DVMS SOLUTION LICENSE for: PO # P141793 Invoice # 7891 (Date: 4/04/14) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)	35	154.10 /UT	5,393.50
6	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 12 DVMS BWC SOLUTION LICENSE for: PO # P144075 Invoice # 8283 (Date: 6/19/14) 7/01/2018 to 6/30/2019 ($90/365 * 365 = $90)	12	90.00 /UT	1,080.00
7	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P143052 Invoice # 8555 (Date: 8/07/14) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)	2	154.10 /UT	308.20
8	WMAIN-117	COBAN DVMS AUTOMATED DVD SOLUTION RENEWAL 1 DVMS AUTO DVD BURNER SOLUTION LICENSE for: PO # P145965 Invoice # 8845 (Date: 9/30/14) 7/01/2018 to 6/30/2019 ($592.5/365 * 365 = $592.5)	1	592.50 /UT	592.50
9	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 10 EDGE IN CAR SYSTEM for: PO # P146242 Invoice # 9012 (Date: 10/24/14) 7/01/2018 to 10/23/2018 ($401.25/365 * 115 = $126.42)	10	126.42 /UT	1,264.20
10	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY	10	380.14 /UT	3,801.40

8/21/2018 4:29 PM

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

SALES QUOTE

Quote No.: 391564
Date: 8/16/2018

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

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2018-19 WARRANTY	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 9/15/18

Line	Item Number	Description	Quantity	Unit Price	Extended
		10 EDGE IN CAR SYSTEM for: PO # P146242 Invoice # 9012 (Date: 10/24/14) 10/24/2018 to 6/30/2019 ($555/365 * 250 = $380.14)			
11	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	10	154.10 /UT	1,541.00
		10 DVMS SOLUTION LICENSE for: PO # P146242 Invoice # 9012 (Date: 10/24/14) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)			
12	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY	3	172.59 /UT	517.77
		3 EDGE IN CAR SYSTEM for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2018 to 12/04/2018 ($401.25/365 * 157 = $172.59)			
13	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY	3	316.27 /UT	948.81
		3 EDGE IN CAR SYSTEM for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 12/05/2018 to 6/30/2019 ($555/365 * 208 = $316.27)			
14	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	3	154.10 /UT	462.30
		3 DVMS SOLUTION LICENSE for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)			
15	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY	33	211.07 /UT	6,965.31
		33 EDGE IN CAR SYSTEM for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2018 to 1/08/2019 ($401.25/365 * 192 = $211.07)			
16	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY	33	263.05 /UT	8,680.65
		33 EDGE IN CAR SYSTEM for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 1/09/2019 to 6/30/2019 ($555/365 * 173 = $263.05)			
17	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	33	154.10 /UT	5,085.30
		33 DVMS SOLUTION LICENSE for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)			
18	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY	2	241.85 /UT	483.70
		2 EDGE IN CAR SYSTEM for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2018 to 2/05/2019 ($401.25/365 * 220 = $241.85)			
19	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY	2	220.48 /UT	440.96
		2 EDGE IN CAR SYSTEM for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 2/06/2019 to 6/30/2019 ($555/365 * 145 = $220.48)			

COBAN Technologies, Inc.
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SALES QUOTE

Quote No.: 391564
Date: 8/16/2018

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

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2018-19 WARRANTY	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 9/15/18

Line	Item Number	Description	Quantity	Unit Price	Extended
20	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)	2	154.10 /UT	308.20
21	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 2 EDGE IN CAR SYSTEM for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 7/01/2018 to 2/05/2019 ($401.25/365 * 220 = $241.85)	2	241.85 /UT	483.70
22	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 2 EDGE IN CAR SYSTEM for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 2/06/2019 to 6/30/2019 ($555/365 * 145 = $220.48)	2	220.48 /UT	440.96
23	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)	2	154.10 /UT	308.20
24	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 300 DVMS BWC SOLUTION LICENSE for: PO # P155404 Invoice # 11255 (Date: 12/18/15) 7/01/2018 to 6/30/2019 ($90/365 * 365 = $90)	300	90.00 /UT	27,000.00
25	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 1 EDGE IN CAR SYSTEM for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 3/10/2019 to 6/30/2019 ($401.25/365 * 113 = $124.22)	1	124.22 /UT	124.22
26	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)	1	154.10 /UT	154.10
27	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL 1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 4/29/2019 to 6/30/2019 ($1000/365 * 63 = $172.6)	1	172.60 /UT	172.60
28	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE	1	371.96 /UT	371.96

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SALES QUOTE

Quote No.: 391564
Date: 8/16/2018

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

Ship to: Attn: Eric C. Goodwill
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1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2018-19 WARRANTY	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 9/15/18

Line	Item Number	Description	Quantity	Unit Price	Extended
		1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 4/29/2019 to 6/30/2019 ($2155/365 * 63 = $371.96)			
29	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	2	42.29 /UT	84.58
		2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 4/29/2019 to 6/30/2019 ($245/365 * 63 = $42.29)			
30	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	2	2.01 /UT	4.02
		2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P158668 Invoice # 12132 (Date: 6/27/16) 6/28/2019 to 6/30/2019 ($245/365 * 3 = $2.01)			
31	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	14	154.10 /UT	2,157.40
		14 DVMS SOLUTION LICENSE for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)			
32	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	4	154.10 /UT	616.40
		4 DVMS SOLUTION LICENSE for: PO # P159838 Invoice # 12436 (Date: 8/19/16) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)			
33	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL	30	90.00 /UT	2,700.00
		30 DVMS BWC SOLUTION LICENSE for: PO # P162740 Invoice # 13231 (Date: 1/20/17) 7/01/2018 to 6/30/2019 ($90/365 * 365 = $90)			
34	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	47	154.10 /UT	7,242.70
		47 DVMS SOLUTION LICENSE for: PO # P161855 Invoice # 13238 (Date: 1/20/17) 7/01/2018 to 6/30/2019 ($154.1/365 * 365 = $154.1)			
35	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	127.92 /UT	127.92
		1 DVMS SOLUTION LICENSE for: PO # P166454 Invoice # 14531 (Date: 8/31/17) 9/01/2018 to 6/30/2019 ($154.1/365 * 303 = $127.92)			
36	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	26	50.66 /UT	1,317.16
		26 DVMS SOLUTION LICENSE for: PO # P168334 Invoice # 15422 (Date: 3/02/18) 3/03/2019 to 6/30/2019 ($154.1/365 * 120 = $50.66)			
37	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	2	41.80 /UT	83.60

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Quote No.: 391564
Date: 8/16/2018
Page: 5 of 5

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Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2018-19 WARRANTY	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 9/15/18

Line	Item Number	Description	Quantity	Unit Price	Extended
		2 DVMS SOLUTION LICENSE for: PO # P169850 Invoice # 15565 (Date: 3/23/18) 3/24/2019 to 6/30/2019 ($154.1/365 * 99 = $41.8)			
38	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	24.49 /UT	24.49
		1 DVMS SOLUTION LICENSE for: PO # P170176 Invoice # 15758 (Date: 5/03/18) 5/04/2019 to 6/30/2019 ($154.1/365 * 58 = $24.49)			
39	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	2	10.98 /UT	21.96
		2 DVMS SOLUTION LICENSE for: PO # P168952 Invoice # 15848 (Date: 6/04/18) 6/05/2019 to 6/30/2019 ($154.1/365 * 26 = $10.98)			

*** South Carolina State Contract # 4400002942

Sub Total:	101,228.42
Sales Tax:(8.00%)	
Total Amount:	101,228.42
Balance:	101,228.42

8/21/2018 4:29 PM

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a one (1) year Lease Purchase Agreement for Motorola Radios, as requested by the Police Department. Award to Motorola Inc., using the South Carolina State Contract 4400013531, in the amount of $327,101.78. The vendor is located in Blythewood, SC.**

REQUISITION NO.: **R192494**

FINANCIAL IMPACT: **Funding Source: Police Administrative Services - Radio Equipment1012402 – 627800. The original budgeted amount is $327,101.78.**

ORIGINAL BUDGET: **$327,101.78**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

This is year one (1) of a five (5) year agreement.

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

ATTACHMENTS:

- **#a:** Equipment Lease-Purchase Agreement (PDF)
- #b: Motorola Invoice (PDF)

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24188

LESSEE:

City of Columbia
1401 Main Street
Columbia SC 29201

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached heretoand unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion , in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER,

AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

October 25, 2017

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

RE: Self-Insurance for a Schedule Number **24188** to that certain Equipment Lease Purchase Agreement Number **24188** dated the _____ day of October, 2017, by and between **CITY OF COLUMBIA** as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;

2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;

3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;

4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;

5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;

6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;

7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;

8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.

10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment..

11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.

12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: **City of Columbia**

By: Teresa Wilson

Title: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of November 2017.

LESSEE:
City of Columbia

By: Teresa Wilson
Title: City Manager

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: Assistant Treasurer

CERTIFICATE OF INCUMBENCY

I, Ms. Erika Moore do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of the City of Columbia, an entity duly organized and existing under the laws of the **State of South Carolina** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number**24188**, between City of Columbia and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000,attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Columbia, hereto this 21st day of November 2017.

By: Erika D. Moore SEAL
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24188 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

_____

Attorney for City of Columbia

APPROVED AS TO FORM
Legal

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: **24188**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24188** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months **Commencement Date:** **October 1, 2017**
First Payment Due Date: **October 1, 2018**

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Columbia (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 3.070%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/1/2017	$ 1,495,041.00	1		
2	Payment	10/1/2018	$ 327,101.78	5	Annual	10/1/2022

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/1/2017				$ 1,495,041.00
1	10/1/2018	$ 327,101.78	$ 45,897.76	$ 281,204.02	$ 1,213,836.98
2	10/1/2019	$ 327,101.78	$ 37,264.80	$ 289,836.98	$ 924,000.00
3	10/1/2020	$ 327,101.78	$ 28,366.80	$ 298,734.98	$ 625,265.02
4	10/1/2021	$ 327,101.78	$ 19,195.64	$ 307,906.14	$ 317,358.88
5	10/1/2022	$ 327,101.78	$ 9,742.90	$ 317,358.88	$ -
Grand Totals		$ 1,635,508.90	$ 140,467.90	$ 1,495,041.00	

INITIAL INSURANCE REQUIREMENT: $1,495,041.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24188** to that Equipment Lease Purchase Agreement number **24188** will be maintained by the City of Columbia as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

_____
Name of insurance provider

_____
Address of insurance provider

_____
City, State and Zip Code

_____
Phone number of local insurance provider

_____
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24188** , City of Columbia , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 24188 to that Equipment Lease Purchase Agreement number 24188. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24188 and list any deductibles.

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **City of Columbia?**

3. Does the equipment replace existing equipment?

   If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

   If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24188 Lease Schedule A No. : 24188

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24188. See Schedule A for a detailed Equipment List.

LESSEE:

City of Columbia

By: _____

Date: _____

Bank Qualified Statement

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODEAND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #24188) held on or before September_____, 2017, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Columbia (Lessee) and Motorola Solutions, Inc. (Lessor).

2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
500 WEST MONROE ST. 44TH FLOOR
CHICAGO, IL 60661

MOTOROLA SOLUTIONS

R1924194

ATTN: MAJOR R.J. HINES
CITY OF COLUMBIA
1401 MAIN STREET
COLUMBIA, SC 29201

Contract #	:	678-0024188-000
Date Due	:	10/01/2018
Invoice Number	:	27135
Invoice Date	:	08/07/2018
Current Charges	:	.00
Total Due	:	327,101.78

FOR QUESTIONS CONCERNING THIS INVOICE CONTACT: HANNAH CLIFF (847-260-7133)

THANK YOU FOR CHOOSING MOTOROLA CREDIT CORP FOR YOUR FINANCING NEEDS

Contract No. 678-0024188-000

Date	Description	Base Payment	Sales/Use Tax	Late Charge	Contract Total
	ANNUAL PYMT-COLUMBIA POLICE APEX 6000 LEASE PURCHASES				
10/01/2018	Lease Payment Future Due	327,101.78			327,101.78
			678-0024188-000 Total		327,101.78

To ensure proper credit, please include this portion with your payment

ATTN: MAJOR R.J. HINES
CITY OF COLUMBIA
1401 MAIN STREET
COLUMBIA, SC 29201

Contract #	:	678-0024188-000
Date Due	:	10/01/2018
Invoice Number	:	27135
Invoice Date	:	08/07/2018
Current Charges	:	.00
Total Due	:	327,101.78

Remit To:

MOTOROLA SOLUTIONS CREDIT
COMPANY LLC
P.O. BOX 71132
CHICAGO, IL 60694-1132

Address Change Information:

Name _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Zip Postal Code _____

Attention _____ Telephone # _____

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of three (3) RAM 2500 Crew Cab Pickup Trucks, as requested by Columbia Water. Award to Performance CDJR, using the SC State Contract in the amount of $80,484.00. This vendor is located in Clinton, NC.**

REQUISITION NO.: **R191715**

FINANCIAL IMPACT: **Funding Source: Utilities Wastewater Maint - Auto,Trucks, Hvy Equip-Capital 5516205-658500. The original budgeted amount is $85,302.72.**

ORIGINAL BUDGET: **$85,302.72**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Qty	Description	Unit Price	Extended Amount	Request Total
3	Ram 2500 Pickup Truck, 4x2, ¾ ton, Crew Cab	$24,998.00	$74,994.00	
3	Posi-Traction/Limited Slip/Locking Differential Rear Axle	$375.00	$1,125.00	
3	Spray-In Bedliner	$460.00	$1,380.00	
3	Vehicle Backup Camera System	$495.00	$1,485.00	
3	Sales Tax		$1,500.00	
				$80,484.00

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

ATTACHMENTS:

- **#a:** SC State Contract (PDF)

Department of Utilities & Engineering
Wastewater Division (UEWW)

Date: July 24, 2018

Priority: 1st

Requestor: Joseph Harley

Requisition # R191715

Approval:

P.O. #

Type of Request *click all that apply*

Cost Account Number: 658500 AUTOS & TRUCKS

Qty	Unit	Price	Totals	Complete Description
3	Each	$ 24,998.00	$74,994.00	RAM 2500 Pickup Truck, 4x2, 3/4 ton Crew cab
3	Each	$ 375.00	$1,125.00	Posi-Traction/Limited slip/Locking differential rear axle
3	Each	$ 460.00	$1,380.00	Bed liner
3	Each	$ 495.00	$1,485.00	Backup Camera system
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	

VENDOR Performance CDJR
Contact: Amy Hill
Phone: 910.592.5337
Fax: 910.249.6408

Subtotal:	$78,984.00
Sales Tax:	$1,500.00
Shipping & Handling:	$0.00
Total Cost:	$80,484.00

End User: Wastewater Maintenance

replacement of VCN# 18733, 20125 & 19086 Budgeted FY 18-19 **State Contract# 4400017301**

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

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

PU-7: Truck, Pickup, 4x2, 3/4 Ton, Crew Cab

Contract Number:	**4400014484**	Contractor:	**Performance CDJR**
Initial Contract Term:	11/1/2016 - 10/31/2017	Address:	605 Warsaw Rd. Clinton, NC 28328
Contract Rollover Dates:	11/1/2017 - 10/31/2018	Vendor #:	7000241847
Order Cuttoff Date:	**10/11/2018**	Contact:	**Amy Hill**
Model:	**Ram 2500 Crew Cab DJ2L91**	Email:	ahill@performancecdjr.com
Commodity Code:	07202	Telephone:	**910-592-5337**
Delivery Days ARO:	90-120	Fax:	**910-249-6408**

BASE PRICE $24,998.00

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

Optional Additions

4x4 Package - State Standard Spec	$2,996.00
Auxiliary Power Connection-Standard State Spec	$25.00
Diesel Engine (6.4L Cummins Turbo Diesel, 410 HP)	$8,994.00
Long Bed	$171.00
Posi-Traction/Limited Slip/Locking Differential Rear Axle	$375.00
Spray-In Bedliner	$460.00
Towing Package - State Standard Spec	Factory Standard
Vehicle Backup Camera System	$495.00
Winch - State Standard Spec	$1,925.00

Optional Deductions

Power Mirrors	Factory Standard

Delivery Information

Does not apply to this contract.

Return to Index

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

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

PICKUP INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cuttoff Date	Base Price
PU-1: Truck, Pickup, Compact, 4x2, 4 Cylinder ***Nissan Frontier S 31016***	11/1/16 - 10/31/17	11/1/17 - 10/31/18	TBD	$19,289.00
PU-2: Truck, Pickup, 4x2, Intermediate, Extended Cab ***Chevrolet Colorado WT 12M53***	11/1/17 - 10/31/18	TBD TBD	4/26/18	$22,967.00
PU-3: Truck, Pickup, 4x2, 1/2 Ton, Regular Cab, 6' Body, Flex Fuel ***Ram 1500 DS1L61***	11/1/16 - 10/31/17	11/1/17 - 10/31/18	4/26/18	$19,285.00
PU-4: Truck, Pickup, 4x2, 1/2 Ton, Extended Cab, Flex Fuel ***Chevrolet Silverado 1500 CC15753***	11/1/17 - 10/31/18	TBD - TBD	3/22/18	$21,080.00
PU-5: Truck, Pickup, 4x4, 1/2 Ton, Crew Cab, Flex Fuel (SCDNR Spec) ***Chevrolet Silverado 1500 WT CK15543***	11/1/17 - 10/31/18	TBD - TBD	4/9/18	$29,614.00
PU-6: Truck, Pickup, 4x2, 3/4 Ton, Crew Cab ***Ford F250 XL Reg Cab F2A***	11/1/16 - 10/31/17	11/1/17 - 10/31/18	TBD	$22,176.00
PU-7: Truck, Pickup, 4x2, 3/4 Ton, Crew Cab ***Ram 2500 Crew Cab DJ2L91***	11/1/16 - 10/31/17	11/1/17 - 10/31/18	10/11/18	$24,998.00
PU-8: Truck, Pickup, 4x4, 3/4 Ton, Crew Cab, Heavy Duty ***Ram 2500 Tradesman DJ7L91***	11/1/17 - 10/31/18	TBD - TBD	TBD	$30,252.00
PU-9: Truck, Pickup, 4x4, 3/4 Ton, Extended Cab, Heavy Duty Diesel ***Ford F-250 X2B***	11/28/16 - 10/31/17	11/1/17 - 10/31/18	TBD	$31,710.00
PU-10: Truck, Pickup, 1 Ton, 4x4, Extended Cab ***Ram 3500 Crew Cab D28L92 Dual Rear Wheels***	11/1/16 - 10/31/17	11/1/17 - 10/31/18	10/11/18	$33,593.00

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of one (1) 2018 Caterpillar Excavator, as requested by Columbia Water. Award to Blanchard Machinery, using the Sourcewell Cooperative Contract (formerly National Joint Powers Alliance) in an amount not to exceed $224,597.00. This vendor is located in West Columbia, SC.**

REQUISITION NO.: **R191374**

FINANCIAL IMPACT: **Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment - Capital 5516205-658300. The original budgeted amount is $221,000.00. Additional funding to be utilized from the Machinery & Equipment account.**

ORIGINAL BUDGET: **$221,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

ATTACHMENTS:

- **#a:** Blanchard Quote (PDF)
- #b: NJPA Contract 032515-CAT (PDF)

Department of Utilities & Engineering
Wastewater Division (UEWW)

Type of Request *click all that apply*

Date: July 16, 2018 Priority: _____

Requestor: Jason Manchee 7-17-18 Requisition # R191374

Approval: _____ P.O. # _____

Cost Account Number: 658300

Qty	Unit	Price	Totals	Complete Description
1	Each	$ 224,097.00	$ 224,097.00	Caterpillar M318F
				36" severe duty bucket with teeth and side cutters
				Pin Grabber quick coupler
				VA Boom with 8'6" stick/LED lights
				Front blade with rear outriggers/8600lb. Counter weight
				35mph arrangement/Product Link
				rotating beacon/back up alarm
				Tires, Mitas 10.00-20 dual

Vendor: Blanchard Caterpillar
Contact: Brian Smith
Phone: 518-0113
Fax:

Subtotal: $224,097.00
Sales Tax: $500.00
Shipping & Handling:
Total Cost: $224,597.00

End User: Wastewater Maintenance

Justification:
This excavator is to replace the Linkbelt VCN 20753 that has been surplused.

Budgeted FY 18-19 $ 221,000.00 / 2018 NJPA Contract 032515-CAT

~~was sole source NJPA contract~~

Per J. Manchee when using NJPA Contract, no other quotes are needed 7/17/18

Blanchard CAT
3151 Charleston Hwy
West Columbia SC 29172
Phone (803) 518-0113 bsmith@blanchardmachinery.com

Quotation

DATE 7/12/2018

CITY OF COLUMBIA SC
Mr. Jason Manchee

Prepared by: Brian Smith

Model	Description	Sales Price
Caterpillar M318F	NEW MACHINE	$224,097
	36" SEVERE DUTY BUCKET WITH TEETH AND SIDE CUTTERS	
	PIN GRABBER QUICK COUPLER	
	VA BOOM WITH 8' 6" STICK	
	FRONT BLADE WITH REAR OUTRIGGERS	
	LED LIGHTS	
	8600 LB. COUNTERWEIGHT	
	35 MPH ARRANGEMENT	
	PRODUCT LINK	
	ROTATING BEACON	
	BACK UP ALARM	
	TIRES, MITAS 10.00-20 DUAL	
	12 MONTH / UNLIMITED HOUR FULL MACHINE WARRANTY	
	84 MONTH / 5,000 HOUR POWERTRAIN AND HYDRAULIC WARRANTY	
	2018 NJPA Contract 032515-CAT	
	SC SALES TAX	500.00
	TOTAL PRICE	$224,597

Thank you for the opportunity to earn your business

Contract Award
RFP 032515 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Caterpillar Inc. Date: 18 MAR 15

Company Address: 100 NE Adams Street

City:Peoria State: IL. Zip: 61629

Contact Person: Mike Hynes Title: Governmental Account Manager

Authorized Signature (ink only): _____ Mike Hynes_
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Caterpillar, Inc
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 20 15 **NJPA Contract Number** 032515-CAT

NJPA Authorized signature: _____ Scott Vernon
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 20 15 **NJPA Contract Number** 032515-CAT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CATERPILLAR INC.

Vendor Authorized signature: _____ MIKE HYNES
(Name printed or typed)

Title: GOVERNMENTAL ACCOUNT MANAGER

Executed this 20th day of MAY, 20 15 **NJPA Contract Number** 032515-CAT

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of a Storm Drain Video Inspection Unit, as requested by Columbia Water. Award to Jet-Vac, using the Sourcewell Cooperative Contract (formerly National Joint Powers Alliance) in an amount of $202,865.59. This vendor is located in Sumter, SC.**

REQUISITION NO.: **R192842**

FINANCIAL IMPACT: **Funding Source: Streets - Storm Drains-Auto, Trucks, Hvy Equip - Capital 5534203-658500. The original budgeted amount is $$203,000.00.**

ORIGINAL BUDGET: **$203,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

ATTACHMENTS:

- **#a:** JetVac NJPA (PDF)

Date	30-Aug-18
Customer Name	City of Columbia - Street Department
Main Contact	Robert Sweatt
Phone	803-545-3790
Email	rasweatt@columbiasc.net

JET-VAC Equipment Company, LLC

RapidView IBAK

NJPA National Joint Powers Alliance®

Per NJPA Contract #122017-RVL Utilized by Jet-Vac Equipment Company LLC Authorized Rapidview Dealer

RapidView NJPA Worksheet - 2016			Quantity	Retail	NJPA Discount	NJPA Contract Price
Cameras						
	901601040	Pressure Test Set	1			$471.74
Tractors - T76						
	V9044001	T76 Camera Tractor	1			$21,249.22
	V9040012	CB 3.2S - T76/86 Camera Base Module (Required for Mainline Operation)	1			$4,743.36
	904116031	T76/86 Camera Elevator	1			$6,967.30
	900406690	Small Pneumatic Tires for T76/86/PANORAMO/LISY (Grey)	1			$1,283.56
	904110390	Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black)	1			$1,316.74
	904100890	X-Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black)	1			$1,892.16
	V0000228	Inclinometer Unit for T66/76/86/PANO 150/LISY (requires software)	1			$3,079.30
	900600130	Inclinometer Adjustment tool	1			$933.12
Controllers						
	V1974002	BS 3.5 - Vehicle Mounted Control Panel	1			$16,111.87
	V8026001	KW305 Synchronized Power Cable Reel	1			$29,476.22
	80017040	Camera Cable Type 524/11 - 1000 feet	1			$5,227.55
	904350020	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope	1			$673.92
	802617031	KW305/505 Upper deflection pulley (attaches to boom)	1			$1,026.43
Conversions						
	VZ000756	Gas Cargo Euro-style Van Conversion	1			$32,607.36
Conversion Extras						
	VZ000306	KW Reel Cabinet with 2 sliding aluminum drawers	1			$1,944.00
Additional Items						
	V4004012	Orpheus 2.0 Pan & Tilt with Zoom	1			$27,915.84
		Ford Transit Van, High Top, dual Axle	1			$44,195.90
		2 Days Training at customer locations	1			$1,750.00
		Total		$ 211,193.31	$ (8,327.72)	$ 202,865.59

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Amendment #3 for Project WM4374; Engineering Services for the Repair of Columbia Canal Head Gates, as requested by Columbia Water. Award to Kleinschmidt Associates at no cost to the City. This firm is located in Columbia, SC.**

REQUISITION NO.: **P162726**

FINANCIAL IMPACT: **This Amendment incorporates required contract language for meeting HUD regulations. There are no changes in funding or costs.**

ORIGINAL BUDGET: **$957,112.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

Attached is Contract Amendment 3 for Council approval for the Columbia Canal Head Gates Repair Engineering Services Project. The attached Amendment identifies the changes being recommended for approval.

ATTACHMENTS:

- **#a:** Kleinschmidt.2018.ColumbiaCanalHeadGates.CA3 (PDF)
- #b: Kleinschmidt.ColumbiaCanalHeadGatesRepairEngineeringServices.CA3 (PDF)

Agreement for Engineering Services
For DR 4241 Columbia Canal Head Gates Repair Engineering Services

Kleinschmidt Associates and City of Columbia, SC

Contract Amendment # 3

October 2, 2018

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Kleinschmidt Associates (Engineer) dated September 6, 2016 (Agreement).

Due to the excessive number of minor changes a copy of the amended contract with changes is attached.

Add Kleinschmidt proposal dated July 13, 2018 Revised July 30, 2018, Revision 2 – September 5, 2018 to the contract. 24 pages. See attached.

Add "Special Provisions" to the contract. 40 pages. See attached.

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

Order of Precedence: In the event of conflicts between the terms and conditions found in the various documents, the order of priority is hereby established as; (1) those found in Community Development Block Grant ("CDBG") regulations, (2) other Federal terms and conditions applicable hereto, and (3) the provisions of the contract with amendments.

Proposed Change and Basis for Payment:

Original Contract Price:	$
Previous Change Orders:	$ -0-
This Change (addition/deletion):	$ -0-
Revised Contract Price:	$

Additional funds are to be provided in the following manner: **This is a no cost amendment.**

APPROVED AS TO FORM
Legal Department City of Columbia, SC

This Change is Acceptable:

By: _____ Paul Cyr,
Kleinschmidt Associates

Recommended for Approval: _____ Assistant City Manager, Columbia Water
Clint Shealy, P.E.

Recommended for Approval: _____ Procurement & Contracts
Sandra A. Wright

Recommended for Approval _____ Assistant City Manager
Melissa Gentry, P.E.

Approval of Change: _____ City Manager
Teresa Wilson

APPROVED AS TO FORM

Legal Department City of Columbia, SC

DR4241 Columbia Canal Head Gates Repair Engineering Services
~~ENGRFQ0005-15-16~~

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Kleinschmidt Associates, (hereinafter referred to as the "Engineer").

WITNESSETH:

WHEREAS, the City of Columbia has been severely and catastrophically affected by record levels of rain from the late evening hours of Saturday, October 3, 2015 through Tuesday, October 6, 2015, a 1000-year rain event; and

WHEREAS, this catastrophic 1000-year rain event resulted in widespread flooding throughout the City of Columbia causing fatalities, injuries, the loss of homes and businesses, causing thousands of individuals to become homeless, loss of potable water and food supplies; and

WHEREAS, the President of the United States, Barack Obama, at the request of South Carolina Governor Nikki Haley declared a Major Disaster pursuant to 42 U.S.C. Section 5170 for the City of Columbia and the County of Richland; and

WHEREAS, the Governor of the State of South Carolina Nikki Haley declared a state of emergency for the State of South Carolina and activated the National Guard for assistance due to the rainfall and resulting flooding; and

WHEREAS, on March 4, 2016 the City issued a Request for Qualifications (RFQ) for DR4241 Columbia Canal Embankment Repair Engineering Services; and

WHEREAS, two Engineers responded to the City's RFQ; and

WHEREAS, Engineer's statement of qualification was determined to be the highest ranked responsive and responsible offeror; and

WHEREAS, the City desires to retain the services of the Engineer to provide the engineering services for the Columbia Canal Embankment Repair Engineering Services project.

WHEREAS, THE City has been granted funds under the CDBG-DR program for the final design and construction oversight of ~~2~~ head gates.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. CONTRACT FOR SERVICES

The City hereby engages the Engineer and the Engineer hereby agrees to perform the services hereafter set

forth. Engineer hereby represents and warrants to City that this Contract complies with applicable federal laws, regulations and executive orders necessary for reimbursement with federal disaster assistance funds at the applicable rate for the services that the City will be requesting reimbursement. Engineer also represents and warrants that ~~all~~ work billed by Engineer under this Contract comports and will comport with federal guidelines for reimbursement with federal disaster relief funds for which the City applies.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Engineer, or any other party pertaining to any matter resulting from the contract.

B. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Engineer shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in *Exhibit A-Mod. 3, Scope of Services from Proposal for Engineering Services, Phase 3 & 4 -DR4241 Columbia Canal Head Gates Final Design and Construction Oversight ~~1 (JN3944006.01) – DR4241 Columbia Canal Head Gates Repair Services~~*, attached hereto. The Engineer has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any City control over the details of Engineer's performance.

C. ACCESS TO RECORDS

The Engineer shall make available for examination by the City all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement.

In addition, the following access to records requirements apply to the Agreement:

1. The Engineer agrees to provide the City, the HUD ~~CDBG Administrator~~Administrator, FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Engineer agrees to provide the HUD ~~CDBG~~ and FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

D. AMENDMENTS

The parties may amend the Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend the 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 parties.

E. CHANGES

1. The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the City shall make an equitable adjustment to the contract price, the delivery schedule, or both, any other affected area and shall amend the contract.

3. The Engineer must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City's authorized representative may receive and act upon a proposal submitted before final payment of the contract.

4. If the Engineer's proposal includes the cost of property made obsolete or excess by the change, the City's representative shall have the right to prescribe the manner of the disposition of the property.

5. Failure to agree to any adjustment shall be subject to the provisions of paragraph GG, Miscellaneous. However, nothing in this clause shall excuse the Engineer from proceeding with the contract as changed.

6. No services for which an additional cost or fee will be charged by the Engineer shall be furnished without the prior written authorization of the Contracting Officer

F. ASSIGNABILITY/SUBCONTRACTING

The Engineer shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the ~~prior~~ written consent from the City. The Engineer 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 Engineer. A listing of first tier Sub consultants/Subcontractors are provided in

Exhibit B-Mod. 3, Sub consultant/Subcontractor Business Information, attached herein.

The Engineer shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

G. BREACH/WAIVER

The failure of either the Engineer or the City to insist upon the strict performance of any provision of the 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 the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

H. FEDERAL FUNDING CONDITIONS

Please see Special Provisions.~~The Federal Funding Conditions have been moved to the Special Provisions of the Contract Modification for Final Design and Construction Oversight.~~

~~The Engineer must comply with the conditions of federal funding as follows:~~

1. ~~**Hatch Act Chapter 15, Title 5, U.S. Code** Engineer further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.~~

2. ~~**Anti-kickback Rules** Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.~~

3. ~~**Americans with Disabilities Act** Engineer agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "AA") as applicable to the Engineer and the activities to be performed by Engineer under the scope of this Agreement. If employing more than fifteen (15) employees, Engineer agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Engineer

agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. ~~If providing public transportation, Engineer agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.~~

~~a) **Title VI Of The Civil Rights Act Of 1964--24 CFR 570.601; Fair Housing Act 24 CFR 570.601 Executive Order 11063--24 CFR 570.601** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Engineer to use Federally-funded property for the purpose for which the Federal funds were awarded.~~

~~b) **Labor Standards & Davis Bacon Act 24 CFR 570.603** Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also apply. Engineers or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.~~

~~c) **National Flood Insurance Program 24 CFR 570.605** This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.~~

~~I. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT~~

~~The Engineer will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).~~

~~The Engineer will report any violation of applicable standards, orders and/or regulations to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).~~

~~The Engineer agrees to include these requirements in each subcontract exceeding Twenty Five Thousand Dollars ($25,000.00) financed in whole or in part with federal assistance provided by FEMA~~.

J. COMMENCEMENT OF SERVICE

The Engineer shall meet with the appropriate City staff members to commence the project ~~at such date after the Notice to Proceed has been issued~~.

K. COMMUNICATION PROTOCOLS

1. City shall designate a City point of contact to coordinate all tasks and invoicing with Engineer. Engineer shall not perform any tasks under this Agreement unless directed to do so by the City's designated point

of contact. Engineer shall submit all invoices to the designated point of contact.

2. Engineer shall direct any questions, inquiries and requests for interviews from the media to the City's Public Relations Department. Engineer shall not issue any press releases, hold briefings, conduct interviews or conduct any other public relations function regarding any matter covered by this Agreement without prior written consent of the City.

L. COMPENSATION

The Engineer's contract shall be a fixed price, not-to-exceed contract. The not-to-exceed amount for this contract and ex~~s~~isting modifications shall be $957,112.00.

The revised manhour rates for this ~~modifcation~~modification~~project~~ are shown in *Exhibit A-Mod. 3, DR4241 Columbia Canal Head Gates Final Design and Construction Oversight* ~~*Scope of Services from Proposal for Engineering Services, Phase 1 (JN3944006.01) – DR4241 Columbia Canal Head Gates Repair Services.*~~

Kleinschmidt's work is to include: generation of a final design for the ~~headgates~~head gates, gate lifting system, trash rack and trash rake system, development of a complete construction bid package to include but not be limited to construction drawings and specifications, opinion of probable construction cost, estimated construction schedule, bid forms, assistance to the City with fil~~l~~ing of all required regulatory and construction permits, assistance to the City with the tendering and evaluation of bids and contracts for the fabrication and replacement of the gates, review shop drawings, provide periodic monitoring of fabrication and construction work and filing of associated reports to the regulating agencies, and generation of record drawings.

~~The not-to-exceed amount for basic services for the assessment, design and construction administration for the Headgates shall be determined using Figure 3 – Engineering and Design Services of Above Average Complexity in the FEMA PA 322 Guide, 2007 (refer to Exhibit D). For Billing purposes, the initial not-to-exceed amount for Basic Services shall be $663,000.00 (based on a preliminary construction estimate of $7.8 million). This fee shall include all four phases of the project (Assessment, Preliminary Engineering, Final Design, Construction Administration). The milestones and estimate percentage for each phase is shown below.~~

~~The Final not-to-exceed amount for Basic Services shall be determined using Figure 3 in FEMA PA Guide 322, 2007. The net construction cost used in the computation of the not-to-exceed amount for Basic Services shall be the lower of the Engineer's Final Estimate and the Low Bid.~~

~~Below are the estimated milestones:~~

~~Assessment~~	~~20%~~
~~Preliminary Engineering~~	~~20%~~
~~Final Design and Construction Documents~~	~~40%~~
~~Construction Administration~~	~~20%~~

~~The following Additional Services will be necessary to perform the work described in the Basic Services. The not-to-exceed amount for these services is $209,526.00.~~

- ~~Headworks Survey~~
- ~~Underwater Inspection~~
- ~~Subsurface Investigation~~

~~The following is a list of Additional Services for which the Engineer shall not proceed unless authorized in writing by the City. The not-to-exceed amount for these services is $59,586.00.~~

- ~~Trash Rack Assessment~~
- ~~Trash Rake Assessment~~
- ~~Power Supply Assessment~~
- ~~Debris Holding Area Assessment~~

Direct Expenses for Travel, Reproduction and Equipment Rental will be invoiced~~reimbursed~~ at cost. ~~The not-to-exceed amount for Direct Expenses is $25,000.00.~~

1. **LIMITATION OF FUNDS**

Funding for this Fixed Priced NOT TO EXCEED agreement is subject to the following terms:

a). The parties estimate that performance of this agreement will not cost the City more than the NOT TO EXCEED amount of $957,112.00. The Consultant agrees to use its best efforts to perform the work specified in the Schedule and fulfill all obligations required under the terms of the agreement within the estimated Fixed Price Not-To-Exceed amount.

b). The Fee Schedule specifies the amount presently allocated by the City for the items and services to be provided during the period of performance. The parties contemplate that the City will allocate funds, based on available funding, not to exceed $957,112.00 inclusive of any fee. The Consultant agrees to perform, or have performed, work under the terms of the agreement up to the point that the total amount paid shall not exceed $957,112.00.

c). The Consultant shall notify the City's Contracting Officer in writing within 60 days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed 75 percent ($717,834.00) the total amount funded and allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of Services.

d). If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Consultant's written request the Contracting Officer will terminate this agreement on such date in accordance with the provisions of the

Termination clause as outlined herein.

e). If the Consultant estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Contracting Officer may terminate this agreement on that later date.

f). Except as required by other provisions of this agreement, specifically citing and stated to be an exception to this clause—

1. The City is not obligated to reimburse the Consultant for costs incurred in excess of $957,112.00; and

2. The Consultant is obligated to continue performance under this agreement (including actions under the Termination clause) in order to completely fulfill the requirements as stated in the agreement and within the amount allocated by the City for such items and/or services.

g). No notice, communication, or representation in any form other than by modification or amendment of the contract or authorization to proceed from the Contracting Officer, shall affect the amount allocated by the City within this agreement.

In the absence of the specified notice, the City is not obligated to reimburse the Consultant for any costs in excess of the total amount allocated.

h). When and to the extent that the amount allocated by the City in the agreement is increased, any costs the Consultant incurs before the increase is authorized, that are in excess of the amount previously allocated by the City may be allowed in order to permit completion of the project.

i). Change orders shall not be considered an authorization to exceed the amount allocated by the City specified in Exhibit A, unless they contain a statement increasing the amount allocated.

j). Nothing in this clause shall affect the rights of the City to terminate this agreement. If this agreement is terminated, the City and the Consultant shall negotiate an equitable distribution of all property produced or purchased under the terms of the agreement, based upon the share of costs incurred by the parties.

2. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is due and owing. The City will not pay interest or penalty on any past due amount. Each invoice must also clearly identify any portion of the fee invoiced for sub consultant services, specified in the Agreement, and identify if the sub-consultant is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business

Enterprise.

The Engineer shall make subcontracting opportunities available to a broad base of qualified subcontractors to ensure maximum participation from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

3. The Engineer shall in performance of the Agreement, only use those sub consultants in the Agreement upon which the Engineer's proposal was based. Sub-consultants substitutions shall only be made upon the ~~Owner's~~ contracting officer's approval. The Engineer shall enter into Agreements with those sub consultants, in the same dollar amount upon which the Engineer's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the ~~Owner~~ contracting officer ~~and the Owner's Notice to Proceed to the Engineer~~. A listing of first tier Sub consultants/Subcontractors are provided in *Exhibit B, Sub—consultant/Subcontractor Business Information*, attached herein.

4. **AFFIRMATIVE ACTION PROCUREMENT AND CONTRACTING GOALS**

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, 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, 1225 Lady Street, Suite 102, Columbia, South Carolina 29201, (803) 545-3950, www.columbiasc.net/OBO.

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

The Engineer must comply with the terms and conditions as outlined herein. The Engineer, shall, in the performance of the contract/agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives (refer to Exhibit C, Small, Minority, Women-Owned Business Objectives).

The Engineer must adhere to federal regulations 2CFR 200.321 and take the following affirmative steps to ensure that Small and Minority Businesses, Women-Owned Businesses and Labor Surplus Area firms are utilized to the fullest extent possible:

2 CFR 200.321 - Procurement and Affirmative Action - Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms

Organizations must take the following affirmative steps to ensure these firms are used when possible:

1. Place qualified small, minority, and woman-owned business on solicitation lists;
2. Assure that such businesses are solicited when they are potential sources;
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permit, which encourage such business to respond;
5. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and
6. Require prime contractors to take the same affirmative steps.

5. SUBCONTRACTING GOALS

As a result of this agreement, the subcontracting goals for Phase 3~~1~~ ~~and~~ Phase 4~~2~~ are as follows:

SB Goals	0%
MBE	~~26.3~~%
WBE	0%
LSA	0%

The Engineer will also be expected to ensure sub consultant/subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

6. Invoicing Procedure:

a) The City's Project Manager or his/her designee must review all invoices prior to payment.

b) The Engineer's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.

c) The work completed on the Engineer's project schedule must be the basis for full or percentage of completion payment on the Engineer's invoice.

d) The Engineer will not request payment for taxes on Professional Services, labor or installation fees.

e) The Engineer will not invoice, or request payment for any equipment or services that may be specified in this contract prior to the delivery of said equipment or performance of said services.

f) The Engineer shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.

g) All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.

h) The Engineer shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.

i) The Engineer shall submit receipts for all actual expenses.

j) Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the contract but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Agreement.).

k) Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov, based on the date of travel.

l) Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation; and

m) Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.

n) Each Invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Engineer shall submit supporting documentation as required by the Contracting Officer or Purchasing agent to support the amount being invoiced.

o) The Engineer shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment. The Engineer shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

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

M. DUTIES UPON TERMINATION

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

N. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

Please see Special Provisions.~~The Federal Funding Conditions have been moved to the Special Provisions of the Contract Modification for Final Design and Construction Oversight.~~

~~During the performance of this Agreement, the Engineer agrees as follows:~~

1. ~~The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

2. ~~The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.~~

3. ~~The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

4. ~~The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

5. ~~The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

6. ~~In the event of the Engineer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~

~~7. The Engineer will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.~~

O. ETHICS

Engineer and any Sub consultant or Subcontractor is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, et seq, 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 the 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.

P. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under the Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Engineer, the City will notify the Engineer as soon as practicable of such request.

Q. INDEMINFICATION, HOLD HARMLESS AND INSURANCE

1. The Engineer shall provide to the City evidence of the following insurance:

   Workers Compensation Insurance - The Engineer shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is sublet, 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 Engineer's Worker Compensation Insurance. The Engineer shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability Insurance - General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The Engineer shall procure and maintain for the duration of the Agreement insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Engineer, his agents, or representatives, employees or subcontractors.

a) Commercial General Liability Insurance: Coverage in an amount not less the 1,000,000.00 per occurrence, and $2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

b) Automobile Liability Insurance- $500,000.00 combined single limit per accident for bodily injury and property damage.

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 limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Agreement.

a) The Engineer shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.

b) The minimum E&O Policy limits to be provided by the successful Engineer shall be $5,000,000 per occurrence and $2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Agreement.

c) Notice of Cancellation and/or Restriction: The policy must provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

2. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer

~~and any sub-contractor of the Engineer~~ commencing any services under the Agreement and this insurance shall remain in effect throughout the term of the Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

3. The Engineer shall hold harmless; and indemnify the City from actual claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in the Agreement, but only to the extent any of the foregoing are caused by the Engineer's negligence in performing the services under this Agreement.

R. INDEPENDENT ENGINEER

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Engineer shall at all times remain an independent Engineer with respect to the services to be performed under the agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

S. INTEREST OF ENGINEER

The Engineer covenants that he 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 the Agreement or which is adverse to the interests of the City of Columbia. The Engineer further covenants that in the performance of the Agreement no person having such interest shall be employed.

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

T. LICENSES, PERMITS AND TAXES

1. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under the Agreement. The Engineer shall be responsible for any costs relating to same.

2. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under the Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-

way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

3. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

4. The Engineer shall procure a City of Columbia business license while performing services under the Agreement.

U. NOTICE

1. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed ~~to: Specialto:~~ Special Project Manager 1737 Main Street, Columbia, SC 29201~~(need address for Greg Tucker) Director of Utilities and Engineering, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217~~.

2. Written notice to the Engineer shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to Contracts Officer, Kleinschmidt Associates, 141 Main Street, Pittsfield, ME 04967.

V. OVERSIGHT

1. The City will maintain oversight to ensure the Engineer performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)~~)~~() (General Procurement Standards) and 44 C.F.R. §13.36 (Procurement).

2. The Engineer shall be responsible as an independent contractor for performance of all services required by the Agreement. The Engineer does not act as the City's agent or employee.

W. OWNERSHIP OF PROJECT DOCUMENTS

All data, documents or work product of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by the Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by the Agreement. The City acknowledges that the work product is not represented as suitable for any other use or purpose without adaptation by the Engineer, and any such use or reuse shall be at the sole risk of the City.

X. REMEDIES

The Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

Y. SCHEDULE OF COMPLETION OF ACTIVITIES

Time is of the essence. The Engineer shall complete any and all services performed under the Agreement within the timeframes as outlined in the Agreement.

If Engineer foresees a 10-working day delay, Engineer shall give ~~thirty (30) days prior~~ written notice to the ~~Utilities & Engineering Department~~ Project Manager. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Engineer must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Utilities & Engineering Department to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Engineer.

Z. SEVERABILITY

If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

AA. STATE LAW APPLICABLE

The Agreement shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this contract.

BB. SUCCESSORSHIP

The agreement shall be binding upon the Engineer and upon its successors and assignees.

CC. SUSPENSION AND DEBARMENT

Please see Special Provisions.

The Engineer is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Engineer is required to verify that none of the Engineer(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

The Engineer must comply 2 C.F.R. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a requirement to comply with these regulations in any contracts with its sub-consultants it enters into.

Execution of the Agreement is a material representation of fact relied upon by the City. If it is later determined that the Engineer did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Engineer agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 pt. ~~3000, sub~~3000, sub-~~part C~~part C during the duration of the project and throughout the period of any Agreement that may arise from this project.

The Engineer further agrees to include a provision requiring such requirements in its contracts with its sub-consultants.

The Engineer shall notify the City in accordance with Notice, if your firm or subcontractor becomes suspended or debarred during the course of this project. In the event that a sub-consultant becomes suspended or debarred during the course of this project, the parties will work together to determine what if any, course of action to be taken with regard to the suspended or debarred sub-consultant. This Agreement may be terminated in accordance with Termination of Agreement.

DD. TERM OF AGREEMENT

The Agreement shall expire, unless terminated earlier as provided for herein and shall be for a period of three (3) years unless earlier terminated by either party as provided herein. The Agreement shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. If the applicant closeout process has not been completed within this time period, the City may extend the agreement in order to ensure the Engineer is available through the applicant closeout process.

The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an

extension of the initial term or any additional term.

EE. TERMINATION OF AGREEMENT

The City may terminate the Agreement at any time upon any of the following grounds:

1. Non-Appropriation

Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

2. Termination of Agreement for Cause

If, through any cause, the Engineer shall fail to fulfill in a timely and proper manner these obligations under the Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Agreement shall become the property of the City provided that the Consultant shall not be responsible for any further use of any unfinished documents.

Notwithstanding the above, the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Engineer and the City may withhold any payments to the Engineer until such time as the exact amount of damages due to the City from the Engineer is determined.

The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

3. Termination for Convenience of the City

The City may terminate this Contract at any time by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten~~thirty~~ (1~~3~~0) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property, provided that the Consultant shall not be responsible for any further use of any unfinished documents.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be

treated as a termination for convenience under this clause;

4. Force Majeure;

5. Upon expiration of the term of this Agreement; and

6. By mutual agreement

FF. USE OF RECOVERED MATERIALS

1. The Engineer shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conversation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Engineer shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

   a) competitively within a timeframe providing for compliance with the Agreement performance schedule;

   b) meeting Agreement performance requirements; or

   c) at a reasonable price.

2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

GG. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Engineer may amend the Agreement.

HH. MISCELLANEOUS

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

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

3. The Agreement is subject to City Council approval.

4. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

5. The Engineer acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies ~~For~~for False Claims and Statements) applies to the Engineers actions pertaining to the Agreement.

6. The Uniform Rules authorize Federal ~~Emergency Management Agency~~Housing and Urban Development (HUD and/or FEMA) to require additional provisions for non-federal entity agreements. ~~FEMA~~HUD and /or FEMA, pursuant~~suit~~ to its authority, requires the following:

   a) To be eligible for HUD and/or FEMA assistance under the City's HUD and/or FEMA grant or cooperative agreement, the cost of the change, modification, contract amendment, or constructive change must be allowable, allocable, with the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope in accordance with Section B, Amendments, above.

   b) The Engineer and their successors, transferees, assignees, and subcontractors (in accordance with Section U., Ownership of Project Documents, herein) acknowledge and agree to comply with applicable provisions governing department and HUD and/or FEMA access to records, accounts, documents, information, facilities, and staff ~~(per department of Homeland Security standards terms and conditions, v. 3.0 ¶ XXVI. (2013)~~(See Special Provisions - ~~and (in accordance with Section. A.,~~ Access to Records~~, herein~~.)

7. Buy American Act (41 U.S.C. 10a et seq.)

   The Buy American Act applies to any contract that is funded in whole or in part by funds under the Disaster Mitigation Act of 2000. The Engineer must comply with the requirements of the Buy American Act and require that all subcontractors also comply with this Act.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ By: _____
Witness Teresa Wilson, City Manager

KLEINSCHMIDT ASSOCIATES

_____ By: _____
Witness Name/Title:

DR4241 Columbia Canal Head Gates Repair Engineering Services
~~ENGRFQ0005-15-16~~

RECOMMENDED BY: _____
~~Joseph D. Jaco, PE, Director of Utilities and Engineering~~

RECOMMENDED BY: _____
Melissa A. Smith Gentry, PE, ACM for Operations

RECOMMENDED BY: _____
Sandra A. Wright, CPPB, Purchasing Agent / Director of Procurement and Contracts

Kleinschmidt.2016.DR4241.Columbia.Canal.HeadGates.Repair.Engineering.Services.agr.final.9-22-16.doc/ssl

Exhibit A, Scope of Services from Proposal for Engineering Services, Phase 1 (JN3944006.01) – DR4241 Columbia Canal Head Gates Repair Services

Exhibit B, Sub consultant/Subcontractor Business Information

Exhibit C, Small, Minority, Women-Owned Business Objectives

Exhibit D, Figure 3 – Engineering and Design Services of Above Average Complexity in the FEMA PA 322 Guide, 2007

Special Provisions

40 pages

FEDERAL TERMS AND CONDITIONS (Revised 5/4/18)

1. Federal Funding

The Contractor acknowledges that FEMA financial assistance will be used to fund the Contract. Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

3. Access to Records

The Contractor shall make available for examination by the City all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement.

In addition, the following access to records requirements apply to the contract:

A. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Contract/Agreement.

4. Amendments/Changes

The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend the 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 parties.

5. **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 the 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 the Agreement.

6. **Notice**

Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Purchasing Division, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

Written notice to the Contractor shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

7. **Assignability/Sub-contracting**

The Contractor shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent from the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder.

8. **Independent Contractor**

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

9. **Use of Recovered Materials**

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conversation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

A. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

B. Meeting contract performance requirements; or

C. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at https://www.epa.gov/cpg/products.htm.

10. Confidentiality

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under the Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Interest of Contractor

The Contractor covenants for himself and on behalf of his employees that he 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 the Agreement or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Agreement no person having such interest shall be employed.

The Contractor is expected to make its 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 the Agreement.

12. Compliance with the Contract/Agreement Work Hours and Safety Standards Act

Contractor will comply with the following provisions:

A. Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier sub-contractor with the clauses set forth in paragraphs (A) through (D) of this section.

13. <u>Administrative Remedies</u>

The Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event, shall the Contractor be entitled to anticipatory profit or damages for any termination under the Contract. In no event shall the Contractor be entitled to assert a claim in quantum merit or any other measure of damages other than that stated herein.

The Contract shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Contractor agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the Contract and the performance thereof tractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

14. Miscellaneous

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

The Contractor shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder.

In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the 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 the Agreement, if any, shall not be construed against the City.

The Agreement shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Contractor agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the 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.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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.

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.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

16. False Claims Act

Under Liability for Certain Acts

a. In general any person who

i. knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;

ii. knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;

iii. conspires to commit a violation of subparagraph (i), (ii), (iv), (v), (vi), or (vii);

iv. has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;

v. is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;

vi. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or

vii. knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to

the Government, is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104–410 [1]), plus 3 times the amount of damages which the Government sustains because of the act of that person.

17. Changes within the General Scope of the Contract

The City may at any time, by written order, and without notice to the sureties, if any, make changes **within the general scope of this contract** in the services to be performed.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the City shall make an equitable adjustment to the contract price, the delivery schedule, or both, any other affected area and shall amend the contract.

The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City's authorized representative may receive and act upon a proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the City's representative shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be subject to the provisions of section XIV, Miscellaneous. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

18. Claims and Disputes 2 CFR 200 318 (k)

This contract is subject to Contract Disputes.

A. All disputes arising under or relating to this contract shall be resolved under this clause.

B. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a

sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this provision.

All claims must comply with the submission and certification requirements of this provision, if it is disputed either as to liability or amount must be acted upon in a reasonable time.

A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 (Six) months after accrual of the claim to the Contracting Officer for a written decision.

A claim by the City against the Contractor shall be subject to a written decision by the Contracting Officer.

The Contractor shall provide the certification specified below when submitting any claim.

A. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

B. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am authorized to certify the claim on behalf of the Contractor."

C. The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

For Contractor claims, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request.

The Contracting Officer's decision shall be final unless the Contractor appeals.

If the claim by the Contractor is submitted to the Contracting Officer or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall

inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

The City shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, interest shall be paid from the date a proper certification is provided. Simple interest on claims shall be paid at the rate. Which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the State during the pendency of the claim.

The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

19. Disputes

This contract is subject to 41 U.S.C. chapters 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the Claims and Disputes Clause. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

20. Equal Employment Opportunity (EEOC)

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin.

Such action shall include, but not be limited to Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

A. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

B. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

C. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

D. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

E. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

F. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor.

G. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. Severability

If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

22. Clean Air Act and the Federal Water Pollution Control Act

The Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Contractor will report each violation to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each sub-contract exceeding Twenty Five Thousand Dollars ($25,000.00) financed in whole or in part with federal assistance provided by FEMA.

23. Contract Work hours and Safety Standards Act (40 USC 3701 – 3708)

When applicable all contracts awarded by the City in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by the Department of Labor Regulations (29 CFR Part 5) Under 40 USC 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a

rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40.

24. Indemnification, Hold Harmless and Insurance

The Contractor shall provide to the City evidence of Commercial General Liability Insurance in an amount not less than One Million Dollars and No/100 ($1,000,000.00) per occurrence and Two Million Dollars and No/100 ($2,000,000.00) aggregate in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net, and Excess General Liability Insurance in an amount not less than Two Million Dollars and No/100 ($2,000,000.00).

The City has determined that bonding is required for construction projects per 2 C.F.R. §200.325 and 2 C.F.R. §200.325 (a)-(c). Bonding requirements will include: A Bid Bond Guarantee equivalent to 5% of the bid and a Performance and Payment Bond at 100% of the bid.

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 sub-contractor of the Contractor commencing any services under the Agreement and this insurance shall remain in effect throughout the term of the Agreement and any renewals. 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.

The Contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in the Agreement.

25. Licenses, Permits and Taxes

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 the Agreement. The Contractor shall be responsible for any costs relating to same.

The Contractor shall be responsible for identifying 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 the Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC

Construction Permits, SCDHEC Storm Water Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractors Permits, City/County/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.

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.

The Contractor shall procure a City of Columbia business license while performing services under the Agreement.

26. Duties upon Completion

At completion 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 the 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.

27. Termination

The City may terminate the Agreement at any time upon any of the following grounds:

A. Non-Appropriation

Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. Termination for Cause/Default

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under the Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, the City shall have the right to terminate the Contract by giving written notice to the Contractor

of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Contract shall become the property of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency.

In case of default, the City reserves the right to purchase any or all items and/or services on the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting contractor shall be considered until the assessed charges have been satisfied.

C. Termination for the Convenience of the City

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

D. Force Majeure (Act of God);

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

28. Suspension and Debarment

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

Execution of the Contract is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor shall comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000; sub-part C during the duration of the project and throughout the period that may arise from this project. The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions throughout the duration of this contract.

The Contractor shall notify the City, if your firm or sub-contractor(s) becomes suspended or debarred during the course of this project.

This Contract may be terminated in accordance with the Termination for Cause provisions contained elsewhere in the contract.

29. Use of Recovered Materials

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conversation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

30. Invoicing and Payments

The Contractor will comply with all applicable federal, state, and local laws, regulations, executive orders, policies, procedures, and directives related to the billing of services, supplies, equipment, rentals, material, travel and other direct costs (ODCs)as identified in this contract.

The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the contract. Each invoice submitted must describe the services and/or supplies and equipment for which payment is requested as shown in the contract schedule.

If the contract is firm fixed price and progress payments are permitted, the amount being billed, services rendered, percentage of completed work and remaining work shall be included on the invoice.

Each invoice shall bear the signature of the Contractor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is due and amount owed.

The City's Project Manager or his/her designee must review and recommend approval of all invoices prior to payment.

The Contractor shall name a representative that will be responsible for reviewing all invoicing.

All invoices **shall** include a valid Purchase Order number on the bill. Each Purchase Order must be billed separately. In the event of an emergency when emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the contractor's invoice.

Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoices. The submission of an invoice failing to provide the required information may provide the City with the basis with which to reject the invoice as improper.

This total price of the contract is _____. The total amount authorized for payment under the contract shall not exceed this amount unless authorized in writing by the contract and in accordance with the Changes clause specified elsewhere in the contract.

31. Progress Payments under Fixed-Price Construction Contracts

Payment of price. The City shall pay the Contractor the contract price as provided in this contract.

Progress payments. The City may make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract.

A. The Contractor's request for progress payments shall include the following substantiation:

   i. An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

   ii. A listing of the amount included for work performed by each subcontractor under the contract.

   iii. A listing of the total amount of each subcontract under the contract.

   iv. A listing of the amounts previously paid to each such subcontractor under the contract.

   v. Additional supporting data in a form and detail required by the Contracting Officer.

B. In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if:

   i. Consideration is specifically authorized by this contract; and

   ii. The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

   iii. Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (C) (4) from the certification, the certification is still acceptable)

   I hereby certify, to the best of my knowledge and belief, that:

   i. The amounts requested are only for performance in accordance with the specifications, terms and conditions for the contract;

ii. All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

iii. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

iv. This certification is not to be construed as final acceptance of a subcontractor's performance.

32. Excusable Delays

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

33. Stop-work Order

The City may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ____days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties agree the Contracting Officer shall either:

A. Cancel the stop-work order; or

B. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The City shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

A. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

B. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the City decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the City shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the City shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

34. Suspension of Work

The City may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the City determines appropriate for the convenience of the City.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted:

A. By an act of the City in the administration of this contract, or

B. By the City's failure to act within a reasonable time, an adjustment may be made for any increase in the cost of performance (excluding profit) necessarily caused by any unreasonable suspension, delay, or interruption. The contract will be modified in writing accordingly to adjust the time and/or date for performance or completion of the contract.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other causes, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

A. For any costs incurred more than 30 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

B. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

35. Affirmative Action Procurement and Subcontracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Entities (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), and Women-Owned Businesses (WBEs).

The City has implemented an overall citywide 20% goal for **construction** to encourage socially and economically disadvantaged business participation. This goal extends to bidders, 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, 1225 Lady Street, Suite 102, Columbia, South Carolina 29201, (803) 545-3950, www.columbiasc.net/OBO.

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

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

The Contractor must adhere to federal regulations 2CFR 200.321 and take the following affirmative steps to ensure that Small (SBE) and Minority Businesses (MBE), Women-Owned Businesses Entities (WOBE) and Labor Surplus Area (LSA) firms are utilized to the fullest extent possible:

A. **CFR 200.321 - Procurement and Affirmative Action** - Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms

The Contractor shall/must take the following affirmative steps to ensure these firms are used when possible:

i. Place qualified small, minority, and woman-owned business on solicitation lists;

ii. Assure that such businesses are solicited when they are potential sources;

iii. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;

iv. Establish delivery schedules, where requirements permit, which encourage such business to respond;

v. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and

vi. Require prime contractors to take the same affirmative steps.

36. Subcontracting Goals

As a result of the award of this contract, the subcontracting goals for the social-economic groups designated are as follows:

SB Goals	_____%
MBE	_____%
WBE	_____%
LSA	_____%

The Contractor will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

37. Oversight 2 CFR 200.318 (b)

The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b) (General Procurement Standards) and 44 C.F.R. §13.36 (Procurement).

38. System for Award Management (SAM)

Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after

the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete.
Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

39. **Americans With Disabilities Act**

Engineer agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Contractor and the activities to be performed by Contractor under the scope of this Contract. If employing more than fifteen (15) employees, Contractor agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Contractor agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Contractor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

40. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

41. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

CDBG COMPLIANCE PROVISIONS

FOR

PROFESSIONAL SERVICES CONTRACTS

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(applicable to contracts and subcontracts above $10,000)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(applicable to contracts and subcontracts over $10,000)

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. **TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. **ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. **SUBCONTRACTS**

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Kleinschmidt

July 13, 2018
Revised July 30, 2018
Revision 2 - September 5, 2018

VIA ELECTRONIC MAIL

Mr. Gregory Tucker
Special Project's Manager
City of Columbia
1136 Washington Street
P.O. Box 147
Columbia, SC 29217

Proposal for Engineering Services, Job No. 3944006.01-03
DR4241 Columbia Canal - Phase 3 and 4, Canal Head Gates and Lock Gate
Final Design and Construction Oversight

Dear Gregory:

Kleinschmidt Associates (Kleinschmidt) presents this proposal per your request to provide a general scope of work and estimate of engineering fees for the Design and Replacement of Canal Headgates and the Lock Gate at the Columbia Canal (Canal). The engineering work is a continuation of Contract DR4241 and Purchase Order P160961 (collectively the Contract). Phase 3 provides for the design of the gates through bidding of their fabrication and installation, and Phase 4 provides for Construction Oversight services for the fabrication and installation of the gates.

Kleinschmidt understands that the City of Columbia (City) received a grant from the Department of Housing and Urban Development (HUD) for the replacement of the lock gate and replacement of as many of the 12 canal head gates as possible; replacing at a minimum two canal head gates.

The City wishes to replace at least Gates 1 and 2 in the canal headworks to maintain an adequate flow into the canal for use by the municipal water supply treatment plant. Operation of existing Gate 1 is currently performed as needed locally via a portable power supply. Operation of the replacement gates will continue to be performed locally via individual electric hoists and a single portable port supply until a permanent power supply is installed under future phases of the work.

The work for replacement of the lock gate and head gates will be performed using the design-bid-fabricate/construct form of contracting for the replacement of the gates. Kleinschmidt will generate the final designs for the head gate and lifting system, and for the lock gate. The work will include the development of construction drawings and specifications, assist the City with filing construction permits, assist the City with tendering and evaluation of bids and contracts for the fabrication and replacement of the gates, review shop drawings, provide periodic monitoring of fabrication and construction work and filing of associated reports to the regulating agencies, and generation of record drawings.

Kleinschmidt assumes that the contract issued for construction work to replace the head gates and lock gate will be separate from any contract issued to perform other repairs to the canal downstream of the canal head gate structure.

PROPOSED SCOPE OF WORK

The following is a brief description of the work to be performed:

PHASE 3, DESIGN - 2018

TASK 1: FINAL DESIGN

The design of the head gate and lifting system is not to restrict or interfere with the future installation of trash racks and trash raking system as described in Sections 2.5 and 2.6 of the *Technical Basis Report for Phase 2 Preliminary Engineering - Analysis Columbia Canal Head Gates Repair Services*, Kleinschmidt, (draft) February 2017 (*Phase 2 Report*). The gate and lifting system will be designed as follows and as discussed with personnel from the City, Lockhart Power Company, and Landmark Consulting during meetings on August 4, 2017, and March 6, 2018, and during discussions between August 2017 and May 2018.

Head Gates:

- Type: Slide gate; self-contained/support guides, sill, header, and hoist yoke. Gate guides will be similar in arrangement/geometry to the existing guides.
- Gate Seals: None, gates will not be watertight. High density polyethylene (HDPE) plastic rub pads will be mounted on the gate sliding on stainless steel slide plates attached to the gate guides to reduce sliding friction.
- Structural Design, Hydrostatic Differential:
    - Dewatered Loading: 18 feet differential, headpond 3.5 feet over Diversion Dam (~25,000 cubic feet per second [cfs]), canal at gate invert.
    - Flood Loading (controls design): 24 feet differential; headpond at top of headworks, canal at crest of spillway gates.
- Corrosion Protection Paint: WB HRZS by Polyset, or equivalent equal. WB HRZS is a waterborne, high ratio zinc silicate single coat paint intended for use in submerged and abrasive marine applications.
- Lifting System (as discussed):
    - Screw stem actuator arranged to operate the gate in a pull-pull manner rather than in a pull-thrust manner to raise and lower a gate.
    - Weighting of the gates to ensure closure will not be required.
    - Power will be required to open and close the gates under normal or emergency operations.
    - Gate positioning can be remotely monitored.
    - The arrangement of the lifting system will be similar to that utilized by Lockhart Power Company for the canal headworks at their Lockhart Hydroelectric Plant.
    - The type of gate operator used for the final design may be dictated by the State Historical Preservation Officer (SHPO) and visual aesthetics associated with the height and

configuration of the gate operators. Should the screw stem actuator operator be found to be unacceptable to the SHPO then an alternate lifting system could be utilized.

- The design of the hoist system will not occur until concept approval has been obtained from SHPO and any other agency who may have interest in the visual aesthetics of the lifting system.
- To facilitate SHPO's review and assessment of the gate hoist concept, a simple architectural rendering depicting the head gate and head gate hoist will be generated using Figure 5-1 from the *Phase 2 Report*. The drawings will not only illustrate the head gates in the raised position projecting above the top of the head gate structure, the renderings will illustrate the drag line trash rack system and safety fence that is currently envisioned for future installation at the head gate structure as shown on Figure 5-1. Because of the importance on obtaining approval from the SHPO, the renderings will be provided 14 days after receipt of notice to proceed.

- Lifting System (alternate):
  - A modern cable hoist lifting system would be used that will be low profile similar to that of the cable hoist system currently installed on the headgates.
  - Weighting of the gates is required to ensure gate closure.
  - Power will be required to open or close the gates under normal or emergency operations.
  - Difficult to remotely monitor gate position with a cable hoist system. An obstruction beneath the gate will prevent a gate from closing but there is nothing to shut down the hoist to prevent the unspooling of all the hoisting cable (unspooling of cable on the existing hoists is not an issue because their operation is visually monitored and controlled locally at the hoist).
- Control System:
  - It is intended that the gate operator's control system will be designed for remote operation and monitoring/instrumentation, integrated with the existing powerhouse supervisory control and data acquisition (SCADA) system. Radio from headworks to powerhouse.
  - Until all headgates are replaced and a permanent power supply is provided, the gates will be operated locally via manual, electrical control.
  - The control system will be designed by North Fork Electric, Inc. (NFEI) under subcontract to Kleinschmidt. NFEI was the designer and fabricator of the SCADA system that is used to operate the powerhouse and all remotely operated canal spillway radial gates associated with the hydroelectric project.

- Power Supply:
  - As addressed in the *Phase 2 Report*, Section 2.10, the existing power supply to the headworks structure is inadequate to support the demands of existing power loads and the future power loads for the headgate lifting system and trash rake. As such the power supply system will be upgraded after all 12 headgates have been replaced and in conjunction with the installation of the trash raking system. The installation of trash racks and an electrified trash raking system will be performed under a future phase of work for the head gate structure.
  - Until the power supply system is upgraded, the power to operate the replaced gates will be temporarily provided by a portable generator which will be included as part of the

construction work. Each of the hoists will have a weather-proof electrical socket to accept power from the portable generator.

- The temporary power supply, along with considerations for integration with the future upgraded power supply, will be designed by NFEI under subcontract to Kleinschmidt.

- Other Design Work Associated with the Head Gates:
  - Concrete Floor: A reinforced concrete overlay will be placed over the existing deteriorated timber and concrete floors that extend upstream and downstream of the headgates. The overlay will be anchored to the foundation rock.
  - Cofferdam: The work to remove the existing gate guides, install the new guides, and install the concrete overlay will be performed by underwater by divers. Kleinschmidt will design a small, moveable steel cofferdam that will be installed on the downstream side of the headgate structure to allow dewatering of the work. The cofferdam will remain as property of the City and could be used to dewater the other headgates when they are replaced. The bulkheads currently in place on the upstream side of the headgates will require sealing; however, it will serve as the upstream cofferdam.
  - Existing Bulkhead at Head Gate 1: The two-section bulkhead will be modified to include a grillage attached to the upstream side of the bulkhead to restrict large debris from passing through the vertical opening between the bulkhead sections.
  - Existing Bulkhead at Head Gate 2: The two-section bulkhead will be modified to include a vertical opening between the bulkhead sections as currently exists for Gate 1. The opening will include a grillage attached to the upstream side of the bulkhead to restrict large debris.

Lock Gate:

The existing wood gate, located in the boat lock at the west end of the canal head gate structure, is in a deteriorated condition and is to be replaced with a reinforced concrete wall. Details of the lock gate is described in the *Phase 2 Report*, Section 2.11.

- The gate will be replaced with an angled reinforced concrete wall that is shaped like the existing gate.
- The wall will be designed for an allowable load associated with the extreme flood loading condition with the impoundment at the top of the headgate structure at elevation 171.71 (approximately the 100-year flood elevation in the Broad River at the Diversion Dam) and canal level at elevation 147.51, the elevation of the canal spillway crest.
- The wall will be designed as a water-retaining structure in compliance with the Federal Energy Regulatory Commission (FERC) Engineering Guidelines for a Significant Hazard Project and the American Concrete Institute design code.
- The wall will be designed to be constructed in the dry, requiring the general contractor to fabricate a temporary bulkhead gate to be installed in existing bulkhead slots on the upstream side of the lock gate with an earthen cofferdam installed on the downstream side of the gate.
- The visible portions of the upstream and downstream sides of the wall will be covered with a non-structural wood overlay to aesthetically resemble a wood gate.

Opinion of Probable Construction Costs (OPCC)

- Provide an OPCC for the replacement of head gates and accessories replacement of the lock gate as described above. The OPCC will identify the costs for the "base construction work" to replace two head gates and the lock gate, and the costs to replace each additional pair of head gates thereafter. The OPCC with be provided with the 90% design review package.

TASK 2: CONSTRUCTION DOCUMENTS

Generate 9 to 12 drawings to delineate the requirements for the new head gates, guides, lifting and control systems, and the wall to replace the lock gate. The drawings will define the extent of demolition, construction access and erosion and sediment control, and location of temporary bulkheads and details of the cofferdams. Supporting information will include drawings, photographs and sketches of the existing bulkheads and head gates, and the existing lock gate. Most construction documents will be suitable for reuse in the replacement of any headgates remaining after expending the HUD's grant money.

Generate 6 to 8 specification sections describing the work and detail technical requirements for the fabrication and installation of the various components of the work. The specifications will include the initial outline of the Quality Control and Inspection Program (QCIP) to be used in the fabrication and construction of the head gates and hoists, and the wall replacing the lock gate. The QCIP is required by FERC and the requirements are outlined in FERCs *Engineering Guidelines for the Evaluation of Hydropower Projects (Guidelines)*, Chapter VII. The specifications will outline the requirements for the general contractor's development of a Temporary Construction Emergency Action Plan (TCEAP) which will be followed by all personnel on site. The TCEAP is required by FERC for projects where construction personnel are working downstream of or in cofferdams; the requirements are outlined in FERCs *Guidelines*, Chapter VI.

Kleinschmidt assumes that the City will develop all contract and bid documents needed for the construction.

All drawings will be developed using AutoCAD, and specifications will be developed using Microsoft Word. A draft of the drawings and specifications will be provided in electronic form to the City for review prior to being submitted to FERC, HUD or Federal Emergency Management Agency (FEMA), and any other reviewing agency. Upon completion of the design work an electronic copy of the drawings and specifications will be provided in AutoCAD and Word, respectively, and in PDF format for the City's use. The PDF version of the drawings and specifications will be the only version containing the Engineer's P.E. stamp; the PDF version will be the formal "sealed hard-copy" of the drawings and specifications. Four bound and one unbound hard copy of the drawings (11 inches by 17 inches) and specifications will be provided for the City's use in obtaining bids for the installation of the gates.

As discussed during the meeting on August 4, 2018, the contractor will be allowed/given the option to access and stage the work using a barge mounted crane located on the upstream side of the headworks or via a crane located atop the headworks structure. Staging from the top of the headgate structure may require the demolition of the existing hoists for one or two of the existing gates east of the head gates to be replaced and may also require the installation of temporary beams to distribute and support crane loads across the gate piers extending upstream of the headgate structure. The design of temporary beams to support crane loads will be the responsibility of the general contractor.

Staging from the top of the headgate structure may greatly restrict or preclude public access across the structure during construction.

The construction drawings and specifications will be submitted to the City for review and use at 50% design stage, 90% design stage, and 100% design stage. The 90% design stage documents will be suitable for submittal to FERC for their review and should also be suitable for use in obtaining construction bids. The 100% design stage documents will be signed and stamped by Kleinschmidt's Project Manager.

TASK 3: CONSTRUCTION PERMITS

Assist the City personnel in obtaining the permits necessary to allow the replacement of the headgate. Kleinschmidt assumes that City personnel/legal staff will file for the permits and Kleinschmidt will provide the information to be incorporated into the permit application.

Based on Kleinschmidt's understanding of the work, it is our opinion that "permits" or review and approval of the work will be required as follows. Kleinschmidt believes that the work can be considered as routine repairs with work possibly considered as support emergency conditions caused by the flood of October 2015. Access to the site will be via routes that have been previously disturbed and historically and routinely used to access the downstream and upstream sides of the canal head gate structure and associated dike.

- Federal Energy Regulatory Commission:
    - Submit the design and construction documents of temporary and permanent water retaining elements for review and approval. FERC will review and approve the QCIP, TCEAP, and Erosion & Sediment Control Plan. Work associated with the QCIP and TEAP is covered in Phase 4, Task 1.
    - FERC will probably conduct inspections of the on-site work most probably occurring when the first existing gate is removed, when the first new gate is installed, and upon completion of all work to witness testing.
    - It is assumed that the submittal of documents provided by Kleinschmidt will be made by City's legal department.
- U.S. Department of Housing and Urban Development and Federal Emergency Management Agency:
    - Submit design package for review. Information submitted to HUD and or FEMA, or any other agency with regulatory authority will be the same information submitted to FERC.
    - Kleinschmidt assumes that Landmark Consulting will coordinate the design package submittal.
- United States Army Corp of Engineers:
    - Section 10 Navigable Waters Permit.
    - It is assumed that Kleinschmidt will prepare the permit application (description of construction activities and 8.5 inch by 11inch permit drawings) but that the application will be filed by Landmark Consulting on behalf of the City in conjunction with other permitting work associated with the October 2015 flood event.
- State Historical Preservation Officer (SHPO):
    - SHPO will be consulted. Kleinschmidt will coordinate and arrange a single, 4-hour site meeting for SHPO to view and discuss the proposed modifications.

- Architectural type rendering drawings showing the arrangement of the head gate structure, the headgates and operators, trash raking system, and trash containment system generated in Phase 3, Task 1 will be submitted to SHPO for review. The submittal will include photos and other available information on the headgate structure and associated equipment. It is Kleinschmidt's opinion that the SHPO does not have prescriptive authority to prohibit the use of the proposed screw jack rising stem headgate operators. Information will be submitted electronically, and the documents will be provided to the City for submittal to SHPO.

- Railroad Encroachment Permit:
  - Kleinschmidt assumes that the City's legal department will review rights-of-way and easements and determine in consultation with the railroad if there is a need of an Encroachment Permit. The proposed gate replacement work along with the construction/installation of trash racks and rake, dike repairs, and a debris removal handling facility along with future needs for maintenance access and debris removal in theory will require an Encroachment Permit. Kleinschmidt assumes that the City will prefer to address encroachment access to the dam in perpetuity.
  - Information provided by Kleinschmidt for the City's use in addressing the Encroachment Permit will be generated for the permits from the United States Army Corp of Engineers coupled with drawings generated for the gate replacement work.
  - An allowance of 4 hours is assumed for discussion with City personnel regarding encroachment permitting.
- Land Disturbance Permit:
  - Richland County because the City will be the applicant.
  - Once Richland County approves the Land Disturbance it will be forwarded to South Carolina Department of Health and Environmental Control (SCDHEC).
  - Kleinschmidt assumes that Landmark Consulting will file for the permit on behalf of the City.
- Wetland Consultants:
  - Provide technical assistance to the City's wetland consultant who will identify and address potential impacts to any wetlands or endangered species located in the vicinity immediately upstream of the canal head gate structure and associated dike.
  - Kleinschmidt understands the wetland consultant will identify and address any temporary construction impacts and any permanent impacts as may be caused by the replacement of head gates and the future construction/installation of trash racks and rake, dike repairs, and a debris removal handling facility described in *Phase 2 Report*, Section 2.0.
  - The technical assistance to be provided has been budgeted as a single site meeting with the consultants to discuss the work with an additional 16 hours of follow-up to review their documents or respond to their questions.
- Other Work Associated with Permitting:
  - Provide 4 hard copies of permit drawings, and construction drawings and specifications with wet sealed PE Stamp for submittal to reviewing agencies.
  - Provide up to 40 hours of the Project Manager's time to respond/address questions via telephone from City personnel submitting the permits or to address/respond to questions from permitting agencies.

Other than for the design review submittals to FERC, HUD and/or FEMA, the permit application documents will be provided to the City for review 60 days after of receipt of notice to proceed.

TASK 4: PROJECT ADMINISTRATION

- Work associated with routine communications and discussions via telephone/e-mail with the City including invoicing and general administrative duties are considered Project Administration. During the design phase of the work, Kleinschmidt's Project Manager will discuss the progress of work with the City via telephone, or if preferred, a brief e-mail can provide the pertinent information.
- Kleinschmidt has budgeted for two, 1-day meetings with the City that are general in nature, may be requested. The meetings will be attended by Kleinschmidt's Project Manager.
- Kleinschmidt has budgeted for three, 1-day meetings with the City and regulating agencies to discuss the design and construction of the gates operators, and lock gate. The meetings will be attended by Kleinschmidt's Project Manager and minutes distributed as appropriate.

PHASE 4, CONSTRUCTION OVERSIGHT - 2019

TASK 1: BIDDING AND CONSTRUCTION CONTRACT ASSISTANCE

Provide up to 5 days for the Project Manager to assist the City with bidding of the construction work. Work to include attending the pre-bid meeting with the general contractors, addressing technical questions that may arise during the bidding phase, and meeting with the City to assist in the evaluation of the bids received for compliance with the technical specifications.

Kleinschmidt understands that the gate replacement work will be based on qualifications and open to public bidding. As such, Kleinschmidt will provide the City with a list of three to six contractors who, in our opinion, have the experience and qualifications to perform the gate replacement work.

TASK 2: SHOP DRAWINGS

Kleinschmidt will provide the following services, which for this project, are identified as Shop Drawings.

Quality Control Inspection Program and Temporary Construction Emergency Action Plan:

Assist City and contractor in the development of the QCIP and TCEAP for submittal to FERC. Purpose of the QCIP and TCEAP is described in Phase 3, Task 2 – Construction Documents. The QCIP and TCEAP documents cannot be completed until the general contractor is under contract (tentatively in 2019) because contractor input is required.

Shop Drawings Review:

Review shop drawings and other design information required by the technical specifications for the fabrication and installation of the headgates and lifting system, and construction of the replacement wall for the lock gate.

Head Gate Cofferdam:

As the Engineer of Record, Kleinschmidt will design a cofferdam for fabrication and use by the contractor to facilitate the replacement of the head gates as described in Phase 3, Task 1, *Other Design Work Associated with the Head Gates*. Because FERC will review and approve the design of the cofferdam as part of their review of the head gate replacement work as a whole. No other additional review of the cofferdam by the City or approval by FERC is required.

If the general contractor proposes an alternative design, FERC will require the City to review and approve the design of the cofferdam. If the City requires Kleinschmidt to perform a structural review the alternative cofferdam, that review will be classified as Additional Work.

Lock Gate Cofferdams:

The design and construction of cofferdams to replace the lock gate will be the responsibility of the general contractor. The general contractor could design and fabricate a temporary bulkhead gate that can be installed in existing bulkhead slots on the upstream side of the lock gate, and the contractor could construct a small earthen cofferdam on the downstream side of the gate. FERC will require the City to review and approve the general contractor's design of the cofferdams; it is assumed that the City will require Kleinschmidt to perform the review on their behalf.

TASK 3: CONSTRUCTION MONITORING

For purposes of estimating an Engineering Fee for Construction Monitoring, Kleinschmidt assumes that the lock gate and two of the twelve head gates will be replaced. If construction bids indicate that more than two head gates can be replaced, Kleinschmidt has also provided an estimated Engineering Fee to provide Construction Oversight for additional head gates in increments of two gates.

Construction is anticipated to take approximately 6 to 9 months inclusive of 4 to 6 months to fabricate screw stem operators and two gates. Kleinschmidt anticipates demolition and installation for replacing the initial two gates and the lock gate could be completed in 3 to 4 months. Kleinschmidt anticipates that an additional one month of construction would be required for the fabrication and installation for each additional pair of gates replaced.

Due the nature and short duration of the work, Kleinschmidt proposes to conduct site visits as follows for the replacement of two head gates and the lock gate:

- Conduct up to three visits to the shop fabricating the gate to observe fabrication progress and compliance with the contract documents. Kleinschmidt assumes that the gates will be fabricated within 4 hours travel of Columbia, South Carolina and 6 hours will be spent at the shop during each visit (up to 14 hours per visit). The first visit will follow the assembly but prior to welding the gates, with a follow-up visit after completion of the welding and prior to painting. The third visit will be held in reserve and performed if needed. It is proposed that Kleinschmidt's Project Manager will conduct the site visits. Shop visits have not been proposed to observe the fabrication of the gate hoists.
- Conduct 24 site visits (8 hours per day inclusive of travel), 2 site visits per week for up to 3 months that active on-site construction is occurring. Two of the site visits will be conducted jointly by Kleinschmidt's Project Manager and the Field Engineer, with the Field Engineer solely conducting the other 22 site visits.

- If needed, four additional site visits (8-hours each inclusive of travel) may be conducted by Kleinschmidt's Project Manager to assess the condition of the existing gates for reparability and reuse or to address problems encountered in the field.
- Kleinschmidt's Project Manager and the Field Engineer will participate in weekly 1-hour conference calls with the City and contractor(s).
- Provide engineering services as needed to address any problems that may arise during the construction work. For budget purposes, Kleinschmidt assumed 2-hours per week over the course of the 8-month gate fabrication and construction period with the time equally split between Kleinschmidt's Project Manager and the Field Engineer.
- Provide up to 16 hours of Kleinschmidt's Project Manager's time to discuss with the City and regulatory agencies via telephone the construction progress or construction issues.

Construction memorandums, reports, certification letter will be provided as follows:

- A brief memorandum will be generated to document each shop and site visit, and any telephone discussions. The memorandums will address the progress of work, conditions observed, problems encountered and associate resolution, and other points of interest/record. The memorandums will include progress photos of the fabrication/construction work. The memorandums will be submitted to the City in electronic form within 48 hours of the shop or site visit.
- Two construction reports will be generated for submittal to FERC in compliance with QCIP. The first report will be submitted following the completion of the fabrication of the gates. The second report will be submitted upon completion of construction. The reports will contain information described in the shop/site visit memorandums and will include progress photos of the fabrication/construction work.
- Upon substantial completion of the gate replacement work, Kleinschmidt, as the Engineer of Record, will provide a letter addressing if the work performed is in accordance with design documents. The letter is required by FERC per 18 Code of Federal Regulation 12B,12-13; FERC will require a similar letter from the City.

The Engineering Fee table for Construction Oversight identifies the additional work that will be performed in association with the replacement of two additional gates. Kleinschmidt assumes that the time for construction will increase by 1 month for each additional pair of gates installed.

TASK 4: RECORD DRAWINGS

One set of the Record Drawings will be provided in AutoCAD and PDF formats to reflect Record Drawing information and status. The Engineer's P.E. stamp will be placed only on the PDF version of the drawings with the PDF version considered to be the formal "sealed hard-copy" drawing. The drawings will be submitted one month after receipt of record drawing information to be provide by the contractor.

TASK 5: PROJECT ADMINISTRATION

Work associated with routine communications and discussions with the City including invoicing and general administrative duties are considered Project Administration. Meetings with the City or

regulatory agencies to view and discuss the construction are assumed to be held concurrently with any of the six site visits to be conducted by Kleinschmidt's Project Manager (see Phase 4, Task 3).

COST OF SERVICES

Kleinschmidt will perform the Proposed Scope of Work for Phases 3 and 4 for the estimated Engineering Fee (to nearest thousand dollars) as follows.

Engineering Design (Phase 3):	$ 222,000	1,253 hrs
Construction Services, 2 Gate Replacement (Phase 4, Tasks 1-5):	$ 143,000	851 hrs
TOTAL	**$ 365,000**	

Additional Work, Engineering Fees for Construction Services associated with the replacement of each additional pair of head gates and associated increase in time for construction (Phase 4, Task 6):

TOTAL per pair	**$ 27,000**	**159 hrs**

The work will be performed on an Hourly Rate plus Expenses basis. The Cost of Services is calculated using Kleinschmidt's Standard Rates. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed. Tables 1 and 2 are breakdowns of the estimated Engineering Fee to perform the Proposed Scope of Work for the replacement of two head gates and the lock gate. Table 3 is a breakdown of the estimated Engineering Fee for Construction Monitoring Services for placement of each additional pair of head gates. Attachment A contains the proposal from the subcontractor NFEI.

MEETINGS, DELIVERABLES AND SCHEDULE

Table 5 lists the engineering meetings with the City that are included in this Proposal. Table 6 lists engineering deliverables. Table 7 is a bar chart schedule of key milestones corresponding to the engineering tasks identified in this Proposal.

TERMS AND CONDITIONS

The proposed Scope of Work will be performed on an Hourly Rate plus Expenses basis per the Terms and Conditions and Method of Payment of Contract DR4241.

Billing rates for Phase 3 and 4 will be applicable according to the 2018, 2019, and 2020 Billing Rates included as Table 4. At the time this Proposal was submitted it was uncertain as to when the notice to proceed (NTP) for Engineering Services would be issued. For estimating purposes, Kleinschmidt assumed that the Engineering Services work would begin on or about October 1, 2018 with construction work starting in 2019 and completed in 2020. As a result of the uncertainty as to when the NTP for Engineering Services would be issued and when construction would start and be completed, some of the Task work shown on Tables 1 through 3 will extend from one year into the next. The invoices submitted for work performed will be based on the Billing Rates (Table 4) in effect the year that the work was performed.

We appreciate the opportunity to assist you with the continuing work for the rehabilitation of the headworks structure at the Columbia Canal. If you have any questions or are interested in any other services that we could provide to assist you with this or other projects, please call Paul Cyr at 803.462.5624. Please reference JN 3944006.03-03*DR4241 Columbia Canal - Phase 3 and 4, Canal Head Gates and Lock Gate Final Design and Construction Oversight* on the front of the document used to authorize the work. Please provide the authorizing documents to Paul Cyr at Paul.Cyr@KleinschmidtGroup.com.

Sincerely,

KLEINSCHMIDT ASSOCIATES

Paul E. Cyr, P.E.
Vice-President

PEC:KAK

Attachments:

Table 1: Engineering Fee - Time and Cost Breakdown for Design
Table 2: Engineering Fee - Time and Cost Breakdown for Construction Monitoring
Table 3: Engineering Fee - Time and Cost Breakdown for Construction Monitoring for Replacement of each Additional Pair of Head Gates
Table 4: 2018, 2019, and 2020 Billing Rates (USD)
Table 5: Proposed Meetings
Table 6: Deliverables
Table 7: Milestone Schedule (preliminary)
Attachment A: Proposal for Subcontractor North Fork Electric Inc.

cc: Proposal Distribution

TABLES

Kleinschmidt

TABLE 1.0
PHASE 3 - DESIGN

PROJECT BUDGET

Project Name: Columbia Canal - Replace 2 Headgates and Lock Gate
Project Manager: Paul Cyr
Project No. 3944-006.01-03
Proposal Date: Rev 07/30/2018 Rev 2 09/05/2018
Rate Schedul
USD Category
2018 Billing Rates

Task No.		Task Description and Breakdown	Principal Consultant F1 (Proj Mngr) Cyr, Paul $215.00	Sr Mngr M1G (Principal-in-Charge) Aberdeen, Jason $200.00	Senior Engineering Consultant E6 $187.00	Senior Engineer E5 Corrow, Leslie $156.00	Senior Engineer E5 $156.00	Project Engineer E4 (Lead Design Eng) Gosslin, Keenan $140.00	Senior Designer D4 (Drafting) $120.00	Senior Manager M1G (Regulatory) Larimer, Kelly $200.00	Assoc Scientist S3 Johnson, Jordan $99.00	Admin Staff A3-A5 Ave Rate $95.00	Total Task Hours	Task Labor	SubConsultant Charge 10.0%	Task Expenses	TOTAL
1.0 & 2.0		**Final Design & Construction Documents**	216	1	5	64	0	250	316	0	0	50	902	$135,229	$22,000	$2,401	$159,630
		Scoping mtgs & communica Aug 2017-May	46	1	5	16			1			6	75	$14,211		$18	
		Review background info	1					4					5	$775			
		Site visit	8					24					32	$5,080		$1,383	
		Gate Design	2					24					26	$3,790			
		Guides, Support Beams, Operators	4					24					28	$4,220			
		Concrete floor	1					4					5	$775			
		Drawings - 2 architectural renderings for SHPO	4						16				20	$2,780			
		Drawings - 4 general + 4-6 gate + 1 lock	4					8	215				227	$27,780			
		Bulkhead modifications, 1 drawing	2					8	20				30	$3,950			
		Cofferdam design & 1 drawing	2					16	32				50	$6,510			
		Specifications, 10	24					60				16	100	$15,080			
		QA/QC, calcs & specs	8			40							48	$7,960			
		NFEI - Operator Controls & Power Supply	16										16	$3,440	$22,000		
	9/04	Opinion of Probable Construction Cost	8					40					48	$7,320			
	9/04	City review of 50% documents	12					4					16	$3,140			
	9/04	City review of 90% documents	12					4					16	$3,140			
		Final documents, 100%, City use	2						2			8	12	$1,430		$1,000	
		Misc discussions internal & w/ City	60			8		30	30			20	148	$23,848			
3.0		**Construction Permits**	91	0	0	0	0	4	20	8	48	25	196	$31,252	$0	$568	$31,820
		FERC, 3 hard copies + 1 electronic	1									8	9	$975		$300	
		QCIP & TEAP	work performed in Phase 4, Task 2										0	$0			
		Erosion & Sediment Control Plan	document development is part of Phase 3 Task 2 - Specifications, no additional work by Kleinschmidt										0	$0			
		HUD and/or FEMA	submittal coordinated by Landmark Consulting, no additional work by Kleinschmidt										0	$0			
		Corps of Engineers	4						16	4	40	8	72	$8,300			
		SC Historical Preserve. Officer, site visit & disc	10									1	11	$2,245		$18	
		Railroad Encroachment Permit	4										4	$860			
		Land Disturbance Permit	included as part of Corps of Engineers permit work										0	$0			
		Wetland Consultants, site visit & followup	24										24	$5,160			
	9/04	Wet sealed dwgs for submtl to permit agencies	4									4	8	$1,240		$250	
	9/04	Misc discussions internal, w/ City, w/ agencies	44					4	4	4	8	4	68	$12,472			
4.0		**Project Administation**	118	10	0	0	0	8	0	0	0	19	155	$30,295	$0	$89	$30,384
		Project Scoping Meetings & Discs, July 2018	40	2				8				4	54	$10,500			
		Weekly discussion & coordination with City, invoices, general project administration	16									4	20	$3,820			
		Meetings, general w/City , 2	16										16	$3,440		$36	
		Meetings, w/City and regulating agencies, 3	30									3	33	$6,735		$54	
	9/04	Project Mangement coordination & contracts	16	8								8	32	$5,800			
			425	11	5	64	0	262	336	8	48	94	1253	$ 196,776	$ 22,000	$ 3,058	$221,834

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TABLE 2.0
PHASE 4 - CONSTRUCTION
REPLACE 2 HEAD GATES

PROJECT BUDGET

Project Name: Columbia Canal - Replace 2 Headgates and Lock Gate | Rate Schedul | USD Category | **2019 Billing Rates**

Project Manager: Paul Cyr

Project No. 3944-006.01-03

Proposal Date: Rev 07/30/2018 Rev 2 09/05/2018

Task No.	Sub-Consult Task No.	Task Description and Breakdown	Proj Mngr Principal Consultant F1 Cyr, Paul $220.00	Principal-In-Charge Sr Mngr M1G Aberdeen, Jason $206.00	Senior Engineering Consultant E6 $195.00	Senior Engineer E5 $162.00	Project Engineer E4 $146.00	Lead Design Eng Project Engineer E4 Gosslin, Keenan $146.00	Drafting Senior Designer D4 $130.00	Regulatory Senior Manager M1G Larimer, Kelly $206.00	Assoc Scientist S3 Johnson, Jordan $106.00	Admin Staff A3-A5 Ave Rate $98.00	Total Task Hours	Task Labor	SubConsultant Charge 10.0%	Task Expenses	TOTAL
1.0		**Bidding & Constr Contract Assistance**	48	0	0	0	0	0	0	0	0	8	56	$11,344	$0	$36	$11,380
		Assume issue for bid 4 weeks after 100% submittal															
		Contact potential contractors	8										8	$1,760			
		Assistance, 2 site/office visits	40									8	48	$9,584		$36	
2.0		**Shop Drawings**	22	0	0	0	0	80	0	0	0	13	115	$17,794	$0	$0	$17,794
		Assume GC starts 4 wks after bidding															
		QCIP	4					24				4	32	$4,776			
		TEAP	4					16				4	24	$3,608			
		Shop drawing review	4					16				2	22	$3,412			
		Head Gate Cofferdam	included in Kleinschmidt work of Phase 3 Task 1										0	$0			
		Lock Gate Cofferdam	2					16				1	19	$2,874			
		Misc discussions internal & w/ City	8					8				2	18	$3,124			
													0	$0			
3.0		**Construction Monitoring**	198	0	0	0	359	24	0	0	0	15	596	$100,948	$0	$990	$101,938
		Site Visits															
		Fabrication Shop visits, 3 @ 14h	42										42	$9,240		$491	
		Site Visits, 3m x 2x/wk = 24	16				192						208	$31,552		$428	
		PM, 4 add'l visits to assess condition or problems	32										32	$7,040		$71	
		Weeky calls with City & Contractor, 24 wks	24				24						48	$8,784			
		Discussions,City, Contractor & internal (1 & 2 hrs/wk), 8 & 3 months	32				24	24					80	$14,048			
	9/04	Discussions with regulatory agencies & City	16										16	$3,520			
													0	$0			
		Construction Reports											0	$0			
		Shop & Site Visit memorandum	9				72					8	89	$13,276			
		QCIP construction report, 2	10				17					4	31	$5,074			
		Certification letter	1									1	2	$318			
		Misc discussions internal & w/ City	16				30					2	48	$8,096			
4.0		**Record Drawings**	4	0	0	0	8	0	40	0	0	0	52	$7,248	$0	$0	$7,248
		Generate and submit	4				8		40				52	$7,248			
5.0		**Project Administation**	8	8	0	0	0	0	0	0	0	16	32	$4,976	$0	$0	$4,976
		Project Mangement	8	8								16	32	$4,976			
			280	8	0	0	367	104	40	0	0	52	851	$142,310	$0	$1,026	$143,336

Kleinschmidt

TABLE 3.0
PHASE 4 - CONSTRUCTION
REPLACE EACH ADDITIONAL PAIR OF GATES

PROJECT BUDGET

Project Name: Columbia Canal - Replace 2 Headgates and Lock Gate
Rate Schedul | **USD Category** | **2020 Billing Rates**
Project Manager: Paul Cyr
Project No. 3944-006.01-03
Proposal Date: Rev 07/30/2018 Rev 2 09/05/2018

Task No.	Sub-Consult Task No.	Task Description and Breakdown	Proj Mngr Principal Consultant F1 Cyr, Paul $227.00	Principal-In-Charge Sr Mngr M1G Aberdeen, Jason $212.00	Senior Engineering Consultant E8 $201.00	Senior Engineer E5 $167.00	Project Engineer E4 $150.00	Lead Design Eng Project Engineer E4 Gosalin, Keenan $150.00	Drafting Senior Designer D4 $134.00	Regulatory Senior Manager M1G Lartner, Kelly $212.00	Assoc Scientist S3 Johnson, Jordan $109.00	Admin Staff A3-A5 Ave Rate $100.00	Total Task Hours	Task Labor	SubConsultant Charge 10.0%	Task Expenses	TOTAL
6.0		**Construction Monitoring**	38	0	0	0	112	0	0	0	0	9	159	$26,326	$0	$324	$26,650
		Site Visits															
		Fabrication Shop visits, 1	14										14	$3,178		$164	
		Site Visits, 1m x 2x/wk = 8					64						64	$9,600		$143	
		PM addl visits to assess condition or problems	8										8	$1,816		$18	
		Weeky calls with City & Contractor, 4 wks	4				4						8	$1,503			
		Discussions,City, Contractor & Internal (1 & 2 hrs/wk), 1 month	4				8						12	$2,103			
													0	$0			
		Construction Reports											0	$0			
		Shop & Site Visit memorandum	3				24					8	35	$5,031			
		QCIP construction report, 2	1				2						3	$527			
		Misc discussions internal & w/ City	4				10					1	15	$2,503			

EXPENSES WORK SHEET

Task No.	Category	Phase 1 - Design Site Visit	Cost	Units	Extension
	Travel	Plane flights (RT to Columbia) incl parking fees	$800.00	1	$800.00
		Rental Car & Gas	$85.00	3	$255.00
		Mileage	$0.545		$0.00
	Per Diem	Hotel (per person, per night)	$105.00	2	$210.00
		Food (per day)	$59.00	2	$118.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, misc.			$0.00
				Task Expenses:	**$1,383.00**

Task No.	Category	Phase 3 - Site Visits	Cost	Units	Extension
	Travel	Plane flights (RT to [destination])			$0.00
		Mileage, travel to Columbia meetings	$0.545	30	$16.35
		Parking meter	$1.500	1	$1.50
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices, misc			$0.00
	Other	Copies, misc.			$0.00
				Task Expenses:	**$17.85**

Task No.	Category	Phase 3- Fab Shop Visits	Cost	Units	Extension
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage	$0.545	300	$163.50
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, misc.			$0.00
				Task Expenses:	**$163.50**

TABLE 4

COLUMBIA CANAL EMBANKMENT REPAIR SERVICES
PHASES 3 & 4 – DESIGN AND REPLACEMENT OF TWO CANAL HEADGATES

KLEINSCHMIDT ASSOCIATES
2018 THROUGH 2020 RATES (USD)

LABOR CATEGORY	2018 HOURLY BILLING RATE	2019 HOURLY BILLING RATE	2020 HOURLY BILLING RATE (PRELIMINARY)
SENIOR CONSULTANTS			
Principal Consultant F1	$215.00	$220.00	$227.00
Senior Manager M1G	$200.00	$206.00	$212.00
Team Leader M1T	$172.00	$178.00	$183.00
ENGINEERS			
Senior Engineering Consultant E6	$187.00	$195.00	$201.00
Senior Engineer E5	$156.00	$162.00	$167.00
Project Engineer E4	$140.00	$146.00	$150.00
Engineer E3	$130.00	$135.00	$139.00
Staff Engineer E2	$120.00	$124.00	$128.00
Engineer Technician E1	$90.00	$101.00	$104.00
LICENSING COORDINATORS/PLANNERS			
Senior Regulatory/Planner Advisor L/P7	$200.00	$211.00	$217.00
Senior Licensing Coordinator/Planner L/P6	$161.00	$168.00	$173.00
Project Licensing Coordinator/Planner L/P5	$135.00	$141.00	$145.00
Licensing Coordinator/Planner L/P4	$120.00	$124.00	$128.00
Staff Licensing Coordinator/Planner L/P3	$104.00	$108.00	$111.00
Associate Licensing Coordinator/Planner L/P2	$88.00	$92.00	$95.00
Licensing Coordinator/Planner Technician L/P1	$71.00	$74.00	$76.00
SCIENTISTS			
Senior Science Advisor S7	$204.00	$212.00	$218.00
Senior Scientist S6	$161.00	$168.00	$173.00
Project Scientist S5	$133.00	$138.00	$142.00
Scientist S4	$118.00	$122.00	$126.00
Staff Scientist S3	$99.00	$106.00	$109.00
Associate Scientist S2	$80.00	$84.00	$87.00
Scientist Technician S1	$70.00	$74.00	$76.00
DESIGNERS/DRAFTERS			
Senior Designer D4	$120.00	$130.00	$134.00
Designer D3	$105.00	$114.00	$117.00
Senior Drafter D2	$90.00	$97.00	$100.00
Drafter D1	$80.00	$87.00	$90.00
PROJECT AND PROGRAM MANAGEMENT			
Program Director PD	$210.00	$220.00	$227.00
Senior Project Manager PM2	$205.00	$215.00	$222.00
Project Manager PM1	$175.00	$184.00	$190.00
Senior Administrative Manager A7	$140.00	$146.00	$150.00
Administrative Manager A6	$115.00	$119.00	$123.00
Administrative Coordinator A5	$105.00	$108.00	$111.00
Senior Administrative Staff A4	$95.00	$97.00	$100.00
Administrative Staff A3	$83.00	$87.00	$90.00
Associate Administrative Staff A2	$70.00	$72.00	$74.00
Office Assistant A1	$64.00	$67.00	$69.00

Billing Rate Multiplier: 3.83 (Direct Labor + Payroll Taxes & Benefits + Overhead) x Profit

Multiplier Breakdown:

Direct Labor:	1.00
Payroll Taxes, Benefits, Retirement:	0.50
Overhead:	1.92
Profit:	1.11

TABLE 5

COLUMBIA CANAL EMBANKMENT REPAIR SERVICES
PHASES 3 & 4 – DESIGN AND REPLACEMENT OF TWO CANAL HEADGATES

PROPOSED MEETINGS

See Table 7 - Schedule for relative times when the meetings may occur.

PHASE 3, DESIGN

Task 3 – Construction Permits:

- Site meeting with State Historical Preservation Officer to view and discuss the proposed modifications to headgate structure,
- 1-day site meeting with Wetlands Consultant to assist in identifying and addressing any temporary construction impacts and any permanent impacts as may be caused by the replacement of the head gates and future construction/installation of trash racks and rake, dike repairs, and a debris removal handling facility.

Task 4 – Project Administration:

- Two, 1-day meetings with the City that are general in nature.
- Three, 1-day meetings with the City and regulating agencies to discuss the design and construction.

PHASE 4, CONSTRUCTION OVERSIGHT

Construction is anticipated to take approximately 6 to 9 months inclusive of 4 to 6 months to fabricate screw stem operators and two gates. Demolition and installation for replacing the initial two gates and the lock gate could be completed in 3 to 4 months. For Construction Monitoring, Kleinschmidt assumed that the lock gate and two of the twelve head gates will be replaced. If construction bids indicate that more than two head gates can be replaced, Kleinschmidt will provide Construction Oversight for additional head gates in increments of two gates with an additional one-month of on-site construction required per each pair of additional gates.

Task 1 – Bidding and Construction Contract Assistance:

- Construction Pre-Bid Meeting, 1 day.
- 1-day meeting with the City to assist in the evaluation of the bids received.

Task 3 – Construction Monitoring:

- Three, 1-day shop visits to observe gate fabrication progress and compliance with the contract documents.
- 24, 1-day site visits by Kleinschmidt's Field Engineer to monitor construction work (2 visits per week for three months when active on-site construction is occurring).
- 6, 1-day site visits by Kleinschmidt's Project Manager's to monitor construction work and address problems encountered in the field.

Task 5 – Project Administration:

- Meet with the City or regulatory agencies to view and discuss the construction. Meetings to be held in conjunction with Kleinschmidt's Project Manager's six site visits to be performed for Task 3 – Construction Monitoring.

TABLE 6

COLUMBIA CANAL EMBANKMENT REPAIR SERVICES
PHASES 3 & 4 – DESIGN AND REPLACEMENT OF TWO CANAL HEADGATES

DELIVERABLES

See Table 7 - Schedule for relative times when the Deliverables may occur.

PHASE 3, DESIGN

Task 1 – Final Design:

- Opinion of Probable Construction Costs, included with the 90% design stage submittal.

Task 2 – Construction Documents:

- Submittal of 50% design stage drawings and specifications for City's review.
- Submittal of 90% design stage drawings and specifications for City's review.
- Submittal of 100% design stage drawings and specifications, stamped and sealed for City's use. Stamped documents will be provided in Word, AutoCAD, and PDF formats.

Task 3 – Construction Permits:

- Submittal of 10% design stage drawings, architectural type drawings, for review by the State Historical Preservation Officer.
- Document containing description of construction activities and 8.5x11 drawings of site and work area showing proposed construction for purposes of obtaining permits and other approvals from regulatory agencies listed in the Proposal, Phase 3 – Design, Task 3 – Construction Permits.

PHASE 4 – CONSTRUTION OVERSIGHT

Task 1 – Bidding and Construction Contract Assistance:

- Suggested contractor bidders list, included with the 90% design stage submittal.

Task 2 – Shop Drawings:

- Process Shop Drawings identified in the Proposal, Phase 4 – Construction Oversight, Task 2 – Shop Drawings.

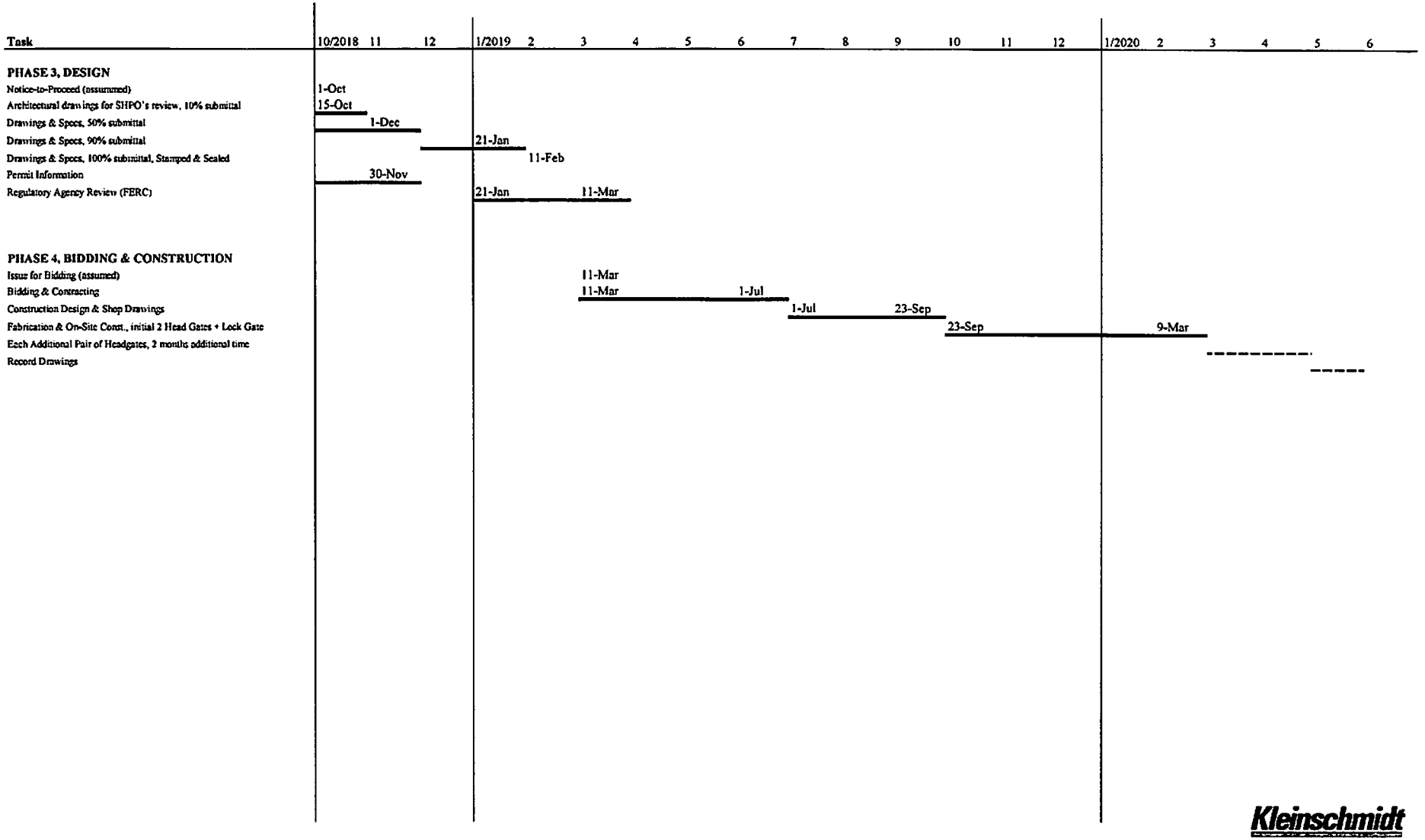
Task 3 – Construction Monitoring:

- Provide construction memorandums, reports, and certification letter as identified in the Proposal, Phase 4 – Construction Oversight, Task 3 – Construction Monitoring.

Task 4 – Record Drawings:

- Provide record drawings of the construction work in AutoCAD, and PDF formats.

TABLE 7
COLUMBIA CANAL EMBANKMENT REPAIR SERVICES
PHASE 3 & 4 – DESIGN AND REPLACEMENT OF TWO CANAL HEADGATES
MILESTONE SCHEDULE - PRELIMINARY
SEPTEMBER 5, 2018



Kleinschmidt

ATTACHMENT A

PROPOSAL FOR SUBCONTRACTOR NORTH FORK ELECTRIC INC.

NORTH FORK ELECTRIC, INC.

ELECTRICAL / MECHANICAL CONTROL

ESTIMATE

Project: Provide assistance for the design of headgates and hoisting systems for the City of Columbia's (City) Canal Headworks Structure (Headworks).

Estimate #: KA ColumbiaGate71318-1

Reference KA RFP# 3944006.01-3

Date: July 13, 2018

SECTION 1. SCOPE

North Fork Electric Inc. (NFEI) offers to supply consulting services for the KA designed replacement headgates, headgate actuators, and controls for the Columbia Canal Headworks.

NFEI will work will include the following:

1. Work with KA to develop specifications for the headgate actuators based on the KA calculated design forces required;
2. Develop AutoCAD compatible drawings for:
    a. Headgate mechanical actuator systems including mounting / attachment to KA's headgate,
    b. Electrical power, 3-line elementary;
    c. Electrical control panel including VFD and bypass contactors;
    d. Local operator control stations;
    e. PLC layout with inputs and outputs including SCADA interface.
3. Develop specifications, schematics for:
    a. Headgate actuator system;
    b. Electrical controls and settings;
    c. Control panel mounting and conduit layout;
    d. Requirements for the SCADA interface;
    e. Portable generator.
4. NFEI will also provide consulting services as requested by KA for the overall headgate design.

SECTION 2. WORK BY OTHERS

KA must supply the following information to NFEI:

a. Normal raising and lower loads;
b. Maximum raising and lower loads required;
c. Emergency overload loads if required;
d. Limits of ultimate loads;
e. Weight of gate;
f. Drawings of gate and support members;
g. Drawings of existing structure;
h. Normal travel speed;
i. Emergency travel speed;
j. Emergency time to close all gates from full open.

SECTION 3. PRICE ESTIMATE

PRICE $ 20,000.00

SECTION 4. TERMS AND CONDITIONS

Terms of payment - Progressive invoices

This quote is valid for 30 days.

SECTION 5. SCHEDULE

NFEI offers the following estimated schedule for the design, supply and installation of our Dragrake:

Acceptance of this proposal

0 week	KA submittal of items in Section 2 above;
2-4 weeks	Preliminary headgate actuator drawings and design specifications;
2-4 weeks	After completion of KA review and acceptance, submittal of final headgate actuator drawings, electrical drawings and specifications.

Authorized signature

Andrew D. Fairman

President, North Fork Electric Inc.

We Are Columbia

MEETING DATE:	**October 2, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve a Contract for Project SS7444-01; Wastewater Flood Repair at Bentley Drive, as requested by Columbia Water. Award to North American Pipeline Management, Inc., a Minority Business Enterprise (Woman) in an amount not to exceed $371,680.00. This firm located in Marietta, GA.**
PURPOSE:	**The following sub-consultants will provide additional services:** **White Crane of Columbia, SC will provide crane equipment at 1% ($4,500) of the contract value.** **Con-Tech Engineering of Raleigh, NC will provide a Truss Bridge at 23% ($73,000) of the contract value.**
REQUISITION NO.:	**R190451**
FINANCIAL IMPACT:	**Funding Source:FEMA 2015 Oct. Flood Recovery; 2539999-638400.Under the FEMA SC Severe Storms and Flooding 2015 DR4241 / DR3373, this project construction work includes sewer main repairs, structural support and restoration of 130 LF sewer mains, installation of bridge truss, piers and providing erosion/sediment control. The original budgeted amount is $372,277.00.**
ORIGINAL BUDGET:	**$372,277.00**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

There were four (4) responsive and responsible bids received for this project. North American Pipeline Management, Inc. submitted the low bid of $323,200.00.

The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

ATTACHMENTS:

- **#a:** Bid003 Attachment 4 Contract SS7444-01 (PDF)
- #b: Bid Addendum 1 (PDF)
- #c: Bid003 Attachment 2 Engineer's Ltr. of Recomend and Site Map (PDF)
- #d: Bid003 Attachment 3 NAPM Business Information Record (PDF)

CONTRACT

City of Columbia, South Carolina

CIP #SS7444-01

Bentley Drive Wastewater Flood Repair

FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3373

Bid#003-18-19-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **North American Pipeline Management, Inc.** with legal address and principal place of business at 62 Hamby Road SE, Marietta, GA 30067, 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 specified in a written order from the City and to substantially complete the amount of work herein contemplated within **one hundred fifty (150)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed and to fully complete the amount of work herein contemplated within an additional **thirty (30)** consecutive calendar days for a total construction time of **one hundred eighty (180)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Three Hundred Twenty-Three Thousand, Two Hundred Dollars and Zero Cents ($323,200.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents ($500.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers", Part 18 "Specification for Roadway Improvements, Materials and Construction", and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Project Manual.

9.2.9 Drawings, numbered C1.0 through S2.0, inclusive and dated 1/25/2018.

9.2.10 Addenda numbers 1 date August 14, 2018, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

10.2 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.

10.3 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.

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

This Contract shall become effective on _____, 20____.

Contractor	Owner
North American Pipeline Management, Inc.	City of Columbia, SC
BY	BY
Dorelly A. Herford, President	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
Address for giving notices:	Address for giving notices:
12 East Montclair Ave	Department of Procurement and Contracts
Greenville, SC 29609	1800 Main Street, 2nd Floor
	Columbia, SC 29201
Date:	Date:

APPROVED AS TO FORM
Legal Department City of Columbia, SC

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

Contractor

Jacobs Americas Urban Infra Mgt Services, Inc.

By

Name: Christopher Cameron, President

Title:

Date:

Address for giving notices:

12 East Kanawha Ave

Cincinnati, OH 45202

Owner:

City of Columbia, SC

By

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Department of Procurement and Contracts

1800 Main St, 2nd Floor

Columbia, SC 29201

Date:

Packet Pg. 195

Event Number	BID003-18-19-DS Addendum 1	**Organization**	City of Columbia, SC
Event Title	Bentley Drive Wastewater Flood Repair (SST	**Workgroup**	Purchasing
Event Description	Pre-Bid Conference August 9, 2018 at 10:00	**Event Owner**	Debbie Scott
Event Type	IFBs	**Email**	dlscott@columbiasc.net
Issue Date	8/2/2018 08:30:01 AM (ET)	**Phone**	
Close Date	8/22/2018 10:00:00 AM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
North American Pipeline Manag	Marietta	GA	8/22/2018 09:34:41 AM (ET)	1	$323,200.00
HammerHead Utilites, LLC	Columbia	SC	8/22/2018 09:14:34 AM (ET)	1	$592,200.00
Stutts & Williams, LLC	Lexington	SC	8/22/2018 09:42:33 AM (ET)	1	$665,184.00
Shady Grove Construction, LLC	Irmo	SC	8/22/2018 09:01:38 AM (ET)	1	$833,627.00

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

Submit Responses Online using the City of Columbia's online bidding system, www.columbiasc.ionwave.net Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT

Date: August 2, 2018	Bids will be opened at 10:00 A.M. EST on 8/ 15 /18 and may not be withdrawn within 60 days after such date and time.	Bid No: 003-18-19-DS

Bid Title: Bentley Drive Wastewater Flood Repair (SS7444-01)
FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3373

Reason For No Bid:

Vendor:	North American Pipeline Management, Inc.
Vendor Mailing Address:	PO Box 683638
City-State-Zip:	Marietta, GA 30068
Telephone No:	678-820-3991
Fax No:	678-820-3993
General Contractor License Number:	G116108
General Contractor DUNS Number:	194206467

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Dorelly A. Herford

AUTHORIZED SIGNATURE (MANUAL)

Dorelly A. Herford, President

AUTHORIZED SIGNATURE/TITLE (TYPED)

dorelly.arango@napminc.com

E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted online at www.columbiasc.ionwave.net. Bids not submitted on the www.columbiasc.ionwave.net system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.

2. NO BID: If not submitting a bid, respond by indicating no-bid using www.columbiasc.ionwave.net and explain the reason in the space provided for comments.

3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that its bid is submitted. Bids which for any reason are not submitted timely will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of www.columbiasc.ionwave.net. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of error calculating extended price, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. 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.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City's Purchasing Agent.

Columbia Water

Drinking Water • Wastewater • Stormwater

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

August 24, 2018

Ms. Debbie L. Scott
Construction Procurement Specialist
City of Columbia – Department of Procurement and Contracts
1800 Main St.
Columbia, SC 29201

Re: Bid Evaluation and Recommendation of Award
Bid # 003-18-19-DS w/Addendum 1
Bentley Drive Wastewater Flood Repair (SS7444-01) FEMA

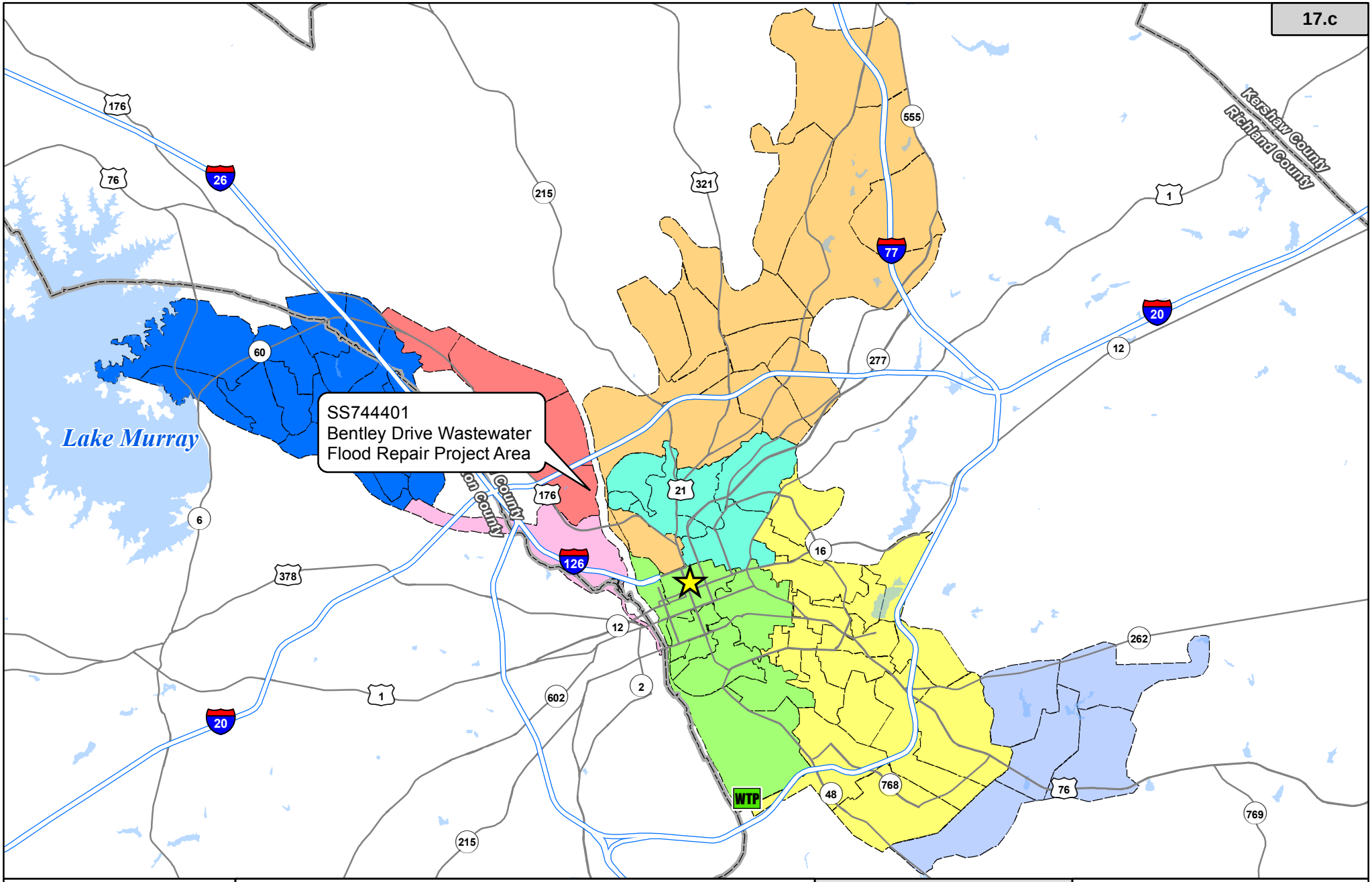
Dear Ms. Scott,

Based on our review and evaluation, North American Pipeline Management, Inc. appears to be the lowest, responsive and reasonable bidder. Therefore, we recommend that the Procurement and Contracts Department award the contract to North American Pipeline Management, Inc. at their bid price of $323,200.00. A 15% owner's contingency of $48,480.00 should be included for potential unknown conditions that could be discovered during construction.

Please let me know should you have any questions.

Best Regards,

L. Maxwell Morgan, III, P.E.
Wastewater Project Manager



Clean Water 2020
Columbia's Clear Vision For Clean Water

We Are Columbia

PCR: 2 MAY 2018
CW2020_Master\FLOOD\Flood_Critical_Assessments
\Design_Build_Assessments\Projects\3900 Bentley Street

Project Location Map
SS744401
Bentley Drive Wastewater
Flood Repair Project

Prepared For:

Business Information Record

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 - "NO LINE STRIKE THROUGH"

Business Name Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
White Crane 3414 Augusta Rd Columbia, SC 29170	Josh Crowder 803-360-0821	Crane Equip	$4,500.00	1 %	SBE	No
ConTech Engineered 6115 Chapel Hill Rd Raleigh, NC 27607	Jim Campbell 919-851-2880	Truss Bridge	$73,000.00	23 %	N/A	No
				%		
				%		
				%		

TOTAL: $ 77,500.00

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

Business Name: ~~North American~~ Pipeline Management, Inc.

Representative Name / Title: Dorelly A. Herford, President

Date: 8/22/2018

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Amendment #1 to the Indefinite Delivery Contract for Engineering Services related to Wastewater Flood Recovery and Flood DR4241, as requested by Columbia Water. Award to Black & Veatch Corporation in an amount not to exceed $250,000.00 for this addition, and a total project cost not to exceed $750,000.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **P166836**

FINANCIAL IMPACT: **Funding Source: 2531706-638400 (Flood Recovery Account). The City and its Disaster Recovery Program Management Team are seeking federal reimbursement from the Federal Emergency Management Administration (FEMA) for these services. The original budgeted amount is $500,000.00.**

ORIGINAL BUDGET: **$500,000.00**

STRATEGIC GOALS: **Provide high quality municipal services**

This amendment is to compensate the Engineer for providing engineering design for current projects as well as additional future feasibility and engineering flood work.

Black & Veatch Corporation has headquarters in Kansas City, MO and a local office in Columbia, SC.

Services to be performed will impact all City Council Districts as well as areas outside the City limits. The Office of the City Attorney has approved the Amendment. The Director of Utility Operations, Director of Engineering, and the ACM for Columbia Water recommend approval.

ATTACHMENTS:

- **#a:** Black & Veatch.2018.RFQ003.16.17.SC Flood DR4241.CA#1.nj (PDF)

Indefinite Delivery Contract
RFQ003-16-17 SC Flood DR4241
Project Funding Number: 2531706-638400

Black & Veatch and City of Columbia, SC

Contract Amendment # 1

September 13, 2018

Description of Change: Request change in the Agreement for DR4241 Water and Wastewater Flood Engineering Services between the City of Columbia (City) and Black & Veatch Corporation (Engineer) dated September 1, 2017 (Agreement) to compensate Engineer for providing engineering design services for current projects as well as additional future feasibility and engineering flood work.

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

Proposed Change and Basis for Payment:

Original Contract Price:	$	500,000.00
Previous Change Orders:	$	0.00
This Change (addition):	$	250,000.00
Revised Contract Price:	$	750,000.00

Additional funds are to be provided in the following manner: 2531706-638400

This Change is Acceptable:

Black & Veatch Corporation:

William J. Welk Date: 9/18/18
Signature (Please Print Name)
Title: Assoc Vice President

City of Columbia:

By: _____
Joseph D. Jaco, P.E., Director of Utility Operations

By: _____
Clint Shealy, P.E., Assistant City Manager for Columbia Water

By: _____
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Wilson, City Manager

APPROVED AS TO FORM
Legal Department City of Columbia

Black & Veatch 2018.SS7446.RFQ003-16-17-IDC.CA 1.doc

CITY OF COLUMBIA
PROCUREMENT & CONTRACTS
***For Internal Use Only

PO Change/Modification Order Form

Contract Number:	
Procurement Officer:	
Phone:	803.545.3470
E-Mail Address:	
Address:	1800 Main St., 2nd Floor Columbia, SC 29201

Form must be completed for all requested changes/modifications greater than $100.00.

Routing Date: 09 / 18 / 2018

DESCRIPTION: SS7446 Water and Wastewater Flood Engr. Svcs.

DEPARTMENT NAME AND REQUESTOR: Engineering / Max Morgan

CONTRACTOR'S NAME AND ADDRESS: Black and Veatch, Inc. / V000231

PURCHASE ORDER NUMBER (if applicable): P166836 CHANGE ORDER # 1

TYPE OF CHANGE (check all applicable boxes):

- X Purchase Order Increase
- ☐ Purchase Order Decrease
- ☐ Change to Contract Scope of Work
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☐ Other Change

Brief Explanation/Justification: Additional funds are required to execute Task Order No. 9 and future work as TBD. This PO has multiple Task Orders associated with it through RFQ 003-16-17.

Requested Amount of Increase/Decrease:$ 250,000 Current PO amount/total: $ 500,000.00

Accounting Information on Original PO: ORG 2539999 OBJ 638400 (Required)

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

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

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

Division/Department ($100.01 - $5,000):
Recommended for Approval: _____ (Signature) DIRECTOR OF UTILITIES (Title)

Assistant City Manager Approval ($5,000.01-25,000):
Recommended for Approval: _____ (Signature) 9/17/18 (Date)

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

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

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

City Manager Approval:

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

All change orders over $50,000.01 must be approved by City Council Date approved City Council _____

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

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

Columbia Water
Drinking Water • Wastewater • Stormwater

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

September 18, 2018

Ms. Naila J. Scott
Contracts Administrator
City of Columbia – Department of Procurement and Contracts
1800 Main St.
Columbia, SC 29201

Re: Request to Increase Contract Value for Black & Veatch Corporation
RFQ # 003-16-17 Water and/or Wastewater Flood Engineering Services

Dear Ms. Scott,

Columbia Water appreciates having the opportunity to submit this request to the Department of Procurement and Contracts. Please be aware that as of today Black and Veatch (B&V) has been issued six (6) task orders as a part of the referenced RFQ. Several of these previous task orders provided preliminary evaluations and multiple options for Columbia Water's consideration to ascertain the best choice for repair or replacement of the flood damaged infrastructure. The project options have been chosen and Columbia Water would like to take the next step and issue three (3) new seperate task orders to prepare an engineering design, construction documents, and provide construction phase services.

The six (6) task orders executed thus far total $269,958.00. The following three (3) proposed task orders are being prepared for execution:

1. Task Order No. 7: Metro Lane Water Main Design Services - $ 78,000.00
2. Task Order No. 8: Gills Creek at Devine St Sewer Replacement Design - $ 93,000.00
3. Task Order No. 9: Summerlea Drive Sewer Main Relocation Design - $100,500.00

The three (3) new proposed task orders listed above total $271,500.00 which will exceed the current contract Not to Exceed (NTE) amount of $500,000.00 by $41,458.00. Columbia Water would like to issue all these task orders with the full proposed scope and have additional value left on the contract for future flood work. Therefore, we request your consideration to increase B&V's current contract by $250,000 for a total NTE amount of $750,000.00.

Since Task Orders No. 7 and No. 8 combined will not exceed the current $500,000.00 threshold, we respectfully request that those two task orders be processed as soon as possible and Task Order No. 9 be processed once the additional contract amount is signed by the City Manager.

The three (3) proposed task orders described above will be submitted to Procurement and Contracts with the consultant's scope of work, schedule, and fee breakdown as soon as they are executed by the Director of Utilities.

Please let me know should you have any questions.

Best Regards,

L. Maxwell Morgan, III, P.E.
Wastewater Project Manager

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve an Agreement for Project SS7453; Major Pipeline and Manhole Rehabilitation and Replacement Preliminary Design, as requested by Columbia Water. Award to Black & Veatch in the amount of $1,033,500.00. This firm is located in Columbia, SC.**

PURPOSE: **This is a Clean Water 2020 and a Mentor Protégé Program Project. Highfill Infrastructure Engineering, PC of Columbia, SC is the Protégé and will be providing cost estimation, regulatory review, and utility coordination at 20% ($206,700.00) of the total contract value.**

REQUISITION NO.: **R192641**

FINANCIAL IMPACT: **Funding Source: Water and Sewer Capital Projects - Major Sewer Rehab Per Proposal - Capital Project Costs; 5529999-SS745301-658650. The original budgeted is $1,033,500.00.**

ORIGINAL BUDGET: **$1,033,500.00**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Provide high quality municipal services**

The above referenced Agreement is to compensate Engineer for services to develop a sewer rehabilitation program for large diameter gravity sewer (15-inch and greater) and manholes. The services being provided will encompass the following:

Task 100 - Project Administration

Task 200 - Permits, Easements, & Utilities

Task 300 - Review Existing Data and Specifications

Task 400 - Develop Rehabilitation Alternatives

Task 500 - Develop Project Packages

Task 600 - Prepare and Submit Draft Preliminary Design Report

Task 700 - Final Preliminary Design Report

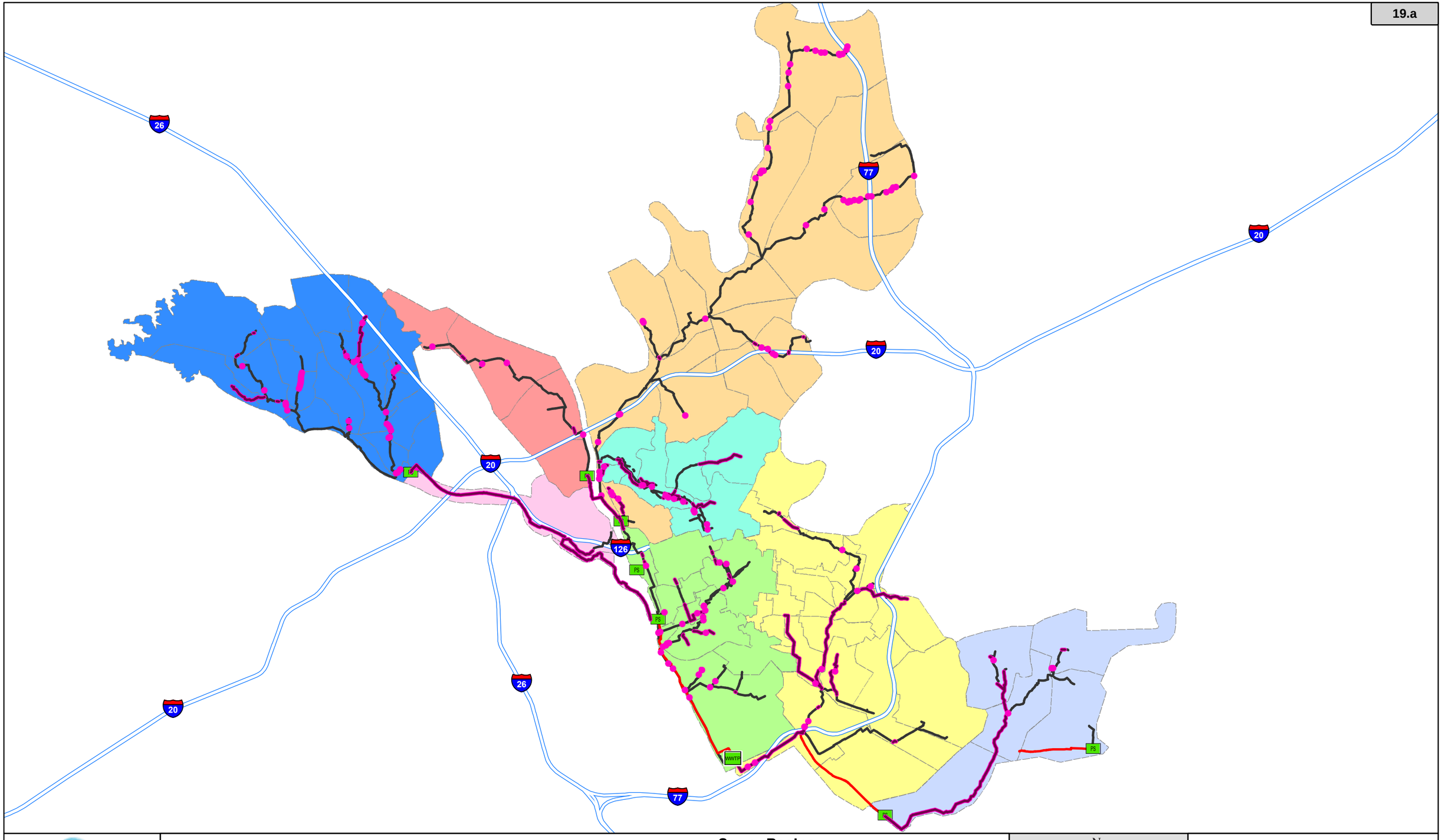
Task 800- Additional Services

This is a Mentor Protégé Program Project. The Mentor is Black & Veatch and will review condition assessment information of major pipelines and manholes as identified by the CW2020 program, identify defects, evaluate viable alternatives for repair, determine project costs, PERS for capital project packages that meet the requirements of the consent decree and the City's CIP budget. The Mentor will perform these services at 80% ($826,800) of the contract value. Highfill Infrastructure Engineering, PC is the Protégé and will assist with the utility coordination, regulatory reviews, cost estimation, and business case development at 20% ($206,700) of the contract value.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** SS7453 Location Map(PDF)
- #b: Black & Veatch.2018.MajorPipelineandManholeRehab.SS7453.agr.nj (PDF)



Clean Water 2020
We Are Columbia

JBB: JUNE 29, 2018
Production_Maps\Report_Figures\IRP

SS7453 Rehab Locations
Metro WWTP
PS Major Pump Stations
Major Force Mains
Major Gravity Sewer Lines

Sewer Basins

- Broad River
- Crane Creek
- Gills Creek
- Mill Creek
- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia

N
1 inch = 2 miles
0 0.5 1 2 3 Miles

SS7453 Major Pipeline and Manhole Rehabilitation Preliminary Design

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is being awarded under procurement method RFQ0011-16-17-NMJ Major/Minor Wastewater Collection System Projects.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation, (hereinafter referred to as the "Engineer"), to develop a sewer rehabilitation program for large diameter gravity sewer (15-inch and greater) and manholes.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer 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.

II. Supplemental or Additional Services

The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

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

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of 11 months, or at such time total compensation provided for herein is reached, whichever is later.

The decision whether to extend the Agreement, upon written request, shall be in 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.

IV. Schedule for Completion of Services

The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Million Thirty-Three Thousand, Five Hundred Dollars and No/100 ($1,033,500.00)

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit F

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

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

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction

or his/her designee.

4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

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 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	0 %
MBE	0 %
WBE	0 %
LSA	0 %

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

VI. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/)

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

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

VII. Indemnification and Insurance

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

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

Workers Compensation Insurance: The Engineer shall procure and shall maintain during the life of this

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

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

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

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

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

C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages to the extent caused by the negligence of Engineer, its Subconsultants, officers, agents and employees in the performance of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall be limited to, civil fines and penalties, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

VIII. Permits and Licenses

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be

required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

IX. Duties Upon Termination

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

X. Interest of Engineer

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

The Engineer is expected to make Engineer'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 Engineer has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail,

postage prepaid and addressed to: Black & Veatch Corporation, 201 Brookfield Parkway Suite 150, Greenville, SC 29607.

XIV. Consent Decree

A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer 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 Engineer 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 Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer 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 Engineer 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 Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer 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 Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Engineer shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

XV. Miscellaneous

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

B. The Engineer shall be responsible for performance of all services required by this Agreement.

The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

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

D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer and City will make good faith efforts to reach a mutual agreement on the disagreement prior to pursuing any litigation or formal dispute resolution. 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 Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

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

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

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

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

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

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

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

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

K. In carrying out services under this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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 Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby

incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/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.

O. Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the project; (2) the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to Engineer, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

P. Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional Engineer. Engineer does not guarantee that proposals, bids, or actual project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

Black & Veatch Corporation

_____ _____ **Date:**_____

Print: Name/Title **Signature**

Recommended by:

_____
Joseph D. Jaco, P.E., Director of Utility Operations

_____
Clint Shealy, P.E., Assistant City Manager for Columbia Water

_____
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

APPROVED AS TO FORM
Legal Department City of Columbia, SC

M:Drive/Black&Veatch.2018.MajorPipelineandManholeRehabilitation.SS7453.agr.doc

EXHIBITS FOR SS7453

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E – Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A

SCOPE OF SERVICES

City of
Columbia CIP
 # SS7453
Major Pipeline and Manhole Rehabilitation
and Replacement Preliminary Design Project

The services performed as a part of this Scope of Service include Black & Veatch Corporation (Engineer) providing technical consulting services to the City of Columbia (City) for the Major Pipe and Manhole Rehabilitation Project.

The City is developing a sewer rehabilitation program for the large diameter gravity sewer (15-inch and greater) and manholes. The City has performed SSES inspections of all the major gravity sewer and manholes in the collection system. CCTV inspection data has been collected by Hydromax USA for pipes 15-inches to 30-inches in diameter. RedZone Robotics, Inc. multisensory inspection data has been collected for pipes 36-inches in diameter and greater. MACP Level 2 inspections have been collected for all manholes. Survey has been performed for the majority of the major manholes.

The City has assigned condition and criticality ratings to each pipe and manhole. Pipes were assigned a preliminary condition rating of 1-5 based on cursory review of pipeline inspection data. The City has assigned a criticality rating of 1-5 based on a number of factors including environmental impacts, access, transportation impacts, and pipe diameter. Pipes that are level 5 are the most critical. Based on these ratings, the City has identified pipes and manholes that are high priority and low priority for rehabilitation. High priority pipes are to be rehabilitated as determined by the City based on the Consent Decree deadlines (Table 1). Low priority pipes are to be rehabilitated at the City's discretion (Table 2). It is possible during the course of the project that the City may decide to move some of the pipes from a high priority category to a low priority category. High priority manholes are to be rehabilitated based on the schedule set forth in the Consent Decree (Table 3).

The overall goals of this project are the following:

- Perform a rehabilitation alternative analysis and detailed cost evaluation for all the pipeline segments. The alternatives analysis should evaluate different rehabilitation methods for each pipes segment and associated costs and schedules. All alternatives evaluated shall include capital costs and shall be ranked based on cost and non-cost factors. The consultant shall recommend a rehabilitation alternative for each pipe to proceed with in design.

- Develop a phased rehabilitation plan using the recommended rehabilitation alternatives. The rehabilitation is to be phased considering Consent Decree deadlines for rehabilitation of the high priority sewer and the City's discretion for low priority sewer. Phasing shall also include any cost savings that may be realized by rehabilitating low priority pipe that is in the same vicinity as high priority pipe.

- Develop a detailed Preliminary Design Report (PDR) to document the pipe condition, rehabilitation alternatives analysis, and recommendations for each project package. PDR shall include advantages and disadvantages of potential rehabilitation methods and the reason the particular method was selected including pipe condition, control of sewer flow, site conditions

including access and surface restoration, and cost effectiveness. Cost information shall provide a clear breakdown of high and low priority pipes to aid the City in final selection of project grouping and phasing.

The services shall include review of available data, preparation and evaluation of rehabilitation alternatives, development of recommended projects, and preparation of a Preliminary Design Report. The Engineer shall coordinate with the City and the City's CleanWater 2020 Program Manager during the Project.

Work shall begin upon execution of this Agreement, and additional work shall proceed only after the City has authorized the Engineer in writing to proceed. Any work requested by the City that is not included in the items listed below shall be classified as Additional Services.

Engineer will provide the following specific tasks to perform the Project:

TASK 100 – PROJECT ADMINISTRATION

110 General Project Administration

Engineer will manage the efforts of its project team members and sub-consultants by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of Project Administration, Engineer will:

- Participate in coordination meetings with the City as described in Section 120.
- Provide monthly invoicing and schedule updates pertaining to Engineer's portion of the work to the City.
- Provide monthly progress reports with invoices.
- Continue Project Administration for the duration of the Project.
- Coordinate QA/QC reviews of the work completed for the Project.
- Utilize SharePoint provided by the City to share and file documentation of correspondences, progress reports, meeting agenda and minutes, invoices, schedules, data, decisions, deliverables, and other relevant information of the Project.

120 Coordination Meetings

Throughout the course of the Project, Engineer will maintain regular contact with the City's staff through the use of coordination meetings. Coordination meetings include:

- Kickoff meeting.
- Four (4) progress meetings.
- Seven (7) workshop meetings conducted at the following milestones:
  - Workshop No. 1 – Data Review.
  - Workshop No. 2 – Condition Assessment/Rehabilitation Identification.
  - Workshop No. 3A – Alternatives Review.
  - Workshop No. 3B – Alternatives Selection.
  - Workshop No. 4A – Project Packaging Review.
  - Workshop No. 4B – Project Packaging Selection.
  - Workshop No. 5 – Draft Preliminary Design Report (PDR).

Engineer shall prepare an agenda for each meeting and provide meeting minutes for review and approval.

TASK 200 – PERMITS, EASEMENTS & UTILITIES

210 Regulatory Review

- Engineer will contact all known regulatory agencies that may have jurisdiction in the Project to identify any potential permitting and notification actions required.
- Potential agencies include:
  - South Carolina Department of Health and Environmental Control.
  - US Corps of Engineers – Wetlands.
  - City of Columbia – Streets and Stormwater Divisions.
  - South Carolina Department of Transportation
  - Railroad permits
- Engineer will include a summary of findings from the Regulatory Review in the Preliminary Design Report for each specific project.

220 Preliminary Utility Coordination

- The intent of this task is to perform utility coordination on utilities that could impact the rehabilitation approach, scope, schedule, and budget of the rehabilitation work.
- Engineer will contact all known utilities located in the Project area to identify any potential easements, encroachments, and design considerations to be addressed.
- Engineer will include a summary of findings from the Preliminary Utility Coordination in the Preliminary Design Report.

230 Review Areas of Land Disturbance and Easements

Engineer will review pipeline segments outside of the road right of way to determine if existing easements are maintained and are accessibly by construction equipment. Engineer will determine if additional land should be required for possible rehabilitation work as temporary construction easements or additional permanent easement. Existing easement record research verification will be performed by the City. The City shall provide easement width along the length of the pipe. B&V to work with the City's wastewater maintenance division to understand current access point to the sewer. The listing shall note the status of the easement (recorded, prescriptive, not found), the width of the easement, along with any special considerations in the agreements, if any. Based on the rehabilitation technology selected, Engineer will determine if more easement is needed.

TASK 300 – REVIEW EXISTING DATA AND SPECIFICATIONS

310 Review Available Data

Following the kickoff meeting, the Engineer will meet with the City's staff in Workshop No. 1 – Data Review, to review available data and to verify that all the data to be reviewed is available to the Engineer. City and CW2020 staff will also assist

Engineer through a workshop in setting up InfoNet databases to accommodate uniform data review and information sharing. Engineer will receive training on software used to collect SSES data (ICOMM – Redzone) immediately before or after Workshop No. 1.

320 Obtain Software Licenses

Engineer will be required to obtain all software licenses necessary to complete the contract. All information for the pipe and manhole segments evaluated including rehabilitation method, project name, etc shall be provided to the City at the conclusion of the project.

330 Confirm Condition Assessment and Rehabilitation Requirements

The Engineer will conduct a detailed review of the pipeline data and reports on the pipelines identified on the attached Tables 1 and 2. The intent of the review is to verify the specific pipeline defects indicated in the reports and to determine impacts on rehabilitation alternatives for pipeline segments. The Engineer shall provide a technical memorandum or reconciliation report confirming the current condition scores. Any recommendation for changing of scores shall be accompanied by specific report or camera footage references. Any CCTV, acoustical, or physical testing of any pipelines by the Engineer will be considered an additional service.

340 Confirm Manhole Evaluations

Engineer shall review the inspection reports and video footage of the manholes indicated in the attached Table 3. The Engineer shall provide a technical memorandum or reconciliation report confirming the current condition scores. Any recommendation for changing of scores shall be accompanied by specific report or video footage references. Any CCTV, acoustical, or physical testing of any manholes by the Engineer will be considered an additional service.

350 Review Manhole and Pipeline Rehabilitation Specifications

Engineer will review the City's existing standard manhole and pipeline rehabilitation specifications and offer recommendations for modifications based on the review of alternatives.

360 Identify Manhole and Pipeline Rehabilitation Alternatives

Engineer will research and evaluate products that have been successfully used by the City and others to rehabilitate manholes. The basic description of rehabilitation for the manhole, components, advantages, and disadvantages of each product will be identified.

Engineer will research products that have been successfully used to rehabilitate pipelines and prepare a list of methods and materials. The description of each method will include an evaluation of installation methods and advantages and disadvantages of each method will be identified. The list will be provided to the City ahead of review in a workshop.

370 Conduct Workshop No. 2

Following the detailed review, Engineer will hold Workshop No. 2 – Condition Assessment Results, Rehabilitation Technology Options, and Specifications Review. This workshop will also cover cost development criteria. Costs are to be developed in Task 400.

TASK 400 – DEVELOP REHABILITATION ALTERNATIVES

410 Site Visits

Site visits, coordinated with the City, will be taken to verify on-site conditions that could impact rehabilitation techniques, such as access, wetlands/waterbodies, roadway conditions, and above-grade utilities.

420 Identify Rehabilitation Alternatives

After a detailed review of the condition assessment data and rehabilitation requirements, Engineer will develop .rehabilitation alternatives for each project area. Rehabilitation alternatives shall consider different rehabilitation methods (CIPP lining, open-cut replacement, slip lining etc.). The rehabilitation alternatives shall address defects identified during the Condition Assessment/Rehabilitation Identification task.

The City will provide information on the hydraulic limited segments of pipeline segments from their system hydraulic model. The Engineer will review the information to identify segments where hydraulic capacity may be impacted by rehabilitation methods.

430 Alternatives Cost Development

Methods to establish cost comparisons will be developed for each project area. Costs shall consider bypass pumping,pipeline and manhole rehabilitation, required point repairs, pre- and post CCTV, cleaning, and any other work required for successful implementation of the rehabilitation method including easement purchases.Engineer shall develop a technical memorandum documenting the approach.

Engineer will develop a capital cost estimate for each rehabilitation alternative for each project area. Cost estimates will include cost of construction, materials, cleaning, bypass pumping, and engineering and administrative costs. For each project area, separate cost estimates will be developed for rehabilitation of the high priority pipe only and then a second estimate for the proposed rehabilitation of the entire project area. The estimates shall at a minimum be broken down to include separate costs for design, the construction of pipes and manholes, bypass pumping, access, environmental impacts, transportation impacts, surface restoration, engineering design, construction oversight and administration, and contingency. The evaluation shall also in include an evaluation of non-cost factors.

440 Alternatives Comparison

The rehabilitation alternatives shall be compared and evaluated based on costs for each rehabilitation method and the pros and cons of each rehabilitation method. .

450 Conduct Workshop 3A – Alternatives Review

Engineer will conduct Workshop No. 3A – Alternatives Selection to review pipeline rehabilitation alternatives. This workshop will cover the rehabilitation alternatives for each pipe and their costs.

460 Conduct Workshop 3B – Alternatives Selection

Engineer will revise alternatives and costs based on comments received in the meeting and conduct Workshop No. 3B to present the revised alternatives and costs.

Workshop will also cover criteria for assembling project packages and schedules in Task 500.

TASK 500 – DEVELOP PROJECT PACKAGES

510 Develop Project Packages and Schedule

Engineer will develop preliminary project packages from the selected alternatives. Projects shall consider cost savings from the economy of scale that may be realized by combining lower priority projects adjacent to higher priority segments. The number of project packages is estimated to be 10 or less.

Engineer will gather data from GIS sources for use in developing possible projects. This includes information from aerial maps, USGS, Park Service, US Fish & Wildlife to identify stream crossings, wetlands, highways, railroads, and other factors that could impact the work.

Bypass pumping requirements will be reviewed based upon flows provided by the City and incorporated as a factor in development of project packages.

Engineer will develop a draft map based on the GIS data showing the recommended project packages.

520 Cost Estimating

Based on the alternative selection cost development criteria established in Task 400 and the rehabilitation methods evaluated, cost estimates will be developed.

Engineer will develop a capital cost estimate for each of the project packages. The project packages can include cleaning-only or projects that include rehabilitation. Cost estimates will include cost of construction, materials, cleaning, bypass pumping, and engineering and administrative costs. For each project area, separate cost estimates will be developed for rehabilitation of the high priority pipe only and then a second estimate for the proposed rehabilitation of the entire project area. The estimates shall

at a minimum be broken down to include separate costs for design, the construction of pipes and manholes, bypass pumping, access, environmental impacts, transportation impacts, surface restoration, engineering design, construction oversight and administration, and contingency. The evaluation shall also in include an evaluation of non-cost factors.

530 Project Scheduling

The City will provide a template for project schedules in Excel format. Engineer shall develop individual project schedules and establish preliminary phasing the work for review by the City. Individual project schedules should be project specific and include permits, design, construction, and easement acquisition if necessary. Engineer to determine whether easements are required and City will provide input on time required to obtain easements.

540 Project Package Development

Engineer shall develop a Technical Memorandum outlining the project packages including preliminary costs and schedules for City review ahead of a workshop.

550 Conduct Workshop 4A – Project Packaging Review

Engineer will present and review preliminary project packages with City staff in Workshop No. 4A. City should be prepared to coordinate other City capital projects that may impact the grouping or scheduling of project packages.

560 Conduct Workshop 4B – Project Packaging Selection

Engineer will revise project packages based on comments in 4A workshop. Engineer will present project packages and schedules in workshop 4B.

Criteria for preliminary project phasing will be discussed in this workshop ahead of draft PDR development.

TASK 600 – PREPARE AND SUBMIT DRAFT PRELIMINARY DESIGN REPORT

610 Develop Draft Preliminary Design Report (PDR)

Engineer will prepare a draft PDR that identifies the preliminary design criteria for the recommended rehabilitation alternative for each project. The projects will be grouped into construction contracts that consider type of work, location, criticality, and the City's 5-year Capital Improvements Plan. The recommended plan shall include a detailed design and construction schedule.

PDR shall include at a minimum for each project area:

- Individual project area map.
- Identification of the condition and criticality of each pipe segment in table and mapping format.
- Summary of the pipe condition broken out by high and low priority pipe and the defects being addressed.

- Detailed description of rehabilitation methods chosen and advantages/disadvantagse of the methods.
- Detailed description of alternatives considered.
- Individual preliminary design cost estimates for each alternative and each project package.
- Evaluation of non-cost factors.
- Evaluation of cost and non-cost factors.
- Identification of all stream crossings, railroad crossings, highway crossings, traffic impacts, or other special features that will impact cost estimates and/or schedules.
- Detailed project schedule.

620 Develop Draft Business Cases

Engineer will develop a draft business case for each project package. The business case will summarize the financial justification for each project based upon the findings in each PDR.

630 Capital Improvement Plan Phasing

Engineer shall establish a master schedule for phasing the projects to meet goals established by the City. Projects must be phased so that high priority projects are completed by the Consent Decree time frame. Phasing should take into account factors that influence project schedule.

640 Conduct Workshop

Engineer will conduct Workshop No. 5 – Draft Preliminary Design Report, to review the draft reports and business case for each project. The purpose of this workshop will be to receive comments from the City and to discuss phasing of the project packages. Project phasing will be based on Criticality, Consent Decree deadlines, and the City's overall Capital Improvement Plan budget. Phasing shall include cost savings from the economy of scale that may be realized by combining lower priority projects adjacent to higher priority segments.

TASK 700 – FINAL PRELIMINARY DESIGN REPORT

710 Develop Final Preliminary Design Report

Based upon feedback from Workshop No. 5, Engineer will prepare and submit the final Preliminary Design Reports and business cases for each project package along with the final CIP Phasing plan.

TASK 800 - ADDITIONAL SERVICES

810 General Tasks

Additional services are not in the scope of work for this Agreement. These services will be performed at the City's request with compensation adjustments. Additional services that the City might choose to add to the scope of services include, but are not

limited to, the following items.

- General:
  - Observation or physical inspection of manholes by Engineer or others..
  - Observation or provision of additional CCTV and multisensory inspections by Engineer or others.
- Inspection or Testing:
  - Coordination of acoustic testing of segments using SL-RAT, or other technology.
  - Geotechnical or subsurface utility investigations.
  - Groundwater monitoring or studies.
- Conducting pilot studies and tests.
- Hazardous Environmental Conditions.
  - Remedial investigation/feasibility study or Phase I Environmental Site Assessments to determine the quantity and location of contamination.
  - Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.
- Public Outreach support or additional work in connection with public information activity.
- Field surveying.
- Collection system mapping or hydraulic modeling.
- Permitting fees.
- Property and easement public record research and acquisition.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

- All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement. The information required will include, but not be limited to the following:
  - All applicable GIS files, project shapefiles, and maps pertaining to pipelines.
  - All CCTV and reports for pipelines 15 inches to 30 inches in diameter.
  - All CCTV, multi-sensor, and reports for all pipelines over 30 inches in diameter.
  - Locations of all hydraulically limited pipe segments from City's hydraulic model.
  - All pole camera videos and reports of manhole inspections.
  - Identification of additional manholes requiring inspection.
  - Flow estimates for bypass pumping.
  - Listing of the easements for all properties indicated on Tables 1 through 3 (attached), indicating width and status (recorded, prescriptive, not found) for each along with special conditions, if any.
- Access to public and private property when required in performance of the Engineer's services.
- Sharepoint training to Engineer
- Manage the performance of other consultants under direct contract to City necessary

for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this Scope of Services and Compensation).

PROJECT SCHEDULE

The overall Project schedule to complete the Tasks as outlined above and will complete Workshop 3B – Alternatives Selection by March 1, 2019, and Workshop 4B – Project Packaging Selection by May 1, 2019. Engineer proposes to perform the services as detailed in the Project Schedule attached to this Scope of Services.

Table 1 –High Priority Pipes to be Rehabilitated or Cleaned

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
00054MH_00074MH	18	5	3	235	BR1
00338MH_00337MH	18	4	5	395	BR1
00428MH_00976MH	18	5	3	191	MC3
00644MH_00643MH	30	5	4	352	MC1
00927MH_00928MH	15	4	5	179	MC3
01231MH_01230MH	15	5	5	106	MC1
01232MH_01231MH	15	4	5	444	MC1
01235MH_01236MH	15	5	3	122	MC1
01236MH_01237MH	18	5	3	407	MC1
01237MH_00635MH	18	5	3	477	MC1
01238MH_00645MH	18	5	3	360	MC3
01286MH_01287MH	18	4	5	363	CC6
01488MH_01477MH	18	5	4	164	CC6
02658MH_02659MH	15	4	5	252	RB8
02659MH_02664MH	15	5	5	297	RB8
02771MH_02302MH	18	5	3	280	GC5
03189MH_03196MH	18	5	3	375	GC4
03213MH_03218MH	18	5	3	363	GC4
03338MH_03341MH	15	5	3	162	GC5
03362CO_03368MH	15	5	3	179	GC5
03596MH_03595MH	15	5	3	411	MC3
03954MH_03953MH	15	5	4	390	MC2
04433MH_04434MH	15	5	3	141	GC2
04767MH_05003MH	18	5	3	32	GC4
05001MH_05316MH	18	5*	3	263	GC4
05003MH_03189MH	18	5	3	515	GC4
05004MH_04767MH	18	5	3	337	GC4
05005MH_05382MH	18	5	3	31	GC4
05017MH_05009MH	18	5	3	80	GC4
05022MH_05023MH	18	5	3	454	GC4
05023MH_05007MH	18	5	3	306	GC4
05183MH_05285MH	15	5	3	420	GC5
05187MH_05004MH	18	5	3	54	GC4
05208MH_31410MH	18	5	3	353	GC4
05316MH_05316MHA	18	5*	3	75	GC4
05316MHA_05005MH	18	5	3	26	GC4
05382MH_05383MH	18	5	3	106	GC4
05383MH_05187MH	18	5	3	22	GC4
05482MH_05478MH	15	5	5	438	RB6
05486MH_05482MH	15	5	3	614	RB6
05529MH_31455MH	18	4	5	449	RB5

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
05542MH_05529MH	18	5	3	527	RB5
06122MH_04485MH	18	5	5	576	GC2
06679MH_06678MH	18	5	5	427	GC1
07423MH_27224MH	15	4	5	537	RB3
07434MH_07430MH	15	5	3	219	RB3
07856MH_06680MH	18	4	5	299	GC1
08222MHA_08221MH	15	5	3	203	SB6
10185MH_10185MHA	21	4	5	241	CC2
10195MH_10394MH	21	4	5	299	CC2
10391MH_10375MH	21	5	3	257	CC2
10395MH_10386MH	21	5	5	548	CC2
12380MH_02323MH	18	5	3	194	MC1
13923MH_13921MH	18	5	3	190	MC3
14417MH_14417MHA	15	5	3	158	RB7
14431MH_14432MH	15	5	3	149	RB7
15239MH_15388MH	15	5	3	234	CC4
15240MH_16183MH	24	4	5	845	SB4
15253MH_32613MH	48	4	5	3	CC5
15275MH_15274MH	15	5	3	485	CC4
15277MH_15275MH	15	5	3	122	CC4
15280MH_23163MH	15	5	3	202	CC4
15388MH_15278MH	15	5	3	308	CC4
15438MH_30785MH	15	4	5	154	SB5
15439MH_30784MH	15	5	3	374	SB5
15442MH_15442MHA	15	5	4	102	SB5
15477MH_30780MH	15	5	5	169	SB5
15524MH_15845MH	15	5	3	220	SB1
15534MH_15554MH	15	5	3	395	SB2
15535MH_15534MH	15	5	3	164	SB2
15538MH_15537MH	15	5	3	160	SB2
15552MH_16211MH	15	5	3	466	SB2
15553MH_15553MHA	15	5	3	435	SB2
15576MH_15524MH	15	5	3	269	SB1
15597MH_15596MH	36	5	4	242	SB8
15599MH_15598MH	36	4	5	112	SB8
15639MH_15239MH	15	4	5	101	CC4
15640MHA_15639MH	15	4	5	365	CC4
15722MH_15721MH	15	5	3	523	SB3
15790MH_15790MHA	24	5	4	235	SB4
15796MH_15797MH	36	4	5	256	SB4
15844MH_15848MH	15	5	3	461	SB1
15845MH_15844MH	15	5	5	397	SB1

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
15847MH_24386MH	18	4	5	229	SB1
16070MH_16071MH	36	4	5	171	SR10
16082MH_16083MH	36	5	4	485	SR10
17964MH_16067MH	30	5	4	606	SR10
19119MH_19118MH	15	5	3	243	SR2
19213MH_26844MH	15	5	5	185	CC1
19508MH_25351MH	15	5	3	138	SR6
19788MH_19789MH	15	5	3	237	SR5
19943MH_19942MH	15	5	3	328	SR5
20936MHA_20962MH	15	4	5	218	SR4
20941MH_20942MH	15	5	4	288	SR4
21052MH_21052MHA	15	5	5	112	SR2
21052MHA_21050MH	15	5	5	184	SR2
21405MH_21406MH	15	4	5	155	SR9
21413MH_21412MH	18	5	4	338	SR1
22197MH_22198MH	15	4	5	290	SR8
24059MH_24059MHA	48	4	5	164	GC7
24059MHA_24362MH	48	5	5	171	GC7
24160MH_24171MH	54	5	5	550	RB1
24214MH_24213MH	15	5	3	142	SB6
24292MH_24291MH	48	5	4	143	GC3
24303MH_24302MH	48	5	4	588	GC3
24309MH_27609MH	36	4	5	154	GC3
24325MH_24326MH	48	5	5	167	GC6
24329MH_24330MH	48	4	5	254	GC6
24339MH_31453MH	48	4	5	45	GC7
24351MH_24350MH	48	4	5	318	GC3
24352MH_24351MH	48	4	4	508	GC3
24361MH_24360MH	48	5	5	500	GC7
24362MH_24361MH	48	5	5	121	GC7
24363MH_31531MH	54	4	5	1012	GC7
24365MH_24366MH	54	5	5	922	GC7
24368MH_24367MH	54	4	5	353	GC7
24381MH_24380MH	30	5	4	379	MC1
24388MH_24387MH	36	4	5	408	CC3
24389MH_24388MH	36	4	5	385	CC3
24390MH_24389MH	48	5	5	383	CC3
24396MH_24390MH	36	4	5	220	CC3
24571MH_24572MH	30	5	4	443	MC1
24573MH_24574MH	30	5	4	279	MC1
24875MH_24873MH	30	5	4	199	BR1
24876MH_24875MH	30	5	4	405	BR1

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
25134MH_28888MH	30	5	4	147	SR7
25205MH_25206MH	42	5	4	141	WC1
25209MH_25210MH	42	5	4	246	WC1
25870MH_25871MH	18	4	5	208	CC6
26116MH_26115MH	30	5	4	324	MC1
26361MH_26692MH	30	5	4	598	MC1
26690MH_26689MH	30	5	4	469	MC1
26692MH_26691MH	30	5	4	471	MC1
26693MH_26361MH	30	4	5	474	MC1
26706MH_24372MH	30	5	4	579	MC1
26759MH_26760MH	36	4	5	449	CC6
26806MH_26808MH	42	5	5	161	CC1
26818MH_26820MH	42	5	5	343	CC1
26824MH_26816MH	42	4	5	471	CC1
26831MH_26835MH	42	4	5	561	CC1
26835MH_26836MH	42	4	5	633	CC1
26837MH_26838MH	42	4	5	175	CC1
26838MH_26839MH	42	4	5	362	CC1
26840MH_26841MH	42	4	5	166	CC1
26841MH_26842MH	42	4	5	286	CC1
27237MHA_27325MH	15	5	5	536	RB10
27280MH_14416MH	18	5	3	231	RB7
27329MHA_27329MHB	15	5	5	317	RB2
27330MH_27329MH	15	5	4	286	RB2
27458MH_27457MH	15	5	3	275	RB4
27482MH_27471MH	15	5*	3	37	GC9
27483MH_27482MH	15	5*	3	68	GC9
27484MH_27483MH	15	5*	3	82	GC9
27485MH_27484MH	15	5*	3	26	GC9
27488MH_27487MH	18	5	4	379	GC1
28026MH_28793MH	15	5	3	121	WC1
28027MH_27905MH	15	5	3	283	WC1
28030MH_28030OT	15	5	3	47	WC1
28031MH_28037MH	15	5	3	442	WC1
28037MH_28795MH	15	5	3	240	WC1
28040MH_28041MH	15	5	3	217	WC1
29064MH_00636MH	18	5	3	354	MC1
30780MH_30780MHA	15	5	5	31	SB5
30781MH_15441MH	15	5	3	370	SB5
30785MH_30788MH	15	5	5	129	SB5
30796MH_30796MHA	15	5	3	213	SB2
30890MH_08560MH	18	5	5	523	SB7

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
31181MH_31180MH	21	5	3	20	CC2
31215MH_15280MH	15	5	3	245	CC4
31298MH_31297MH	30	4	5	250	GC8
31312MH_31320MH	30	5	4	66	GC7
31453MH_24385MH	48	4	5	548	GC7
31551MH_18789MH	27	5	4	271	SR3
31598MH_31596MH	15	5	3	66	RB9
16062MH_16063MH	30	4	5	436	SR10
24156MH_24157MH	54	4	5	327	RB1
24219MH_24209MH	15	5	5	293	SB6
24290MH_24289MH	48	4	5	370	GC3
24302MH_24301MH	48	4	5	753	GC3
24345MH_31417MH	48	4	5	326	GC3
24346MH_24345MH	48	4	5	175	GC3
24347MH_24346MH	48	4	5	250	GC3
24348MH_24347MH	48	4	5	118	GC3
24349MH_31409MH	48	4	5	169	GC3
24350MH_24349MH	48	4	5	182	GC3
24352MH_24351MH	48	4	5	508	GC3
24353MH_24530MH	48	4	5	240	GC3
24356MH_24355MH	48	4	5	295	GC3
24360MH_24359MH	48	4	5	479	GC7
24385MH_31320MH	48	4	5	393	GC7
30784MH_30783MH	15	4	5	352	SB5
31409MH_24348MH	48	4	5	326	GC3
31417MH_24344MH	48	4	5	62	GC3
Note: items in red are high priority cleaning only projects					
Note: items in blue are high priority cleaning and/or rehabilitation					
**Assigned a level 5 based on previous SSOs in the area*					

Table 2 –Other Pipes to be Evaluated

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
00141MH_03186MH	18	4	3	464	GC4
00579MH_23921MH	30	2	4	257	MC1
00635MH_00650MH	18	4	3	321	MC1
00636MH_00637MH	18	4	3	337	MC1
00637MH_00638MH	18	2	3	309	MC1
00638MH_00647MH	18	3	4	334	MC1
00643MH_26118MH	30	2	4	320	MC1
00646MH_00644MH	30	3	4	241	MC1
00647MH_00646MH	30	4	4	453	MC1

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
00650MH_29063MH	18	2	3	42	MC1
01223MH_01235MH	15	4	4	126	MC1
01224MH_01223MH	15	4	3	280	MC1
01225MH_01224MH	15	2	3	187	MC1
01226MH_01225MH	15	2	3	117	MC1
01227MH_01226MH	15	4	3	154	MC1
01228MH_01227MH	15	3	3	315	MC1
01229MH_01228MH	15	2	4	141	MC1
01230MH_01229MH	15	3	4	329	MC1
01233MH_01232MH	15	4	4	143	MC1
01693MH_02038MH	30	3	4	619	MC1
01694MH_01695MH	30	3	4	540	MC1
01695MH_01696MH	30	2	4	74	MC1
01697MH_01698MH	30	3	4	257	MC1
01698MH_01698MHA	30	4	4	325	MC1
01698MHA_02036MH	30	3	4	400	MC1
02034MH_01693MH	30	3	4	409	MC1
02035MH_02034MH	30	4	4	433	MC1
02036MH_02035MH	30	3	4	418	MC1
02037MH_01694MH	30	3	4	617	MC1
02038MH_02037MH	30	4	4	617	MC1
02230MH_24573MH	30	4	4	404	MC1
02286MH_02292MH	15	4	3	580	GC5
02290MH_02307MH	15	4	3	345	GC5
02291MH_02290MH	15	2	3	147	GC5
02292MH_02291MH	15	3	3	510	GC5
02302MH_02307MH	18	2	3	407	GC5
02321MH_01235MH	18	3	4	284	MC1
02322MH_02321MH	18	2	3	300	MC1
02323MH_02322MH	18	3	3	372	MC1
02360MH_31413MH	18	4	3	103	GC4
02361MH_31411MH	18	4	3	196	GC4
03186MH_03186MHA	18	4	3	22	GC4
03186MHA_03187MH	18	4	3	179	GC4
03187MH_03223MH	18	4	3	315	GC4
03196MH_03198MH	18	4	3	134	GC4
03198MH_00141MH	18	4	3	512	GC4
03214MH_03213MH	18	4	3	72	GC4
03217MH_03214MH	18	4	3	420	GC4
03218MH_31416MH	18	4	3	29	GC4
03222MH_03217MH	18	4	3	162	GC4
03223MH_03222MH	18	4	3	325	GC4

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
03341MH_03373MH	15	4	3	227	GC5
03349MH_03350MH	15	2	3	145	GC5
03350MH_03361MH	15	2	3	90	GC5
03357MH_03362MH	15	3	3	87	GC5
03361MH_03371MH	15	2	3	43	GC5
03362MH_03362CO	15	4	3	205	GC5
03368MH_03370MH	15	3	3	317	GC5
03369MH_02286MH	15	4	3	195	GC5
03370MH_03369MH	15	3	3	322	GC5
03371MH_03357MH	15	4	3	420	GC5
03373MH_03349MH	15	2	3	328	GC5
04373MH_06121MH	18	2	3	138	GC2
04434MH_06122MH	18	2	3	155	GC2
04436MH_04433MH	15	3	3	165	GC2
04442MH_04469MH	18	4	3	497	GC2
04463MH_04471MH	15	2	4	180	GC2
04466MH_04470MH	15	2	5	142	GC2
04467MH_04466MH	15	3	4	156	GC2
04469MH_04373MH	18	2	4	149	GC2
04470MH_04463MH	15	3	4	116	GC2
04471MH_04472MH	15	2	4	329	GC2
04472MH_04473MH	15	4	3	415	GC2
04473MH_04483MH	15	4	3	129	GC2
04474MH_04436MH	15	3	3	215	GC2
04478MH_04479MH	15	4	3	342	GC2
04479MH_04467MH	15	3	3	274	GC2
04483MH_04484MH	15	2	5	160	GC2
04484MH_04474MH	15	2	3	182	GC2
04485MH_04442MH	18	2	3	118	GC2
04842MH_05208MH	18	4	3	150	GC4
04843MH_05157MH	18	4	3	447	GC4
04982MH_05024MH	18	4	3	195	GC4
05006MH_05017MH	18	4	3	377	GC4
05007MH_05006MH	18	4	3	306	GC4
05008MH_05001MH	18	2	3	521	GC4
05009MH_05008MH	18	4	3	428	GC4
05024MH_05022MH	18	2	3	173	GC4
05157MH_04982MH	18	4	3	467	GC4
05285MH_03338MH	15	4	3	452	GC5
05450MH_05446MH	15	4	3	457	RB6
05453MH_06044MH	15	4	3	223	RB6
05478MH_05453MH	15	4	3	590	RB6

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
05544MH_05542MH	18	3	5	565	RB5
05551MH_31456MH	21	3	3	226	RB5
06044MH_05450MH	15	3	3	262	RB6
06120MH_31406MH	18	2	3	138	GC2
06121MH_06120MH	18	2	3	100	GC2
06680MH_06679MH	18	3	5	203	GC1
07857MH_07856MH	18	3	5	223	GC1
07857MHA_07857MH	18	2	4	73	GC1
08184MH_08185MH	24	4	4	523	SB6
08221MH_24214MH	15	2	4	189	SB6
08222MH_08222MHA	15	4	3	528	SB6
08226MH_08222MH	15	4	3	545	SB6
08352MH_08348MH	24	4	4	115	SB7
08354MH_08352MH	24	2	4	187	SB7
08517MH_08354MH	24	4	4	314	SB7
08521MH_08517MH	18	4	3	137	SB7
08524MH_08521MH	18	4	3	387	SB7
08532MH_08524MH	18	4	3	214	SB7
08533MH_08532MH	18	4	3	151	SB7
08536MH_08533MH	18	4	4	366	SB7
08546MH_08546MHA	18	3	3	46	SB7
08546MHA_08548MH	18	4	3	210	SB7
08547MH_08536MH	18	4	4	362	SB7
08548MH_08547MH	18	2	3	99	SB7
08560MH_31423MH	18	3	3	43	SB7
09172MH_30893MH	15	3	3	144	SB7
09173MH_09172MH	15	4	3	494	SB7
09174MH_09173MH	15	3	3	296	SB7
09869MH_09174MH	15	4	3	402	SB7
09889MH_09869MH	15	3	5	118	SB7
14416MH_14417MH	18	4	3	364	RB7
14417MHA_14430MH	15	3	3	247	RB7
14430MH_14431MH	15	2	3	107	RB7
14432MH_14433MH	15	4	3	214	RB7
14435MH_14434MH	42	3	4	374	WC1
14436MH_14435MH	42	3	4	148	WC1
14437MH_14436MH	42	3	4	823	WC1
14438MH_14437MH	42	3	4	72	WC1
14441MH_14438MH	42	3	4	294	WC1
14442MH_14441MH	42	3	4	454	WC1
14443MH_14442MH	42	3	4	598	WC1
14444MH_14443MH	42	3	4	502	WC1

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
14858MH_14858MHA	42	3	5	597	WC1
14858MHA_25203MH	42	2	5	21	WC1
14986MH_14444MH	42	3	4	206	WC1
14987MH_14986MH	42	3	4	157	WC1
14988MH_14987MH	42	3	4	438	WC1
14989MH_14988MH	42	4	4	540	WC1
14990MH_14989MH	42	3	4	376	WC1
14991MH_14990MH	42	3	4	79	WC1
14992MH_14991MH	42	3	4	252	WC1
15278MH_15279MH	15	3	3	131	CC4
15279MH_15387MH	15	4	3	187	CC4
15386MH_23169MH	15	3	3	101	CC4
15387MH_31215MH	15	4	3	227	CC4
15440MH_15439MH	15	3	3	290	SB5
15441MH_15441MHA	15	4	3	97	SB5
15441MHA_15477MH	15	4	3	234	SB5
15442MHA_30781MH	15	3	4	81	SB5
15443MH_15442MH	15	4	3	384	SB5
15536MH_15536MHA	15	3	3	18	SB2
15536MHA_15535MH	15	4	3	159	SB2
15537MH_15536MH	15	4	3	55	SB2
15539MH_15538MH	15	3	3	106	SB2
15540MH_15539MH	15	4	3	241	SB2
15553MHA_15553MHB	15	3	3	71	SB2
15553MHB_23187MH	15	4	3	48	SB2
15554MH_30794MH	15	2	3	56	SB2
15580MH_30900MH	15	2	4	77	SB2
15581MH_28729MH	15	2	3	112	SB2
15640MH_15640MHA	15	4	3	120	CC4
15642MH_15642MHA	15	2	3	78	CC4
15642MHA_28708MH	15	4	3	121	CC4
15688MH_15689MH	15	4	4	505	SB3
15689MH_28926MH	15	4	4	308	SB3
15790MHA_16183MH	24	4	4	406	SB4
15793MH_15794MH	36	2	4	240	SB4
15794MH_15796MH	36	2	4	261	SB4
15843MH_15847MH	18	2	3	173	SB1
15848MH_15843MH	15	4	3	56	SB1
16183MH_15793MH	36	2	4	140	SB4
16211MH_16212MH	15	4	3	422	SB2
16212MH_15581MH	15	4	3	237	SB2
19060MH_19063MH	15	3	4	364	SR2

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
19061MH_19064MH	15	3	4	102	SR2
19062MH_19061MH	15	3	4	306	SR2
19063MH_19088MH	15	4	4	307	SR2
19064MH_19065MH	15	4	4	176	SR2
19065MH_19066MH	15	4	4	211	SR2
19088MH_31399MH	15	3	4	91	SR2
19115MH_19060MH	15	3	3	167	SR2
19116MH_19115MH	15	3	3	432	SR2
19117MH_19116MH	15	3	3	186	SR2
19118MH_19117MH	15	3	4	228	SR2
19120MH_19119MH	15	4	3	503	SR2
19789MH_19798MH	15	3	3	294	SR5
19793MH_19949MH	15	3	3	241	SR5
19794MH_19793MH	15	3	3	255	SR5
19795MH_19794MH	15	4	3	193	SR5
19796MH_19795MH	15	3	3	100	SR5
19797MH_19796MH	15	4	3	215	SR5
19798MH_19797MH	15	2	3	297	SR5
19942MH_19449MH	18	4	3	305	SR5
19949MH_19957MH	15	2	3	306	SR5
19957MH_19958MH	15	2	3	235	SR5
19958MH_19962MH	15	4	3	180	SR5
19959MH_19943MH	15	4	3	391	SR5
19960MH_19959MH	15	3	3	297	SR5
19961MH_19960MH	15	3	3	245	SR5
19962MH_19961MH	15	3	3	343	SR5
21050MH_21050MHA	15	3	4	81	SR2
21050MHA_21344MH	15	4	4	240	SR2
21069MH_21052MH	15	3	4	168	SR2
21344MH_19120MH	15	3	4	609	SR2
23163MH_23170MH	15	4	3	148	CC4
23169MH_23169MHA	15	4	3	87	CC4
23169MHA_15277MH	15	3	3	41	CC4
23170MH_31042MH	15	4	3	34	CC4
23187MH_23187MHA	15	3	3	114	SB2
23187MHA_15552MH	15	4	3	150	SB2
23921MH_24384MH	30	4	4	328	MC1
24118MH_15586MH	36	4	4	329	SB2
24119MH_31532MH	18	4	3	51	SB2
24209MH_33117MH	24	3	4	36	SB6
24210MH_24209MH	15	4	4	539	SB6
24211MH_24210MH	15	4	3	112	SB6

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
24212MH_24211MH	15	3	3	277	SB6
24213MH_24212MH	15	4	3	266	SB6
24260MH_24259MH	24	4	4	196	GC2
24261MH_24260MH	24	4	4	438	GC2
24287MH_24356MH	48	3	4	508	GC3
24288MH_24287MH	48	3	4	281	GC3
24289MH_24288MH	48	2	4	87	GC3
24291MH_24290MH	48	3	4	346	GC3
24293MH_24292MH	48	2	4	249	GC3
24294MH_24293MH	48	2	4	400	GC3
24295MH_24294MH	48	3	4	313	GC3
24296MH_24295MH	48	2	4	345	GC3
24297MH_24296MH	48	3	4	200	GC3
24298MH_24297MH	48	3	4	168	GC3
24299MH_24300MH	48	3	4	242	GC3
24300MH_24298MH	48	3	4	174	GC3
24301MH_24299MH	48	3	4	299	GC3
24304MH_24303MH	42	3	4	324	GC3
24305MH_24307MH	42	4	4	189	GC3
24306MH_24304MH	42	4	4	334	GC3
24307MH_24306MH	42	3	4	190	GC3
24308MH_24309MH	42	3	4	166	GC3
24310MH_24311MH	42	3	4	183	GC3
24311MH_27638MH	42	3	4	214	GC3
24319MH_24305MH	42	4	4	280	GC3
24354MH_24353MH	48	3	4	118	GC3
24355MH_24529MH	48	3	4	392	GC3
24357MH_24371MH	48	3	5	621	GC7
24358MH_24357MH	48	3	5	1047	GC7
24359MH_24358MH	48	3	5	1041	GC7
24360MH_24359MH	48	3	5	479	GC7
24364MH_24363MH	54	3	5	929	GC7
24366MH_24364MH	54	3	5	1012	GC7
24367MH_24365MH	54	3	5	420	GC7
24369MH_24368MH	54	3	5	13	GC7
24370MH_24369MH	54	3	5	753	GC7
24371MH_24370MH	48	3	5	36	GC7
24372MH_24379MH	30	3	4	451	MC1
24373MH_26708MH	30	1	5	202	MC1
24374MH_26710MH	30	4	4	547	MC1
24375MH_24374MH	30	4	4	149	MC1
24376MH_24375MH	30	3	4	214	MC1

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
24377MH_24376MH	30	4	4	218	MC1
24378MH_24377MH	30	3	4	131	MC1
24379MH_24378MH	30	4	4	482	MC1
24380MH_26709MH	30	4	4	195	MC1
24382MH_24381MH	30	4	4	309	MC1
24383MH_24382MH	30	4	4	193	MC1
24384MH_24383MH	30	2	5	127	MC1
24529MH_24354MH	48	3	4	145	GC3
24530MH_24352MH	48	3	4	161	GC3
24568MH_24569MH	30	3	4	39	MC1
24569MH_00579MH	30	2	4	34	MC1
24572MH_02230MH	30	3	4	386	MC1
24574MH_24568MH	30	3	4	343	MC1
25022MH_04842MH	18	4	4	500	GC4
25023MH_25022MH	15	3	4	424	GC4
25203MH_25204MH	42	3	4	313	WC1
25204MH_25205MH	42	3	4	311	WC1
25206MH_25206MHA	42	3	4	22	WC1
25206MHA_25207MH	42	4	4	129	WC1
25207MH_25208MH	42	3	4	151	WC1
25208MH_25209MH	42	3	4	293	WC1
25210MH_25211MH	42	4	4	117	WC1
25211MH_31444MH	42	3	4	389	WC1
25212MH_25213MH	42	3	4	192	WC1
25213MH_25214MH	42	3	4	357	WC1
25214MH_25215MH	42	3	4	117	WC1
25215MH_25215MHA	42	3	5	433	WC1
25215MHA_25216MH	42	3	4	175	WC1
25216MH_25217MH	42	3	4	196	WC1
25217MH_25219MH	42	3	4	351	WC1
25219MH_25220MH	42	3	5	195	WC1
25220MH_25221MH	42	3	4	101	WC1
25221MH_25222MH	42	3	4	213	WC1
25222MH_25223MH	42	3	5	388	WC1
25223MH_25224MH	42	3	4	213	WC1
25224MH_25225MH	42	3	4	278	WC1
25225MH_25226MH	42	3	4	232	WC1
25226MH_25227MH	42	3	4	433	WC1
25227MH_25228MH	42	3	4	383	WC1
25228MH_25229MH	42	3	4	472	WC1
25229MH_31445MH	42	3	4	309	WC1
25230MH_25231MH	42	3	4	362	WC1

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
25231MH_25232MH	42	3	4	244	WC1
25232MH_25233MH	42	4	4	247	WC1
25233MH_25235MH	42	3	4	238	WC1
25235MH_25236MH	42	3	4	132	WC1
25236MH_25237MH	42	3	4	597	WC1
25237MH_25238MH	42	3	4	390	WC1
25238MH_25239MH	42	3	4	309	WC1
25239MH_25240MH	42	3	5	150	WC1
25240MH_25241MH	42	3	5	182	WC1
25241MH_25242MH	42	3	5	301	WC1
25242MH_14992MH	42	3	5	112	WC1
26096MH_26116MH	30	3	4	314	MC1
26113MH_24571MH	30	3	5	141	MC1
26114MH_26113MH	30	3	4	403	MC1
26115MH_26114MH	30	3	4	128	MC1
26117MH_26096MH	30	4	4	424	MC1
26118MH_26117MH	30	4	4	283	MC1
26687MH_01697MH	30	3	4	436	MC1
26688MH_26687MH	30	4	4	601	MC1
26689MH_26688MH	30	3	4	131	MC1
26691MH_26690MH	30	4	4	592	MC1
26694MH_26693MH	30	4	4	384	MC1
26695MH_26694MH	30	3	4	148	MC1
26696MH_26695MH	30	3	4	530	MC1
26697MH_26696MH	30	3	5	613	MC1
26698MH_26697MH	30	2	4	362	MC1
26699MH_26698MH	30	3	4	599	MC1
26700MH_26699MH	30	3	4	488	MC1
26701MH_26700MH	30	3	4	403	MC1
26702MH_26701MH	30	4	4	358	MC1
26703MH_26702MH	30	4	4	334	MC1
26704MH_26705MH	30	4	4	356	MC1
26705MH_24373MH	30	4	4	241	MC1
26707MH_26703MH	30	3	4	268	MC1
26708MH_26707MH	30	3	4	242	MC1
26709MH_26706MH	30	Unavailable	4	12	MC1
26710MH_26704MH	30	4	4	391	MC1
27327MH_05517MH	18	4	3	42	RB5
27328MH_27327MH	15	3	5	530	RB2
27329MH_27329MHA	15	2	4	29	RB2
27329MHB_27328MH	15	4	3	224	RB2
27331MH_27330MH	15	4	3	143	RB2

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
27332MH_27331MH	15	4	3	39	RB2
27333MH_27332MH	15	4	3	397	RB2
27334MH_27333MH	15	4	3	18	RB2
27335MH_27334MH	20	1	3	12	RB2
27336MH_27335MH	18	4	4	96	RB2
27487MH_07857MHA	18	3	5	356	GC1
27609MH_24319MH	42	4	4	266	GC3
27638MH_24308MH	42	4	4	477	GC3
27903MH_28032MH	15	4	3	237	WC1
27905MH_28028MH	15	4	3	159	WC1
28028MH_28029MH	15	4	3	464	WC1
28029MH_28030MH	15	4	3	296	WC1
28030OT_28031MH	15	3	3	398	WC1
28032MH_14858MH	15	4	3	216	WC1
28038MH_28039MH	15	4	4	150	WC1
28039MH_28040MH	15	3	3	32	WC1
28041MH_27903MH	15	3	3	137	WC1
28708MH_15640MH	15	4	3	292	CC4
28729MH_15580MH	15	2	3	49	SB2
28793MH_28794MH	15	4	3	118	WC1
28794MH_28027MH	15	4	3	329	WC1
28795MH_28038MH	15	4	4	527	WC1
28926MH_15722MH	15	4	3	421	SB3
29063MH_29064MH	18	2	3	207	MC1
30780MHA_15440MH	15	3	5	188	SB5
30783MH_15438MH	15	Unavailable	5	122	SB5
30788MH_30787MH	15	4	4	20	SB5
30794MH_30795MH	15	2	3	25	SB2
30795MH_30796MH	15	3	3	182	SB2
30796MHA_15553MH	15	2	3	66	SB2
30891MH_30890MH	21	3	3	90	SB7
30893MH_30891MH	18	4	3	513	SB7
30900MH_24119MH	15	3	5	90	SB2
31042MH_15386MH	15	4	3	112	CC4
31249MH_31312MH	30	4	4	206	GC7
31299MH_31298MH	30	4	4	161	GC8
31320MH_24059MH	48	3	5	28	GC7
31399MH_19062MH	15	4	4	192	SR2
31406MH_31407MH	18	2	4	371	GC2
31407MH_31408MH	18	2	4	159	GC2
31408MH_24261MH	18	2	3	325	GC2
31410MH_04843MH	18	3	3	54	GC4

Pipe Asset ID	Diameter	Condition	Criticality	Footage	Project Area
31411MH_24345MH	18	2	3	114	GC4
31412MH_02361MH	18	3	3	123	GC4
31413MH_31412MH	18	4	3	102	GC4
31414MH_02360MH	18	3	3	100	GC4
31415MH_31414MH	18	3	3	29	GC4
31416MH_31415MH	18	4	3	23	GC4
31423MH_08546MH	18	4	3	112	SB7
31444MH_25212MH	42	3	4	276	WC1
31445MH_25230MH	42	3	4	400	WC1
31455MH_27327MH	18	1	4	43	RB5
31456MH_05544MH	21	4	4	267	RB5
31532MH_24118MH	18	2	3	27	SB2
33117MH_08184MH	24	3	4	112	SB6
24218MH_24219MH	15	4	3	235	SB6
25109MH_14857MH	30	4	4	194	WC1
14857MH_14858MH	30	4	4	144	WC1
Note: items in red are high priority cleaning only projects					
Note: items in blue are high priority cleaning and/or rehabilitation					

Table 3 –High Priority Manholes to be Rehabilitated

Manhole Asset ID	Condition	Criticality
00041MH	5	3
00149MH	5	3
00508MH	4	5
00928MH	4	5
00929MH	4	5
01187MH	4	5
01188MH	4	5
01284MH	4	5
01287MH	5	5
01297MH	4	5
01300MH	5	4
01309MH	5	3
01312MH	4	5
01404MH	4	5
01453MH	4	5
01480MH	4	5
01483MH	5	4
01490MH	5	3
01497MH	5	5
01499MH	4	5

Manhole Asset ID	Condition	Criticality
01500MH	4	5
01972MH	5	5
01974MH	5	5
01985MH	4	5
01987MH	4	5
01989MH	4	5
01993MH	4	5
02360MH	5	3
02659MH	5	5
02665MH	4	5
03362MH	5	3
03425MH	4	5
03440MH	5	3
03952MH	5	4
05478MH	4	5
05514MH	4	5
05519MH	5	3
05544MH	4	5
05569MH	4	5
05570MH	4	5
06087MH	4	5
06977MH	4	5
07056MH	4	5
07213MH	5	4
07239MH	4	5
07249MH	5	4
07468MH	4	5
10195MH	4	5
10386MH	4	5
10389MH	5	3
10394MH	4	5
11498MH	4	5
11499MH	4	5
11724MH	4	5
14358MH	4	5
14362MH	4	5
14364MH	4	5
14389MH	4	5
14390MH	4	5
14391MH	4	5
14395MH	4	5
14396MH	5	5

Manhole Asset ID	Condition	Criticality
14501MH	5	4
15279MH	5	3
15438MH	4	5
15440MH	4	5
15442MH	5	4
15594MH	4	5
15639MH	5	5
15845MH	5	5
15900MH	4	5
15936MH	5	4
16071MH	5	5
16072MH	5	4
16074MH	5	4
16109MH	5	3
17054MH	5	3
17943MH	5	5
17944MH	4	5
18354MH	4	5
18757MH	5	5
18778MH	5	4
18781MH	4	5
18862MH	5	4
18983MH	5	5
19449MH	4	5
19548MH	5	4
19585MH	4	5
19587MH	4	5
19785MH	5	3
20134MH	5	3
20417MH	4	5
20419MH	4	5
20427MH	4	5
20428MH	4	5
20936MH	5	4
21236MH	5	5
21281MH	5	5
21699MH	5	3
21700MH	5	3
24095MH	4	5
24171MH	4	5
24185MH	4	5
24188MH	5	4

Manhole Asset ID	Condition	Criticality
24192MH	4	5
24196MH	5	3
24218MH	5	3
24219MH	5	5
24286MH	5	5
24339MH	4	5
24341MH	4	5
24353MH	5	5
24364MH	4	5
24366MH	4	5
24386MH	4	5
24387MH	4	5
24399MH	4	5
24418MH	4	5
24419MH	4	5
25198MH	5	3
25201MH	5	4
25339MH	5	3
25341MH	5	3
25344MH	5	3
25422MH	4	5
25424MH	5	4
25425MH	5	5
25844MH	4	5
25861MH	5	4
26686MH	4	5
26719MH	4	5
26722MH	4	5
26723MH	4	5
26724MH	4	5
26725MH	4	5
26726MH	4	5
26727MH	4	5
26729MH	4	5
26753MH	4	5
26814MH	5	4
27146MH	4	5
28204MH	5	5
28888MH	5	4
29084MH	4	5
29088MH	4	5
29089MH	4	5

Manhole Asset ID	Condition	Criticality
29092MH	4	5
30784MH	4	5
31453MH	4	5
31478MH	4	5
31590MH	5	4
32404MH	4	5
33501MH	5	4
33539MH	4	5
33549MH	4	5
33737MH	4	5

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7453
Major Pipeline and Manhole Rehabilitation and Replacement Preliminary Design Project

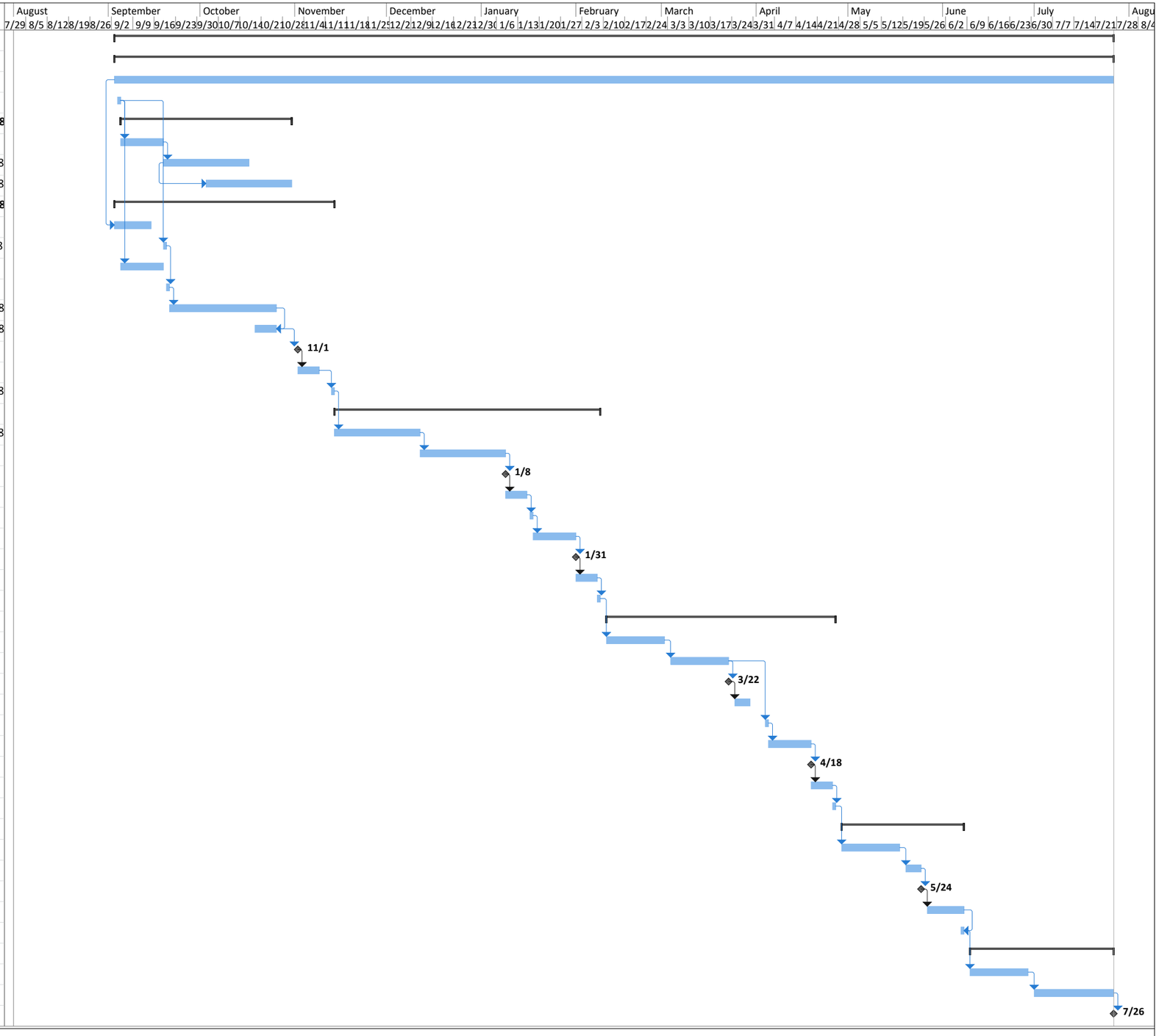
Compensation for services provided under Tasks 100 through 900 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $1,033,500.00. This includes $844,990.00 of lump sum tasks, as well as $188,510.00 of Not-To-Exceed (NTE) tasks. Lump Sum and NTE tasks are clearly labeled in the chart below.

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

Task	Description	LS/NTE	Subconsultants	Total
100	Project Coordination	LS	$33,700.00	$146,940.00
101	Project Coordination Expenses	NTE	$0.00	$24,750.00
200	Permits, Easement, & Utilities	LS	$36,500.00	$42,520.00
201	Permits, Easement, & Utilities Expenses	NTE	$0.00	$3,000.00
300	Review Existing Data and Specifications	LS	$3,100.00	$195,270.00
301	Review Existing Data and Specifications Expenses	NTE	$0.00	$21,760.00
400	Develop Rehabilitation Alternatives	LS	$80,000.00	$216,380.00
401	Develop Rehabilitation Alternatives Expenses	NTE	$0.00	$16,750.00
500	Develop Project Packages	LS	$12,100.00	$135,080.00
501	Develop Project Packages Expenses	NTE	$0.00	$14,250.00
600	Draft Preliminary Design Report	LS	$14,000.00	$88,920.00
601	Draft Preliminary Design Report Expenses	NTE	$0.00	$7,000.00
700	Final Preliminary Design Report	LS	$7,300.00	$19,880.00
701	Final Preliminary Design Report Expenses	NTE	$0.00	$1,000.00
800	Additional Services & Contingency	NTE	$20,000.00	$100,000.00
	Total of Contract		**$206,700**	**$1,033,500.00**
	% of Contract to Subconsultants		20%	
	% of Contract to Protégé		20%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

ID	Task Mode	Task Name	Duration	Start	Finish
1		**CW2020 Major Pipeline and Manhole Rehab**	**235 days**	**Mon 9/3/18**	**Fri 7/26/19**
2		**Task 100 - Project Coordination**	**235 days**	**Mon 9/3/18**	**Fri 7/26/19**
3		Project Administration	235 days	Mon 9/3/18	Fri 7/26/19
4		Kickoff Meeting	1 day	Tue 9/4/18	Tue 9/4/18
5		**Task 200 - Permits, Easements, & Utilities**	**40 days**	**Wed 9/5/18**	**Tue 10/30/18**
6		Regulatory Review	10 days	Wed 9/5/18	Tue 9/18/18
7		Preliminary Utility Coordination	20 days	Wed 9/19/18	Tue 10/16/18
8		Encroachments/Easements	20 days	Wed 10/3/18	Tue 10/30/18
9		**Task 300 - Review Existing Data/Condition Assessment**	**52 days**	**Mon 9/3/18**	**Tue 11/13/18**
10		Obtain software license for InfoNet	10 days	Mon 9/3/18	Fri 9/14/18
11		ICON Training	1 day	Wed 9/19/18	Wed 9/19/18
12		Review Available Data	10 days	Wed 9/5/18	Tue 9/18/18
13		Workshop No. 1 - Data Review Workshop	1 day	Thu 9/20/18	Thu 9/20/18
14		Review Pipeline CCTV/MH Reports/Identify Defects	25 days	Fri 9/21/18	Thu 10/25/18
15		Review City Std MH specs/make recommendations	5 days	Fri 10/19/18	Thu 10/25/18
16		Submit TM/Reconciliation Report	0 days	Thu 11/1/18	Thu 11/1/18
17		City Review TM/Reconciliation Report	5 days	Fri 11/2/18	Thu 11/8/18
18		Workshop No. 2 - Condition Assessment/Rehab Identification	1 day	Tue 11/13/18	Tue 11/13/18
19		**Task 400 - Develop Rehabilitation Alternatives**	**63 days**	**Wed 11/14/1**	**Fri 2/8/19**
20		Identify Rehabilitation Alternatives	20 days	Wed 11/14/1	Tue 12/11/18
21		Alternative Cost Development	20 days	Wed 12/12/1	Tue 1/8/19
22		Submit Draft TM on Rehab Alternatives	0 days	Tue 1/8/19	Tue 1/8/19
23		City Review Draft TM on Rehab Alternatives	5 days	Wed 1/9/19	Tue 1/15/19
24		Workshop No. 3A - Alternatives Review	1 day	Thu 1/17/19	Thu 1/17/19
25		Respond to City Comments - Workshop 3A	10 days	Fri 1/18/19	Thu 1/31/19
26		Submit TM on Rehab Alternatives	0 days	Thu 1/31/19	Thu 1/31/19
27		City Review TM on Rehab Alternatives	5 days	Fri 2/1/19	Thu 2/7/19
28		Workshop No. 3B - Alternatives Selection	1 day	Fri 2/8/19	Fri 2/8/19
29		**Task 500 - Develop Project Packages**	**55 days**	**Mon 2/11/19**	**Fri 4/26/19**
30		Develop Project Packages	15 days	Mon 2/11/19	Fri 3/1/19
31		Cost Estimating and Scheduling	15 days	Mon 3/4/19	Fri 3/22/19
32		Submit Draft TM on Project Packages	0 days	Fri 3/22/19	Fri 3/22/19
33		City review Draft TM on Project Packages	5 days	Mon 3/25/19	Fri 3/29/19
34		Workshop No. 4A - Project Packaging Review	1 day	Thu 4/4/19	Thu 4/4/19
35		Respond to City Comments - Workshop 4A	10 days	Fri 4/5/19	Thu 4/18/19
36		Submit TM on Project Packages	0 days	Thu 4/18/19	Thu 4/18/19
37		City review TM on Project Packages	5 days	Fri 4/19/19	Thu 4/25/19
38		Workshop No. 4B - Project Packaging Selection	1 day	Fri 4/26/19	Fri 4/26/19
39		**Task 600 - Draft Preliminary Design Report (Draft PDR)**	**30 days**	**Mon 4/29/19**	**Fri 6/7/19**
40		Develop Draft PDR	15 days	Mon 4/29/19	Fri 5/17/19
41		Develop Draft Business Cases	5 days	Mon 5/20/19	Fri 5/24/19
42		Submit Draft PDR	0 days	Fri 5/24/19	Fri 5/24/19
43		City/CW2020 Review Draft PDR	10 days	Mon 5/27/19	Fri 6/7/19
44		Workshop No. 5 - Draft PDR Workshop	1 day	Fri 6/7/19	Fri 6/7/19
45		**Task 700 - Final Preliminary Design Report (Final PDR)**	**35 days**	**Mon 6/10/19**	**Fri 7/26/19**
46		CIP Phasing	15 days	Mon 6/10/19	Fri 6/28/19
47		Develop Final PDR	20 days	Mon 7/1/19	Fri 7/26/19
48		Submit Final PDR	0 days	Fri 7/26/19	Fri 7/26/19



Project: CW2020 Major Pipe and
Date: Thu 6/21/18

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only	Manual Progress
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline	
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Progress	

Exhibit D

City of Columbia
CIP # SS7453
Major Pipeline and Manhole Rehabilitation and Replacement Preliminary Design Project

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Highfill Infrastructure Engineering, PC 1728 Main Street Suite 205 Columbia, SC 29201	Ray Cox, PE 803-250-6214	PROTEGE NON-MBE/WBE/SBE	Cost Estimation, OPC Development, Regulatory Review, and Utility Coordination	$206,700.00
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 07/23/2018

Project Number: SS7453

Mentor: Black & Veatch

Project Name: Major Pipeline & Manhole Re

Protégé: Highfill Infrastructure Engineering, PC

Duration of the Project: 11 months

Project Contract Amount: $1,033,500 ($100,000 contingency)

Protégé Amount: $206,700 ($20,000 contingency)

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

1. How do the Mentor and Protégé intend to work together on the designated project? *Address contractual relationship, general roles and informal teaming arrangements.*

A formal subconsultant agreement will be signed between Black & Veatch (B&V) and Highfill Infrastructure Engineering, PC (Highfill) clearly defining the scope of work Highfill is to provide including the contract amount and schedule. Highfill's role in the project will primarily be to provide cost estimation, regulatory reviews, and utility coordination. A design kick-off meeting will be scheduled. B&V will advise Highfill on additional supportive tasks (i.e. workshop participation, contingency, easement research).

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

This project is a major infrastructure planning project for the City of Columbia and will provide an opportunity for the protege to have a role in development of the preliminary engineering and alternative selection for this project.

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

A schedule of deliverables will be established and agreed on by the M-P team. Milestone dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.

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

Mentor:

Jeff Wells - Project Manager, Don Franklin - Eng. Manager, David Hart - Eng. Manager; B&V has equipment, materials, and insurance to perform the project.

Protégé:

Ray Cox - Project Manager; Highfill has the equipment, materials, and insurance to perform the project.

Subcontractors:

Not applicable

Special Arrangements:

None required.

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

a. Description of Mentor's responsibilities:

Review condition assessment information of major pipelines and manholes as identified by the CW2020 program, identify defects, evaluate viable alternatives for repair, determine project costs, develope PERs for capital project packages that meet the requirements of the consent decree and the City's CIP budget.

b. Description of Protégé's responsibilities on project:

Assist with utility coordination, and regulatory reviews, cost estimation, and business case development.

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

Development of Opinions of Probable Cost and business cases for each project, and Capital Improvement Plan integration.

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

See Schedule

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

Review progress for each deliverable with project calls during design effort of project.
Complete quarterly M-P reports.

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

See detailed project schedule for milestone dates. Meet the CW2020 milestone goal of having the Alternatives Selection complete by March 1, 2019, and completing the Project Packaging Selection by May 1, 2019. Preliminary Design Reports, including the Business Cases for each project package will follow.

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

Project meetings with design team would include:
Kickoff meeting, regular conference calls to discuss coordination of design on a regular basis as needed to meet schedule, quarterly MPP review, project workshops with CW2020 as indicated on the detailed schedule.

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

Protege will be paid on percent complete of lump sum tasks for project coordination, utility coordination, rehabilitation cost analysis, business case development, draft and final preliminary design report, and contingency items identified by City or CW2020 staff. 100% of lump sum will be paid on completion of the final deliverable. Invoices and payment to be made on a monthly basis.

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract

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

Protégé Contract Value: $206,700 ($20,000 contingency)

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Black & Veatch (Mentor Firm) this 23rd day of July 2018.
Corporate SEAL

By: W. J. Wells
Title: Associate Vice-President

SOUTH CAROLINA BLACK & VEATCH CORPORATION No. C01918 CERTIFICATE OF AUTHORIZATION

ATTEST:
By: [signature]
Title: Engineering Manager

EXECUTED by Highfill Infrastructure (Protégé Firm) this 23RD day of JULY, 2018.
Corporate SEAL

By: [signature]
Title: Vice President

SOUTH CAROLINA HIGHFILL INFRASTRUCTURE ENGINEERING PC No. 4823 CERTIFICATE OF AUTHORIZATION

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C. CORPORATE SEAL 2004 NORTH CAROLINA

ATTEST:
By: [signature]
Title: Administrative/Project Assistant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 24 day of July, 2018.

By: Juliet Kelly
Title: Compliance Specialist

Invoicing Procedure: Exhibit F

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

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

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

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

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

_____
Notary Public

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-055 - Approval for Granting an Easement to South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications (Spirit) Along a Portion of City-Owned Property Identified as Richland County TMS#09014-09-02 (1214 Taylor Street) for a Fiber Optic Cable Line to Serve 1538 Main Street; CF#250-431**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** 2018-055 easement to SC Telecommunications Group (Spirit) 1214 Taylor (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

ORDINANCE NO.: 2018-055

Approval for Granting an Easement to South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications (Spirit) Along a Portion of City-Owned Property Identified as Richland County TMS#09014-09-02 (1214 Taylor Street) for a Fiber Optic Cable Line to Serve 1538 Main Street; CF#250-431

WHEREAS, South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications ("Spirit") has made a request for an easement along the subject City-owned property for installation of a fiber optic cable line to serve the adjacent property located at 1538 Main Street; and

WHEREAS, the plans for the installation of the fiber optic cable line have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property. Approval was also obtained from the Board of Directors of Capitol Places III to ensure that there were no objections to this project; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2018, for and in consideration of the sum of One ($1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC D/B/A SPIRIT COMMUNICATIONS for ingress, egress, installation and maintenance of fiber optic cable and appurtenances along the subject property.

The referenced easement is shown on a drawing titled for "Survey for Spirit Communications; New 3' Easement for Fiber Optic Line; Property of The City of Columbia; Property Located on Taylor St. in the City of Columbia Richland County, South Carolina; Sheet 2 of 4", dated December 7, 2017 and revised March 7, 2018, and being on file in the office of the Department of Engineering under City file reference #250-431. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

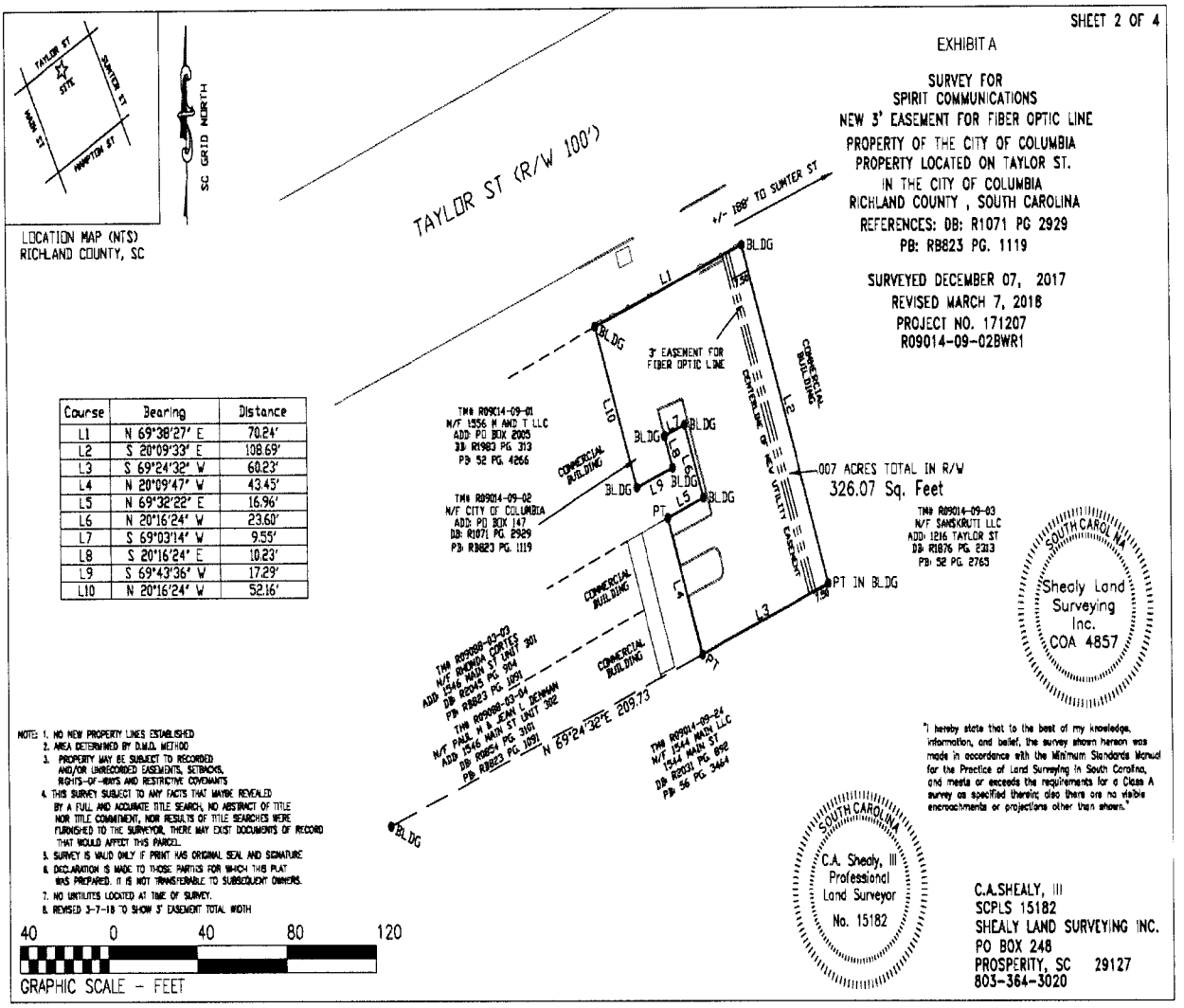
_____
City Clerk

Introduced
Final Reading

DRAFT

ORDINANCE NO.: 2018-055
EXHIBIT "A"

PROJECT NAME: FIBER OPTIC CABLE LINE TO SERVE 1538 MAIN STREET
CF#250-431



Last revised: 8/24/2018

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-057 - Authorizing consumption of beer and wine beverages only at the 2019 Famously Hot New Year Event**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** 2018-057 Famously Hot New Year Event (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-057

Authorizing consumption of beer and wine beverages only at the 2019 Famously Hot New Year Event

WHEREAS, the City ("Sponsor") is sponsoring the 2019 Famously Hot New Year Event in the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 6:30 p.m. Monday, December 31, 2018 until 1:00 a.m. Tuesday, January 1, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 900 block of South Main Street from Pendleton Street and College Street from 9:00 a.m. Monday December 31, 2018 until 2:00 a.m. Tuesday, January 1, 2019 and the 1100 and 1200 blocks of Pendleton Street from 11:30 p.m. Monday December 31, 2018 until 12:30 a.m. Tuesday, January 1, 2019 for set up and staging of equipment and a fireworks show; the 1200 block of Gervais Street between Main Street and Sumter Street from 8:00 a.m. Sunday, December 30, 2018, until 9:00 a.m. Tuesday, January 1, 2019; for set up, staging and clean-up of the event; and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 7:00 a.m. Monday, December 31, 2018 until 9:00 a.m. Tuesday, January 1, 2019;; the half block area of the 1200 block of Main Street south of the entrance to the NBSC parking garage to allow for ingress and egress into the parking garage from 7:00 a.m. Monday, December 31, 2018 until 9:00 a.m. Tuesday, January 1, 2019; the remainder of the 1200 block of Main Street between Lady Street and Gervais Street from 4:00 p.m. Monday, December 31, 2018 until 8:00 a.m., Tuesday, January 1, 2019; for an event to be held from 6:30 p.m. Monday, December 31, 2018 until 1:00 a.m., Tuesday, January 1, 2019, and for patrons to consume beer and wine beverages only during the event hours of 6:30 p.m. Monday, December 31, 2018 until 12:30 a.m. Tuesday, January 1, 2019; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 6:30 p.m. Monday, December 31, 2018 and 12:30 a.m. Tuesday, January 1, 2019; and,

BE IT FURTHER ORDAINED that all vendors be restricted to stationary location; and,

BE IT FURTHER ORDAINED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER ORDAINED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER ORDAINED that VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, including beer or wine beverages, shall be allowed within an enclosed building adjacent to but outside of the event area. Beer and wine beverages shall not be carried from the event area into the VIP area. Alcoholic liquors or alcoholic beverages, including beer or wine beverages shall not be carried from the VIP area into the event area. Sponsor shall have a person posted at the entrance and exit of the VIP area to enforce the prohibition of transporting these beverages from one area to the other; and,

BE IT FURTHER ORDAINED that the Mayor and Council hereby repeal the restriction of outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices ending by 10:00 p.m. only for this City of Columbia sponsored New Year Eve's event; and,

BE IT FURTHER ORDAINED 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, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER ORDAINED that during the designated time the closed portion of the 1200 block of Main

LEGAL DEPARTMENT DRAFT

Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in 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 complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Mayor Benjamin

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Famously Hot New Year

CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA — We Are Columbia

N W E S

1500 MAIN ST
1200 HAMPTON ST
1100 HAMPTON ST
1400 MAIN ST
1400 ASSEMBLY ST
1300 WASHINGTON ST
1200 WASHINGTON ST
1100 WASHINGTON ST
1000 WASHINGTON ST
1300 MARION ST
1400 LADY ST
1200 BULL ST
1300 SUMTER ST
1300 MAIN ST
1300 ASSEMBLY ST
1300 LADY ST
1200 LADY ST
1100 LADY ST
1000 LADY ST
1200 MARION ST
1400 GERVAIS ST
1300 GERVAIS ST
1200 SUMTER ST
1200 MAIN ST
1200 ASSEMBLY ST
1200 GERVAIS ST
1100 GERVAIS ST
1100 MARION ST
1100 SUMTER ST
1400 SENATE ST
1300 PARK ST
1200 PARK ST
1000 GERVAIS ST
1300 SENATE ST
0 SENATE ST
900 GERVAIS ST
1100 ASSEMBLY ST
1000 MARION ST
1000 SUMTER ST
1100 PARK ST
1000 SENATE ST
1300 PENDLETON ST
900 SENATE ST
1200 PENDLETON ST
1100 PENDLETON ST
900 SUMTER ST
1000 ASSEMBLY ST
1000 PARK ST
1000 LINCOLN ST
1000 PENDLETON ST
900 PENDLETON ST
900 ASSEMBLY ST
900 MAIN ST
0 MELTON AL
900 PARK ST
1200 COLLEGE ST
800 SUMTER ST
1100 COLLEGE ST
800 MAIN ST
1300 GREENE ST
800 ASSEMBLY ST
1200 GREENE ST
700 SUMTER ST
1100 GREENE ST
700 MAIN ST
1000 GREENE ST
700 ASSEMBLY ST
1200 DEVINE ST
1100 DEVINE ST

Both Sides of the Street

Legend

- Famously Hot New Year
- Perimeter Clean-up Boundary

0 125 250 500 750 1,000 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\10132016_NewYear.mxd

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-058 - Granting an encroachment to the Girl Scouts of South Carolina Mountain to Midlands, Inc. for the use of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation adjacent to its building at 1107 Williams Street, Richland County TMS#08912-12-10**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** 2018-058 encroach to Girl Scouts adj 1107 Williams Street (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-058

Granting an encroachment to the Girl Scouts of South Carolina Mountain to Midlands, Inc. for the use of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation adjacent to its building at 1107 Williams Street, Richland County TMS#08912-12-10

WHEREAS, the Girl Scouts of South Carolina Mountain to Midlands, Inc. (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street adjacent to its building at 1101 Williams Street for the installation and maintenance of concrete sidewalks approximately six hundred fifty-eight (658') feet in length and varying in width between six (6') feet and nine (9') feet; concrete sidewalks approximately two hundred three (203') feet in length and three feet six inches (3'6") in width; brick paver walkways approximately twenty-three (23') feet in length and three (3) feet in width; a driveway approximately fifty (50') feet in length and twenty (20') feet in width; a driveway approximately forty-two (42') feet in length and thirty-seven (37') feet in width; twenty-one (21) angled on-street parking spaces measuring nine (9') feet in width and eighteen (18') feet in length; landscaping and irrigation, as shown on the attached drawing; 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 _____, 2018, that the grantee is hereby granted the right to use the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street adjacent to its building at 1101 Williams Street for the installation and maintenance of concrete sidewalks approximately six hundred fifty-eight (658') feet in length and varying in width between six (6') feet and nine (9') feet; concrete sidewalks approximately two hundred three (203') feet in length and three feet six inches (3'6") in width; brick paver walkways approximately twenty-three (23') feet in length and three (3) feet in width; a driveway approximately fifty (50') feet in length and twenty (20') feet in width; a driveway approximately forty-two (42') feet in length and thirty-seven (37') feet in width; twenty-one (21) angled on-street parking spaces measuring nine (9') feet in width and eighteen (18') feet in length; landscaping and irrigation, as shown on the attached drawing.

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping shall be maintained by the property owner.

LEGAL DEPARTMENT DRAFT

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. Lighting standards are to be reviewed and approved by Traffic Engineering and Planning before installation.

9. Off-street parking spaces are not for the exclusive use of the applicant and may be metered by Parking Services.

10. All improvements must comply with all requirements of the Design/Development Review Commission (D/DRC).

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

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.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his 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

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/7/2018
18002109

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-058

1100 BLOCK OF WILLIAMS STREET AND 300 BLOCK OF SENATE STREET ADJACENT TO 1101 WILLIAMS STREET SIDEWALKS, DRIVEWAYS, PARKING, LANDSCAPING AND IRRIGATION

Subject Property:	Right-of-way adjacent to the 1100 block of Williams Street and the 300 block of Senate Street adjacent to 1107 Williams Street, TMS#08912-12-10
Council District:	2
Proposal:	Request approval for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation
Applicant:	Girl Scout of America Mountain to Midlands, Inc.
Staff Recommendation:	Approval.

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of concrete sidewalks approximately six hundred fifty-eight (658') feet in length varying in width between six (6') feet and nine (9') feet, concrete sidewalks approximately two hundred three (203') feet in length three feet six inches (3'6") in width, brick paver walkways approximately twenty-three (23') feet in length three (3) feet in width a driveway approximately fifty (50') feet in length twenty (20') feet in width, a driveway approximately forty-two (42') feet in length thirty-seven (37') feet in width, twenty-one (21) angled on-street parking spaces measuring nine (9') feet in width and eighteen (18') feet in length, landscaping and irrigation, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. 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. Lighting standards to be reviewed and approved by Traffic Engineering and Planning. 9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services. 10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Applicant must maintain landscaping and irrigation.
Land Development	Recommend approval.
Fire	Recommend approval.

1107 Williams

City of Columbia

We Are Columbia

This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division
Friday, August 31, 2018

- Address Point
- Tax Parcel

Street Ownership

- City of Columbia
- State
- County
- Federal
- Private

- University of South Carolina
- Working

Street Centerline

- Interstates
- Major Streets
- Streets
- Railroad

0 50 100 200 Feet

CITY OF COLUMBIA
GIS DATA DISCLAIMER:
The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

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.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: 12/22/17 Property Owner: Girl Scouts of America

Applicant's Name if different from Property Owner:

Contact Information: Telephone Number: 800-849-4475 Fax Number:

Mailing address: 5 Independence Point, Suite 120 E-mail address: khutzell@gssc-mm.org

Business Name/Development Name for Encroachment: Girl Scouts of South Carolina Mountains to Midlands Leadership Center

Encroachment type: ___Wall ___Fence ___Columns X Steps X Irrigation System X Landscaping X Driveway X Pavers X Sidewalk/Walkway
X Planters Awning X Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) Removal of existing site improvements within City R/W associated with existing building and construction of new parking, sidewalks, pavers, plantings, irrigation, storm drainage. See attached plans.

Construction material: Concrete, pavers, asphalt

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

_____
Name/Title:
Date:

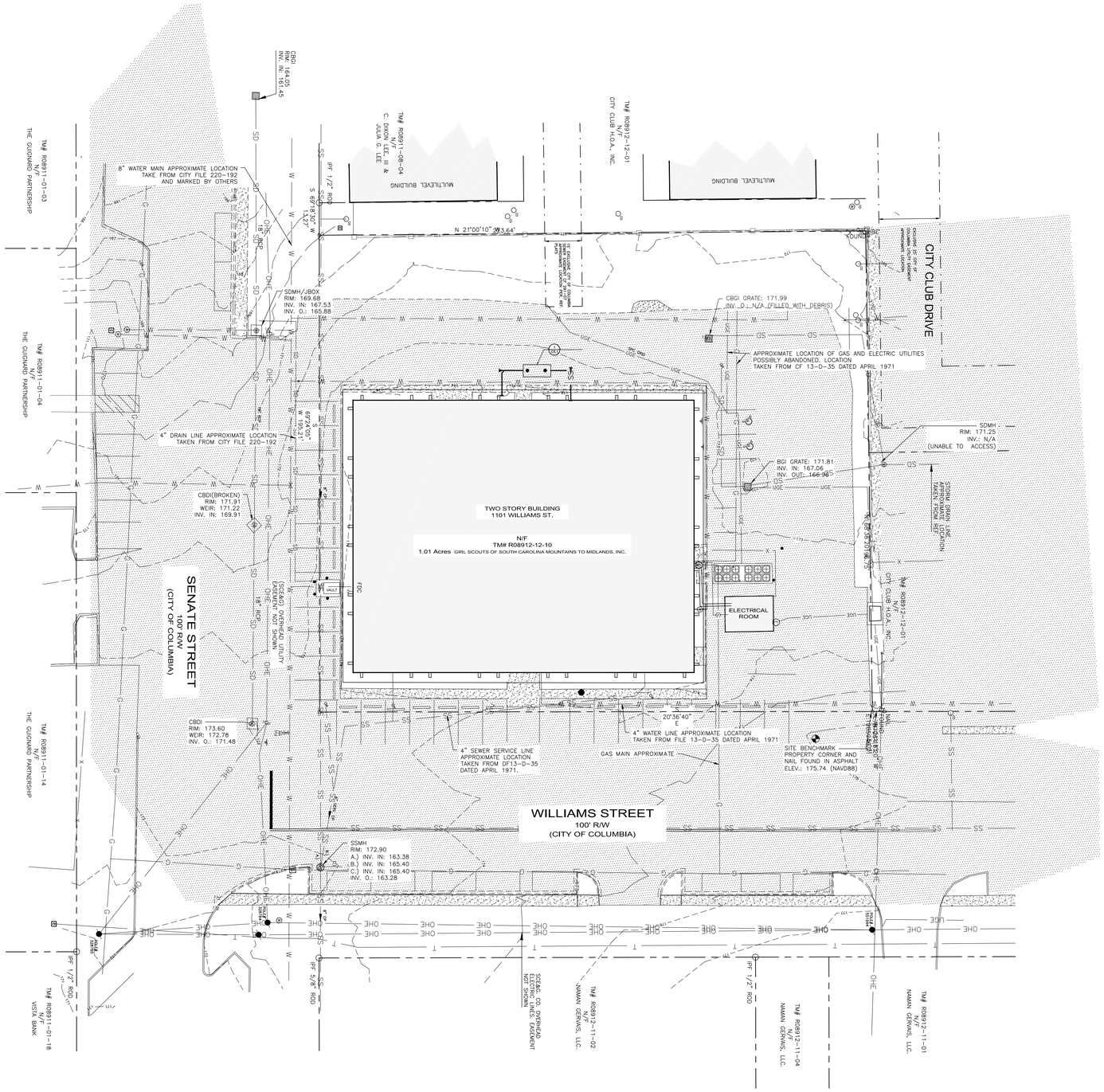
I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

_____
Name/Title:
Date:

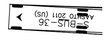
The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cfdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014



VICINITY MAP



LEGEND

EXISTING	DESCRIPTION
	BENCHMARK/CONTROL POINT
	PROPERTY LINE/RIGHT OF WAY
	BUILDING
	LIGHT POLE
	TREE
	BITUMINOUS SURFACE
	CONCRETE SURFACE
174	CONTOUR
	SPOT ELEVATION
	CHAIN LINK FENCE
WV D=0	WATER VALVE
	WATER METER
	UNDERGROUND ELECTRIC LINE w/LIGHT POLE
	SANITARY SEWER LINE w/MANHOLE
	SANITARY SEWER CLEANOUT
	STORM DRAIN LINE w/STRUCTURE
N/A	KEY NOTE REFERENCE
	BOLLARD

GENERAL NOTES

1. TOPOGRAPHIC SURVEY WAS COMPLETED BY CAROLINA SURVEYING SERVICES INC. ON 1/16/17. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.
2. OWNER: KIM HUTZELL
   GIRL SCOUTS OF SOUTH CAROLINA
   FIVE INDEPENDENCE POINT, SUTIE 120
   GREENVILLE, SC 29615
   PHONE NUMBER: 800-849-4475
   EMAIL: KHUTZELL@GSSC-MM.ORG
   TMS: R08912-12-10
   ZONING: C-3
   DEVELOPMENT ADDRESS: 1107 WILLIAMS STREET
   TOTAL ACREAGE: 1.01 ACRES
   DISTURBED AREA: 1.29 ACRES
3. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45079C0094 H, DATED FEBRUARY 20, 2002, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
5. THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.
6. ALL UNDERGROUND UTILITIES ARE TO REMAIN INCLUDING STORM DRAINAGE SYSTEM, UNLESS SPECIFICALLY INDICATED TO BE REMOVED.

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CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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A/E Seal: SOUTH CAROLINA — SB TODD & ASSOCIATES, INC. NO. C03047 — CERTIFICATE OF AUTHORIZATION

A/E Seal: SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — NO. 15900 — ROBERT BRUCE TODD

1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER
1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number: G-840-16
Drawn By: RPL
Checked By: RBT
Date: 6.22.18

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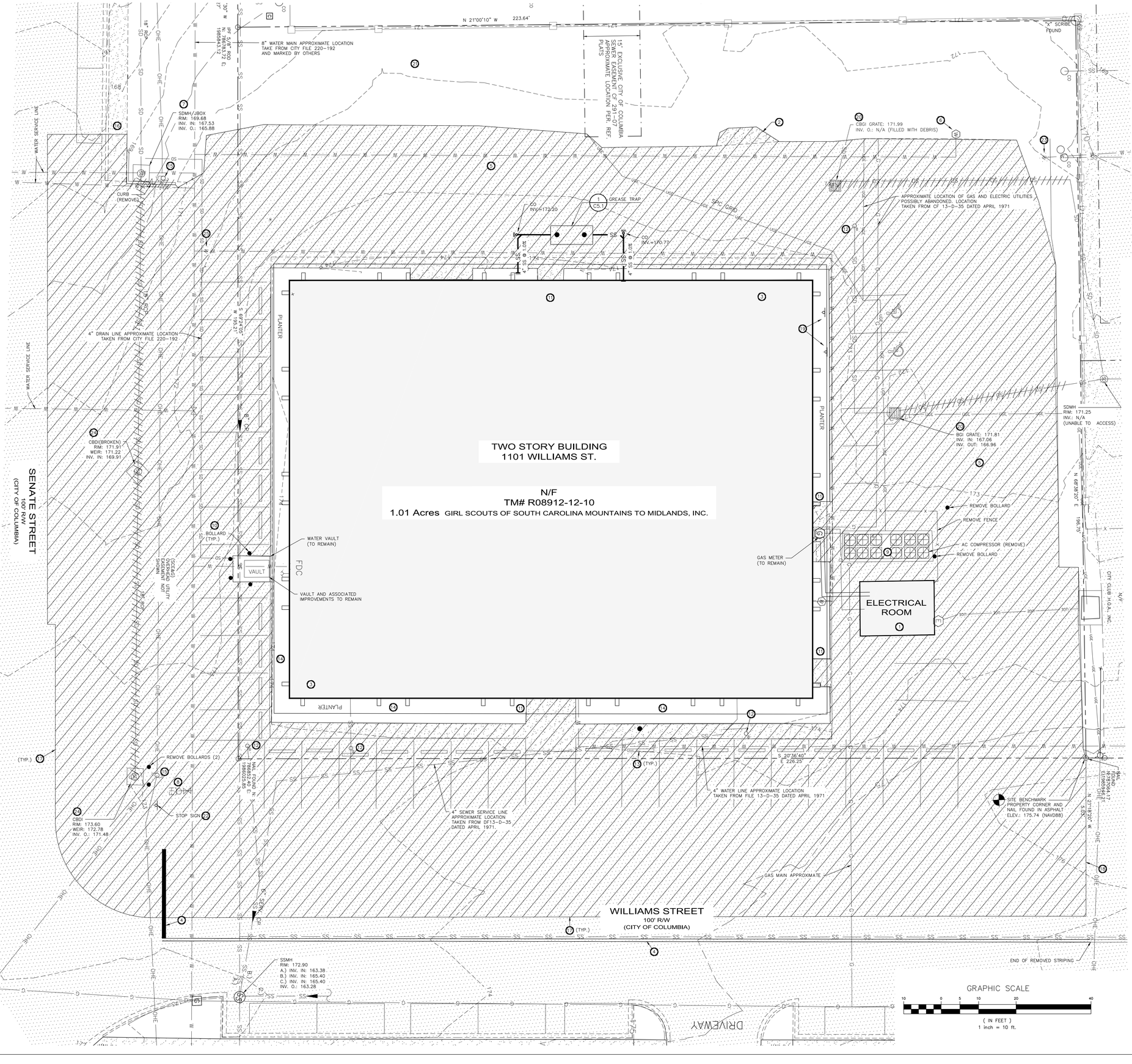
Drawing Title.
EXISTING CONDITIONS PLAN

Drawing No.
C1.1

Jun 19, 2018 - 8:04am S:\Projects\16537 Girl Scout HQ\drawings\Civil\160614\16537 Girl Scout HQ.dwg



LEGEND

DEMOLITION	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE/RIGHT OF WAY
N/A		BUILDING
N/A		LIGHT POLE
		BITUMINOUS SURFACE
		CONCRETE SURFACE
N/A	174	CONTOUR
N/A	WV	WATER VALVE
N/A	W	WATERLINE
N/A	OHE	OVERHEAD ELECTRIC LINE
N/A	UGE	UNDERGROUND ELECTRIC LINE
N/A	SS	SANITARY SEWER LINE w/MANHOLE
N/A		SANITARY SEWER CLEANOUT
SD	SD	STORM DRAIN LINE w/STRUCTURE
1 SEE PLANS	N/A	KEY NOTE REFERENCE
		BOLLARD

GENERAL NOTES

1. ALL UNDERGROUND UTILITY LINES AND STORM DRAIN LINES ARE TO REMAIN UNLESS SPECIFICALLY INDICATED TO BE REMOVED OR ADJUSTED.

KEY NOTES

1. BLOCK BUILDING TO REMAIN.
2. REMOVE CONCRETE PAD.
3. COORDINATE WITH ARCHITECTURAL PLANS REGARDING DEMOLITION IN THIS AREA.
4. REMOVE EXISTING STRIPING ALONG WILLIAMS STREET APPROXIMATELY 260' BACK FROM FRONT OF STOP BAR. RE-STRIPE AS INDICATED ON SHEET C2.1.
5. REMOVE ALL EXISTING PAVEMENT WITHIN PROPERTY LINES INCLUDING CURBS AND SIDEWALK.
6. WATER SPIGOT TO BE REMOVED AND LINE EXTENDED. COORDINATE WITH SHEET C3.1.
7. REMOVE EXISTING STRUCTURE TOP, ADJUST BOX ELEVATION AND INSTALL NEW TOP WITH MANHOLE FRAME AND COVER. FLUSH WITH NEW PAVEMENT. REMOVE 18" RCP FROM EAST SIDE OF STRUCTURE AND CLOSE OPENING WITH BRICK AND MORTAR.
8. CONTRACTOR TO REMOVE AND RELOCATE EXISTING HYDRANT. ADJUST EXISTING VALVE BOX ELEVATION TO MATCH NEW GRADES. COORDINATE WITH THE CITY OF COLUMBIA FIRE CHIEF PRIOR TO RELOCATION (KRIS SCOTT 803-545-3736). COORDINATE WITH SHEET C3.1.
9. REMOVE AC UNITS AND ASSOCIATED CONCRETE PAD, POWER SUPPLY, AND REFRIGERANT LINES. COORDINATE WITH MECHANICAL AND ELECTRICAL PLANS.
10. REMOVE EXISTING BOLLARDS (4) AT METER PIT.
11. COORDINATE WITH ARCHITECTURAL PLANS FOR ANY SPECIFIC INFORMATION RELATED TO REMOVAL OF IMPROVEMENTS ADJACENT TO BUILDING.
12. CLEANOUTS TO REMAIN. ADJUST ELEVATION FLUSH WITH NEW SURFACE.
13. CONTRACTOR TO REMOVE ALL WHEEL STOPS FROM PROJECT SITE.
14. REMOVE ALL PLANTS AROUND BUILDING.
15. RELOCATE EXISTING TRANSMISSION LINE POWER POLE. COORDINATE WITH ELECTRICAL SITE PLANS.
16. SAWCUT EXISTING SIDEWALK AND PROJECTED ASPHALT PAVEMENT AT SECOND SCORE JOINT WEST OF DRIVEWAY. COORDINATE WITH SHEET C2.1.
17. SAWCUT AND REMOVE EXISTING PAVEMENT ALONG EDGE OF NEW GUTTER FACE OR PROJECTED GUTTER FACE. COORDINATE WITH SHEET C2.1.
18. SAWCUT ASPHALT PAVEMENT ALONG PROJECTED PROPERTY LINE. COORDINATE WITH SHEET C2.1 FOR PROPOSED IMPROVEMENTS.
19. REMOVE HANDICAP SIGNS. SALVAGE FOR REINSTALLATION.
20. REMOVE EXISTING STRUCTURE AND ASSOCIATED PIPE TO NEW JUNCTION BOX. COORDINATE WIHT SHEET C3.1.
21. SEE LANDSCAPING PLAN FOR INFORMATION ON GRASS REMOVAL.
22. REMOVE EXISTING STOP SIGN AND REINSTALL IN NEW LOCATION. COORDINATE WITH SHEET C2.1.
23. ADJUST METER LOCATION TO BEHIND NEW CURB. SEE SHEET C3.1. COORDINATE WITH CITY OF COLUMBIA PRIOR TO RELOCATION.
24. REMOVE EXISTING STRUCTURE AND ASSOCIATED 18" RCP WESTWARD TO DOWNSTREAM STRUCTURE.
25. RELOCATE EXISTING WATER METER NORTH OF NEW CURB AND GUTTER. COORDINATE WITH THE CITY OF COLUMBIA PRIOR TO RELOCATION.

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A/E Seal — SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — NO. 15190 — ROBERT BRUCE TODD

1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER
1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number: G-640-16
Drawn By: RPL
Checked By: RBT
Date: 6.22.18

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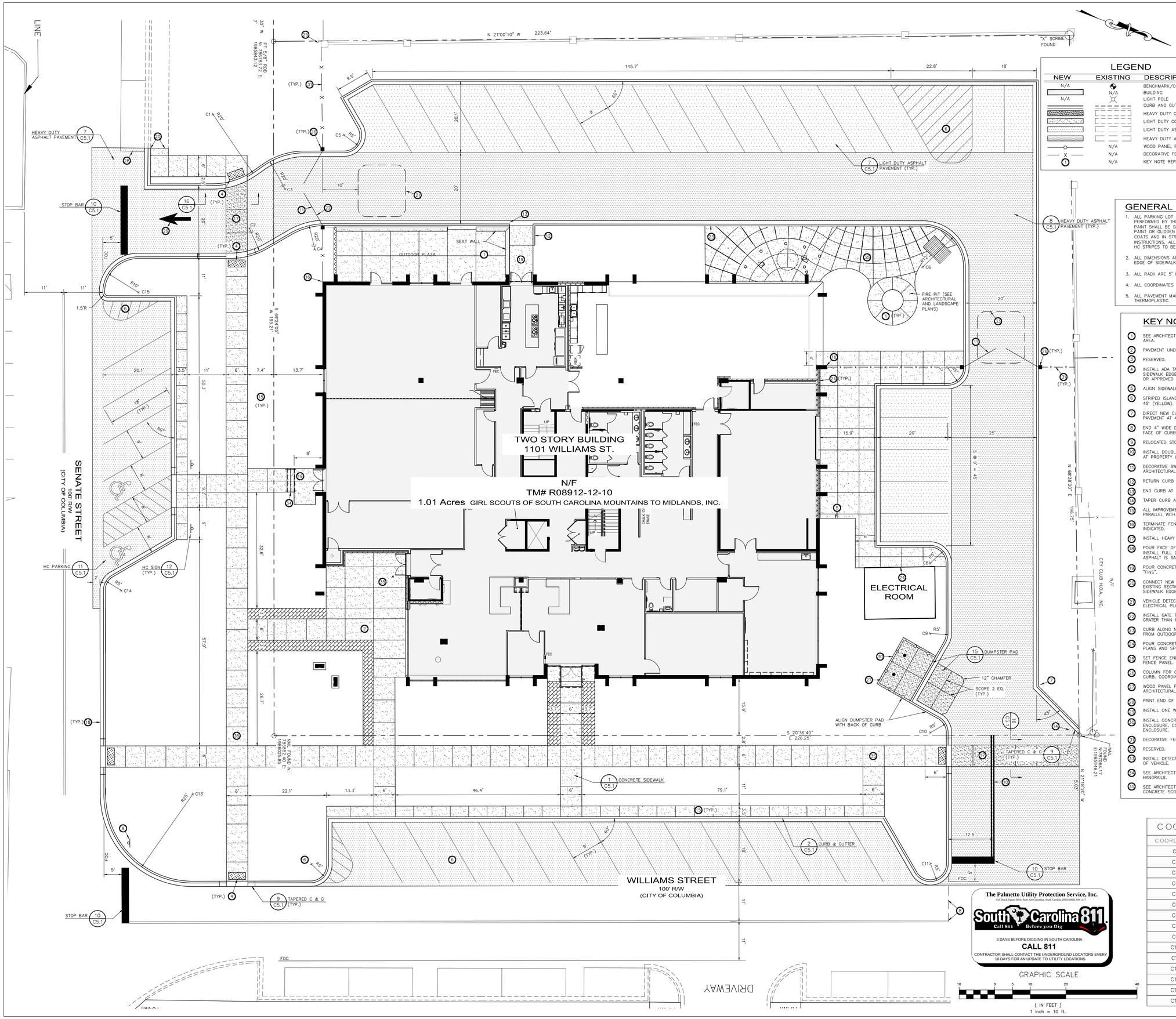
Drawing Title: **EXISTING CONDITIONS AND DEMOLITION PLAN**

Drawing No. **C1.2**

Jun 19, 2018 – 8:13am S:\Projects\16537 Girl Scout HQ\Drawings\Civil\18061411\16537 Girl Scout HQ.dwg



LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
	N/A	BUILDING
N/A		LIGHT POLE
		CURB AND GUTTER
		HEAVY DUTY CONCRETE
		LIGHT DUTY CONCRETE
		LIGHT DUTY ASPHALT PAVEMENT
		HEAVY DUTY ASPHALT PAVEMENT
	N/A	WOOD PANEL FENCE
	N/A	DECORATIVE FENCE
	N/A	KEY NOTE REFERENCE

GENERAL NOTES

1. ALL PARKING LOT AND ROADWAY STRIPING SHOWN SHALL BE PERFORMED BY THE CONTRACTOR USING TRAFFIC MARKING PAINT. PAINT SHALL BE SHERWIN-WILLIAMS "PRO-MAR" TRAFFIC MARKING PAINT OR GLIDDEN TRAFFIC PAINT AND SHALL BE APPLIED IN TWO COATS AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL PARKING LOT STRIPES TO BE 4" WIDE (WHITE). ALL HC STRIPES TO BE BLUE.
2. ALL DIMENSIONS ARE MEASURED TO FACE OF CURB, FACE OF BUILDING, EDGE OF SIDEWALK, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
3. ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
4. ALL COORDINATES ARE STATE PLAIN.
5. ALL PAVEMENT MARKINGS WITHIN ROAD RIGHT OF WAY TO BE THERMOPLASTIC.

KEY NOTES

1. SEE ARCHITECTURAL SITE PLAN FOR IMPROVEMENTS IN THIS AREA.
2. PAVEMENT UNDER BUILDING OVERHANG REFLECTED.
3. RESERVED.
4. INSTALL ADA TACTILE WARNING PADS (YELLOW) WITHIN 6" OF SIDEWALK EDGE WIDTH. INSTALL CAST IN PLACE ADA SOLUTIONS OR APPROVED EQUAL.
5. ALIGN SIDEWALK WITH WINDOW EDGE.
6. STRIPED ISLAND AS INDICATED WITH 4" WIDE STRIPES 2' O.C. AT 45° (YELLOW).
7. DIRECT NEW CURB AND GUTTER TO CORNER OF EXISTING PAVEMENT AT 45° ANGLE. END AT PROPERTY LINE.
8. END 4" WIDE DOUBLE YELLOW STRIPING AT PROJECTED NEW FACE OF CURB.
9. RELOCATED STOP SIGN.
10. INSTALL DOUBLE YELLOW LANE STRIPES (4") AS INDICATED. END AT PROPERTY LINE.
11. DECORATIVE SWING GATE WITH ACTIVATORS. COORDINATE WITH ARCHITECTURAL AND ELECTRICAL PLANS.
12. RETURN CURB 6' AT SIDEWALK RAMP.
13. END CURB AT WALL CORNER. SLOPE SIDEWALK ALONG WALL.
14. TAPER CURB AND GUTTER AT PROPERTY LINE.
15. ALL IMPROVEMENTS IN WILLIAMS STREET AND SENATE STREET ARE PARALLEL WITH THE PROPERTY LINES.
16. TERMINATE FENCE PANEL AT BUILDING CORNER OR FIN WHERE INDICATED.
17. INSTALL HEAVY DUTY CONCRETE PAVEMENT. SEE DETAIL
18. POUR FACE OF GUTTER FLUSH WITH SAWCUT EDGE OF ASPHALT. INSTALL FULL DEPTH ASPHALT (12"-TYPE C) IN AREAS WHERE ASPHALT IS SAWCUT PAST FACE OF GUTTER, SUCH AS CURVES.
19. POUR CONCRETE SIDEWALK THE INSIDE WIDTH OF BUILDING "FINS".
20. CONNECT NEW CURB AND GUTTER TO EXISTING MATCHING EXISTING SECTION. POUR NEW SIDEWALK FLUSH WITH EXISTING SIDEWALK EDGE.
21. VEHICLE DETECTION LOOP FOR FREE EGRESS. COORDINATE WITH ELECTRICAL PLANS.
22. INSTALL GATE TO ALLOW SWING ON GATE INDICATED TO SWING GRATER THAN NINETY DEGREES AND ALIGN WITH CURB.
23. CURB ALONG NORTHERN SIDE OF BUILDING TO BE PROJECTED FROM OUTDOOR PLAZA SEAT WALL.
24. POUR CONCRETE FLUSH WITH BUILDING. SEE ARCHITECTURAL PLANS AND SPECIFICATIONS FOR SEALANT INFORMATION.
25. SET FENCE END POST ADJACENT TO EXISTING FENCE COLUMN OR FENCE PANEL. SEE PLAN.
26. COLUMN FOR GATE SUPPORT. INSTALL FLUSH WITH BACK OF CURB. COORDINATE WITH ARCHITECTURAL PLANS.
27. WOOD PANEL FENCE WITH LOCKABLE SWING GATE PANELS. SEE ARCHITECTURAL PLANS.
28. PAINT END OF PARKING SPACE.
29. INSTALL ONE WAY DIRECTIONAL ARROW. SEE DETAIL 5/C5.1.
30. INSTALL CONCRETE DUMPSTER PAD 6" PAST LIMITS OF ENCLOSURE. COORDINATE WITH ARCHITECTURAL PLANS FOR ENCLOSURE.
31. DECORATIVE FENCE. COORDINATE WITH ARCHITECTURAL PLANS.
32. RESERVED.
33. INSTALL DETECTION LOOP TO KEEP GATE OPEN IN SWING PAST OF VEHICLE.
34. SEE ARCHITECTURAL PLANS FOR INFORMATION ON STEPS AND HANDRAILS.
35. SEE ARCHITECTURAL SITE PLANS FOR SPECIFIC INFORMATION ON CONCRETE SCORING AND COLORING.

COORDINATE SCHEDULE

COORDINATE	NORTHING	EASTING
C1	786774.99	1985868.32
C2	786786.67	1985885.29
C3	786809.89	1985888.14
C4	786822.49	1985904.68
C5	786811.49	1985860.82
C6	786976.78	1985838.46
C7	786993.42	1985862.53
C8	787007.98	1985915.68
C9	787014.95	1985934.20
C10	787024.76	1985960.28
C11	787037.74	1985994.77
C12	786874.91	1986055.94
C13	786836.79	1986049.21
C14	786797.85	1986002.67
C15	786772.96	1985922.52

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AIE Seal — SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — NO. 15190 — ROBERT BRUCE TODD

1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA MOUNTAINS TO MIDLANDS LEADERSHIP CENTER

1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number: G-840-16
Drawn By: RPL
Checked By: RBT
Date: 6.22.18

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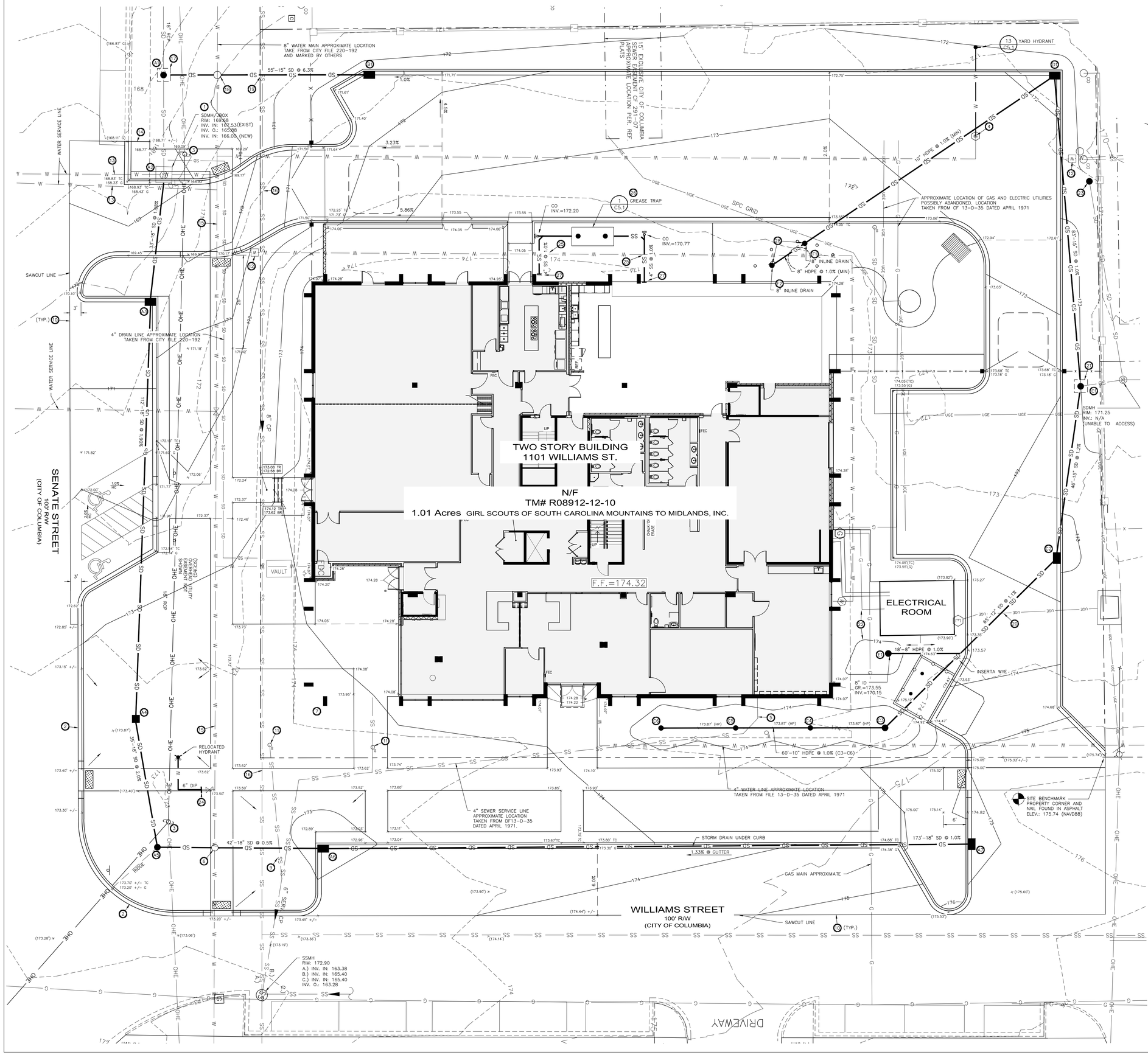
Drawing Title: **STAKING PLAN**

Drawing No. **C2.1**

Jun 19, 2018 - 8:14am S:\Projects\16537 Girl Scout HQ\drawings\Civil\180614\16537 Girl Scout HQ.dwg



LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE/RIGHT OF WAY
		BUILDING
N/A		TREE
175	175	CONTOUR
× 175.50	N/A	SPOT ELEVATION
		FIRE HYDRANT
W		WATER VALVE
W	W	WATER MAIN/SERVICE
	SD	STORM DRAIN LINE w/STRUCTURE
SS	SS	SANITARY SEWER LINE
		SANITARY SEWER CLEANOUT
		CHAIN LINK FENCE
1	N/A	KEY NOTE REFERENCE
174.75 TR	N/A	TOP OF RISER
174.25 BR	N/A	BOTTOM OF RISER
173.33 BC	N/A	TOP OF CURB
172.93 G	N/A	GUTTER

KEY NOTES

1. COORDINATE WITH SHEET C1.2 FOR IMPROVEMENTS TO EXISTING JUNCTION BOX TOP. REMOVE EXISTING UPSTREAM PIPE TO ALLOW INSTALLATIONS OF NEW PIPE. CORE EXISTING BOX TO ACCOMMODATE NEW DRAIN LINE AND BRICK. CLOSE REMAINING OPENING.
2. POUR NEW FACE OF GUTTER FLUSH WITH EXISTING PAVEMENT ALONG SAWCUT LINE.
3. COORDINATE WITH ELECTRICAL PLANS FOR DETAILS ON RELOCATION OF POWER POLE.
4. REMOVE EXISTING HOSE BIB AND EXTEND EXISTING WATER SUPPLY BEHIND NEW CURB AS INDICATED. NEW PIPE TO BE SDR 21 OR APPROVED EQUAL. INSTALL YARD HYDRANT AT END OF LINE. SEE DETAIL.
5. CONTRACTOR TO CONFIRM LOCATION AND ELEVATION OF EXISTING SEWER SERVICE PRIOR TO CONSTRUCTION. ADJUST ELEVATION OF SEWER SERVICE AS NEEDED TO ACCOMMODATE STORM DRAIN LINE. COORDINATE WITH CIVIL ENGINEER.
6. INVERT ON 18" RCP EQUALS 169.90. TOP OF WATERLINE EQUALS 169.25 (ESTIMATED). CONTRACTOR TO LOCATE WATERLINE AND VERIFY ELEVATION PRIOR TO CONSTRUCTION.
7. SEE SHEET AS1.2 FOR DETAILED INFORMATION IN THIS AREA.
8. RESERVED.
9. BASED UPON SEWER SERVICE INVERTS IN DOWNSTREAM MANHOLE, IT IS ASSUMED THAT SEWER SERVICES ARE DEEP ENOUGH TO INSTALL STORMDRAIN LINE OVER SERVICES. CONTRACTOR TO CONFIRM PRIOR TO CONSTRUCTION. SEE STORM DRAIN PROFILES.
10. MATCH EXISTING GRADE WITH NEW PAVEMENT AT SAWCUT LINE.
11. ADJUST LOCATION AND ELEVATION OF SANITARY SEWER CLEANOUT AS NECESSARY TO ACCOMMODATE NEW CONSTRUCTION.
12. RELOCATED METER BEHIND CURB. COORDINATE WITH SHEET C1.2.
13. ADJUST SERVICE LINES AS NEEDED TO ACCOMMODATE NEW CONSTRUCTION. RELOCATION MUST BE COMPLETED BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR. COORDINATE WITH CITY PRIOR TO RELOCATION.
14. POUR NEW CONCRETE FLUSH WITH EXISTING SAWCUT EDGE AT PREVIOUS SCORE JOINTS.
15. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF 8" WATERLINE PRIOR TO CONSTRUCTION.
16. SEWER MAIN INDICATED IS SUSPECTED TO BE ABANDONED. CONTRACTOR TO CONFIRM PRIOR TO CONSTRUCTION.
17. CONSTRUCT JUNCTION BOX (TYPE 2) AROUND EXISTING 18" STORM DRAIN LINE. CUT PIPE FLUSH WITH INSIDE OF BOX.
18. INVERT ON 15" RCP EQUALS 170.00. TOP OF WATERLINE EQUALS 166.00 (ESTIMATED). CONTRACTOR TO LOCATE WATER LINE AND VERIFY ELEVATION PRIOR TO CONSTRUCTION.
19. CONFIRM EXISTENCE OF SEWER LINE PRIOR TO CONSTRUCTION. IF CONFIRMED, VERIFY LOCATION AND ELEVATIONS AND COORDINATE WITH DESIGN ENGINEER.
20. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF UNDERGROUND ELECTRIC LINE PRIOR TO INSTALLATION. MAINTAIN 12" SEPARATION BETWEEN STORM DRAIN LINE AND ELECTRIC LINE. COORDINATE WITH CIVIL ENGINEER ON DISCREPANCIES.
21. CONSTRUCT JUNCTION BOX (TYPE I) AROUND EXISTING STORM DRAIN LINE. CUT PIPES FLUSH WITH INSIDE OF BOX.
22. GRADE AREA BEHIND ELECTRICAL ROOM FOR POSITIVE DRAINAGE.
23. CONSTRUCT JUNCTION BOX (TYPE I) AROUND END OF REMAINING STORM DRAIN LINE. COORDINATE WITH SHEET C1.2.
24. CONNECT 6" DIP TO END OF EXISTING LINE WHERE HYDRANT WAS REMOVED. COORDINATE WITH SHEET C1.2. INSTALL 6" DIP TO RELOCATED HYDRANT. LOCATION AS INDICATED. INSTALL MEGALUG RESTRAINED JOINTS AT ALL BENDS AND CONNECTIONS. ADJUST EXISTING VALVE BOX ELEVATIONS TO NEW GRADES.
25. ADJUST ELEVATIONS OF WATERLINE AS NEEDED TO ACCOMMODATE NEW SEWER LINE. MAINTAIN 6" SEPARATION.
26. PRIOR TO PURCHASING OR INSTALLING GREASE TRAP, CONTRACTOR SHALL VERIFYING EXISTING SANITARY SEWER LOCATIONS AND ELEVATIONS. CONFIRM ELEVATIONS AT CLEANOUTS AND GREASE TRAP WILL ACCOMMODATE EXISTING SEWER SERVICE.
27. COORDINATE WITH PLUMBING PLANS FOR INFORMATION ON SEWER LINE EXITING AND ENTERING BUILDING.
28. CONTRACTOR TO INSTALL TWO (2) 8" INLINE DRAINS AT SPLASH PAD AND EXTEND 10" HDPE STORM LINE TO STRUCTURE D1. ADJUST ELEVATIONS AND LOCATIONS AS NECESSARY TO ACCOMMODATE SPLASH PAD IMPROVEMENTS. COORDINATE WITH ARCHITECT.

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GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

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A/E Seal: SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — NO. 15190 — ROBERT BRUCE TODD

1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA MOUNTAINS TO MIDLANDS LEADERSHIP CENTER
1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number G-840-16
Drawn By RPL
Checked By RBT
Date 6.22.18

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Drawing Title.
GRADING AND UTILITIES PLAN

Drawing No.
C3.1

The Boudreaux Group

PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	MINIMUM CALIPER	SPREAD	HEIGHT	BALL DIA.	NO. CANES	COMMENTS	QTY.
GINK	GINKGO BILOBA 'FASTIGATA'	GINKGO	2 1/2"	4'	10-12'	24"	1	MATCHING, SPECIMEN	11
ILEX F	ILEX X ATTENUATA 'FOSTERI'	'FOSTER' HOLLY		3'-5'	8-10'	24"		MATCHING, SPECIMEN	22
LAGI T	LAGERSTROEMIA 'TUSKEGEE'	'TUSKEGEE' CRAPEMYRTLE	1 "	6'	8'-10'	24"	3 MIN	MATCHING, SPECIMEN	3
NYSS	NYSSA SYLVATICA	BLACK TUPELO	2 1/2"	6'	10-12'	24"	1	MATCHING, SPECIMEN	5
PIST	PISTACIA CHINENSIS	CHINESE PISTACHE	2 1/2"	6'	10-12'	24"	1	MATCHING, SPECIMEN	3
SABA	SABAL PALMETTO	PALMETTO			10-12'	24"	1	SPECIMEN	1
ABEL	ABELIA X 'ROSE CREEK'	'ROSE CREEK' ABELIA		15"	12"	3 GAL.	3-5	PLANT 3' O.C.	73
LORO	LOROPETALUM CHINENSE 'RUBY'	'RUBY' LOROPETALUM		24"	24"	3 GAL.	3-5	PLANT 5' O.C.	10
MISC	MISCANTHUS SINENSIS	MAIDEN GRASS		18"	18"	3 GAL.		PLANT 3' O.C.	48
ANNUALS	ANNUAL FLOWERS	(VARIETY TO BE SELECTED)							120 SF
LIRI	LIRIOPE MUSCARII 'BIG BLUE'	'BIG BLUE' LIRIOPE				PINT		PLANT 12" O.C.	400
SOD	EREMOCHLOA OPHIUROIDES	CENTIPEDE GRASS						WELL ROOTED	10,350 SF

Density Factor Calculations

Site = 1.01 Acres 30.3 DFS Units Required
42.0 DFS Units Provided

TREES PLANTED Quantity	Tree Species	Softwood?	Tree Caliper	Units	Credits
11	Ginkgo	☐	2 in	1.0	11.0
5	Black Gum	☐	2 in	1.0	5.0
3	Chinese Pistache	☐	2 in	1.0	3.0
22	Foster Holly	☐	2 in	1.0	22.0
1	Palmetto	☐	Palmetto	1.0	1.0
		☐		0.0	0.0
		☐	Choose Caliper	0.0	0.0
		☐	Choose Caliper	0.0	0.0
		☐	Choose Caliper	0.0	0.0
		☐	Choose Caliper	0.0	0.0
42				Total Credits	42

Required Units/Acre (DFS)	30.3
Additional Units from Grand Tree Removal	0.00
Total Required Credits (RDF)	30.3
Existing/Saved Credits (EDF)	0.0
Planted Credits	42.0
Proposed Credits	42

GENERAL NOTES

1. EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT THE SITE. STAKE-OUT BY THE CONTRACTOR AND ADJUSTMENT BY THE LANDSCAPE ARCHITECT IS ABSOLUTELY NECESSARY.

2. LOCATIONS OF THOSE UTILITIES SHOWN ARE APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE FAILURE TO DO SO. CONTACT PALMETTO UTILITY PROTECTION SERVICE AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.

3. CONTRACTOR SHALL INFORM LANDSCAPE ARCHITECT IF PROPOSED DESIGN IS IN CONFLICT WITH EXISTING OR PROPOSED UTILITIES. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION TO ADJUST PROPOSED DESIGN OR UTILITIES AS NECESSARY TO RESOLVE CONFLICTS.

4. BASE PLAN DATA DERIVED FROM SITE SURVEY, PROVIDED BY THE BOUDREAUX GROUP DATED 2/13/17.

PLANTING NOTES

1. PLANTS LABELED N/G ARE NOT IN CONTRACT AND ARE NOT A PART OF THIS PHASE OF WORK.

2. REQUIREMENTS FOR THE MEASUREMENTS, BRANCHING, GRADING, QUALITY, BALLING AND BURLAPPING OF PLANTS IN THE PLANT LIST GENERALLY FOLLOWS OR EXCEEDS A CODE OF STANDARDS CURRENTLY RECOMMENDED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. IN THE AMERICAN STANDARD FOR NURSERY STOCKS. SEE THE PLANT LIST FOR MORE RESTRICTIVE REQUIREMENTS.

3. ALL PLANTS SHALL HAVE A WELL FORMED HEAD WITH MINIMUM CALIPER, HEIGHT AND SPREAD OF THE SIZE BRANCHES AS SHOWN ON THE PLANT LIST. TRUNKS SHALL BE UNDAMAGED AND SHAPE SHALL BE TYPICAL OF THE SPECIES.

4. MEASUREMENT OF CONIFER HEIGHT SHALL INCLUDE NOT MORE THAN FIFTY (50) PER CENT OF THIS YEARS VERTICAL GROWTH (TOP CANDLE).

5. THE LANDSCAPE CONTRACTOR IS HEREBY NOTIFIED OF THE EXISTENCE OF UNDERGROUND UTILITIES WITHIN THE LIMITS OF THE PROJECT AREA. THE CONTRACTOR SHOULD VERIFY THE EXACT LOCATION OF ALL UTILITY LINES PRIOR TO COMMENCEMENT OF DIGGING OPERATIONS.

6. THE CONTRACTOR WILL BE RESPONSIBLE FOR STAKING AND LAYOUT OF PLANTINGS ON THIS PROJECT. THE LANDSCAPE ARCHITECT OR OWNER SHALL BE ADVISED WHEN STAKES ARE READY FOR INSPECTION ON VARIOUS PLANTING AREAS. ALL LAYOUT WORK SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO OPENING ANY PLANTING PITS.

7. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO VERIFY THAT EACH EXCAVATED TREE OR SHRUB PIT WILL PERCOLATE (DRAIN) PRIOR TO ADDING TOPSOIL AND INSTALLING TREES OR SHRUBS. THE CONTRACTOR SHALL DO PERCOLATION TEST AS DETAILED ON DETAIL D/L-1. THE OWNER OR LANDSCAPE ARCHITECT SHALL VERIFY ACCURACY AND EFFECT OF PERCOLATION TESTING. IF THE SOIL AT GIVEN AREA DOES NOT DRAIN PROPERLY, A PVC DRAIN OR GRAVEL SUMP SHALL BE INSTALLED OR THE PLANTINGS RELOCATED.

8. SHOULD THE LANDSCAPE CONTRACTOR ENCOUNTER UNSATISFACTORY SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PANS, STEAM OR OTHER UTILITY LINES OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS, HE MUST ADVISE THE LANDSCAPE ARCHITECT IN WRITING OF THE CONDITIONS PRIOR TO INSTALLING THE PLANTS. OTHERWISE, THE LANDSCAPE CONTRACTOR WARRANTS THAT THE PLANTING AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF THE PLANTS TO BE INSTALLED.

9. PLANTING PITS FOR TREE AND SHRUBS SHALL BE PREPARED AS PER DETAILS.

10. DOUBLE HAMMERED SHREDDED HARDWOOD MULCH SHALL BE APPLIED TO ALL SHRUB BEDS BY THE CONTRACTOR. BEDS SHALL BE TREATED WITH PREEMERGENT HERBICIDE BY THE CONTRACTOR BEFORE MULCH IS APPLIED. SHREDDED HARDWOOD MULCH SHALL BE TWO INCHES DEEP. A SAMPLE OF SHREDDED HARDWOOD MULCH SHALL BE PRESENTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.

11. ALL TREES ARE TO BE STAKED IMMEDIATELY AFTER PLANTING AS DETAILED. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF STAKING HOSES, ETC. AT THE END OF THE ONE YEAR GUARANTEE PERIOD.

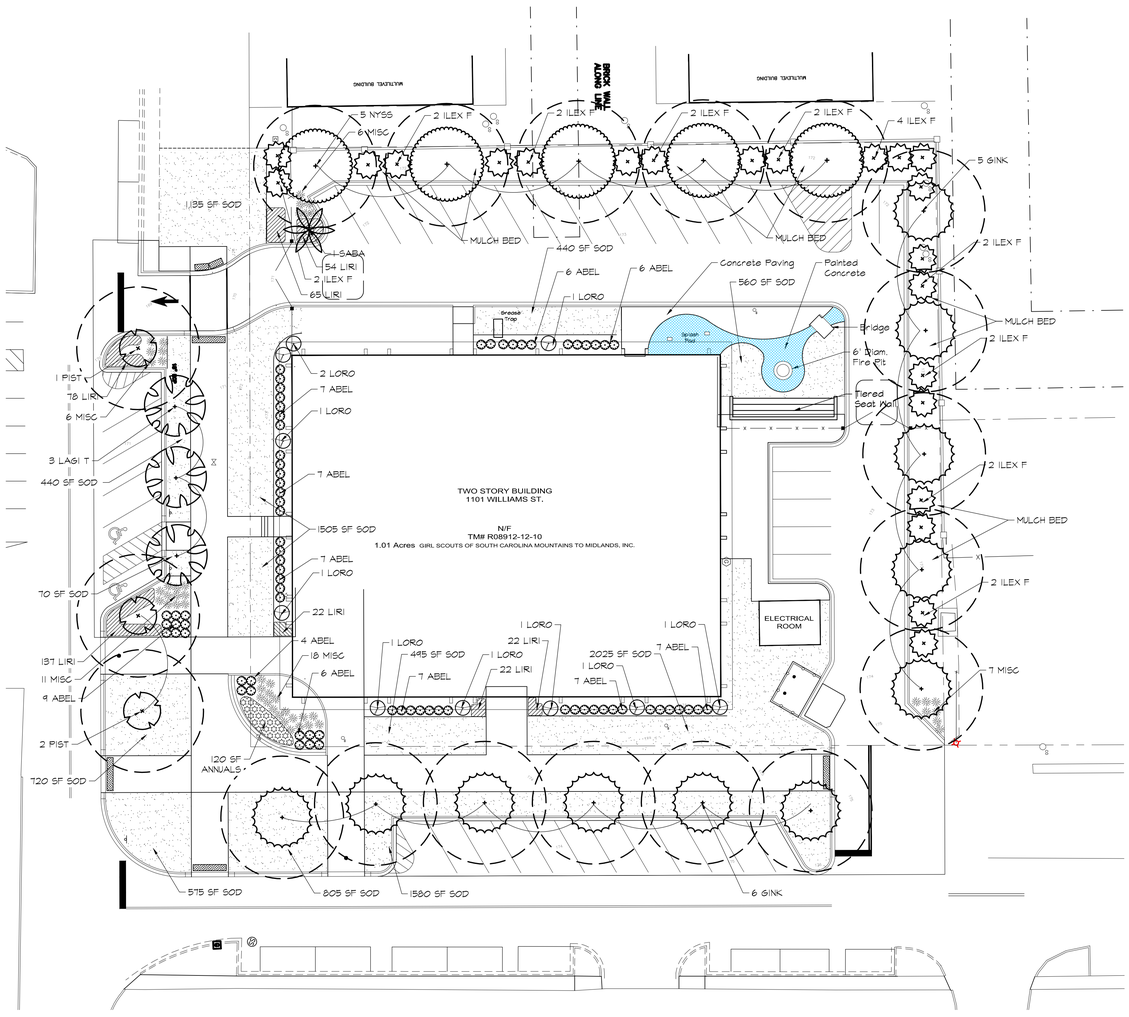
12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP THE SITE AT THE COMPLETION OF THE PROJECT AND SHALL MAINTAIN THE SITE IN A REASONABLY NEAT AND CLEAN STATE THROUGHOUT THE INSTALLATION PROCESS. STREETS AND PAVED AREAS SHALL BE CLEANED REGULARLY TO REMOVE CONSTRUCTION MATERIALS AND OTHER DEBRIS RESULTING FROM WORK OF THE PROJECT.

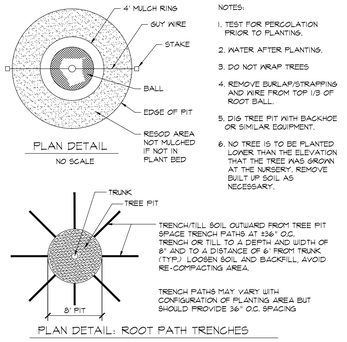
13. PLANTS SHALL BE GUARANTEED FOR THE DURATION OF ONE (1) FULL YEAR AFTER THE FINAL ACCEPTANCE OF THE PLANTING BY THE OWNER AND SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. ANY PLANT NOT IN A HEALTHY AND VIGOROUS STATE AT THE END OF THE GUARANTEE PERIOD SHALL BE REPLACED AT NO COST TO THE OWNER. PLANTS SEVERELY DAMAGED BY VANDALS ARE NOT SUBJECT TO REPLACEMENT BY THE CONTRACTOR DURING THE ONE YEAR GUARANTEE PERIOD.

14. REPLACEMENTS OF DEAD OR UNSATISFACTORY MATERIAL SHALL BE MADE AS SPECIFIED IN THE PLANT LIST. THE OWNER OR LANDSCAPE ARCHITECT SHALL INSPECT REPLACED PLANTS WHEN ALL REPLACEMENTS HAVE BEEN MADE. REPLACEMENTS ARE TO BE ALIVE AND IN A HEALTHY CONDITION WHEN THE REPLACEMENTS ARE COMPLETE AND SHALL BE SUBJECT TO A ONE (1) YEAR GUARANTEE FROM THE DATE OF SATISFACTORY REPLACEMENT.

15. NO EXCAVATION OR PLANTING PIT SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT.

16. PLANT MATERIAL QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR REFERENCE ONLY AND THE CONTRACTOR IS RESPONSIBLE FOR THE ACTUAL PLANT MATERIAL COUNTS. DISCREPANCIES BETWEEN QUANTITIES SHOWN ON THE PLANTING PLAN AND THOSE IN THE PLANT LIST SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION. IF CLARIFICATION OF DISCREPANCIES FROM THE LANDSCAPE ARCHITECT IS NOT POSSIBLE, THEN QUANTITIES SHOWN ON THE PLANTING PLAN SHALL TAKE PRECEDENCE.

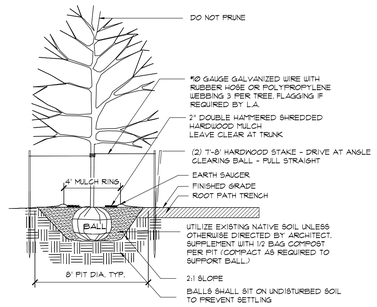




NOTES:
1. TEST FOR PERCOLATION PRIOR TO PLANTING.
2. WATER AFTER PLANTING.
3. DO NOT WRAP TREES
4. REMOVE BURLAP/STRAPPING AND WIRE FROM TOP 1/3 OF ROOT BALL.
5. DIG TREE PIT WITH BACKHOE OR SIMILAR EQUIPMENT.
6. NO TREE IS TO BE PLANTED LOWER THAN THE ELEVATION THAT THE TREE WAS GROWN AT THE NURSERY. REMOVE BUILT UP SOIL AS NECESSARY.

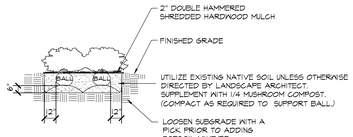
PLAN DETAIL
NO SCALE

PLAN DETAIL: ROOT PATH TRENCHES
NO SCALE



TREE PLANTING AND STAKING

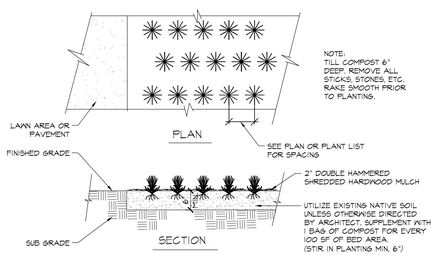
A / L-1 SECTION — NOT TO SCALE



NOTES:
1. TEST FOR PERCOLATION PRIOR TO PLANTING.
2. REMOVE PAPER, PLASTIC OR METAL CONTAINER THAT MAY BE AROUND ROOTS.
3. WATER AFTER PLANTING
4. DO BED PREPARATION ON ALL SHRUB & GROUNDCOVER AREAS

SHRUB PLANTING

B / L-1 — NOT TO SCALE



TYPICAL GROUNDCOVER PLANTING

C / L-1 — NOT TO SCALE

INSTRUCTIONS FOR PERFORMING A PERCOLATION TEST

1. WITH A SHOVEL OR POSTHOLE DIGGER, DIG HOLE 18" TO 24" DEEP. HOLE DIAMETER SHOULD BE A MINIMUM OF 4 INCHES. THE DIAMETER OF THE HOLE SHOULD BE UNIFORM FROM TOP TO BOTTOM WITH THE BOTTOM BEING FLAT.

2. FILL HOLE WITH WATER TO THE TOP AND LET STAND FOR AT LEAST AN HOUR TO PRE-WET THE SOIL.

3. REFILL HOLE TO WITHIN A COUPLE INCHES OF THE TOP. DON'T OVERFLOW THE HOLE.

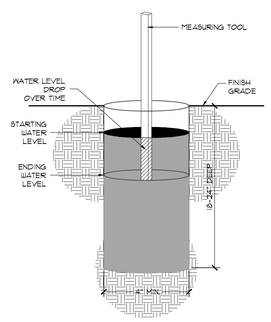
4. TO AID IN MEASUREMENT, PLACE A STICK ACROSS THE TOP OF THE HOLE AND USE A RULER OR MEASURING TAPE TO MARK PERIODIC DROPS IN WATER LEVEL.

5. ALLOW THE HOLE TO DRAIN FOR AT LEAST ONE HOUR. A LONGER PERIOD OF TIME (2 TO 3 HOURS) WILL GIVE A MORE ACCURATE READING OF AVERAGE PERCOLATION RATES.

6. DETERMINE AVERAGE DROP IN WATER LEVEL PER HOUR AND REFER TO THE TABLE BELOW TO INTERPRET RESULTS.

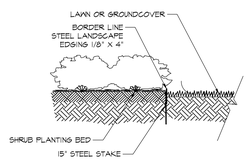
HOW TO INTERPRET RESULTS	
IF WATER LEVEL IN HOLE DROPS...	SITE IS...
LESS THAN ONE-HALF INCH PER HOUR	POORLY DRAINED AND SUITED TO WET -SITE SPECIES
ONE HALF-INCH TO ONE INCH PER HOUR	MODERATELY WELL DRAINED AND ACCEPTABLE FOR MANY SPECIES INCLUDING WET SITE SPECIES
MORE THAN ONE INCH PER HOUR	WELL DRAINED AND SUITABLE FOR ALL SPECIES INCLUDING SENSITIVE SPECIES

PERCOLATION TEST HOLE



PERCOLATION TEST

D / L-1 — ISOMETRIC — NOT TO SCALE



STEEL EDGING

E / L-1 — NOT TO SCALE

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Columbia, SC 29201

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION — GRIMBALL COTTERILL & ASSOCIATES No.049 — A/E Seal

STATE OF SOUTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 478 MARK COTTERILL — A/E Seal

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER

No.	Description	Date

Project Number G-840-16
Drawn By SKC
Checked By TMC
Date 12.12.17

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Drawing Title. PLANTING PLAN AND DETAILS

Drawing No. L-1

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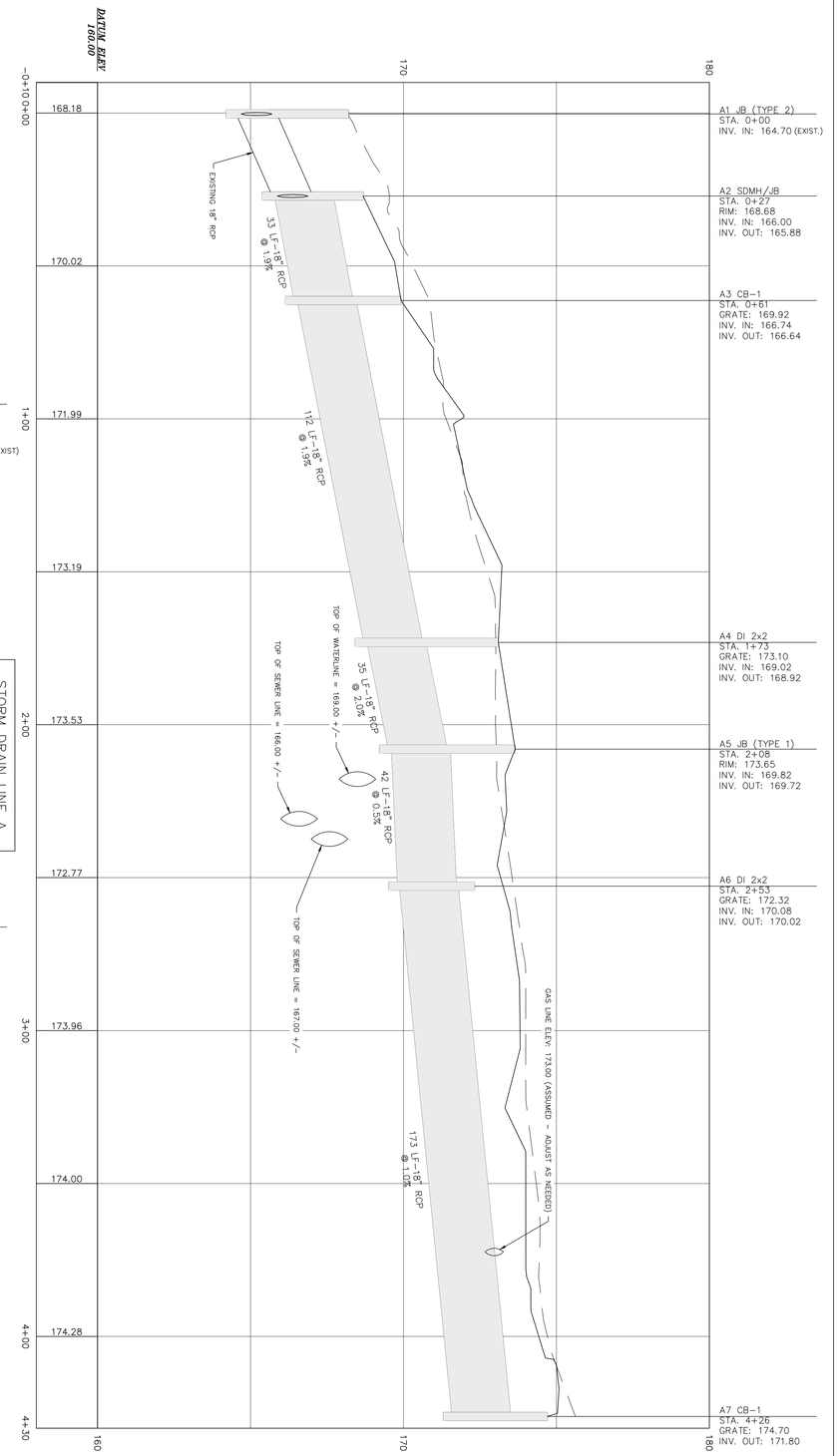
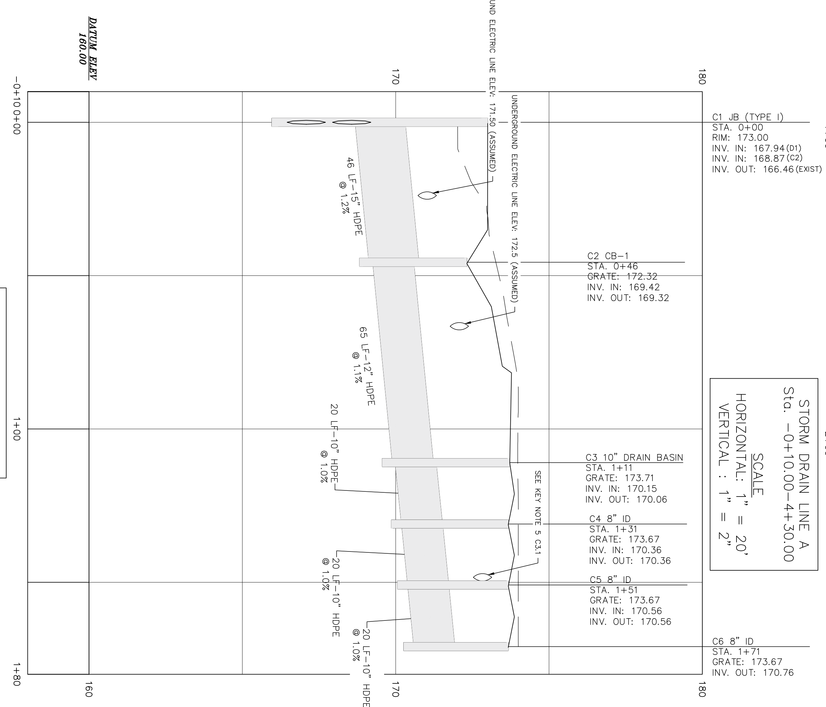
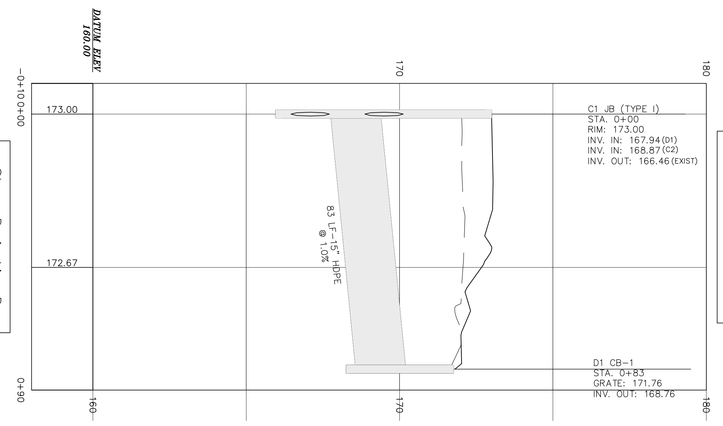


STORM DRAIN LINE A
Sta. -0+10.00-4+30.00
SCALE
HORIZONTAL: 1" = 20'
VERTICAL : 1" = 2"

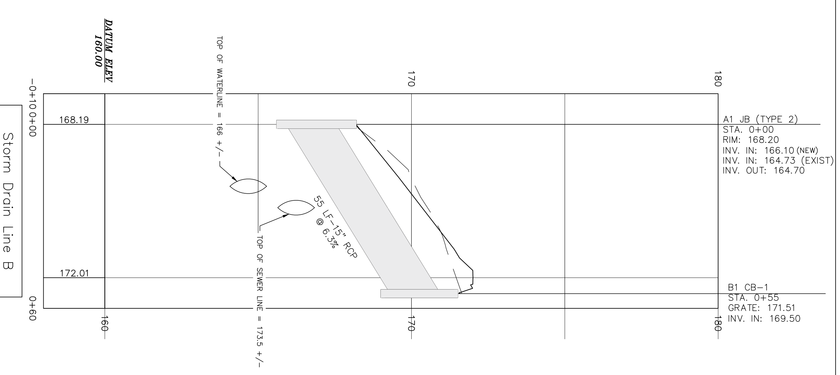


STORM DRAIN LINE C
Sta. -0+10.00-1+80.00
SCALE
HORIZONTAL: 1" = 20'
VERTICAL : 1" = 2"



Storm Drain Line D
Sta. -0+10.00-0+90.00
SCALE
HORIZONTAL: 1" = 20'
VERTICAL : 1" = 2"

Storm Drain Line B
Sta. -0+10.00-0+60.00
SCALE
HORIZONTAL: 1" = 20'
VERTICAL : 1" = 2"



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Drawing No.
C3.2

Drawing Title.
GRADING AND UTILITIES PLAN

No.	Description	Date

Project Number G-840-16
Drawn By RPL
Checked By RBT
Date 6.22.18

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GIRL SCOUTS OF SOUTH CAROLINA

MOUNTAINS TO MIDLANDS LEADERSHIP CENTER

1101 WILLIAMS STREET, COLUMBIA, SC 29201

A/E Seal — 1/12/2018

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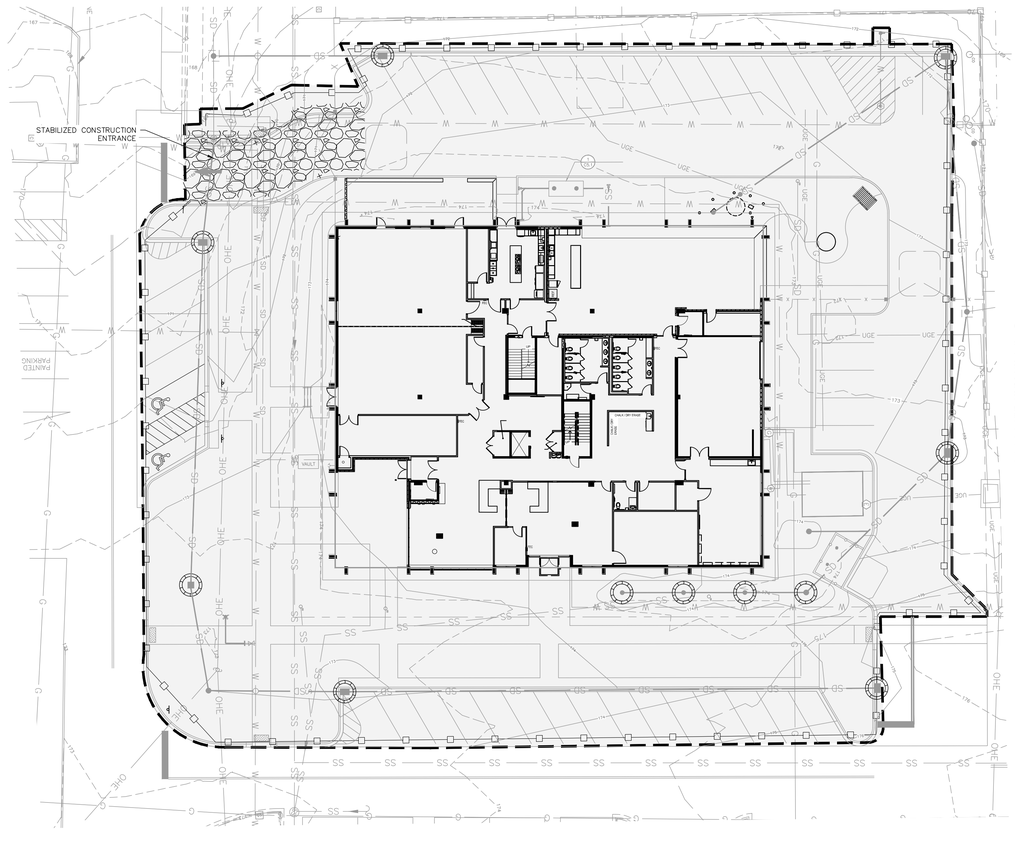


LEGEND

PROPOSED	DESCRIPTION
	SILT FENCE
	LIMITS OF DISTURBANCE (SHADED)
	INLET PROTECTION

CONSTRUCTION SEQUENCE OF ENTIRE CONSTRUCTION AREA FOR EROSION AND SEDIMENT CONTROL

1. RECEIVE NPDES COVERAGE FROM DHEC
2. PRE-CONSTRUCTION MEETING (ON-SITE IF MORE THAN 10 DISTURBED AND NON-LINEAR)
3. NOTIFY DHEC EQC REGIONAL OFFICE OR OCRM OFFICE 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES
4. INSTALLATION OF CONSTRUCTION ENTRANCE(S)
5. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS
6. INSTALLATION OF PERIMETER CONTROLS (E.G., SILT FENCE)
7. CLEARING & GRUBBING OF SITE OR DEMOLITION (SEDIMENT & EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED)
8. ROUGH GRADING
9. INSTALLATION OF UNDERGROUND DETENTION SYSTEMS, STORM DRAIN SYSTEM, AND PLACEMENT OF INLET PROTECTION AS EACH INLET IS INSTALLED
10. FINE GRADING, PAVING, ETC.
11. PERMANENT/FINAL STABILIZATION
12. REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (THE DEPARTMENT RECOMMENDS THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES)
13. SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC AS APPROPRIATE

AIRBORNE DUST CONTROL

THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AS OUTLINED IN THE SOUTH CAROLINA DHEC STORMWATER MANAGEMENT BMP HANDBOOK AS NEEDED TO CONTROL AIRBORNE DUST DURING CONSTRUCTION. COORDINATE WITH ENGINEER PRIOR TO IMPLEMENTATION OF VARIOUS MEASURES.

SLOPE STABILIZATION

THE CONTRACTOR IS RESPONSIBLE FOR SLOPE STABILIZATION AND IS RESPONSIBLE FOR INSTALLING THE NECESSARY STABILIZATION DEVICES TO ACCOMPLISH 100% STABILIZATION. THE CONTRACTOR SHALL INSTALL THE EROSION CONTROL MAT WHERE INDICATED AT MINIMUM AND MAY NEED TO INSTALL TEMPORARY SLOPE DRAIN (CONTRACTOR OPTION)

SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN THROUGHOUT THE LENGTH OF CONSTRUCTION SILT FENCES AT ALL STORM DRAINAGE STRUCTURES AND ALONG THE PERIMETER OF CONSTRUCTION AS NECESSARY TO CONTAIN ALL SEDIMENT RUNOFF WITHIN THE AREAS DISTURBED BY CONSTRUCTION.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE 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.
   > WHERE STABILIZATION BY THE 14th DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   > 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. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OR IDENTIFICATION.
4. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH ONE-THIRD THE HEIGHT OF THE SEDIMENT FENCE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZING ALL SLOPES FROM FINISH GRADE TO NATURAL GROUND AND FOR PREVENTING EXCESSIVE EROSION FROM OCCURRING. IMMEDIATELY AFTER ESTABLISHING THE INTERMEDIATE ROUGH GRADE SLOPES AND AFTER REACHING THE FINAL GRADE SLOPES, THE CONTRACTOR SHALL PROVIDE GRASSING OF THESE SLOPES. WHEN SLOPES ARE DISTURBED BY SUBSEQUENT EXCAVATIONS FOR OTHER ITEMS, THE CONTRACTOR SHALL INSPECT THE REPAIRS AND CORRECT ANY DEFICIENCIES IN THE REPAIRS.
6. ALL GRADING WORK SHALL CONFORM SUBSTANTIALLY WITH THE GRADING PLANS. WHERE SPOT GRADES ARE INDICATED ON THE PLANS, THEY SHALL BE ESTABLISHED BY SCALING AND SHALL TAKE PRECEDENCE OVER CONTOURS. ALL GRADING BETWEEN SPOT GRADES SHALL BE SMOOTH AND UNIFORM.
7. THE CONTRACTOR SHALL ADEQUATELY COORDINATE THE INSTALLATION OF THE STORM DRAINAGE SYSTEM TO ENSURE THAT POSITIVE RUNOFF OF STORMWATER IS EFFECTED BOTH DURING CONSTRUCTION AND AFTER COMPLETION OF THE WORK.
8. IF NECESSARY, SLOPES WHICH EXCEED 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 THE SLOPE IS BROUGHT TO GRADE.
9. 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. **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.**
10. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE TRACKING OF MUD ONTO PAVED ROADWAY FROM CONSTRUCTION AREAS **AND GENERATION OF DUST.**
11. 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 OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
12. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
13. ALL WATERS OF THE STATE (WoS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CANNOT BE MAINTAINED BETWEEN THE DISTURBED AREAS AND ALL WoS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WoS.
14. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER), AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGES.
15. A COPY OF THE SWPPP, INSPECTIONS 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.
16. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE
17. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
18. MINIMIZE 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.
19. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPs (SEDIMENT BASIN, FILTER BAG, ETC.).
20. 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, FROM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
    FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
    SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
21. 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.
22. IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs 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 PRACTICAL. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
23. 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.
24. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ AND SCR100000.

EROSION AND SEDIMENT CONTROL MEASURES

GENERAL

THE CONTRACTOR IS ADVISED THAT ALL GRADING AND DRAINAGE WORK ON THE PROJECT IS PERMITTED UNDER THE REQUIREMENTS OF THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, DIVISION OF STORMWATER MANAGEMENT. COMPLIANCE WITH THE PERMITTED CONDITIONS IS MANDATORY. THE CONTRACTOR SHALL RELY ON EXPERIENCE AND CONTROL OF THE WORK TO PROVIDE ADEQUATE AND ORDERLY CONSTRUCTION METHODS TO CONTROL STORMWATER RUNOFF AND PREVENT THE EXCESSIVE MIGRATION OF SEDIMENTS FROM THE SITE. THE CONTRACTOR ALSO SHALL DIRECT INSTALLATION OF NECESSARY TEMPORARY CONSTRUCTION MEASURES TO CONTROL STORMWATER RUNOFF. ALL STORMWATER MANAGEMENT MEASURES SHALL BE INSPECTED AFTER EACH RAIN EVENT AND ANY REQUIRED MAINTENANCE SHALL BE PERFORMED.

SILT FENCES

SILT FENCES OR EQUIVALENT SEDIMENT CONTROL SHALL BE INSTALLED WHERE INDICATED AND MAINTAINED IN ACCORDANCE WITH THIS PLAN.

STORM DRAINAGE STRUCTURES

TEMPORARY BARRIERS OF EITHER SILT FENCING OR ROCK RIPRAP SHALL BE INSTALLED AND MAINTAINED AROUND STORM DRAINAGE STRUCTURES UNTIL THEIR DRAINAGE AREA IS STABILIZED. STORM DRAINAGE PIPES, INCLUDING OUTLET PROTECTION, SHALL BE INSTALLED AS SOON AS EARTH GRADING IS ADEQUATE TO ACCEPT PIPE INSTALLATION. INLET STRUCTURES SHALL BE CONSTRUCTED AS THE EARTHFILL IS PLACED AND CONSTRUCTION SHALL AT ALL TIMES PROVIDE SURFACE DRAINAGE TO THEM. TEMPORARY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT EACH INLET AS THE EARTH FILL RISES.

STABILIZATION OF DISTURBED AREAS

DISTURBED AREAS SHALL RECEIVE STABILIZING MEASURES WITHIN 14 DAYS AFTER DISTURBANCES, UNLESS CONSTRUCTION WILL RESUME IN THAT AREA WITHIN 21 DAYS FROM WHEN ACTIVITIES CEASED.

INSPECTION AND MAINTENANCE

SEDIMENT CONTROL SYSTEMS SHALL BE INSPECTED AT LEAST WEEKLY AND AFTER ANY RAINFALL EVENT EXCEEDING 0.5 INCH. ANY NEEDED CORRECTIONS OR MAINTENANCE SHALL BE ACCOMPLISHED IMMEDIATELY THEREAFTER.

REMOVAL OF SEDIMENT CONTROL SYSTEMS

TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AFTER EACH AFFECTED AREA HAS BEEN "FINALLY STABILIZED".

TEMPORARY DIVERSIONS

TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO PREVENT FLOW OF STORMWATER OVER DISTURBED AREA. TEMPORARY DIVERSION OUTLETS SHALL HAVE ADEQUATE CAPACITY AND TERMINATE INTO DENSE VEGETATION, ROCK RIP RAP, STORM STRUCTURES OR SIMILAR MEASURES TO REDUCE EROSION AT THE OUTLET. TEMPORARY DIVERSION CHANNELS SHALL BE CONSTRUCTED AND MAINTAINED AT A MINIMUM OF 1 PERCENT GRADE AND A MAXIMUM GRADE OF 2 PERCENT. THE CAPACITY OF TEMPORARY DIVERSIONS SHALL BE RESTORED ANYTIME THE EXCAVATED CHANNEL BECOMES FULL OF SEDIMENT AT ANY POINT IN THE LENGTH OF THE DIVERSION. THE RIDGE AND CHANNEL OF THE TEMPORARY DIVERSIONS SHALL BE STABILIZED WITH TEMPORARY VEGETATION IMMEDIATELY AFTER CONSTRUCTION AND RE-STABILIZED AFTER EACH DISTURBANCE.

PREDOMINANT SOIL TYPE

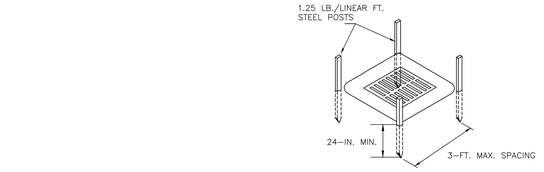
URBAN LAND (Ur)

GRASSING PER 1000 SQUARE FEET (TEMPORARY)

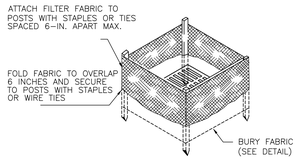
FROM MAY 1 TO AUGUST 30		FROM SEPTEMBER 1 TO APRIL 30	
1 LB.	BROWNTOP MILLET GRASS	6 LBS.	ANNUAL RYEGRASS
15 LBS.	10-10-10 FERTILIZER	15 LBS.	10-10-10 FERTILIZER
5 LBS.	MAGNESIUM SULFATE	5 LBS.	MAGNESIUM SULFATE
10 LBS.	CALCIUM (GYPSUM)	10 LBS.	CALCIUM (GYPSUM)

GRASS INFORMATION (PERMANENT)

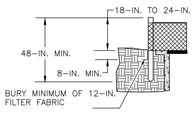
SEE LANDSCAPING PLANS FOR PERMANENT GRASSING INFORMATION



POST INSTALLATION DETAIL



FILTER FABRIC INSTALLATION DETAIL



FILTER FABRIC BURIAL DETAIL

TYPE A - FILTER FABIC INLET PROTECTION

NOT TO SCALE

Materials
Use filter fabric that conforms to SCDOT standard specifications for highway construction (latest edition). Refer to the silt fence geotextile fabrics Approval Sheet #34.

Use steel posts that meet the following minimum physical requirements:
Be composed of high strength steel with minimum yield strength of 50,000 psi.
Have a standard "T" section with a nominal face width of 1.38-inches and nominal "T" length of 1.48-inches.
Weigh 1.25 pounds per foot (± 8%).
Be painted with a water based baked enamel paint.

Attach fabric to metal posts with heavy-duty plastic ties.

Installation
Excavate a trench 6-inches wide and 6-inches deep around the outside perimeter of the inlet unless the fabric is pneumatically installed.

Extend the filter fabric a minimum of 12-inches into the trench. Backfill the trench with soil or crushed stone and compact over the filter fabric unless the fabric is pneumatically installed.

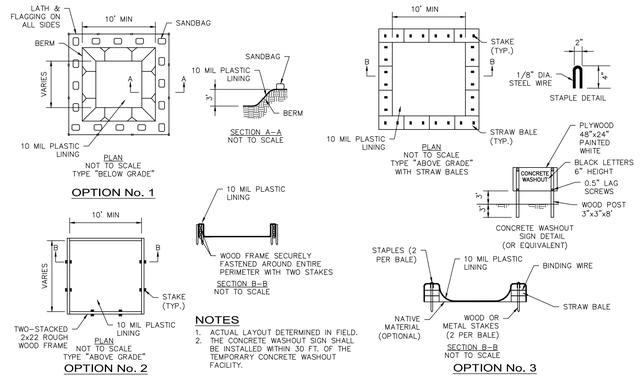
Use steel posts with a minimum post length of 60-inches consisting of standard "T" sections with a weight of 1.25 pounds per foot (±8%). Install the filter fabric to a minimum height of 24-inches above grade. Space the steel posts around the perimeter of the inlet a maximum of 3-feet apart and drive them into the ground a minimum of 24-inches. Cut the filter fabric from a continuous roll to the length of the protected area to avoid the use of joints. When joints are necessary, wrap filter fabric together only at a support post with both ends securely fastened to the post, with a minimum 6-inch overlap.

Attach fabric to steel posts with heavy-duty plastic ties.

Attach at least four (4) evenly spaced ties in a manner to prevent sagging or tearing of the fabric. In all cases, affix ties in no less than four (4) places.

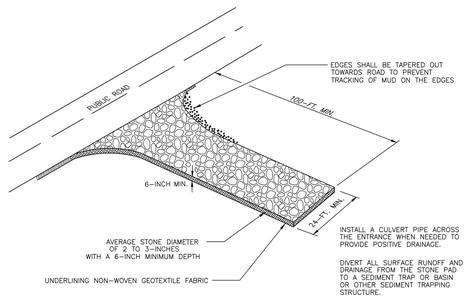
Inspection and Maintenance
All sediment and erosion control devices shall be inspected at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater. If the fabric becomes clogged, it should be replaced. Sediment should be removed when it reaches approximately 1/3 the height of the fence. Take care not to damage or undercut fabric when removing sediment.If a sump is used, sediment should be removed when it fills approximately 1/3 the depth of the hole. Maintain the pool area, always providing adequate sediment storage volume for the next storm.

Storm drain inlet protection structures should be removed only after the disturbed areas are permanently stabilized. Remove all construction material and sediment, and dispose of them properly. Grade the disturbed area to the elevation of the drop inlet structure crest. Use appropriate permanent stabilization methods to stabilize bare areas around the inlet.



NOTES
1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CONCRETE WASHOUT



STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE

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7436 Broad River Road, Suite 212
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Tel. 803.781.3141
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AIE Seal: SOUTH CAROLINA — RB TODD & ASSOCIATES, INC. NO. C03047 — CERTIFICATE OF AUTHORIZATION

AIE Seal: SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — NO. 15190 — ROBERT BRUCE TODD — 1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER
1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number: G-640-16
Drawn By: RPL
Checked By: RBT
Date: 6.22.18

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Drawing Title: SEDIMENT AND EROSION CONTROL PLAN

Drawing No. C4.1

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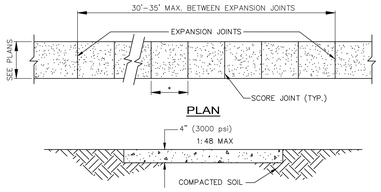
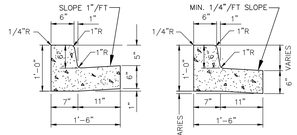


NOTES:
1. INSTALL 1/2" EXPANSION JOINTS 30'-35' O/C AND WHERE WALK ABUTS BUILDING, WALKS, OR OTHER CONSTRUCTION. SCORE WALK TO A DEPTH OF 1".
2. CROSS SLOPE OF SIDEWALKS SHALL NOT EXCEED 1:48 ACCORDING TO 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SECTION 403.3

SW WIDTH *	SCORE
5'	5' O/C
8'	10' O/C

(UNLESS OTHERWISE NOTED)

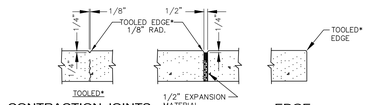
1 / C5.1 CONCRETE SIDEWALK
SCALE: 1" = 1'-0"



NORMAL GUTTER PITCHED GUTTER

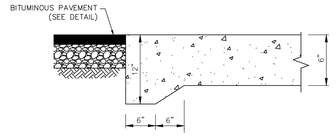
NOTES:
1. CURB AND GUTTER TO BE CONSTRUCTED IN 10-FOOT LENGTHS.
2. PROVIDE 1/2 INCH EXPANSION JOINT MATERIAL AT INTERVALS NOT TO EXCEED 100 FEET, AT THE ENDS AND MID-POINT OF RETURNS, AND AT ANY LOCATION WHERE THE NEW CURB AND GUTTER ABUTS OTHER CONCRETE STRUCTURES.
3. PROVIDE A 5' LONG TRANSITION BETWEEN NORMAL GUTTER AND PITCHED GUTTER UNLESS OTHERWISE INDICATED ON PLANS.

2 / C5.1 CONCRETE CURB & GUTTER
SCALE: 3/4" = 1'-0"



CONTRACTION JOINTS EXPANSION JOINT EDGE
*COORDINATE TOOLED EDGE FINISH WITH LANDSCAPING PLANS

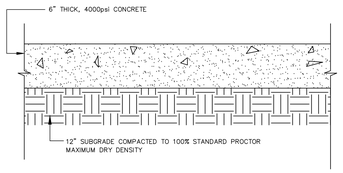
3 / C5.1 CONCRETE SIDEWALK JOINTS
NOT TO SCALE



4 / C5.1 TOED FOOTING AT CONCRETE EDGE
NOT TO SCALE

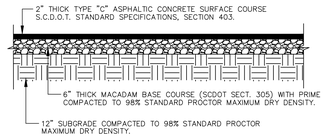
NOTE:
ARROWS AND WORDS CAN BE ARRANGED IN OTHER COMBINATIONS THAN THOSE ILLUSTRATED HERE TO ACHIEVE DESIRED RESULT.

5 / C5.1 PAVEMENT ARROW
NOT TO SCALE



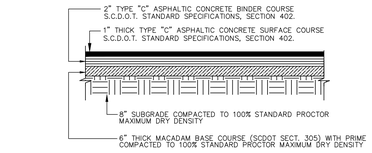
6 / C5.1 HEAVY DUTY CONCRETE PAVEMENT
NOT TO SCALE

NOTES:
1. THIS SECTION IS NOT BASED UPON ANY GEOTECHNICAL REPORT FOR SECTION RECOMMENDATION.



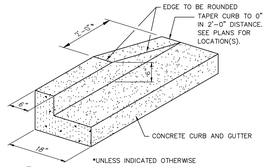
7 / C5.1 LIGHT DUTY ASPHALT PAVEMENT
NOT TO SCALE

NOTES:
1. THIS SECTION IS NOT BASED UPON ANY GEOTECHNICAL REPORT FOR SECTION RECOMMENDATION.

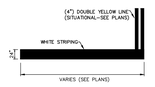


8 / C5.1 HEAVY DUTY ASPHALT PAVEMENT
NOT TO SCALE

NOTES:
1. THIS SECTION IS NOT BASED UPON ANY GEOTECHNICAL REPORT FOR SECTION RECOMMENDATION.

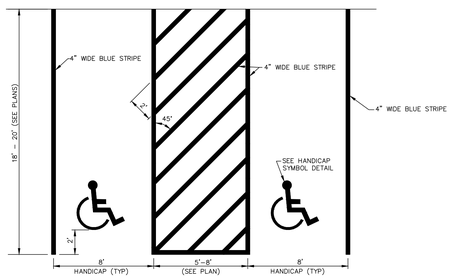


9 / C5.1 TAPERED CURB & GUTTER
NOT TO SCALE



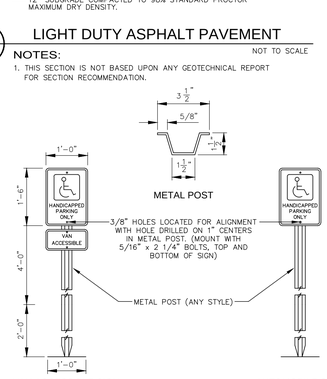
NOTE: ALL PAVEMENT MARKINGS WITHIN SCDOT R/W SHALL BE THERMOPLASTIC AND INSTALLED ACCORDING TO SCDOT STANDING DRAWINGS AND SPECIFICATIONS.

10 / C5.1 STOP BAR
NOT TO SCALE



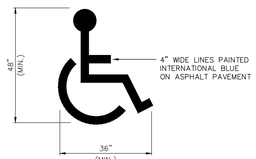
11 / C5.1 HANDICAP ACCESSIBLE PARKING STALLS
NO SCALE

NOTES:
1. ALL STRIPING SHALL BE PERFORMED BY CONTRACTOR USING TRAFFIC MARKING PAINT. PAINT SHALL BE SHERWIN-WILLIAMS "PRO-MAR" TRAFFIC MARKING PAINT OR GLIDDEN TRAFFIC MARKING PAINT AND SHALL BE APPLIED IN TWO COATS AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL STRIPING ASSOCIATED WITH HANDICAP PARKING SHALL BE 4" WIDE (BLUE).
2. SEE PLANS FOR SPECIFIC LOCATION AND DIMENSIONS.



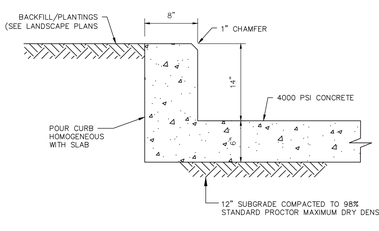
NOTES:
1. METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS, WASHERS, AND SCREWS MUST BE RUSTPROOF. (POST MAY BE ANY STYLE.)
2. SIGNS WILL BE FABRICATED BY USING A REFLECTING COATING IN THE SYMBOL, MESSAGE, AND BORDERS APPLIED TO A SHEET ALUMINUM BACKING (0.80 IN THICKNESS).
3. MESSAGE LETTERING SHALL BE UPPERCASE (WHITE, SERIES B) IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. THE SYMBOL IS COMPOSED OF TWO ELEMENTS; A WHITE WHEELCHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND, INTERNATIONAL BLUE IN COLOR (FED. STD. 595A, COLOR #15180).
5. SIGN POST SHALL BE MINIMUM OF 2'-0" CLEAR FROM BACK OF SIDEWALK. SEE PLANS FOR LOCATION OF SIGNS.

12 / C5.1 HANDICAP SIGN
NO SCALE



HANDICAP PARKING PAINTED SYMBOL

13 / C5.1
NOT TO SCALE



14 / C5.1 SECTION @ ENTRY DROP OFF
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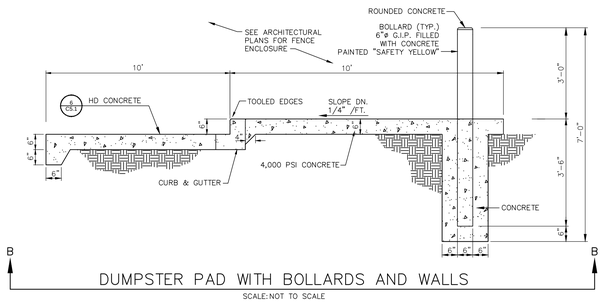
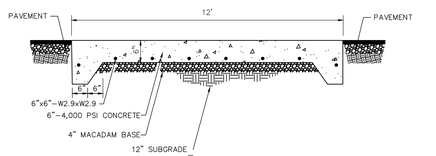


DUMPSTER PAD WITH BOLLARDS AND WALLS
SCALE:NOT TO SCALE

15 / C5.1 DUMPSTER PAD AND BOLLARDS
NOT TO SCALE



16 / C5.1 PAVEMENT SECTION @ DRIVEWAYS
NOT TO SCALE

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AIE Seal
SOUTH CAROLINA
RB TODD & ASSOCIATES, INC.
NO. C03047
CERTIFICATE OF AUTHORIZATION

AIE Seal
SOUTH CAROLINA
REGISTERED ARCHITECT
NO. 15190
BRENT BRUCE TODD
1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER
1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number: G-B&B-16
Drawn By: RPL
Checked By: RBT
Date: 6.22.18

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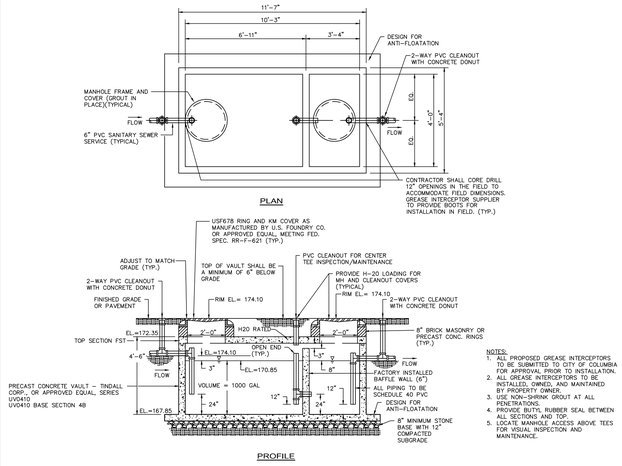
Drawing Title: MISC. DETAILS

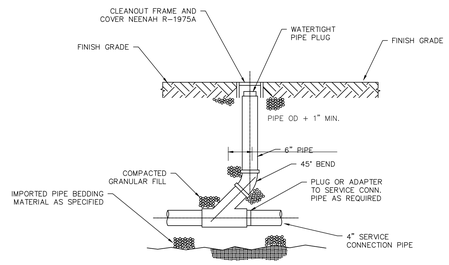
Drawing No. C5.1

S:\PROJECTS\16537 GIRL SCOUT HQ\DRAWINGS\CIVIL\180619\16537 GIRL SCOUT HQ DETAILS.DWG - 6/19/2018



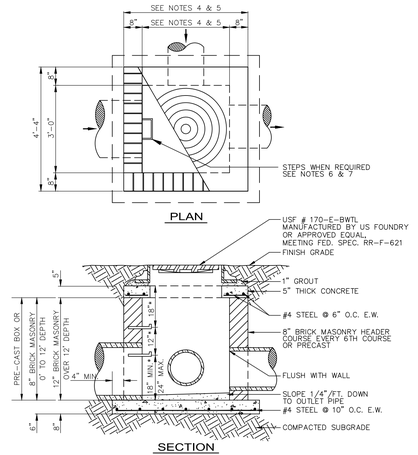
1 C5.1 **1000 GALLON GREASE TRAP***

NOT TO SCALE *(SUBMIT SHOP DRAWINGS)



2 C5.1 **SANITARY CLEANOUT - GROUND**

NOT TO SCALE

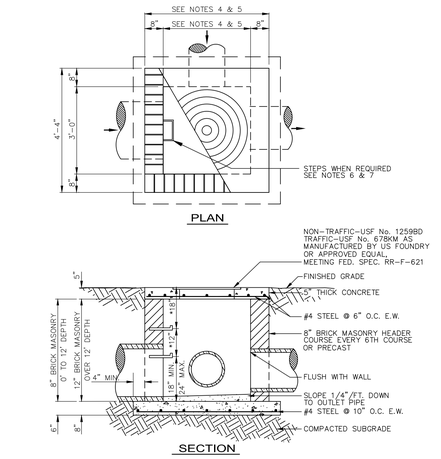


NOTES: * SEE NOTES 6 & 7

1. ALL CONCRETE SHALL BE 3,000 PSI.
2. ENDS OF ALL PIPES SHALL BE FLUSH WITH INSIDE WALL.
3. ALL STEEL BARS SHALL BE PLACED 1–1/2" CLEAR FROM BOTTOM AND SIDES OF SLAB.
4. FOR 15" – 24" I.D. PIPES USE 3'–0" x 3'–0" BOX.
5. FOR PIPES OVER 24" I.D. BOX INSIDE DIMENSIONS SHALL BE PIPE O.D. + 6" EACH SIDE OF PIPE.
6. STEPS CONFORMING TO ASTM C478 SHALL BE REQUIRED WHEN STRUCTURE DEPTH IS GREATER THAN 4'–6".
7. ALL STEPS SHALL BE PLACED 12" O/C AND PROTRUDE 4" FROM INSIDE FACE OF STRUCTURE WALL.
8. CONCRETE BRICK WALLS SHALL HAVE A 1/4" MORTAR COAT ON INSIDE SURFACE.
9. WALL THICKNESS IS TO BE 12" IF BOX DEPTH EXCEEDS 12'–0".
10. ALL MATERIALS AND CONSTRUCTION ARE TO COMPLY WITH SECTION 720 OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
11. REINFORCED CONCRETE MAY BE SUBSTITUTED FOR BRICK WALLS. REINFORCING TO BE #4 BARS @ 12" E.W.

3 C5.1 **JUNCTION BOX (TYPE 1)**

NOT TO SCALE

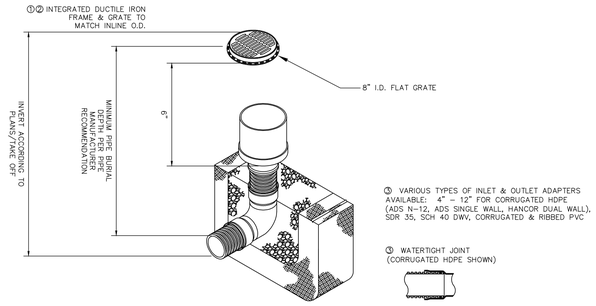


NOTES: * SEE NOTES 6 & 7

1. ALL CONCRETE SHALL BE 3,000 PSI.
2. ENDS OF ALL PIPES SHALL BE FLUSH WITH INSIDE WALL.
3. ALL STEEL BARS SHALL BE PLACED 1–1/2" CLEAR FROM BOTTOM AND SIDES OF SLAB.
4. FOR 15" – 24" I.D. PIPES USE 3'–0" x 3'–0" BOX.
5. FOR PIPES OVER 24" I.D. BOX INSIDE DIMENSIONS SHALL BE PIPE O.D. + 6" EACH SIDE OF PIPE.
6. STEPS CONFORMING TO ASTM C478 SHALL BE REQUIRED WHEN STRUCTURE DEPTH IS GREATER THAN 4'–6".
7. ALL STEPS SHALL BE PLACED 12" O/C AND PROTRUDE 4" FROM INSIDE FACE OF STRUCTURE WALL.
8. CONCRETE BRICK WALLS SHALL HAVE A 1/4" MORTAR COAT ON INSIDE SURFACE.
9. WALL THICKNESS IS TO BE 12" IF BOX DEPTH EXCEEDS 12'–0".
10. ALL MATERIALS AND CONSTRUCTION ARE TO COMPLY WITH SECTION 720 OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
11. REINFORCED CONCRETE MAY BE SUBSTITUTED FOR BRICK WALLS. REINFORCING TO BE #4 BARS @ 12" E.W.

4 C5.1 **JUNCTION BOX (TYPE 2)**

NOT TO SCALE

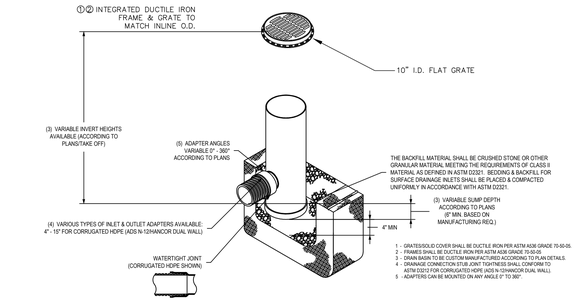


NOTES

1. GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70–50–05 WITH THE EXCEPTION OF THE BRONZE GRATE.
2. FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70–50–05.
3. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC.

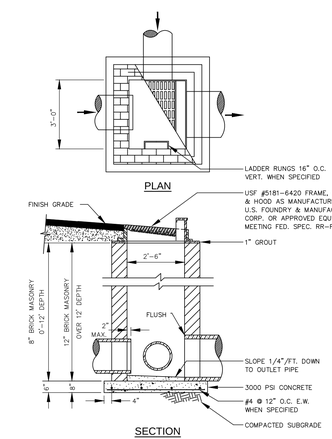
5 C5.1 **8" INLINE DRAIN**

NOT TO SCALE



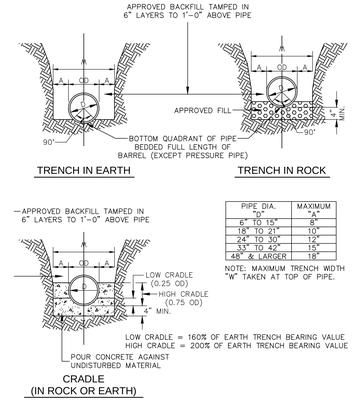
6 C5.1 **NYLOPLAST 10" DRAIN BASIN**

NOT TO SCALE



7 C5.1 **CATCH BASIN TYPE I (CB-I)**

NOT TO SCALE



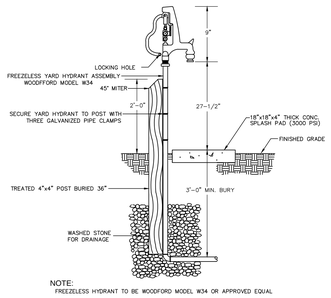
PIPE DIA.	MAXIMUM "A"
12"	8"
15" TO 18"	10"
21" TO 24"	12"
27" TO 30"	13"
33" TO 42"	15"
48" & LARGER	18"

NOTE: MAXIMUM TRENCH WIDTH "W" TAKEN AT TOP OF PIPE.

LOW CRADLE = 160% OF EARTH TRENCH BEARING VALUE
HIGH CRADLE = 200% OF EARTH TRENCH BEARING VALUE

8 C5.1 **STANDARD PIPE TRENCH BEDDING**

NOT TO SCALE



NOTE:
FREEZELESS HYDRANT TO BE WOODFORD MODEL W34 OR APPROVED EQUAL

9 C5.1 **FREEZELESS YARD HYDRANT**

NOT TO SCALE

The Boudreaux Group
1330 Lady St., Suite 500 (29201)
P.O. Box 4563
Columbia, SC 29250
803 799 0547 p
803 771 6844 f
info@boudreaugroup.com
Interdisciplinary Design Architecture Interiors Planning

AIE Seal

SOUTH CAROLINA RB TODD & ASSOCIATES, INC. NO. C03047 CERTIFICATE OF AUTHORIZATION

AIE Seal

SOUTH CAROLINA NO. 15190 REGISTERED PROFESSIONAL ENGINEER BRUCE T. TODD

1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER

1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number: C-6640-16
Drawn By: RPL
Checked By: RBT
Date: 6.22.18

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Drawing Title.
MISC. DETAILS

Drawing No.
C5.2

S:\PROJECTS\16537 GIRL SCOUT HQ\DRAWINGS\CIVIL\180614\16537 GIRL SCOUT HQ DETAILS.DWG – 6/19/2018

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-059 - Granting an encroachment to Sola Station, LLC for use of the esplanade right of way area for installation and maintenance of a concrete patio, landscaping and irrigation system adjacent to its building at 600 Canalside Street, Richland County TMS# 09005-03-06 and for use of the right of way area of the 300 block of Taylor Street, 1500 block of Williams Street and 1600 block of Williams Street for installation and maintenance of a community sign adjacent to its building at 300 Taylor Street, Richland County TMS # 09005-03-18**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-059 encroach Sola Station Canalside Williams & Taylor (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFTED

ORDINANCE NO.: 2018-059

Granting an encroachment to Sola Station, LLC for use of the esplanade right of way area for installation and maintenance of a concrete patio, landscaping and irrigation system adjacent to its building at 600 Canalside Street, Richland County TMS# 09005-03-06 and for use of the right of way area of the 300 block of Taylor Street, 1500 block of Williams Street and 1600 block of Williams Street for installation and maintenance of a community sign adjacent to its building at 300 Taylor Street, Richland County TMS # 09005-03-18

WHEREAS, Sola Station, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the esplanade right of way area of the 600 block of Canalside Street adjacent to its building at 600 Canalside Drive for the installation and maintenance of a concrete patio area approximately thirteen (13') feet in width one hundred twenty (120') feet in length, landscaping and irrigation system and utilize a portion of the right of way area of the 300 Block of Taylor Street, 1500 block of Williams Street, and 1600 Block of Williams Street adjacent to its building at 300 Taylor Street for the installation and maintenance of a steel community sign approximately twenty-four (24') feet in height and forty-nine in length with a clearance of approximately nineteen (19') feet, as shown on the attached drawing; 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 _____, 2018, that the grantee is hereby granted the right to use the right of way areas of the 600 block of Canalside Street adjacent to its building at 600 Canalside Drive for the installation and maintenance of a concrete patio area approximately thirteen (13') feet in width one hundred twenty (120') feet in length, landscaping and irrigation system and utilize a portion of the right of way area of the 300 Block of Taylor Street, 1500 block of Williams Street, and 1600 Block of Williams Street adjacent to its building at 300 Taylor Street for the installation and maintenance of a steel community sign approximately twenty-four (24') feet in height and forty-nine in length with a clearance of approximately nineteen (19') feet, as shown on the attached drawing.

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

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. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
4. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
5. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
6. All trees shall be protected and no large tree roots shall be removed from any existing trees.
7. Gates must swing into property.
8. Fence posts must be located outside of the drip line of City trees to insure protection of City trees.

9. Must comply with all requirements of the Design/Development Review Commission (D/DRC).
10. Prior the issuance of any permits, the applicant must submit a detailed site plan to illustrate that the proposed sign and footings will not be placed of any utilities or damage existing trees.
11. SCDOT Encroachment Permit may be required.

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

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.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his 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

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-059

600 BLOCK CANALSIDE STREET
300 BLOCK OF TAYLOR STREET, 1500 BLOCK OF WILLIAMS STREET, AND 1600 BLOCK OF WILLIAMS STREET
CANALSIDE COMMUNITY SIGN AND PATIO

Subject Property:	Right-of-way adjacent to 600 Canalside Street (Esplanade), 300 Block of Taylor Street, TMS#09005-03-06, 1500 block of Williams Street, and 1600 block of Williams Street adjacent to 300 Taylor Street, TMS#09005-03-18
Council District:	2
Proposal:	Request approval for the installation and maintenance of a concrete patio and community sign
Applicant:	Sola Station, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete patio area approximately thirteen (13') feet in width one hundred twenty (120') feet in length, landscaping and irrigation system and utilize a portion of the right of way area of the 300 Block of Taylor Street, 1500 block of Williams Street, and 1600 Block of Williams Street adjacent to its building at 300 Taylor Street for the installation and maintenance of a steel community sign approximately twenty-four (24') feet in height and forty-nine in length with a clearance of approximately nineteen (19') feet, as shown on the attached drawings. 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. 3. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 4. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 5. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 6. All trees shall be protected and no large tree roots shall be removed from any existing trees. 7. Gates must swing into property. 8. Fence posts must be located outside of the drip line of City trees to insure protection of City trees. 9. Must comply with all requirements of the Design/Development Review Commission (D/DRC). 10. Prior the issuance of any permits, the applicant must submit a detailed site plan to illustrate that the proposed sign and footings will not be placed of any utilities or damage existing trees. 11. SCDOT Encroachment Permit may be required.

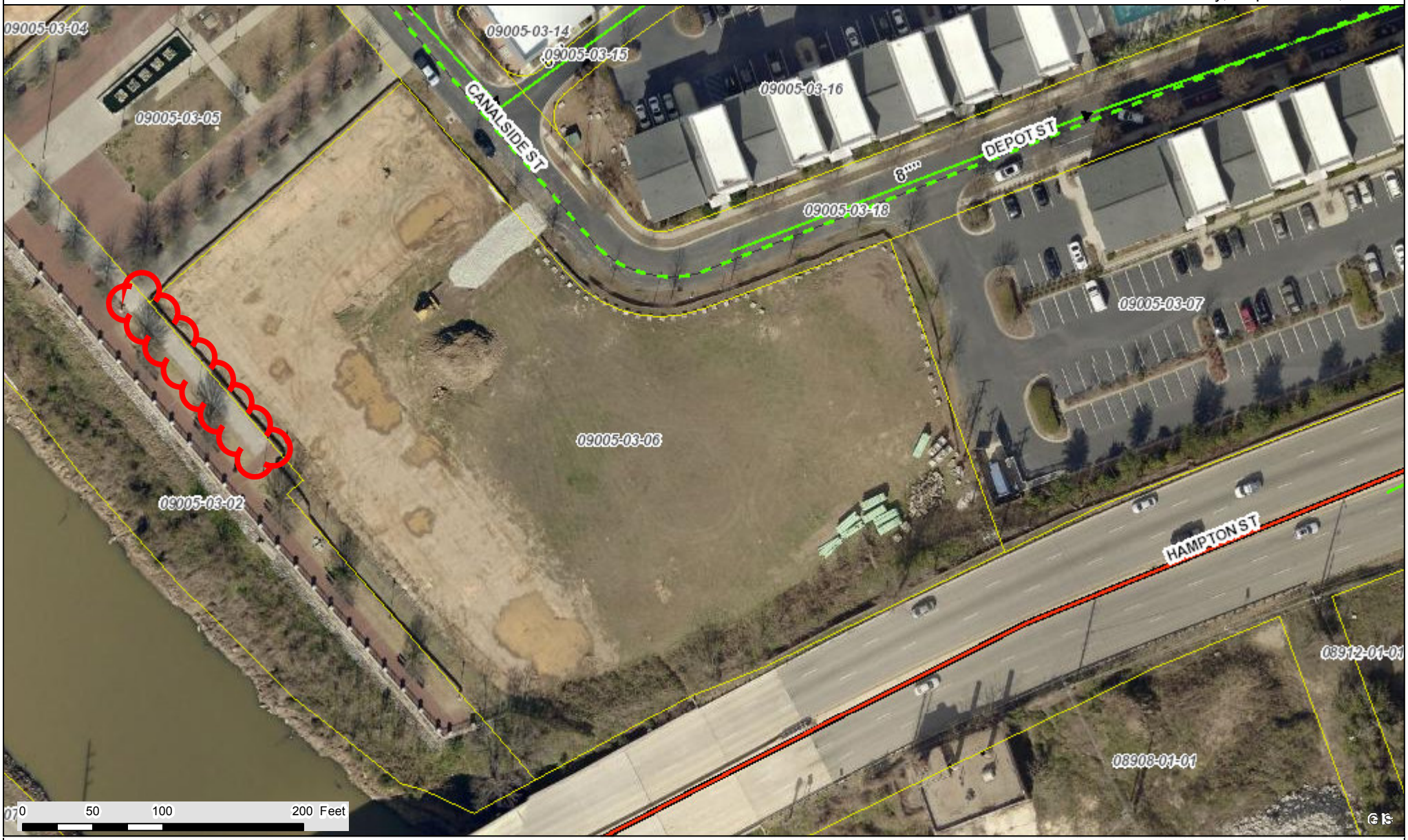
CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Applicant must maintain landscaping and irrigation.
Land Development	Recommend approval.
Fire	Recommend approval.

City of Columbia

Canalside Esplanade Encroachment

W E S

Tuesday, September 4, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

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We Are Columbia

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

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.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: Property Owner: SOLA STATION, LLC

Business Name/Applicant's Name if different than owner: _____

Contact Information: Telephone Number: 843-277-3052 Fax Number: _____

Mailing address: Post Office Box 242, Charleston, SC 29402 E-mail address: nmiller@thebeachcompany.com

Business Name/Development Name for Encroachment: Sola Station, LLC

Encroachment type: ___Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System ___ Landscaping ____ Driveway ____ Pavers __x__ Sidewalk/Walkway
Planters Awning Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) +/-13 LF Wide, +/-120 LF Long

Construction material: Concrete

☒ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: N/A

Posted Maximum Capacity Allowance (inside/outside combined): N/A No. of chairs outdoors: N/A No. of Tables Outdoors: N/A

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: N/A If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Ned Miller

Name/Title: Ned Miller / Development Manager
Date: 6-26-18

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Ned Miller

Name/Title: Ned Miller / Development Manager
Date: 6-26-18

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

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

LR: 1/2017

City of Columbia Pictometry Viewer

PERMITS / LICENSES

1. PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE PROJECT SITE, THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL POSSESS ALL APPLICABLE PERMITTING AND THE OWNER AND ENGINEER WILL BE GIVEN AT LEAST TWENTY-FOUR (24) HOURS NOTICE.

PROCEDURES / RESPONSIBILITIES

1. SLOPES, WHICH EXCEED EIGHT (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 THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE 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.
   - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   - 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 THE PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITEE MUST ADDRESS THE NECESSARY REPLACEMENT OR 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 SEDIMENT 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 OFFSITE 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. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURES AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C REG. 72-300 ET SEQ. AND SCR100000.
8. 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-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN NOT BE MAINTAINED BETWEEN THE DISTURBED AREAS AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
10. 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.
11. A COPY OF THE SWPPP, INSPECTION RECORDS, AND RAINFALL DATA MUST BE RETAINED A THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THE FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE BEEN PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL AND REPLACE WITHIN ALL GRASSED AND LANDSCAPED AREAS TO A MINIMUM DEPTH OF 6". IF ADDITIONAL TOPSOIL IS REQUIRED TO MEET THE SPECIFICATIONS, THE CONTRACTOR MUST PROVIDE FROM AN OFF-SITE SOURCE.
14. 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 THE PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ECT.)
16. 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; AND
   - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. 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 THE CONSTRUCTION SITE.
18. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS 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 PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AD REASONABLY POSSIBLE.
19. 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.

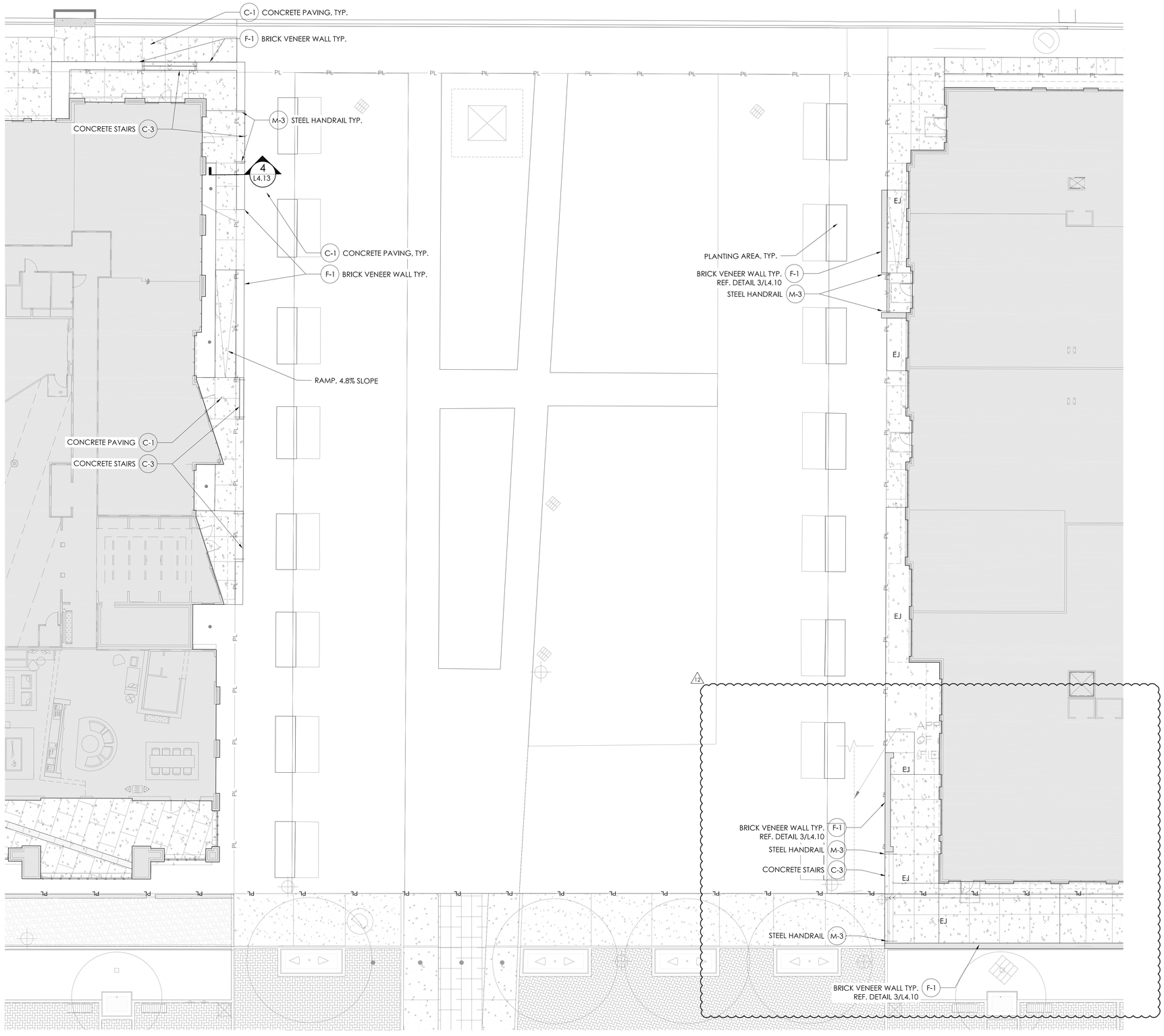
REFERENCES:

1. REFERENCE IS MADE TO A BOUNDARY SURVEY COMPLETED BY SURVEY ONE, LLC DATED JANUARY 24, 2011.
2. REFERENCE IS MADE TO A TOPOGRAPHIC SURVEY COMPLETED BY SURVEY ONE, LLC DATED MAY 4, 2015.

LEGEND

- PROPERTY PINS
- STORM DRAIN JUNCTION BOX
- STORM DRAIN INLET
- SANITARY SEWER MANHOLE
- BENCHMARK
- EXISTING SIGN
- EXISTING LIGHT POLE
- EXISTING CLEAN OUT
- EXISTING FIRE HYDRANT
- PROPERTY LINE
- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- EXISTING SANITARY SEWER LINE
- EXISTING WATER MAIN
- EXISTING STORM DRAINAGE LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING SANITARY SEWER EASEMENT
- EXISTING WATER MAIN EASEMENT
- EXISTING PAVEMENT
- EXISTING GRAVEL DRIVE
- EXISTING CONCRETE
- EXISTING BRICK WALKWAY

TMS# R09005-03-11 BEACH CANALSIDE LOFTS II, LLC
TMS# R09005-03-01 BEACH CANALSIDE LOFTS II, LLC
TMS# R09005-03-13 BEACH CANALSIDE LOFTS II, LLC
TMS# R09005-03-17 BEACH CANALSIDE SOLA, LLC
TMS# R09005-03-14 BEACH CANALSIDE LOFTS II, LLC
TMS# R09005-03-16 BEACH CANALSIDE LOFTS, LLC
TMS# R09005-03-07 BEACH CANALSIDE LOFTS, LLC
TMS# R09005-03-04 BEACH CANALSIDE, LLC
TMS# R09005-03-05 BEACH CANALSIDE, LLC
TMS# R09005-03-06 BEACH CANALSIDE, LLC
TMS# R09005-03-02 CITY OF COLUMBIA
TMS# R09005-03-12 BEACH CANALSIDE LOFTS, LLC
CANALSIDE STREET (PRIVATE 50' R/W)
IRWIN PARK DRIVE (PRIVATE 50' R/W)
LAKE STREET (SCDOT LOCS R/W)
COMMON AREA
Benchmark
Scribe "X"
Northing: 789035.67
Easting: 1984514.19
Elevation: 182.22'
Benchmark
Scribe "X"
Northing: 788896.36
Easting: 1984990.23
Elevation: 185.04'
EXISTING STORM DRAINAGE GRATE INLET RIM = 180.04
EXISTING STORM DRAINAGE GRATE INLET RIM = 180.35 18" RCP INV. IN = 169.25 18" RCP INV. IN = 172.85 24" RCP INV. OUT = 168.95
EXISTING STORM DRAINAGE GRATE INLET RIM = 179.83 18" RCP INV. IN = 174.68 18" RCP INV. OUT = 174.58
EXISTING STORM DRAINAGE GRATE INLET RIM = 180.89 18" RCP INV. IN = 173.69 18" RCP INV. OUT = 173.49
EXISTING SANITARY SEWER CLEAN OUT (TYP.)
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 171.36 18" RCP INV. IN = 171.16
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 184.22 18" RCP INV. IN = 172.52 18" RCP INV. IN = 172.47 18" RCP INV. OUT = 172.37
EXISTING TRANSFORMER
EXISTING SANITARY SEWER MANHOLE RIM = 182.86 BOTTOM BOX = 177.96
EXISTING STORM DRAINAGE GRATE INLET RIM = 172.77
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 180.07 18" RCP INV. IN = 174.87 18" RCP INV. OUT = 174.67
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 178.52 24" RCP INV. IN = 154.97 24" RCP INV. OUT = 154.82
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 180.70 18" RCP INV. IN = 173.45
EXISTING STORM DRAINAGE GRATE INLET RIM = 181.78 18" RCP INV. IN = 173.53 18" RCP INV. OUT = 173.48
EXISTING STORM DRAINAGE GRATE INLET RIM = 179.99 18" RCP INV. OUT = 176.99
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 183.67 24" RCP INV. IN = 174.02 24" RCP INV. IN = 173.97 24" RCP INV. OUT = 173.97
EXISTING SANITARY SEWER MANHOLE RIM = 183.82 8" PVC INV. IN = 176.32 8" PVC INV. IN = 176.32 8" PVC INV. OUT = 176.32
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 182.04 BOTTOM OF BOX = 176.34
EXISTING SANITARY SEWER MANHOLE RIM = 179.92
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 183.09 24" RCP INV. IN = 174.89 24" RCP INV. OUT = 174.79
EXISTING SANITARY SEWER MANHOLE RIM = 182.25 8" PVC INV. IN = 176.00 8" PVC INV. OUT = 175.85
EXISTING TRANSFORMER
EXISTING STORM DRAINAGE GRATE INLET RIM = 181.38 15" RCP INV. IN = 175.43 18" RCP INV. IN = 175.53 24" RCP INV. OUT = 175.33
EXISTING SANITARY SEWER MANHOLE RIM = 180.35 8" PVC INV. OUT = 176.15
EXISTING STORM DRAINAGE GRATE INLET RIM = 180.67 18" RCP INV. OUT = 176.02
LANDSCAPE TREE (TYP.)
DECORATIVE GRANITE ROCK (TYP.)
PILES OF DECORATIVE GRANITE ROCKS
S69°05'06"E 318.17'
N69°05'06"W 164.51'
N69°19'32"W 48.07'
S44°25'20"W 158.88'
N49°27'21"E 180.34'
N17°04'38"W 45.38'
N17°04'38"W 47.82'
N69°05'06"W 190.72'
N40°47'53"W 155.00'
S40°47'53"E 297.77'
N40°47'53"W 392.77'
S40°47'53"E 157.13'
S49°17'07"W 198.41'
N49°12'07"E 197.81'
N41°00'59"W 306.99'
N41°00'59"W 157.13'
N41°00'59"W 138.46'
N41°03'43"W 223.03'
S49°17'07"W 24.15'
N40°47'53"W 36.33'
N40°47'53"W 55.00'
N40°47'53"W 63.91'
S64°35'58"W 157.83'
S64°35'58"W 68.38'
S61°42'15"W 103.49'
S61°42'15"W 41.20'
N68°49'51"E 117.10'
S68°49'51"W 46.72'
S21°10'09"E 24.00'
N68°49'51"E 24.00'
S68°49'51"W 24.00'
N21°10'09"W 24.00'
S68°49'51"W 24.00'
N21°10'09"W 24.00'
S68°49'51"W 24.00'
N21°10'09"W



1 BUILDING 1 & 2 SITE PLAN

1"=10'

0 5 10 20 30

N

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NO.	Date	Issues/Revisions
3	01-18-17	ASI#2 DELTA#3
4	03-06-17	ASI#3 DELTA#4
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9	03-01-18	ASI#8 DELTA#9
10	04-04-18	ASI#9 DELTA#10
11	04-19-18	ASI#10 DELTA#11
RFI 151	05-15-18	RFI 151
12	05-23-18	ASI#11 DELTA#12

STAMP

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1342
05.23.2018
REGISTERED

PROJECT NAME

Sola Station

Columbia,
South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

DRAWING TITLE

BUILDINGS 1-2
SITE PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

L1.06

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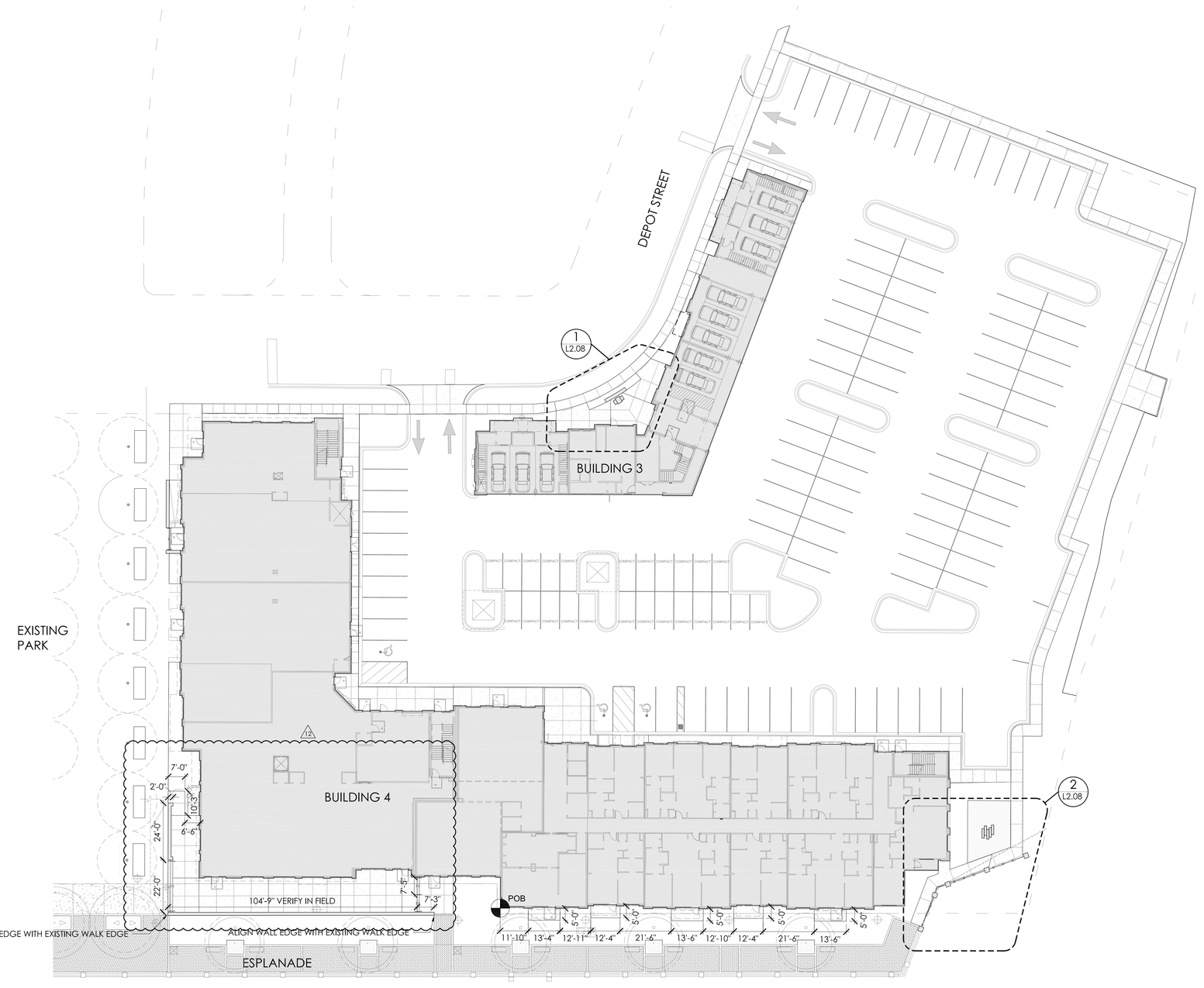

1 BUILDINGS 3 & 4 LAYOUT PLAN
1"=20'

0 10 20 40 60

NO.	Date	Issues/Revisions
3	01-18-17	ASI#2 DELTA#3
4	03-06-17	ASI#3 DELTA#4
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RFI 151	05-15-18	RFI 151
12	05-23-18	ASI#11 DELTA#12

STAMP

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1342
05.23.2018
HENRY R. GRAY III

PROJECT NAME

Sola Station

Columbia,
South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

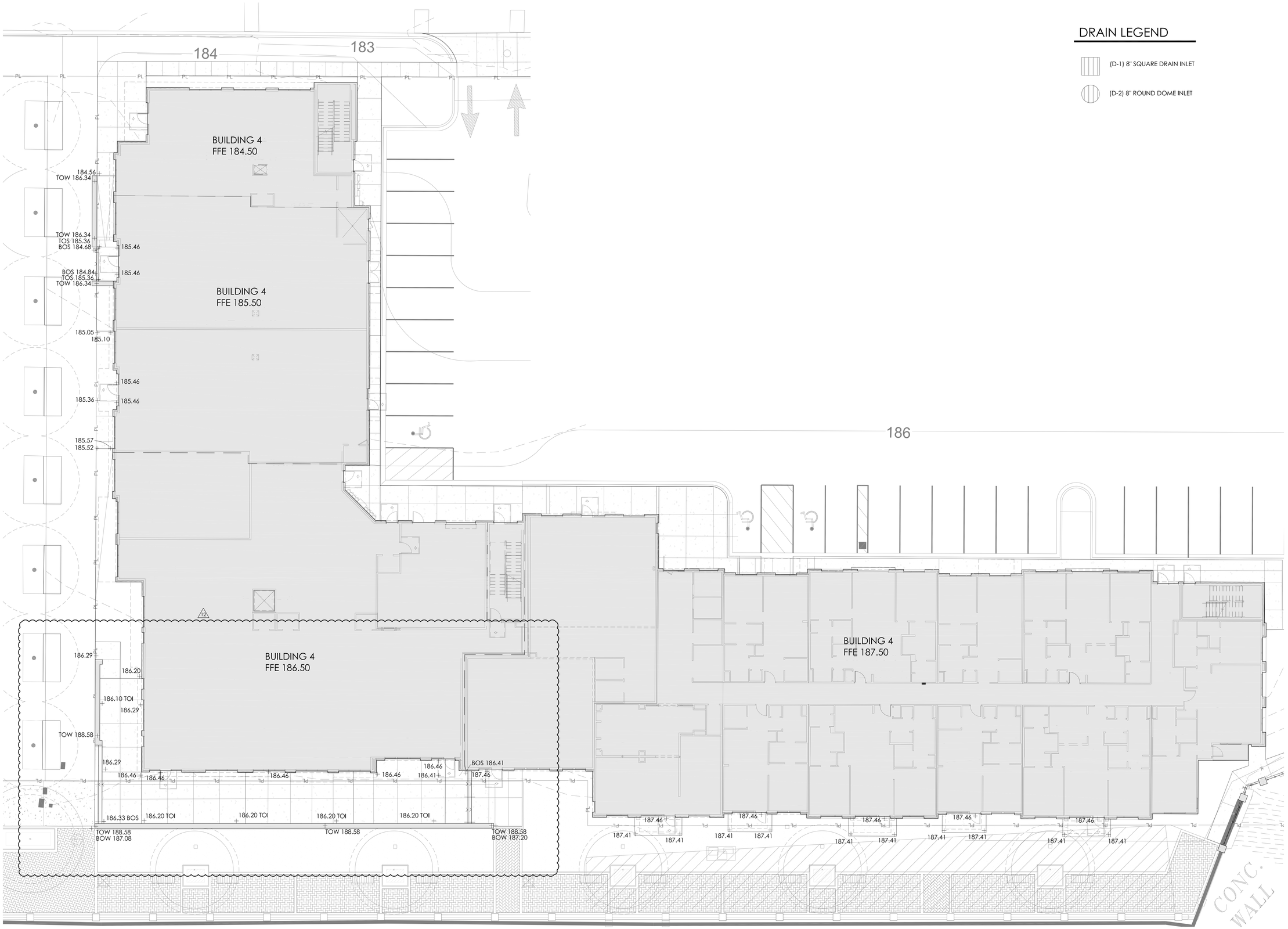
DRAWING TITLE

BUILDINGS 3-4
LAYOUT PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

L2.07



DRAIN LEGEND

(D-1) 8" SQUARE DRAIN INLET

(D-2) 8" ROUND DOME INLET

1 BUILDING 4 DRAINAGE PLAN

1"=10'

0 5 10 20 30

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10	04-04-18	ASI#9 DELTA#10
11	04-19-18	ASI#10 DELTA#11
Att 1.1	05-15-18	RFI 151
12	05-23-18	ASI#11 DELTA#12

STAMP

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1242
05.23.2018
RENEE G. JONES

PROJECT NAME

Sola Station

Columbia,
South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

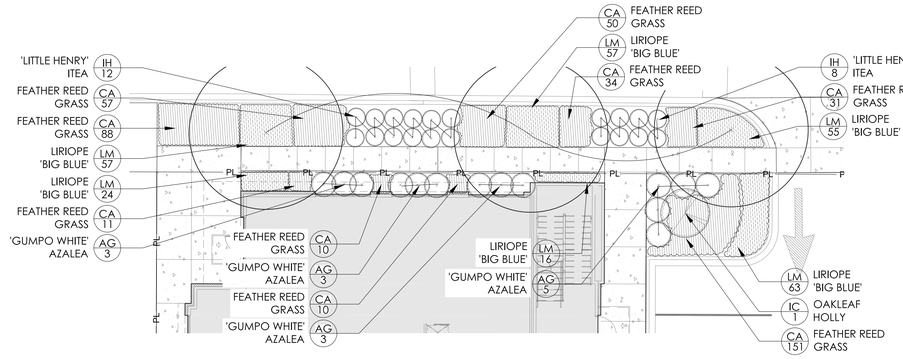
DRAWING TITLE

ENLARGEMENTS
DRAINAGE PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

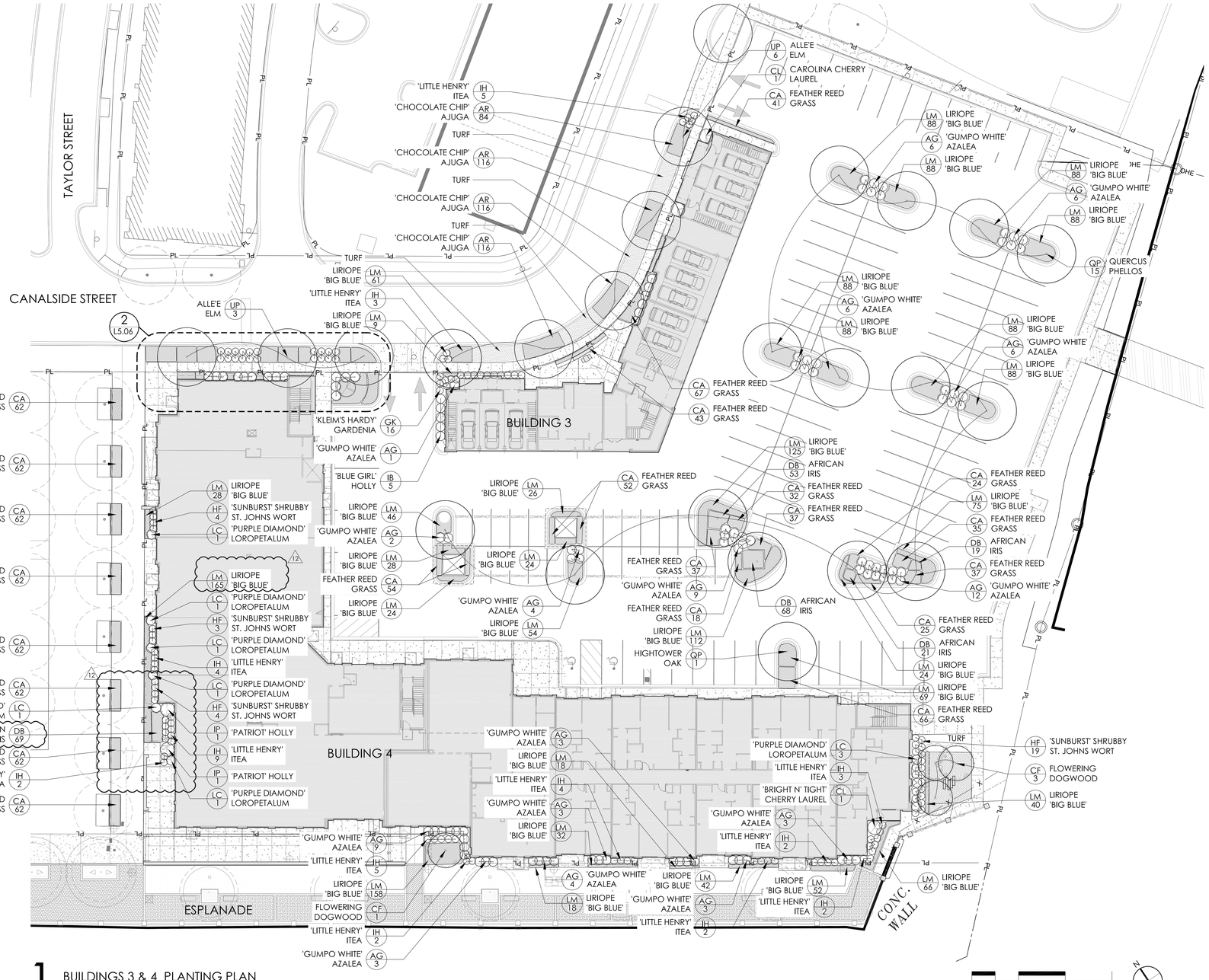
L3.08



2 BUILDING 4 STREETSCAPE ENLARGEMENT

1"=10'

0 5 10 20 30



1 BUILDINGS 3 & 4 PLANTING PLAN

1"=20'

0 10 20 40 60

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RFI 151	05-15-18	RFI 151
12	05-23-18	ASI#11 DELTA#12

STAMP

STATE OF SOUTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 1342 05.23.2018 REGISTERED

PROJECT NAME

Sola Station

Columbia, South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

DRAWING TITLE

BUILDINGS 3 & 4 PLANTING PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

L5.06

IRRIGATION LEGEND

EXTENT OF DESIGN BUILD IRRIGATION

IRRIGATION NOTES

1) SITE TO BE IRRIGATED BY AN AUTOMATED IRRIGATION SYSTEM DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR IN ACCORDANCE TO STATE LAW.

2) CONTRACTOR SHALL SUPPLY AND INSTALL ALL VALVES, HEADS, PIPE, CONTROLLING, WIRING, BACKFLOW PREVENTOR AND CONTROLLER FOR A TWO WIRE IRRIGATION SYSTEM.

3) COORDINATE LOCATION OF WATER SOURCE AND BACKFLOW PREVENTOR WITH GENERAL CONTRACTOR COORDINATE LOCATION OF CONTROLLER WITH OWNER.

4) INSTALL SYSTEM AS PER SPECS. REFERENCE SPECIFICATIONS FOR MEETING AND MATCHING EXISTING IRRIGATION SYSTEM.

5) CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING SITE UTILITIES PRIOR TO COMMENCING WITH WORK. CONTRACTOR RESPONSIBLE FOR DAMAGE CAUSED DURING CONSTRUCTION TO ANY SITE UTILITIES AND SITE FEATURES.

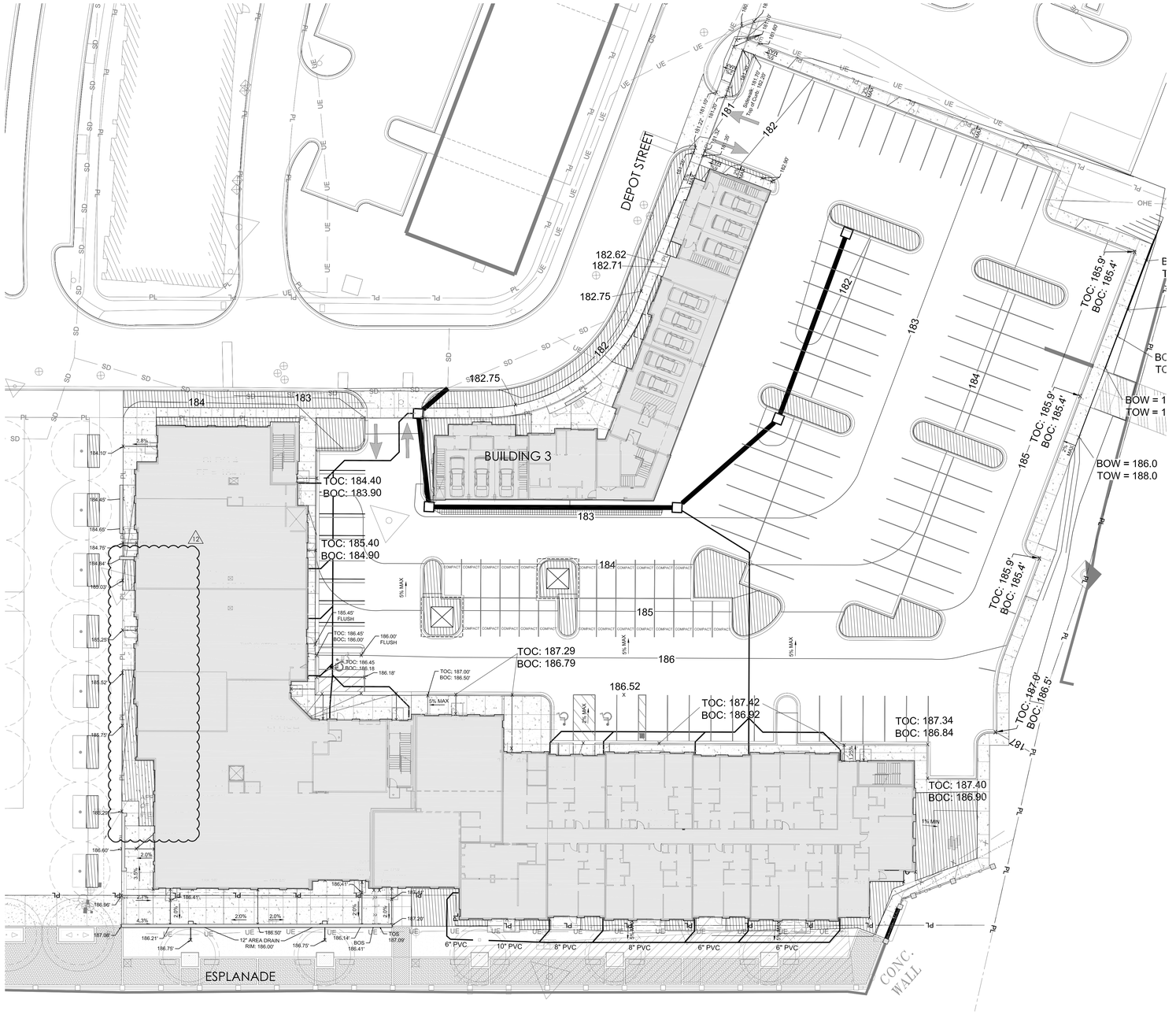
6) FOR ALL PIPE PENETRATIONS REFER TO ARCHITECTS PLANS.

7) PREPARE IRRIGATION DESIGN PLANS FOR SUBMITTAL TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO BEGINNING ANY IRRIGATION WORK.

NOTE:

HOSE BIBS TO BE PROVIDED AROUND THE PERIMETER OF THE WATER PARK PROPER, ON THE ADULT TERRACE, AND DINNING TERRACE AT 100' ON CENTER, TYP.

PROVIDE SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO START OF CONSTRUCTION



1 BUILDINGS 3 - 4 IRRIGATION PLAN

1"=20'

0 10 20 40 60

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Am 151	05-15-18	RFI 151
12	05-23-18	ASI#11 DELTA#12

STAMP

STATE OF SOUTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 1342 05.23.2018 RENE G. JONES

PROJECT NAME

Sola Station

Columbia, South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

DRAWING TITLE

BUILDINGS 3-4 IRRIGATION PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

L6.05

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

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.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: 04/11/19 Property Owner: Sola Station, LLC

Business Name/Applicant's Name if different than owner: _____

Contact Information: Telephone Number: 843.277.3052 Fax Number: 843.722.6448

Mailing address: 211 King St., Suite 300, Charleston, SC 29401 E-mail address: NMILLER@THEBEACHCOMPANY.COM

Business Name/Development Name for Encroachment: Canalside

Encroachment type: ___Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System ___ Landscaping ____ Driveway ____ Pavers ____ Sidewalk/Walkway
Planters Awning Underground Utilities Other: Signage

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) 24'(h)x 47'(l) x 2' (w) Community Signage

Construction material: Steel

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

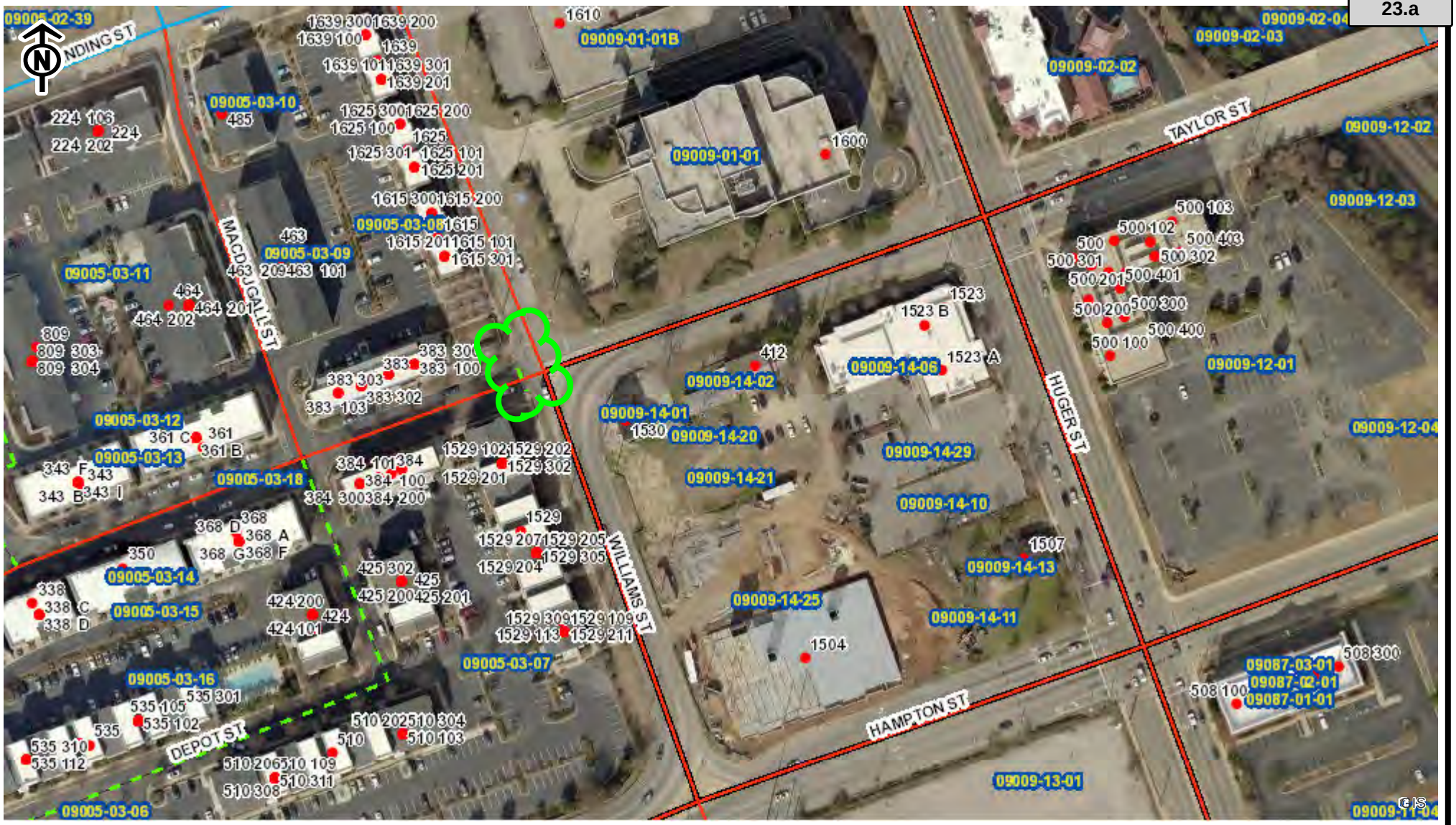
I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title:
Date:

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

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

LR: 1/2017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HUGER ST
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TAYLOR ST
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09009-12-04
HAMPTON ST
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508 100
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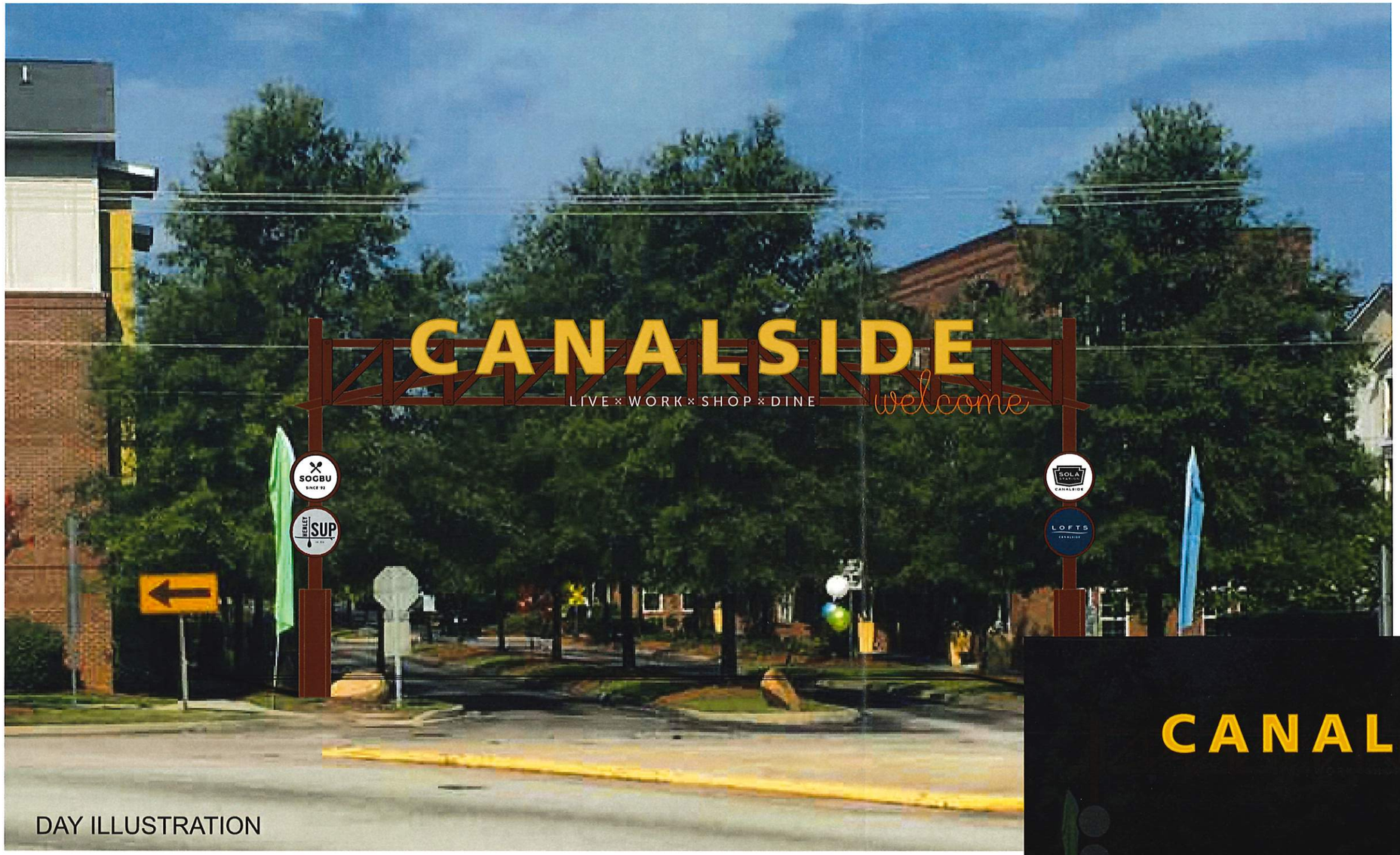
09087-01-01
09009-11-04

Canalside Signage
City of Columbia
We Are Columbia
This map was prepared using the City GIS Viewer:
City of Columbia - GIS Division
Wednesday, April 25, 2018
Address Point
Tax Parcel Labels
Street Ownership
City of Columbia
State
County
Federal
Private
University of South Carolina
Working
Street Centerline
Interstates
Major Streets
Streets
Red: Band_1
Green: Band_2
Blue: Band_3
0 100 200 400
Feet
CITY OF COLUMBIA
GIS DATA DISCLAIMER:
The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others.
It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk

SOLA STATION
CANALSIDE



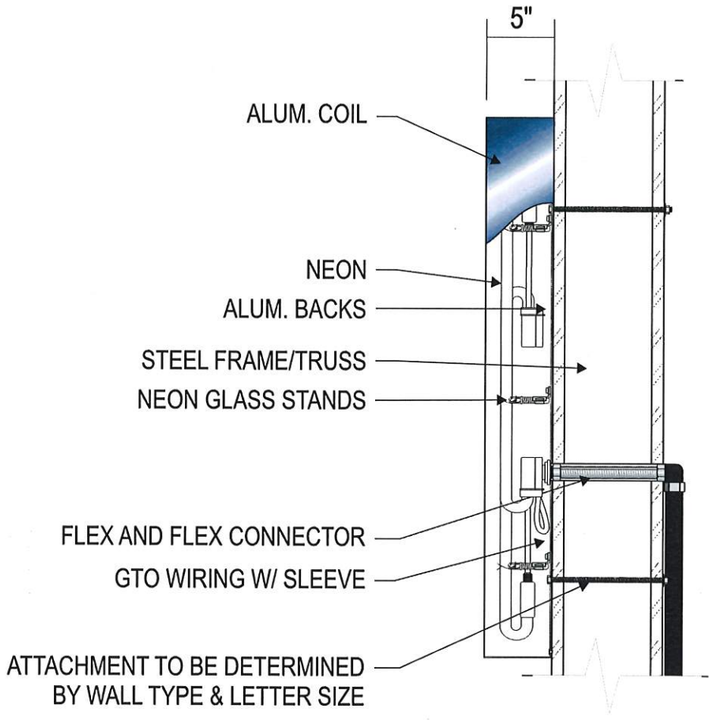
DAY ILLUSTRATION

NIGHT ILLUSTRATION

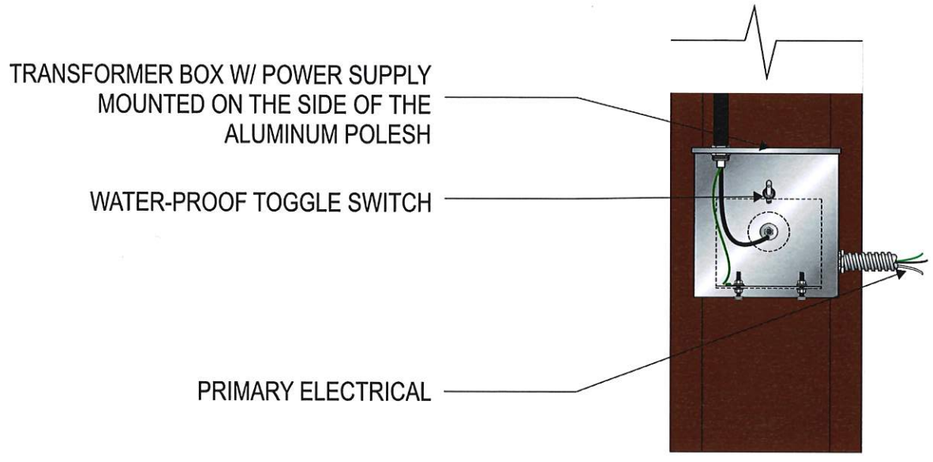
DIMENSIONAL SQUARE TUBE BURR STYLE TRUSS FINISHED TO MATCH CORTEN STEEL. 5" DEEP ILLUMINATED CHANNEL LETTERS FLUSH MOUNTED TO TRUSS. CHANNEL LETTER RETURN PAINTED TO MATCH BRAND YELLOW.

626B Main Street, Suite 202 | Nashville, TN 37206 | 615-479-4754 | www.tollesonmccoy.com

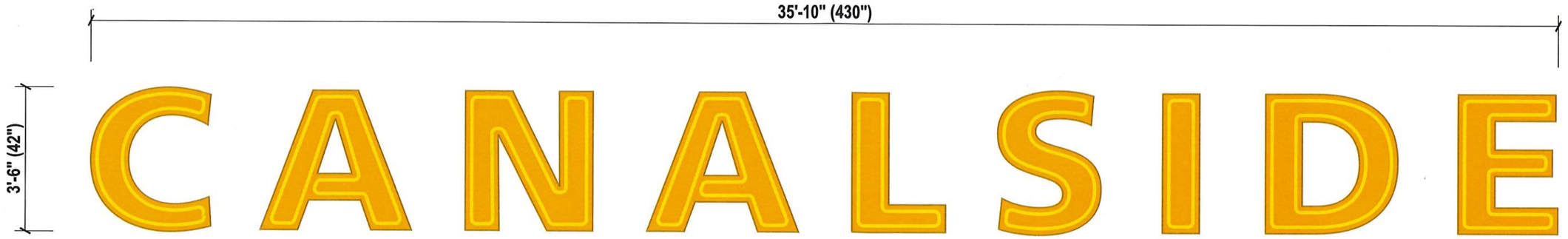
TOLLESON MCCOY



B.1 SECTION DETAIL @ CHANNEL LETTERS:
SCALE: NTS

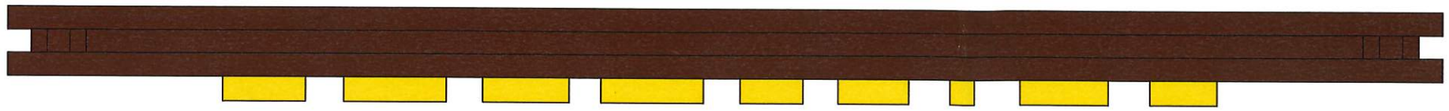


B.3 SECTION DETAIL @ CHANNEL LETTERS:
SCALE: NTS

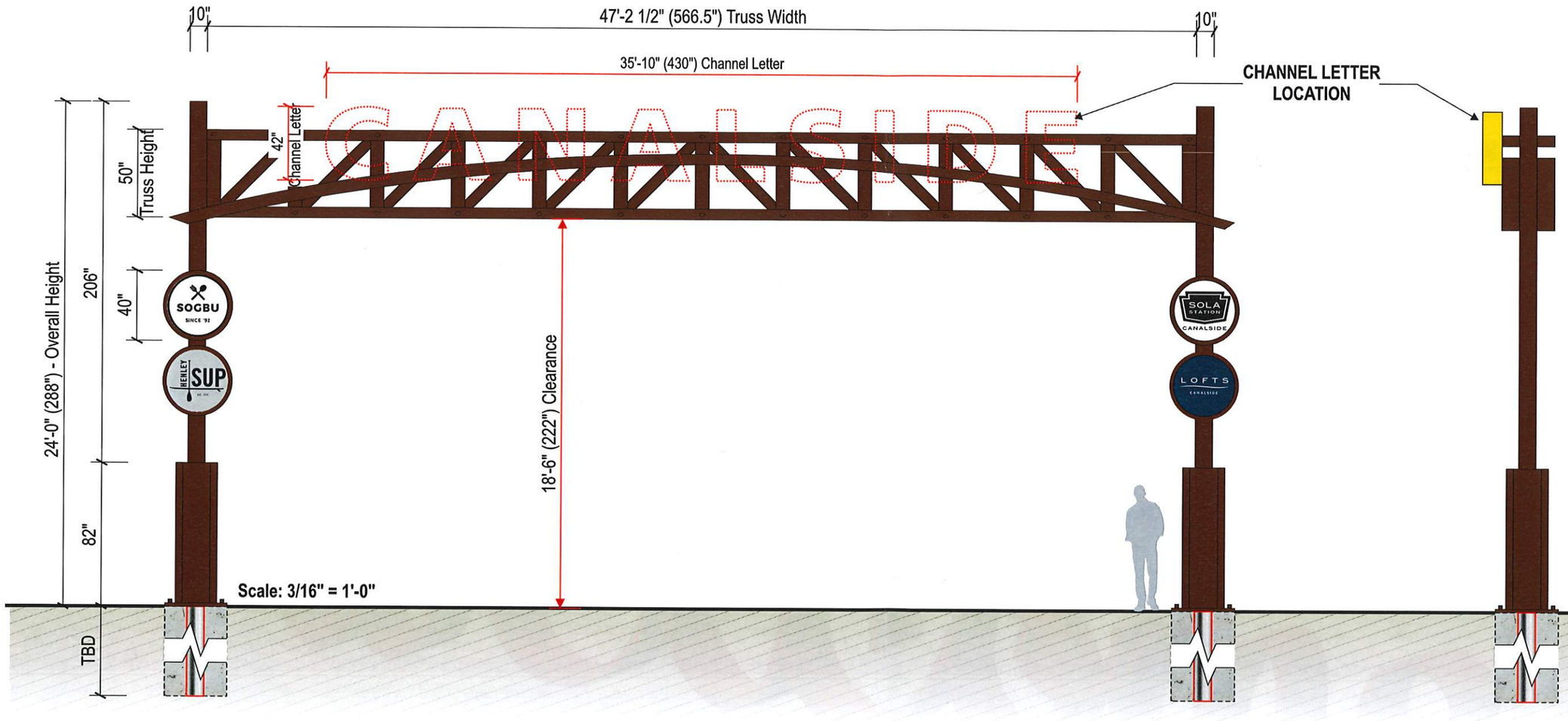


B.3 OPEN FACE CHANNEL LETTER W/ NEON
SCALE: 3/8" = 1'-0"

5" DEEP OPEN FACED CHANNEL LETTER WITH EXPOSED NEON TUBE.
LETTERS FLUSH MOUNTED TO TRUSS. RETURNS PAINTED TO MATCH BRAND YELLOW.



E.1 TOP VIEW
SCALE: 3/16" = 1'-0"



E.2 OVER STREET DEVELOPMENT IDENTIFICATION (ENTRANCE VIEW) - OPTION E.2
FAUX ALUMINUM I BEAMS LEGS FINISHED TO MATCH CORTEN STEEL.
DOUBLE FACED STRUCTURE.

E.3 RIGHT SIDE VEW
SCALE: 3/16" = 1'-0"

K.1 TOP VIEW
SCALE: 3/4" = 1'-0"

TENANT BACK PLATES ARE 1/4" GAUGE 40" x 40" ALUMINUM DISCS. PAINTED TO MATCH FAUX CORTEN STEEL.

TENANT DISC FACE PLATES ARE 1/4" GAUGE 38" x 38" ALUMINUM DISCS. FACE PLATES ARE REMOVABLE, ADHERED TO BACK PLATE BY WELDED THREAD & SECURITY NUT

TENANT LOGOS WILL BE APPLIED VINYL FOR EASY CHANGE. COULD LIST UP TO SIX.

INCLUDE QTY 2 EXTRA BLANK DISCS.

EXAMPLE TENANT LOGOS - FINAL COPY TO BE PROVIDED BY OTHERS.

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-060 - Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** Centennial Plaza Memo (PDF)
- #b: 2018-060 t-fer Parcel A 0.02 acre to Santee Saluda LLC (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

We Are Columbia

TO: TERESA WILSON, CITY MANAGER

FROM: MELISSA GENTRY, PE, ASSISTANT CITY MANAGER

SUBJECT: CENTENNIAL PLAZA RELATED PROPERTY TRANSACTION / COUNCIL ACTION ITEMS

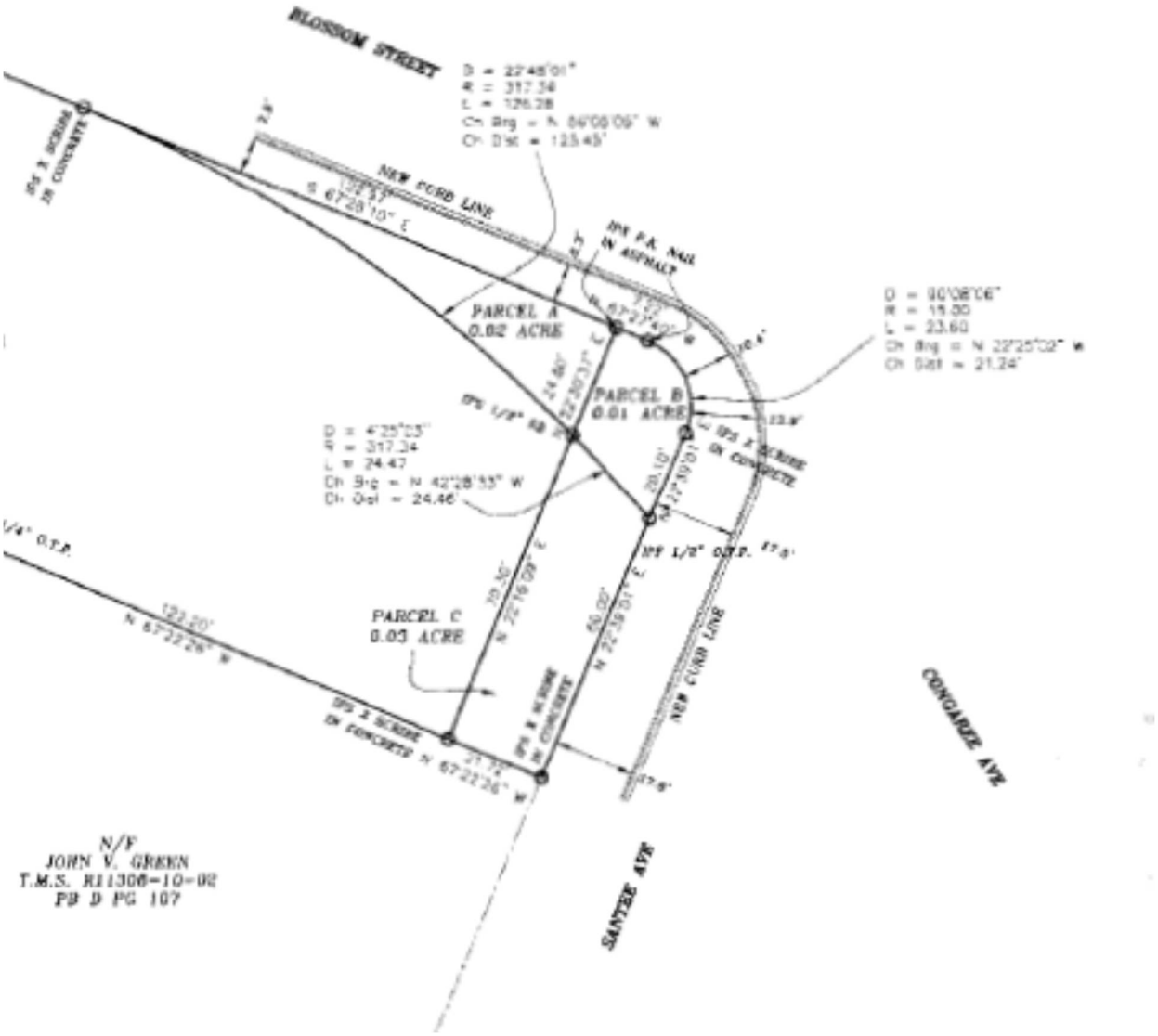
DATE: 9/13/2018

Several years back, the Five Points Association undertook an initiative to create Centennial Plaza in recognition of their 100-year anniversary. In doing so, they reached out to the City and State to gain support of the plan and to discuss the need for property swaps that would allow the most effective design of the plaza based on the layout of the green space available at the corner of Blossom St and Santee Ave instead of limiting the footprint of the plaza to property within the right of way. Upon confirmation by all of the property owners involved, the plaza design and construction proceeded forward in order to meet the schedule for the Veteran's Day celebration and unveiling of the statue honoring Col Jack Van Loan.

The project moved forward with an understanding the property transactions would occur in a manner that would result in the plaza being on City owned property once all property transactions were complete. The table below along with the plat that follows provides a clear process by which the property transactions need to occur in order to accomplish that goal.

Parcel	Current Owner	Future Owner	Process Involved in Transfer	Target Date for Council Action
A	SCDOT	Santee Saluda LLC	Resolution (one reading) for City to accept deed from SCDOT, Ordinance (two readings) for City to transfer deed to Santee Saluda LLC	• Resolution 9/18 • Ordinance First Reading 9/18 • Ordinance Second Reading 10/2
B	SCDOT	City	Resolution (one reading) for City to accept deed from SCDOT	• Resolution 9/18
C	Santee	City	Resolution (one reading) for City to accept deed from Santee Saluda LLC	• Resolution 10/2

We Are Columbia



LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-060

Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2018, that the City Manager is authorized to execute a Contract of Sale, deed and any other documents necessary and approved by the City Attorney to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC in exchange for the transfer of Parcel C (containing 0.03 acres) located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 from Santee Saluda, LLC to the City of Columbia.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/5/2018
18002115

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the Quit Claim Deed from the City of Columbia, South Carolina as Grantor to Saluda Santee, LLC as Grantee this ___ day of _____, 20__.

_____ SC Bar No.: _____

STATE OF SOUTH CAROLINA	)	TITLE TO REAL ESTATE
	)	QUIT-CLAIM DEED
COUNTY OF RICHLAND	)	(Ordinance No.: 2018-060)

Know All Men by These Presents, that the CITY OF COLUMBIA (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of One ($1.00) Dollar and the swap of properties between the Grantor and Grantee, **Saluda Santee, LLC** (hereinafter whether singular or plural the "Grantee"), the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto:

Saluda Santee, LLC, its successors and assigns:

All those certain pieces, parcels or tracts of land, situate, lying and being in the State of South Carolina, County of Richland, in the city of Columbia, located on the southern side of Blossom Street (S40-198) near its intersection with Santee Avenue, containing a total of approximately 0.02 of an acre of land and described as follows, to-wit:

Parcel A (containing 0.02 of an acre) beginning at an iron pin on the common boundary of the southwestern right-of-way of Blossom Street, the northeastern property line of Parcel D (portion of Richland County TMS#R11308-10-01), and the northeastern property line of the subject parcel at a point one hundred twenty-two and ninety-seven hundredths (122.97) feet northwest of the northeastern property corner of the subject parcel; thence extending therefrom S67°29'10"E along the common boundary of the southwestern right-of-way of Blossom Street and the northeastern property line of the subject parcel, for a distance of one hundred twenty-two and ninety-seven hundredths (122.97) feet to an iron pin on the northeastern property corner of the subject parcel; thence extending therefrom S22°30'37"W along the common boundary of the southeastern property line of the subject parcel and the northwestern property line of Parcel B; thence extending therefrom N56°05'05"W in a curvilinear arc, for a chord distance of one hundred twenty-five and forty-five hundredths (125.45) feet to the point of beginning.

Be all measurements a little more or less.

Being more clearly shown and delineated on a plat of Subdivision Survey of Parcels A, B and C at the intersection of Blossom Street and Santee Avenue, dated August 23, 2016, last revised February 12, 2018, prepared for KZ Blossom Street Associates, LLC by Survey One, LLC, Russell S. Owens, S.C. R.L.S. #19404, and recorded in Plat Book ____ at Page ____ in the office of the Register of Deeds for Richland County; also being on file in the Office of the City of Columbia, Department of Engineering under file reference #251-114. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

This conveyance is made subject to any and all utilities located thereon, ordinances, conditions, covenants, reservations, easements, rights-of-way, restrictions, encroachments, surveys and plats of the subject property, including but not limited to the plat referred to herein, or any other matters of record which affect the subject property, as well as any violation of the same and such matters as would be disclosed by an inspection and accurate survey of the property.

DERIVATION: Being a portion of Blossom Street right-of-way comprising Parcels A and B and conveyed to the City of Columbia by the South Carolina Department of Transportation by deed dated May 21, 2018 and recorded on _____/_____/ 2018 in Record Book R_____, at Page ____ .

TAX MAP NUMBER: 11308-10; Located Adjacent to Richland County TMS#R11308-10-01

PREPARED BY: City of Columbia - Real Estate Division

GRANTEE'S ADDRESS: Saluda Santee, LLC
c/o TD Canada Trust
380 Wellington Street, Tower B 12th Fl.
London, Ontario Canada N6A 4S4

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns forever, the subject property and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor.

WITNESS the hand and seal of the Grantor by the undersigned this ___ day of _____, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

CITY OF COLUMBIA

By: _____
Name: **Teresa B. Wilson**
Title: **City Manager**

APPROVED AS TO FORM

Legal Department City of Columbia, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Teresa B. Wilson, City Manager of the City of Columbia, Columbia, South Carolina on behalf of the within-named Grantor.

_____
Notary Public for South Carolina
My Commission Expires: _____

GN; CF#251-114

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred is located at **Parcel A containing 0.02 of an acre of land, adjacent to R11308-10-01, Columbia, SC 29205 in Richland County,** being identified as **Richland** County Tax Map Number **11308-10**, was transferred by the **City of Columbia** to **Saluda Santee, LLC** on _____, 2018.

3. Check one of the following: The deed is

__ exempt from the deed recording fee because property transferred to _____ (Exemption No. 2).

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit.):

X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **$0 (property swap of equal value)**.

5. Check Yes ___ or No **X** to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $0
(b) Place the amount listed in item 5 above here: $0
(If no amount is listed, place a zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: $0

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $0.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____.

I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand ($1,000.00) Dollars or imprisoned not more than one year, or both.

_____
RESPONSIBLE PERSON CONNECTED WITH THIS TRANSACTION

_____
(Print or Type Name Here)

SWORN to before me this _____ day of _____, 2018.

_____
Notary Public for South Carolina
My Commission Expires: _____

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157,160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road TMS# 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19**

PURPOSE: **Ordinance No.: 2018-050 - Annexing and incorporating 441ots in the Garden Springs Neighborhood into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 1 7, 2015**

Council District: 4

Proposal: Request to annex and to assign land use classification of Urban Edge Residential-Small Lot (UER-1), and assign zoning of Single Family Residential District (RS-1B). The properties are currently classified as Neighborhood (Medium Density) and zoned Residential Single Family Low Density (RS-LD) by Richland County.

Applicant: Multiple Petitioners

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (6-0)

First reading was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0001_GardenSprings (PDF)

- #b: 2018-050 annex-incorporate 44 lots in Garden Springs (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

CITY COUNCIL

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road

TMS# 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19

Council District:	4
Proposal:	Request to annex and to assign land use classification of Urban Edge Residential-Small Lot (UER-1), and assign zoning of Single Family Residential District (RS-1B). The properties are currently classified as Neighborhood (Medium Density) and zoned Residential Single Family Low Density (RS-LD) by Richland County.
Applicant:	Multiple Petitioners
Staff Recommendation:	Approval
PC Recommendation:	08/06/2018; Approval (6-0)
Public Hearing & 1st Reading:	09/18/2018; Pending
2nd Reading:	10/02/2018; Pending

CURRENT CHARACTERISTICS AND CONDITIONS

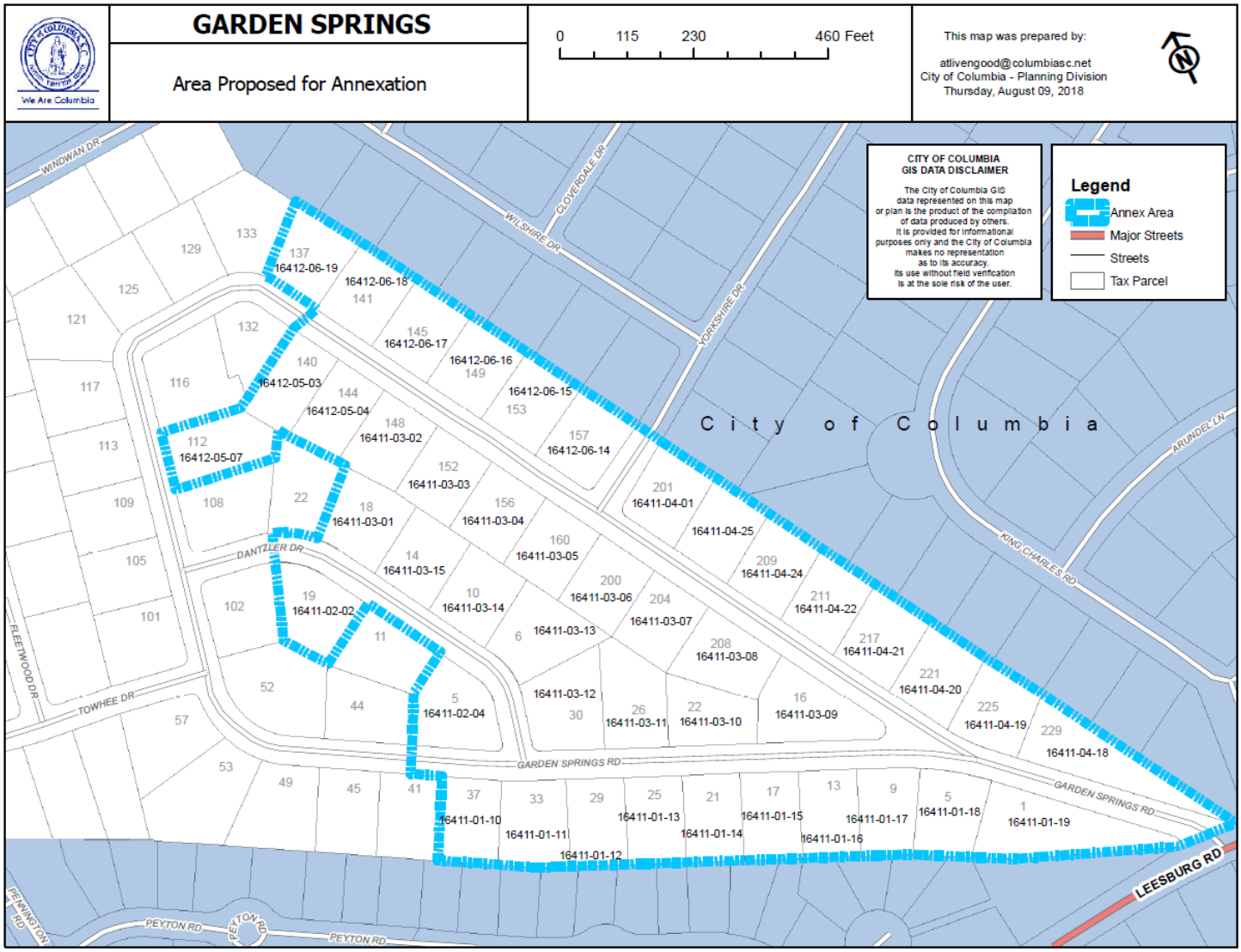
Acreage: ± 20.6 acres
Current Use: Single-family residential subdivision
Proposed Use: Single-family residential subdivision
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use Classification: Neighborhood (Medium Density)
Proposed Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Richland County Zoning: Residential Single Family Low Density (RS-LD)
Proposed Zoning: Single-Family Residential District (RS-1B)
Census Tract: 116.03

ANNEXATION AREA

44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road.

Property Description: All those certain pieces, parcels or lots of land, situate, lying and being contiguous and adjacent to the City limits of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 'Block A', lots 1, 2, 3, 4, 5, 6, 7, and 8; 'Block B', lots 1, 2, 3, 4, 5, and 6; 'Block C', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 16, 17, 18, 19, 20, 21, and 22; 'Block D', lots 1 and 3; 'Block E', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; on a Plat of Garden Springs, prepared by McMillan Engineering Company, dated April 18, 1963, recorded in the Office of the Register of Deeds for Richland County in Book T, Page 185, and having such boundaries and measurements as are shown on said plat, all measurements being a little more or less.

The properties are designated as follows on the Richland County Tax Maps: Sheet 16411: block 01, lots 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; block 02, lots 02 and 04; block 03, lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, and 15; block 04, lots 01, 18, 19, 20, 21, 22, 23, 24, and 25; Sheet 16412: block 05, lots 03, 04, and 07; block 06, lots 14, 15, 16, 17, 18, and 19. Also included in the territory hereby annexed are all contiguous portions of all public rights of way, including portions of the streets Garden Springs Road and Dantzler Drive.



BACKGROUND

This petition requests annexation of 44 properties within the Garden Springs neighborhood, located off of Leesburg Road near Interstate 77 in the southeast Columbia area.

This annexation request is different than most requests City Council has reviewed in the last 18 years, in that it is a group petition for annexation by way of the 75% freeholder petition and ordinance method of annexation. State law provides that an area may annex into the City if 75% of the freeholders owning 75% of the assessed value sign a petition requesting annexation, and Council enacts an ordinance declaring the area annexed.

In the spring of 2017, the neighborhood president contacted the City of Columbia to inquire about annexation and the extension of sewer service, and a community meeting was held to gauge interest in annexation. On February 22 of this year, another community meeting was held to initiate the petition and collect the first signatures. The 53rd signature was collected on August 6, 2018. The petition has been signed by 53 of 65 freeholders (82%), owning $187,154 of the $240,279 in assessed value (78%) of the area proposed for annexation, exceeding the 75% threshold.

The Garden Springs subdivision was created in 1963, prior to being adjacent to the City limits. Saint Mark's Wood and Yorkshire subdivisions (to the east) and the Pennington Acres subdivision (to the north-west) were likewise platted in the early 1960's. Saint Mark's Wood was annexed into the City of Columbia in 1988, and Yorkshire was annexed in 1992. The Pennington Place subdivision to the southwest was and annexed in 2004 and platted around the same time.

DETERMINATION FOR CITY SERVICES

The following services for the area will be assumed or provided by the City immediately upon enactment of the ordinance of annexation: police; fire; solid waste collection and disposal; recycling; recreation; water; inspections; and all other services currently provided to City residents, with the exception of sewer service for those properties not already served. A Capital Improvement Project (CIP SS7447) is underway to provide sewer service to those not already served, with an estimated completion by the end of 2020. See additional notes under the heading of *Utilities: Sanitary Sewer* below.

The following determination is an estimate of the benefits and costs associated with the annexation of the subject properties.

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD **approximately $8,500** annually for the 43 homes in this annexation area, based upon current calls for service within nearby residential areas. This community would be within the Columbia Police Department's South Region.

Fire
The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2. The nearest Fire Station, Station # 8, is located at 933 Atlas Road.

Solid Waste
The cost associated with solid waste service is **$187.00** annually per household. Currently, City solid waste must travel through Garden Springs on the way to serving adjacent neighborhoods.

Streets
Garden Springs Road and Yorkshire Drive are state-owned roads. Dantzler Drive is currently a county-owned road and the ±612 feet of Dantzler Drive within the area proposed for annexation would become the responsibility of the City of Columbia. There are no stormdrains in this road. The Streets Division has assessed the condition of Dantzler Drive as "poor", with an approximate cost to mill and resurface Dantzler Drive of **$146,000**. The timeframe for this resurfacing is approximately 10 years.

Utilities: Water is available to all subject properties and within the neighborhood in general.

Utilities: Sanitary Sewer is currently only available to approximately 14 properties within the neighborhood, including properties not within the area of annexation. A Capital Improvement Project (CIP SS7447) has been initiated to extend sewer to the properties not currently served at a budgeted cost of approximately **$1.5 million.** This CIP project consists of the construction of approximately 6,000 linear feet of 8-inch gravity sewer. This CIP would provide sewer availability to approximately 33 properties within the area of annexation, and 50 properties within the larger *donut hole*, all of which are potential new customers.

The estimated timetable for provision of sewer service (CIP SS7447) for those properties not already served is: design completion in fiscal year 2018/2019; construction funded in fiscal year 2019-2020; and anticipated completion by the end of calendar year 2020. The ability to obtain necessary easements or unforeseen design challenges may affect the projected completion date. Per §23-148 and §23-152 of the Code of Ordinances of the City of Columbia, the sewer tapping fee for a single family residence is currently $1,300 plus a $2,640 sewer plant expansion fee per tap for a total of $3,940. For properties within this area proposed for annexation, these current sewer tapping and sewer plant expansion fees shall remain unchanged for a period of 365 days following the issuance of a Permit To Operate (PTO) for the proposed new sewer service (CIP SS7447).

Utilities: Stormwater – Garden Springs Road is a SCDOT maintained road, and there are no stormdrains in Dantzler Drive. Additional existing storm drain infrastructure the City would maintain is expected to be minimal.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the properties. The proposed sewer construction would create new sewer customers and thus new revenue.

Parks and Recreation

Three City Parks—Hampton Park, Woodland Park, and Southeast Park and Tennis Center—are within a mile radius of the neighborhood.

Planning & Development Services

This property is within a "Donut Hole" surrounded by the City of Columbia and we recommend annexation of these 44 properties. The City property tax revenue generated after annexation will be approximately **$23,000 per year** based upon the current assessed value of the properties.

* Estimated City Tax Revenue is based on 2017 tax data and millage for real property and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Estimated Local Option Sales Tax Credit (.002347)). There is no proposed City of Columbia millage increase for the 2018 Tax Year.

The taxes and fees currently required for these services are 98.1 mills of ad valorem tax on real and personal property less a local option sales tax credit; water, sewer, and stormwater service charges at in-city rates; 5% SCE&G and 5% cable franchise fees; and, if applicable, 1% local option sales tax, 2% hospitality tax, 3% tourism development fee, and business licensing fees.

Per §23-148 and §23-152 of the Code of Ordinances of the City of Columbia, the sewer tapping fee for a single family residence is currently $1,300 plus a $2,640 sewer plant expansion fee per tap for a total of $3,940. For properties within this area proposed for annexation, these current sewer tapping and sewer plant expansion fees shall remain unchanged for a period of 365 days following the issuance of a Permit To Operate (PTO) for the proposed new sewer service (CIP SS7447).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential - Small Lot (UER-1); the property is currently classified as Neighborhood Medium Density by Richland County.

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

Primary Types:

- Single-family Detached

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcels are currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single-Family Residential District (RS-1) to the East and South, Planned Unit Development-Residential District (PUD-R) to the West and Single-Family Residential District (RS-1B) to the North. Surrounding parcels in unincorporated Richland County are zoned RS-LD to the North and West.

The proposed City of Columbia zoning district is Single-Family Residential District (RS-1B).

Single-Family Residential District (RS-1B)

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

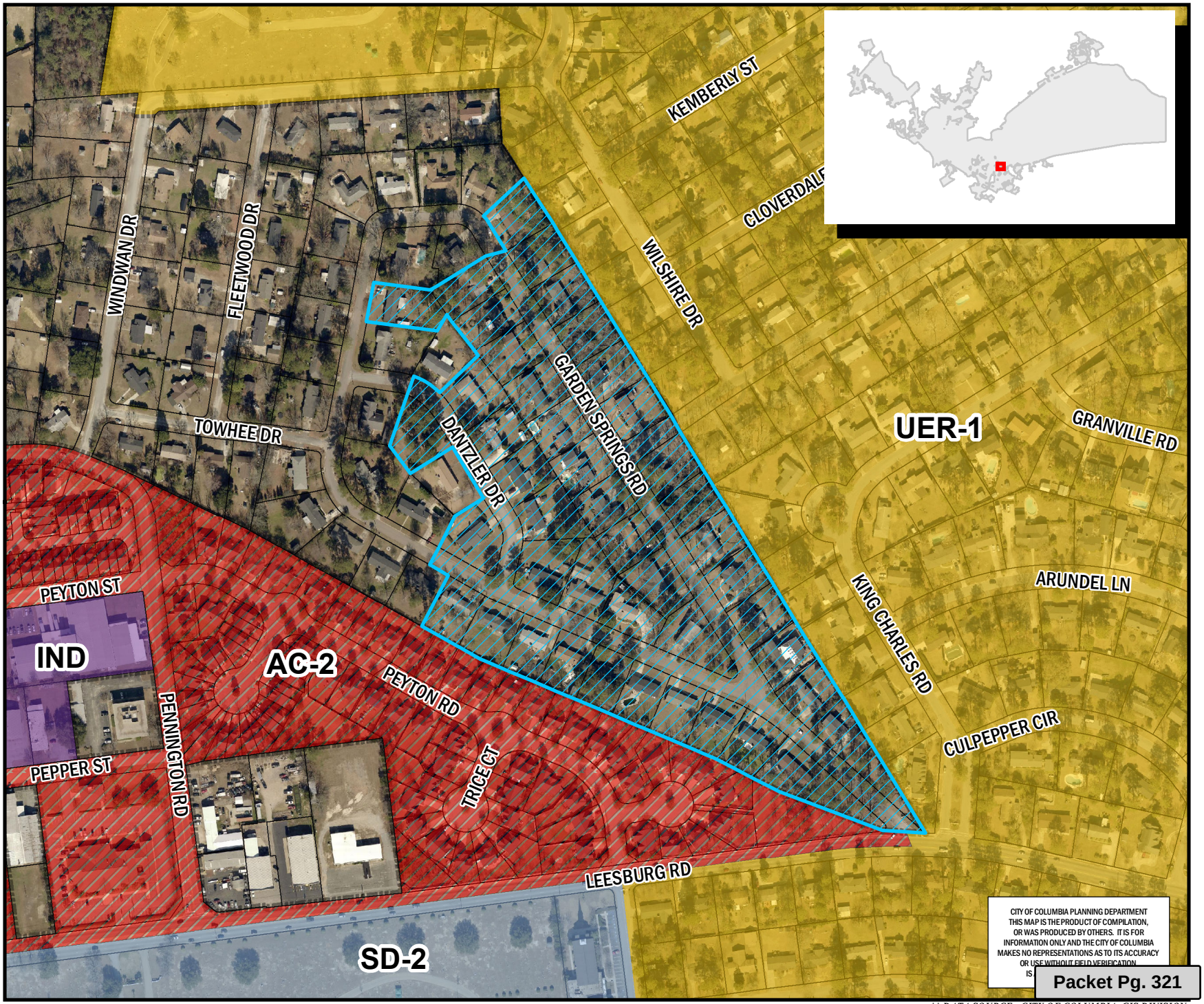
STAFF RECOMMENDATION

Staff recommends City Council annex the property, and assign a land use classification of Urban Edge Residential Small Lot (UER-1) at the time of annexation and assign zoning of Single-Family Residential District (RS-1B) at the time of annexation.

Future Land Use Map

5, 6, 10, 14, 18 and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225 and 229 Garden Springs Road;
Existing Richland Co. FLU: Nieghborhood (Medium Density); Proposed FLU: UER-1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2018

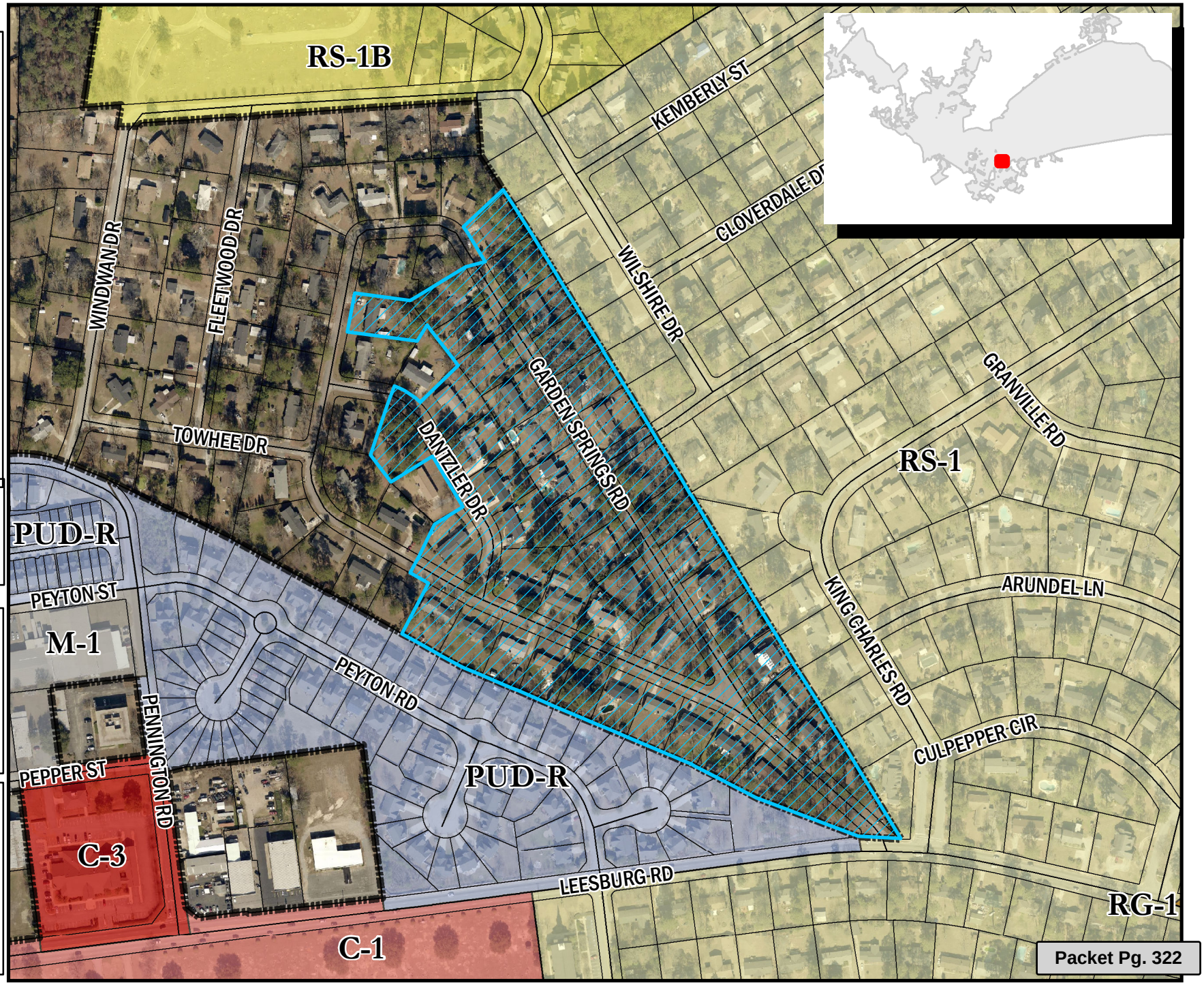
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

Department of Planning & Development Services

5, 6, 10, 14, 18 and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225 and 229 Garden Springs Road;
Existing Richland Co. Zoning: RS-LD; Proposed Zoning: RS-1B



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 17, 2018

DISCLAIMER:
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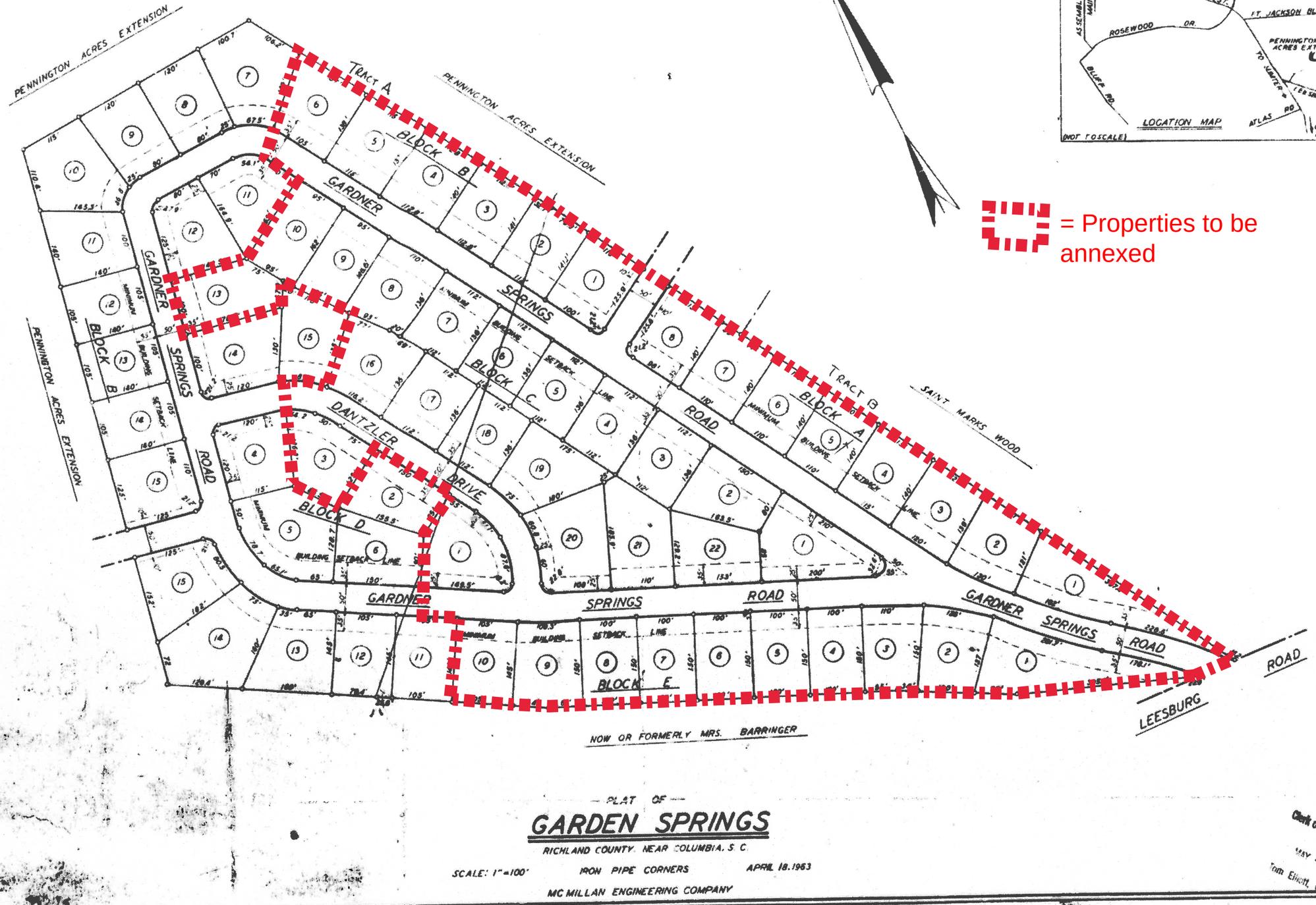
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Exhibit "A"


PENNINGTON ACRES EXTENSION
TRACT A
BLOCK B
GARDNER
SPRINGS
BLOCK C
BLOCK A
TRACT B
SAINT MARKS WOOD
ROAD
DANTZLER
DRIVE
BLOCK D
BLOCK E
GARDNER SPRINGS ROAD
LEESBURG ROAD
NOW OR FORMERLY MRS. BARRINGER
= Properties to be annexed
LOCATION MAP
(NOT TO SCALE)
SUBJECT PROPERTY
PLAT OF
GARDEN SPRINGS
RICHLAND COUNTY, NEAR COLUMBIA, S. C.
SCALE: 1" = 100'
IRON PIPE CORNERS
APRIL 18, 1963
MC MILLAN ENGINEERING COMPANY
MAY 16 11 22 AM '63
Clerk of Court Fee Paid
$1.00

LEGAL DEPARTMENT DRAFT

ORDINANCE NO. 2018-050

Annexing and incorporating 44 lots in the Garden Springs Neighborhood into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

WHEREAS, a proper petition has been filed with the City Council by at least seventy-five (75%) per cent of the freeholders owning at least seventy-five (75%) per cent of the assessed value of the contiguous properties within described, under the provisions of South Carolina Code Ann. Section 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the properties would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the properties described herein are hereby annexed to the City of Columbia and incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and become a part of the City of Columbia effective immediately. This property shall be zoned Single Family Residential District (RS-1B), apportioned to City Council District 4, Census Tract 116.03, contains 20.6 acres, and shall be assigned a land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION:	See attached EXHIBIT A
TMS NO.:	Portions of Richland County Tax Map Sheets 16411 and 16412

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last Revised: 8/30/2018
18001827

EXHIBIT A
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-050

All those certain pieces, parcels or lots of land, situate, lying and being contiguous and adjacent to the City limits of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 'Block A', lots 1, 2, 3, 4, 5, 6, 7, and 8; 'Block B', lots 1, 2, 3, 4, 5, and 6; 'Block C', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 16, 17, 18, 19, 20, 21, and 22; 'Block D', lots 1 and 3; 'Block E', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; on a Plat of Garden Springs, prepared by McMillan Engineering Company, dated April 18, 1963, recorded in the Office of the Register of Deeds for Richland County in Book T, Page 185, and having such boundaries and measurements as are shown on said plat, all measurements being a little more or less and being designated on Richland County Tax Map Sheets as 16411: block 01, lots 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; block 02, lots 02 and 04; block 03, lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, and 15; block 04, lots 01, 18, 19, 20, 21, 22, 23, 24, and 25; Sheet 16412: block 05, lots 03, 04, and 07; block 06, lots 14, 15, 16, 17, 18, and 19.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 23, 2018

RE: **Property Addresses:** 44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road
Richland County TMS#: 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19
Owner(s): Multiple Owners
Current Use: Single Family Residential
Proposed Use: Single Family Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Single Family Residential (RS-1B)
Reason for Annexation: Municipal Services/Donut Hole
City Council District: 4
Census Tract: 116.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **August 6, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning and land use classification recommendations by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Kimberly Gathers, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
John Fellows, Planning Administrator
Zach Kay, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 6-0 on 8/6/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-1B (Zoning classification) by 6-0 on 8/6/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Future Land Use Map

5, 6, 10, 14, 18 and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225 and 229 Garden Springs Road;
Existing Richland Co. FLU: Nieghborhood (Medium Density); Proposed FLU: UER-1

Department of Planning & Development Services

Legend

CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
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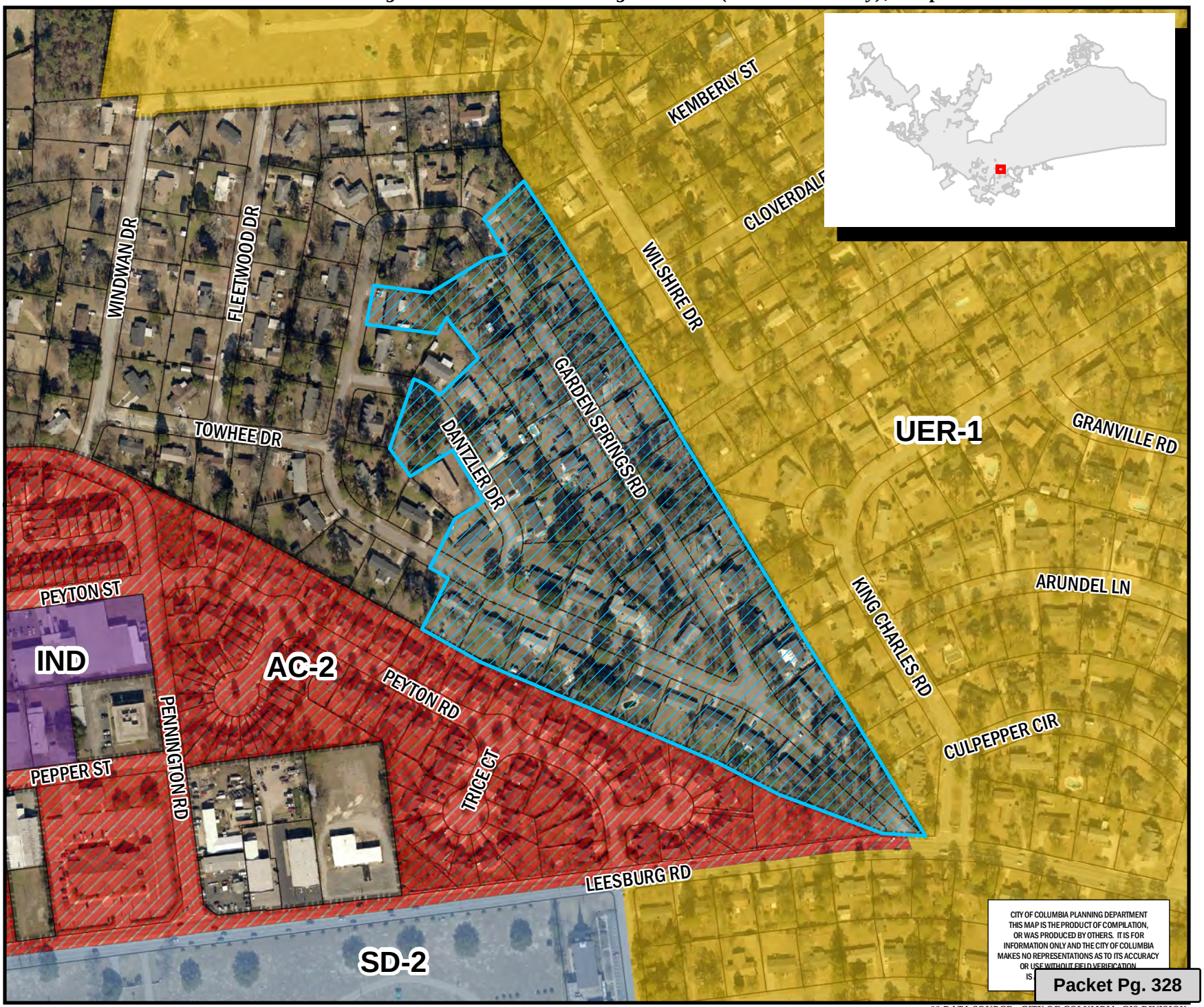
- SD-6 - Fort Jackson

0 75 150 300 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2018

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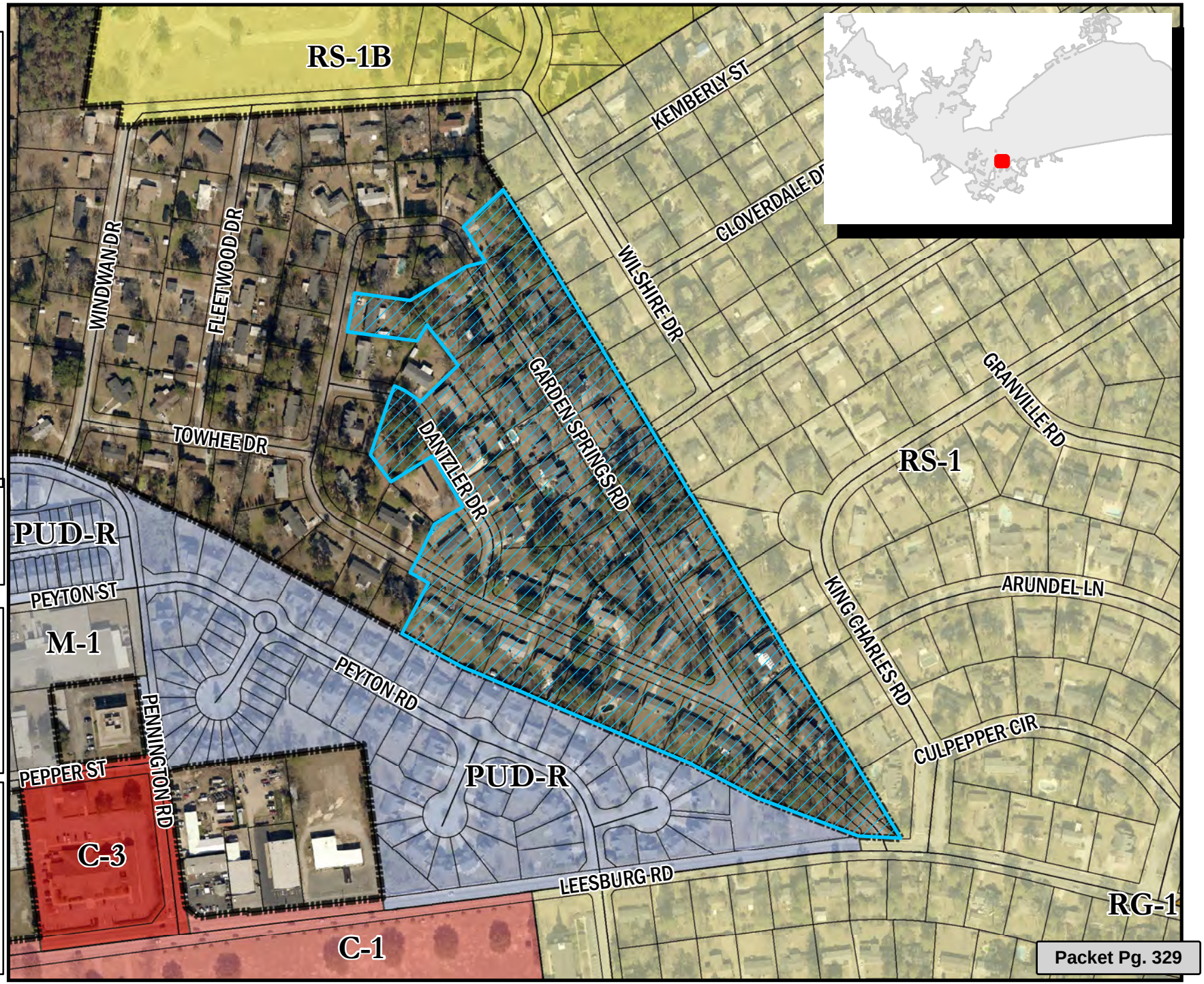
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

Department of Planning & Development Services

5, 6, 10, 14, 18 and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225 and 229 Garden Springs Road;
Existing Richland Co. Zoning: RS-LD; Proposed Zoning: RS-1B



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 17, 2018

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We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being at least seventy-five percent (75%) of the freeholders owning at least seventy-five percent (75%) of the assessed value of the contiguous territory described below, hereby petition the Mayor and City Council for annexation of said territory to the City of Columbia, South Carolina pursuant to S.C. Code § 5-3-150(1).

Property Description: All those certain pieces, parcels or lots of land, situate, lying and being contiguous and adjacent to the City limits of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 'Block A', lots 1, 2, 3, 4, 5, 6, 7, and 8; 'Block B', lots 1, 2, 3, 4, 5, and 6; 'Block C', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 16, 17, 18, 19, 20, 21, and 22; 'Block D', lots 1 and 3; 'Block E', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; on a Plat of Garden Springs, prepared by McMillan Engineering Company, dated April 18, 1963, recorded in the Office of the Register of Deeds for Richland County in Book T, Page 185, and having such boundaries and measurements as are shown on said plat, all measurements being a little more or less.

The properties are designated as follows on the Richland County Tax Maps: Sheet 16411: block 01, lots 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; block 02, lots 02 and 04; block 03, lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, and 15; block 04, lots 01, 18, 19, 20, 21, 22, 23, 24, and 25; Sheet 16412: block 05, lots 03, 04, and 07; block 06, lots 14, 15, 16, 17, 18, and 19. Also included in the territory hereby annexed are all contiguous portions of all public rights of way, including portions of the streets Garden Springs Road and Dantzler Drive.

A plat showing the contiguous territory described above is attached hereto as Exhibit "A".

The first signature was affixed on this Petition on February 22, 2018.

Date: 2-22-2018

Dill Gamble
Property Address: 5 Dantzler Drive
TMS No.: 16411-02-04

Date: 2-22-2018

Azalee B. Gamble
Property Address: 5 Dantzler Drive
TMS No.: 16411-02-04

Date: 5/26/2018

Rodney W. Crouch
Property Address: 6 Dantzler Drive
TMS No.: 16411-03-13

Date: March 16, 2018

Kristine M. Crouch
Property Address: 6 Dantzler Drive
TMS No.: 16411-03-13

Date: MARCH 2, 2018

William Edward Mack
Property Address: 10 Dantzler Drive
TMS No.: 16411-03-14

Date: March 2, 2018

Denise C. Tarrant-Mack
Property Address: 10 Dantzler Drive
TMS No.: 16411-03-14

Date: 7-11-18

James F. Henry, III
Property Address: 14 Dantzler Drive
TMS No.: 16411-03-15

Date: Feb. 27, 2018

Ronald W. Bowden
Property Address: 18 Dantzler Drive
TMS No.: 16411-03-01

Date: _____

Margaret H. Bowden
Property Address: 18 Dantzler Drive
TMS No.: 16411-03-01

Date: March 23, 2018

Sumter E. Ridgeway
Property Address: 19 Dantzler Drive
TMS No.: 16411-02-02

Date: _____

Linda Mooney
Property Address: 1 Garden Springs Road
TMS No.: 16411-01-19

Date: _____

Brandy Nicole Matheny
Property Address: 5 Garden Springs Road
TMS No.: 16411-01-18

Date: _____

John Andrew Matheny
Property Address: 5 Garden Springs Road
TMS No.: 16411-01-18

Date: _____

Nell M. Johnson
Property Address: 9 Garden Springs Road
TMS No.: 16411-01-17

Date: 6/30/18

~~Betty R. McCurry~~ Kirk Vinson Sims
Property Address: 13 Garden Springs Road
TMS No.: 16411-01-16

Date: 2-22-18

Cynthia D. Duncan-Joseph
Property Address: 16 Garden Springs Road
TMS No.: 16411-03-09

Date: 3-2-18

Andrea Leigh C. Ford
Property Address: 17 Garden Springs Road
TMS No.: 16411-01-15

Date: 3-2-18

Bret Mitchell Mealing, Jr.
Property Address: 21 Garden Springs Road
TMS No.: 16411-01-14

Date: 2-22-18

Bret Mitchell Mealing, Sr.
Property Address: 21 Garden Springs Road
TMS No.: 16411-01-14

Date: 2-22-18

Angeline Wells Mealing
Property Address: 21 Garden Springs Road
TMS No.: 16411-01-14

Date: 3-9-18

Ernest J. Williams, Jr.
Property Address: 22 Garden Springs Road
TMS No.: 16411-03-10

Date: 3-16-18

Wade Griffin Jones, Jr.
Property Address: 25 Garden Springs Road
TMS No.: 16411-01-13

Date: 3-16-18

Patsy B. Jones
Property Address: 25 Garden Springs Road
TMS No.: 16411-01-13

Date: 8-6-2018

Magnolia B. Edwards

Magnolia B. Edwards
Property Address: 26 Garden Springs Road
TMS No.: 16411-03-11

Date: 8-6-7-18

James C. Holland

James E. Holland
Property Address: 29 Garden Springs Road
TMS No.: 16411-01-12

Date: 6-7-18

Henrietta C. Holland

Henrietta C. Holland
Property Address: 29 Garden Springs Road
TMS No.: 16411-01-12

Date: 02:22:2018

Charles C. Gonzalvers-Anderson
Property Address: 30 Garden Springs Road
TMS No.: 16411-03-12

Date: _____

Henry Wehman Seiling
Property Address: 33 Garden Springs Road
TMS No.: 16411-01-11

Date: _____

Kenneth H. Faulkenberry
Property Address: 37 Garden Springs Road
TMS No.: 16411-01-10

Date: 3/9/18

Rodolfo P. Cabot
Property Address: 112 Garden Springs Road
TMS No.: 16412-05-07

Date: 3/21/18

Maxanne Cabot

Maxanne Cabot
Property Address: 112 Garden Springs Road
TMS No.: 16412-05-07

Date: 3/22/2018

Karl S. Long, Jr.
Property Address: 137 Garden Springs Road
TMS No.: 16412-06-19

Date: 3/03/18

Barnard B. Turner, III
Property Address: 140 Garden Springs Road
TMS No.: 16412-05-03

Date: 3/23/18

Elizabeth B. Turner
Property Address: 140 Garden Springs Road
TMS No.: 16412-05-03

Date: 2/22/18

Jaqueline G. Keating
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date: _____

Susan G. Mantooth
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date: _____

Edward J. Kelley
Property Address: 144 Garden Springs Road
TMS No.: 16412-05-04

Date: 2/22/18

Francis C. Johnson
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date: 2/22/2018

Elizabeth L. Morton
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date: 3/29/18

(FOR RUBY ULMER) POA

Ruby D. Ulmer, Trustee
Ulmer Family Trust
Property Address: 148 Garden Springs Road
TMS No.: 16411-03-02

Date: _____

Donald R. Weaver
Property Address: 149 Garden Springs Road
TMS No.: 16412-06-16

Date: 3/29/18

John Kevin Ulmer
Property Address: 152 Garden Springs Road
TMS No.: 16411-03-03

Date: 3/6/18

David Quinn
Property Address: 153 Garden Springs Road
TMS No.: 16412-06-15

Date:_____

Elizabeth B. Turner
Property Address: 140 Garden Springs Road
TMS No.: 16412-05-03

Date:_____

Jaqueline G. Keating
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date: 4-14-18

Susan G. Mantooth
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date:_____

Edward J. Kelley
Property Address: 144 Garden Springs Road
TMS No.: 16412-05-04

Date:_____

Francis C. Johnson
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date:_____

Elizabeth L. Morton
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date:_____

Ruby D. Ulmer, Trustee
Ulmer Family Trust
Property Address: 148 Garden Springs Road
TMS No.: 16411-03-02

Date:_____

Donald R. Weaver
Property Address: 149 Garden Springs Road
TMS No.: 16412-06-16

Date:_____

John Kevin Ulmer
Property Address: 152 Garden Springs Road
TMS No.: 16411-03-03

Date:_____

David Quinn
Property Address: 153 Garden Springs Road
TMS No.: 16412-06-15

Date:_____

Elizabeth B. Turner
Property Address: 140 Garden Springs Road
TMS No.: 16412-05-03

Date:_____

Jaqueline G. Keating
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date:_____

Susan G. Mantooth
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date: 22 Feb. 2018

Edward J. Kelley

Edward J. Kelley
Property Address: 144 Garden Springs Road
TMS No.: 16412-05-04

Date:_____

Francis C. Johnson
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date:_____

Elizabeth L. Morton
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date:_____

Ruby D. Ulmer, Trustee
Ulmer Family Trust
Property Address: 148 Garden Springs Road
TMS No.: 16411-03-02

Date:_____

Donald R. Weaver
Property Address: 149 Garden Springs Road
TMS No.: 16412-06-16

Date:_____

John Kevin Ulmer
Property Address: 152 Garden Springs Road
TMS No.: 16411-03-03

Date:_____

David Quinn
Property Address: 153 Garden Springs Road
TMS No.: 16412-06-15

Date: 03-06-2018

Angelica Quinn
Property Address: 153 Garden Springs Road
TMS No.: 16412-06-15

Date: 02 June 18

Darlene Rosetta James
Property Address: 156 Garden Springs Road
TMS No.: 16411-03-04

Date: June 2, 2018

Andrew James
Property Address: 156 Garden Springs Road
TMS No.: 16411-03-04

Date: 22 Feb 2018

James E. Bass
Property Address: 157 Garden Springs Road
TMS No.: 16412-06-14

Date: 22 Feb 2018

Sidney S. Bass
Property Address: 157 Garden Springs Road
TMS No.: 16412-06-14

Date: 5/10/18

J. Kyle Smith
Property Address: 160 Garden Springs Road
TMS No.: 16411-03-05

Date: 6/02/18

Malinda D. Smith
Property Address: 160 Garden Springs Road
TMS No.: 16411-03-05

Date: 6/3/18

Kevin N. Watts
Property Address: 200 Garden Springs Road
TMS No.: 16411-03-06

Date: 6/3/18

Kathleen M. Watts
Property Address: 200 Garden Springs Road
TMS No.: 16411-03-06

Date: March 23, 2018

Evelyn G. Warren
Property Address: 201 Garden Springs Road
TMS No.: 16411-04-01

Date:_____

Carolyn B. Silvester
Property Address: NX201 Garden Springs Road
TMS No.: 16411-04-25

Date: 22 Feb 2018

William C. Herbert III

William C. Herbert, III
Property Address: 204 Garden Springs Road
TMS No.: 16411-03-07

Date:_____

John D. Jacobs
Property Address: 208 Garden Springs Road
TMS No.: 16411-03-08

Date: 3-19-18

Kevin D. Bass
Property Address: 209 Garden Springs Road
TMS No.: 16411-04-24

Date: 3-23-18

Bradley Douglas Trogdon
Property Address: 211 Garden Springs Road
TMS No.: 16411-04-22

Date: 3.23-18

Jennifer Chesnutt Trogdon
Property Address: 211 Garden Springs Road
TMS No.: 16411-04-22

Date:_____

Donna B. Nesbitt
Property Address: 217 Garden Springs Road
TMS No.: 16411-04-21

Date: 3/16/18

Hicham Zerati
Property Address: 221 Garden Springs Road
TMS No.: 16411-04-20

Date: 3/16/18

Katrene Driggers

Katrene R. Driggers
Property Address: 221 Garden Springs Road
TMS No.: 16411-04-20

Date: 6+9 18

Jessie Finch Jr.

Jesse Finch, Jr.
Property Address: 225 Garden Springs Road
TMS No.: 16411-04-19

Date:_____

_____

Linda Finch
Property Address: 225 Garden Springs Road
TMS No.: 16411-04-19

Date: 6 · 3 · 18

Lizabeth S. Curlin

Lizabeth Curlin
Property Address: 229 Garden Springs Road
TMS No.: 16411-04-18

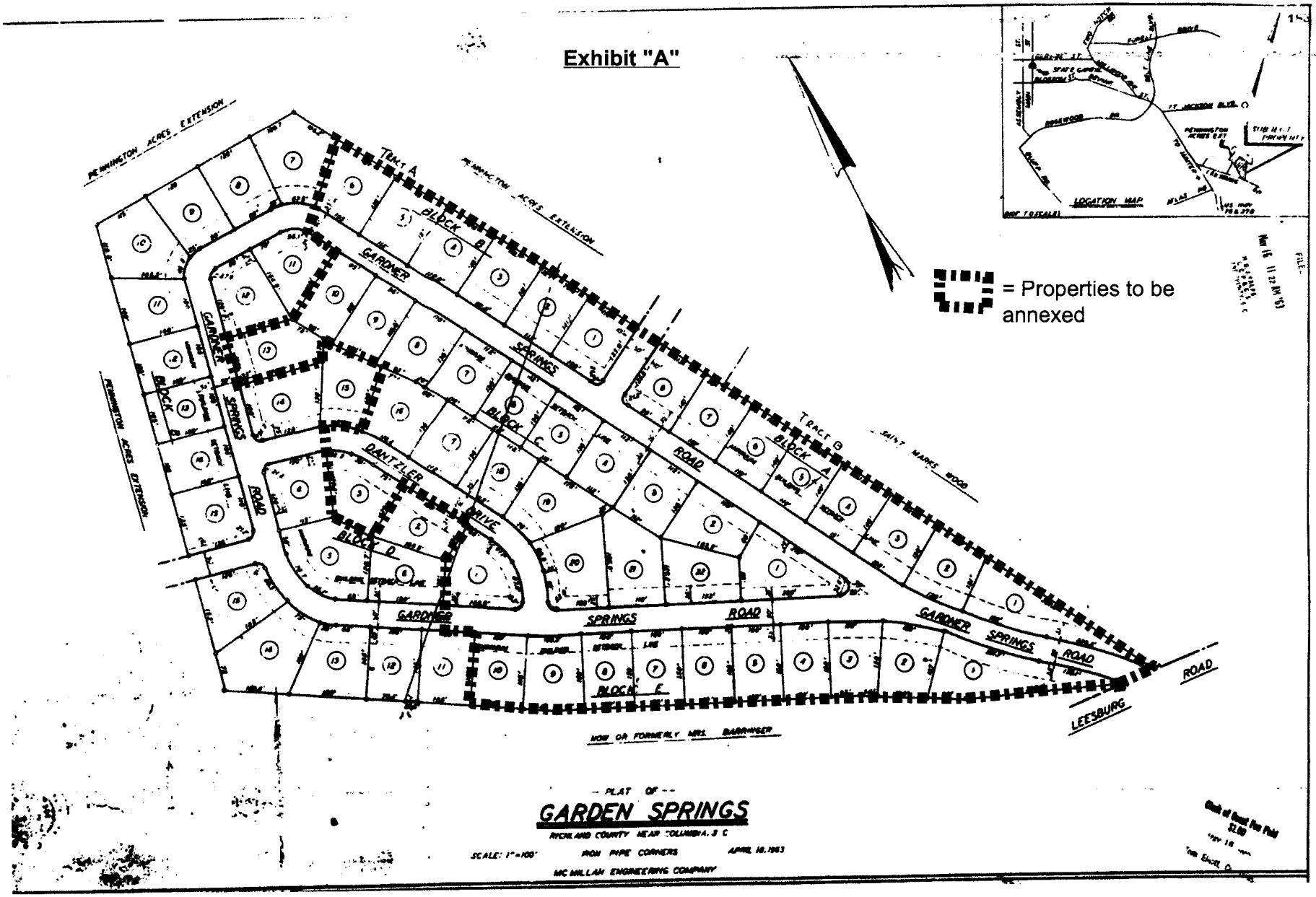
Exhibit "A"
= Properties to be annexed
LOCATION MAP
PLAT OF
GARDEN SPRINGS
RICHLAND COUNTY NEAR COLUMBIA, S. C.
SCALE: 1"=100'
IRON PIPE CORNERS
APRIL 16, 1963
MC MILLAN ENGINEERING COMPANY
PENNINGTON ACRES EXTENSION
TRACT A
TRACT B
BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
GARDNER SPRINGS ROAD
DANITZLER DRIVE
SAINT MARKS WOOD
LEESBURG ROAD
NOW OR FORMERLY MRS. BARRINGER

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 201 S. Marion Street; TMS# 11305-14-10**

PURPOSE: **Ordinance No.: 2018-051 - Annexing and Incorporating 201 S. Marion Street, Richland County TMS #11305-14-10 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015**

Council District: 3

Proposal: Request to annex, assign land use classifications of Universities/Colleges (SD-5) and assign zoning of General Residential District in a Community Character Protection Overlay (RG-1, -CC1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.

Applicant: University of South Carolina

Staff Recommendation: Approval

PC Recommendation: 06/04/2018; Approval (6-0)

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0007_Marion201 (PDF)
- #b: 2018-051 annex-incorporate 201 S. Marion (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

CITY COUNCIL

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
201 S. Marion Street; TMS# 11305-14-10

Council District:	3
Proposal:	Request to annex, assign land use classifications of Universities/Colleges (SD-5) and assign zoning of General Residential District in a Community Character Protection Overlay (RG-1, -CC1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.
Applicant:	University of South Carolina
Staff Recommendation:	Approval
PC Recommendation:	06/04/2018; Approval (6-0)
ZPH, 1st Reading:	07/17/2018; Council meeting rescheduled
ZPH, 1st Reading:	09/18/2018; Pending
2nd Reading:	10/02/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.17 acres
Current Use: Single Family Residential
Proposed Use: Single Family Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Mixed Residential-High Density
Proposed Land Use Classification: Universities/Colleges (SD-5)
Current Richland County Zoning: RM-MD
Proposed Zoning: General Residential District, -Community Character Protection Overlay (RG-1, -CC1)
Census Tract: 27

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police
We find that the proposed annexation may result in an increased number of calls for services and will cost the CPD approximately **$200** annually to provide service for the single-family residence based upon current calls for service in nearby areas of the City of Columbia.

Fire
The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
The cost associated with solid waste service for this property is **$187.00** annually per household.

Engineering
Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. This property is serviced by another sewer provider as it is outside of the City of Columbia sewer service area.

Water Customer Care
Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services
This property is a single-parcel "Donut Hole" surrounded by the City of Columbia and we recommend annexation of this property. As this property is owned by the University of South Carolina, there will not be any annual City property tax revenue generated for this property.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Universities/Colleges (SD-5); the property is currently classified as Mixed Residential-High Density by Richland County.

There are a number of universities and colleges located within Columbia including, but not limited to, University of South Carolina, Columbia College, Columbia International University, Allen University, Benedict College, Lutheran Theological Southern Seminary, Midlands Technical College, Webster University, ECPI University, Strayer University, and the University of Phoenix.

Primary Types:

- Civic/Institutional

Secondary Types:

- Small to Extra Large Business/Employment
- Parking Structures and Lots

Tertiary Types

- Multi-family Institutional (Dormitories)
- Power Utilities
- Water and Wastewater Treatment

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Commercial District (PUD-C) to the South and West and General Residential District (RG-1) to the North and East.

The proposed City of Columbia zoning district is General Residential District (RG-1) and –Community Character Protection Overlay (-CC1)

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

-Community Character Protection Overlay (-CC1)

(1) The -CC1 overlay district is intended to minimize the possibility that demolition and construction activity within a residential community would drastically negatively affect the existing character of that community.

(2) The -CC1 designation and the associated measures for community character protection are not intended to be utilized as a stand-alone zoning district classification, but as a set of regulations which are overlaid and supplemental to the regulations of the existing zoning district.

(3) The -CC1 district shall apply to property zoned or used residentially.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, and assign land use classifications of Universities/Colleges (SD-5) and assign zoning of General Residential District in a Community Character Protection Overlay (RG-1, -CC1) at the time of annexation.

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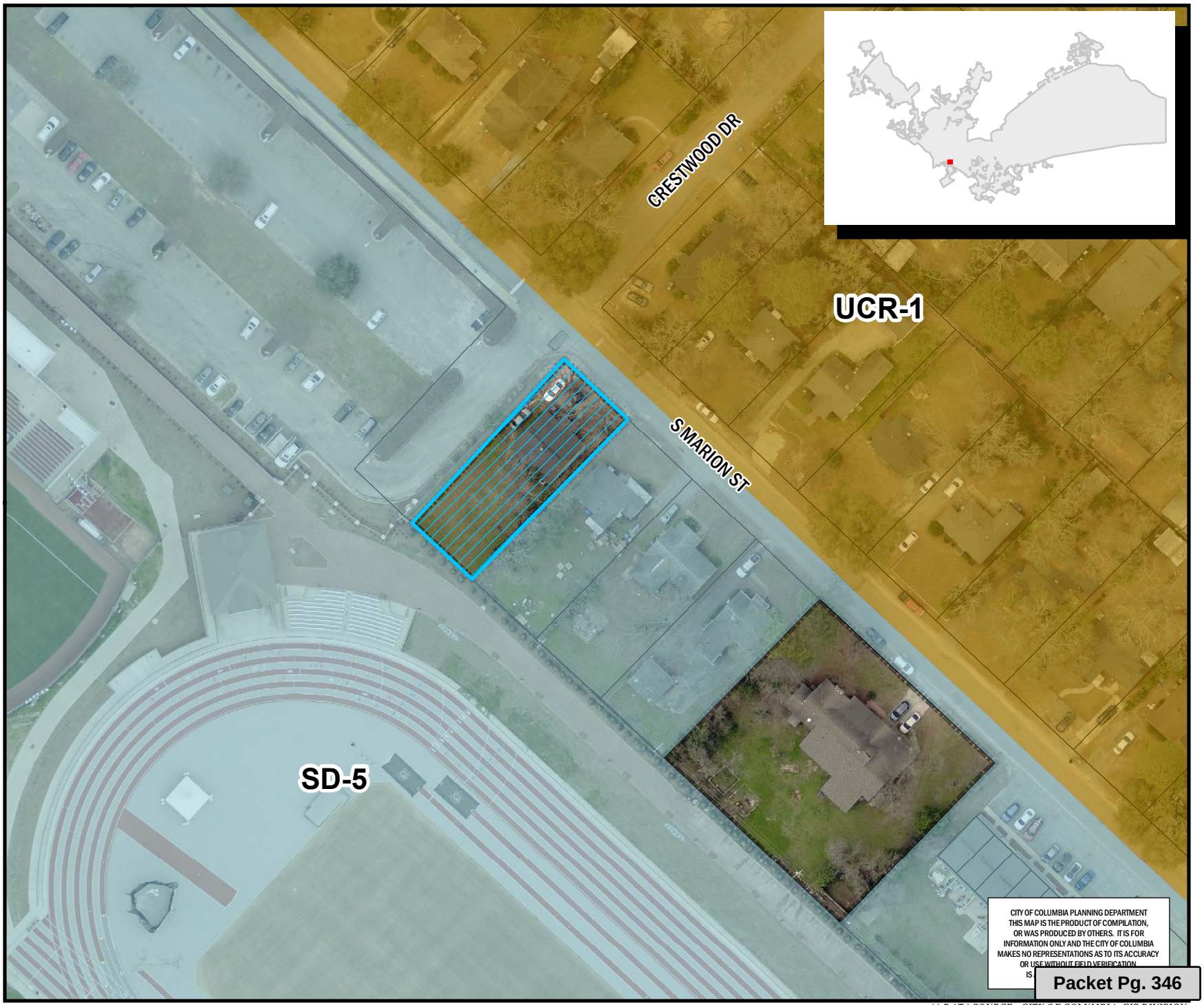
Future Land Use Map

201 S. Marion Street, TMS# 11305-14-10;
Existing FLU: Mixed Residential-High Density; Proposed FLU: SD-5

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

N

0 15 30 60
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

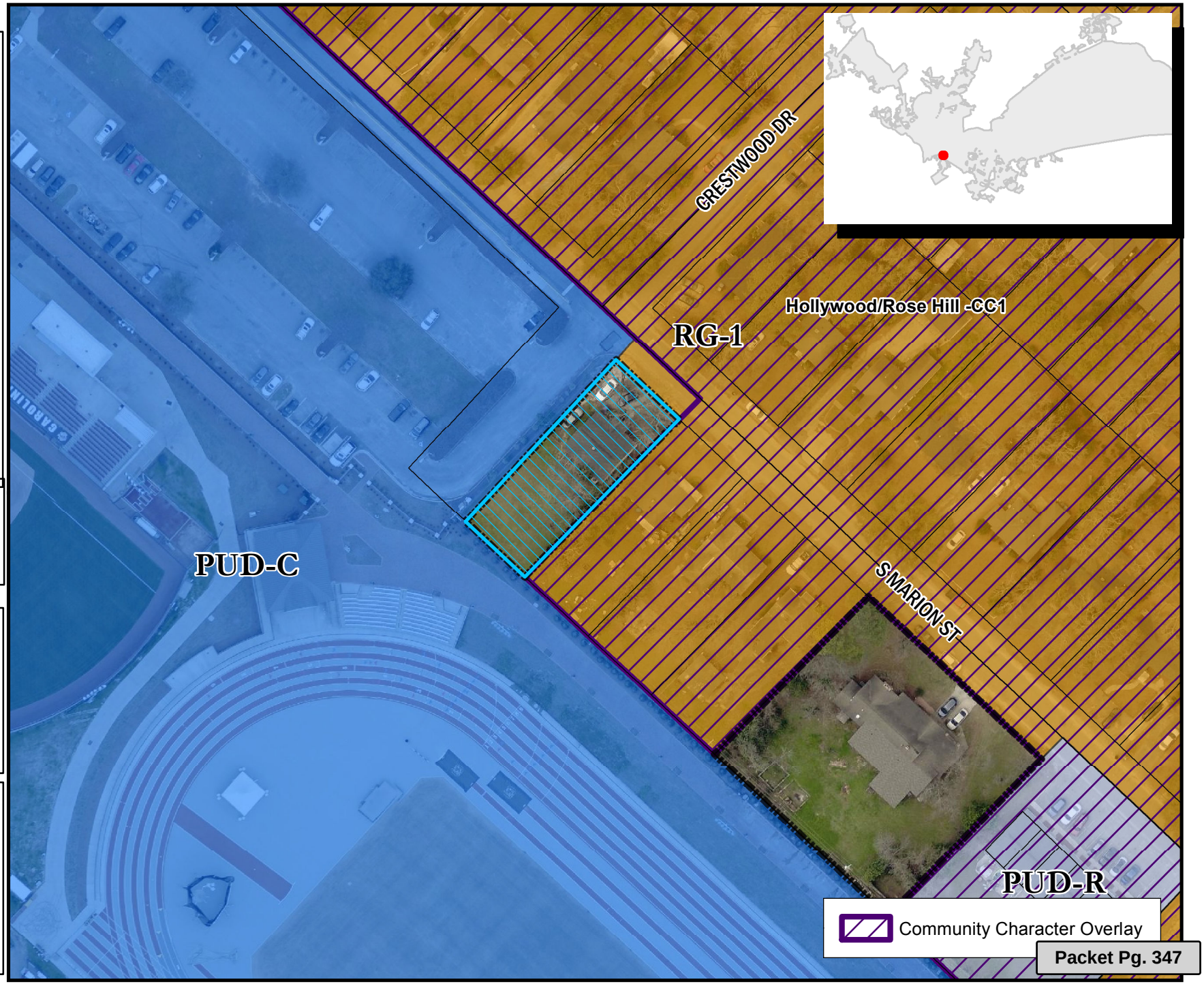
CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

201 S. Marion Street, TMS# 11305-14-10;
Existing Zoning: RM-MD, Proposed Zoning: RG-1, -CC1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 14, 2018

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

CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-051

Annexing and Incorporating 201 S. Marion Street, Richland County TMS #11305-14-10 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned General Residential District in a Community Character Protection Overlay (RG-1, -CC1), apportioned to City Council District 3, Census Tract 27, contains 0.17 acres, and shall be assigned a land use classification of Universities/Colleges (SD-5).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11305-14-10

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/31/2018
18001841

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-051

All that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being in Richland County, near the City of Columbia, South Carolina, and being described as lot 41, upon a plat of John J. Barker, by Wingfield & Rudisill dated May 19, 1950, recorded in Plat Book 1, at page 304 and having the following measurements thereon: On the North by Crestwood Drive, whereupon it measures for a distance of One hundred forty (140.0') feet; on the East by South Marion Street, whereupon it measures for a distance of Fifty-five (55') feet; on the South by Lot 41-A, whereupon it measures for a distance of One hundred forty (140.0') feet; and on the West by lands now or formerly of McCreery Land and Investment Company, wereupon it measures for a distance of Fifty-five (55.0') feet, be all measurements a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 1, 2018

RE: **Property Address:** 201 South Marion Street
Richland County TMS#: 11305-14-10
Owner(s): University of South Carolina
Current Use: Single Family Residential
Proposed Use: Single Family Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Universities/Colleges (SD-5)
Current County Zoning: Residential Multifamily Medium Density (RM-MD)
Proposed City Zoning: General Residential District in a Community Character Protection Overlay (RG-1, -CC1)
Reason for Annexation: Donut Hole
City Council District: 3
Census Tract: 27

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 4, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindall, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Kimberly Gathers, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
John Fellows, Planning Administrator
Zach Kay, Dev. Center Administrator

Planning Commission Land Use Recommendation: SD-5 (Land Use classification) by 6-0 on 6/4/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1, -CC (Zoning classification) by 6-0 on 6/4/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

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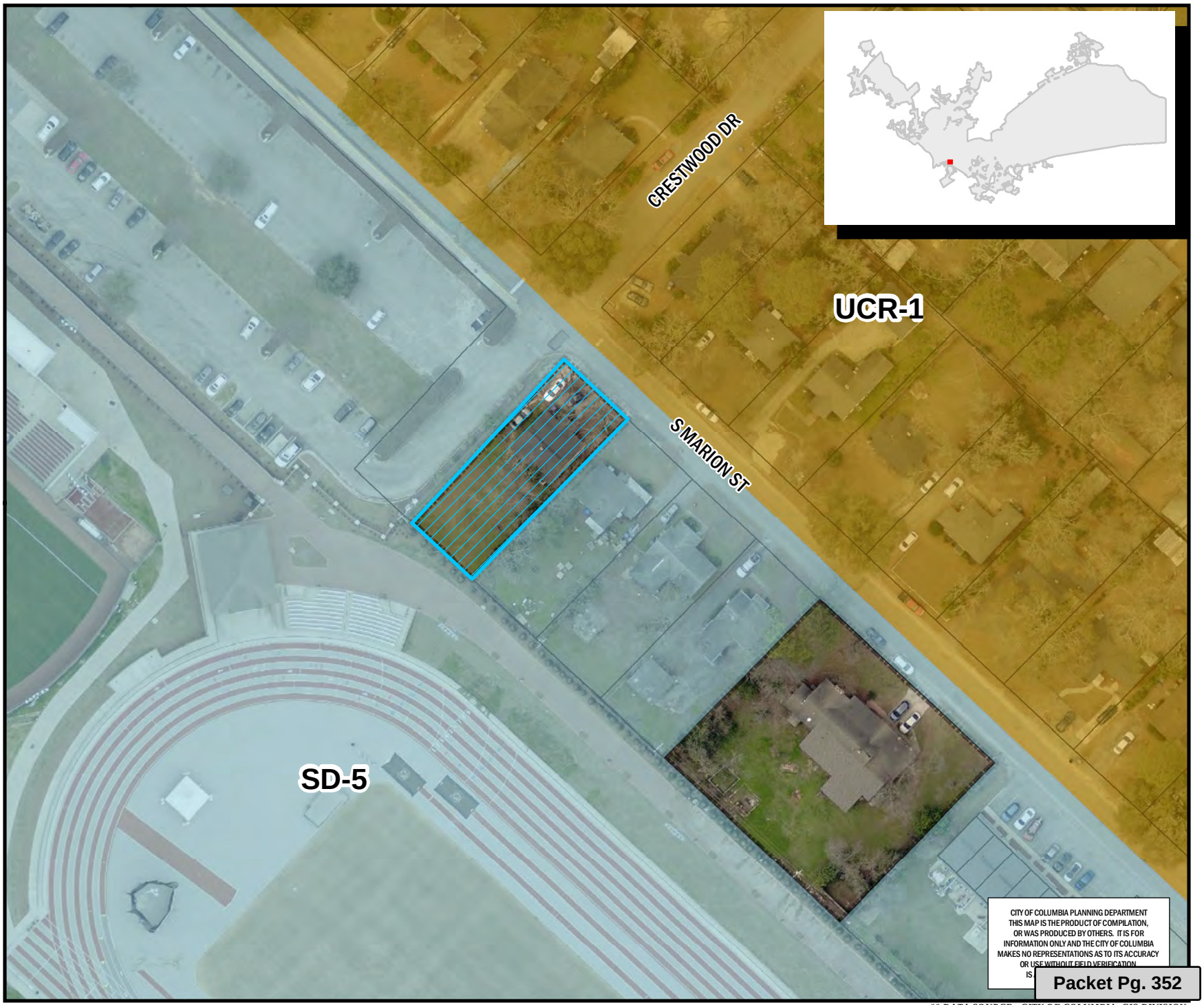
Future Land Use Map

201 S. Marion Street, TMS# 11305-14-10;
Existing FLU: Mixed Residential-High Density; Proposed FLU: SD-5

Department of Planning & Development Services



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- SD-6 - Fort Jackson

0 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

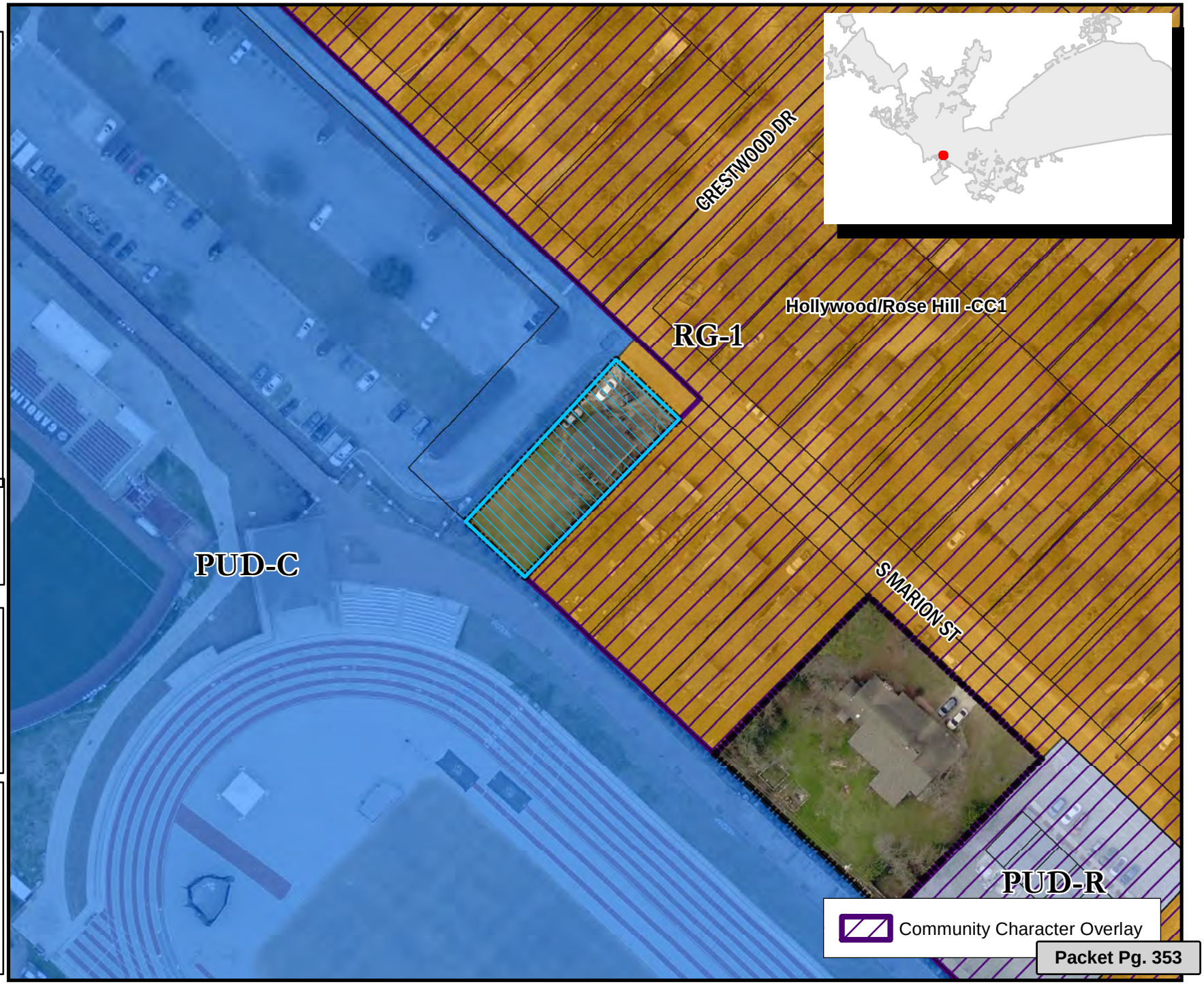
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

201 S. Marion Street, TMS# 11305-14-10;
Existing Zoning: RM-MD, Proposed Zoning: RG-1, -CC1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 14, 2018

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

CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: ALL that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being in Richland County, near the City of Columbia, South Carolina, and being described as lot 41, upon a plat of John J. Barker, by Wingfield & Rudisill dated May 19, 1950, recorded in Plat Book 1, at page 304 and having the following measurements thereon: On the North by Crestwood Drive, whereupon it measures for a distance of One hundred forty (140.0') feet; on the East by South Marion Street, whereupon it measures for a distance of Fifty-five (55') feet; on the South by Lot 41-A, whereupon it measures for a distance of One hundred forty (140.0') feet; and on the West by lands now or formerly of McCreery Land and Investment Company, wereupon it measures for a distance of Fifty-five (55.0') feet, be all measurements a little more or less.

Richland County TMS: 11305-14-10

Property Address: 201 South Marion Street

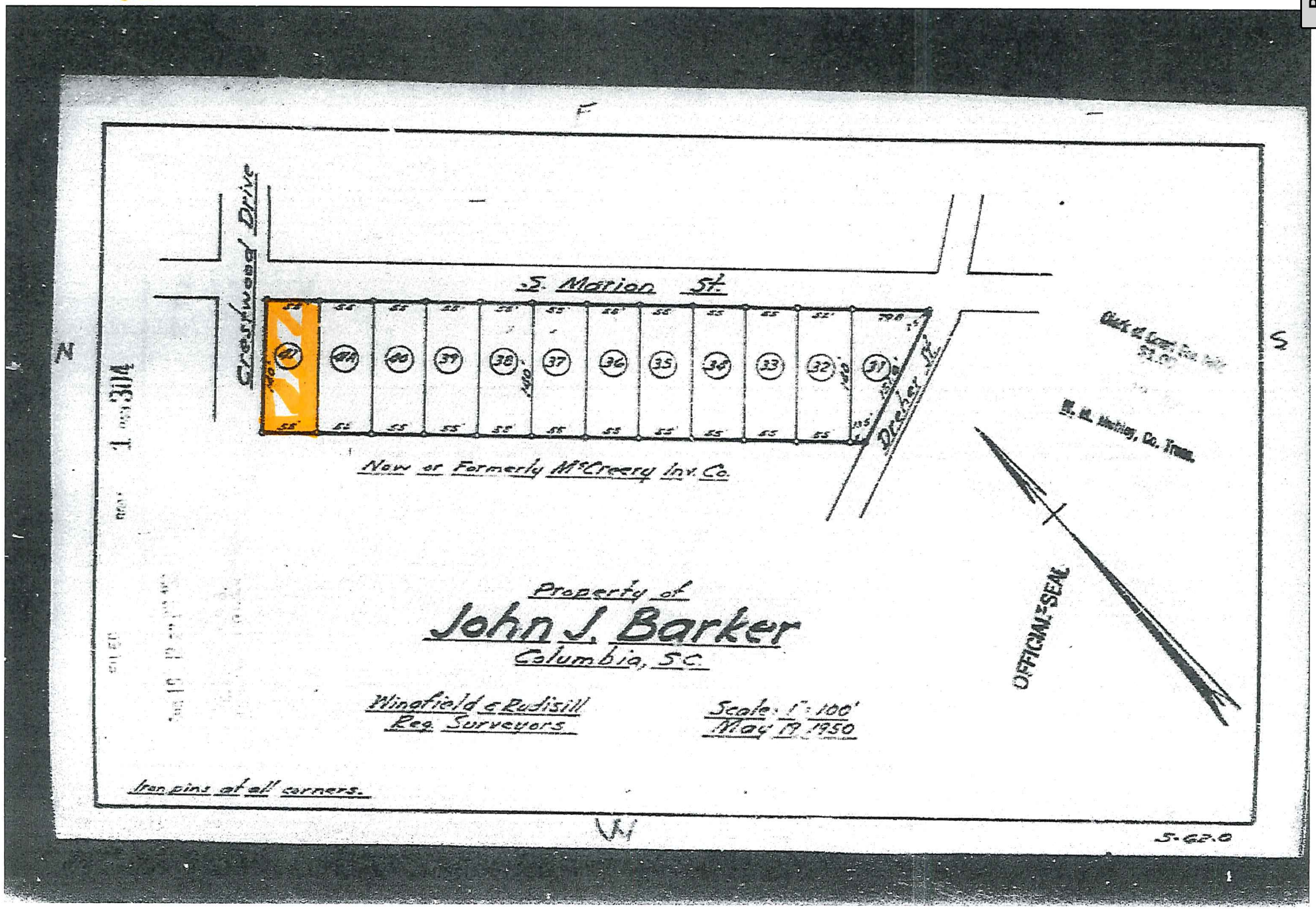
University of South Carolina

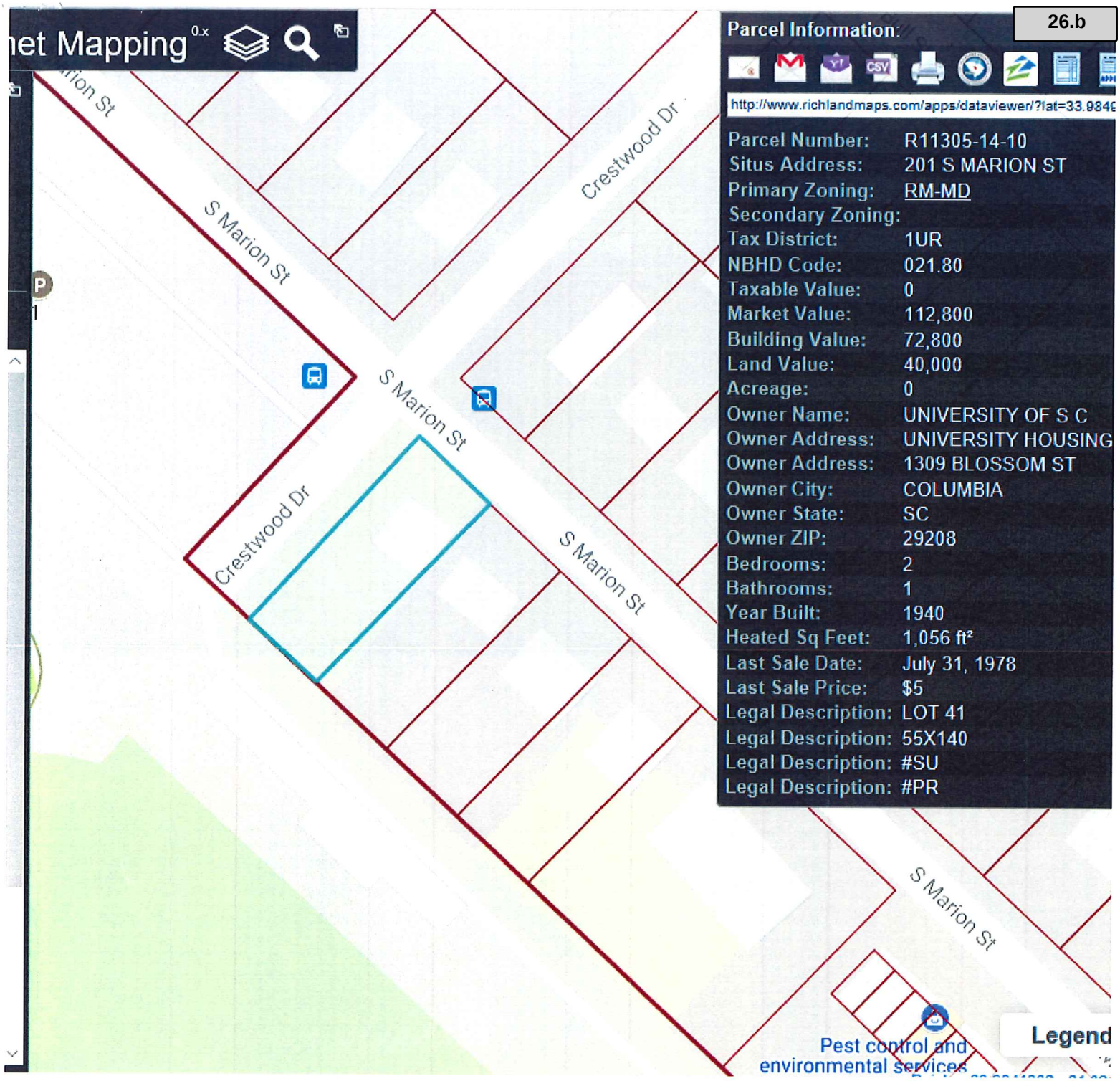
BY: _____ Date: JUL 24 2018

J. CANTEY HEATH, JR.
SECRETARY, UNIVERSITY OF S.C.
(Print or Type Name)

Its: _____
(Print or Type Title)

= Property to be annexed




net Mapping
Parcel Information:
http://www.richlandmaps.com/apps/dataviewer/?lat=33.9849
Parcel Number: R11305-14-10
Situs Address: 201 S MARION ST
Primary Zoning: RM-MD
Secondary Zoning:
Tax District: 1UR
NBHD Code: 021.80
Taxable Value: 0
Market Value: 112,800
Building Value: 72,800
Land Value: 40,000
Acreage: 0
Owner Name: UNIVERSITY OF S C
Owner Address: UNIVERSITY HOUSING
Owner Address: 1309 BLOSSOM ST
Owner City: COLUMBIA
Owner State: SC
Owner ZIP: 29208
Bedrooms: 2
Bathrooms: 1
Year Built: 1940
Heated Sq Feet: 1,056 ft²
Last Sale Date: July 31, 1978
Last Sale Price: $5
Legal Description: LOT 41
Legal Description: 55X140
Legal Description: #SU
Legal Description: #PR
S Marion St
Crestwood Dr
S Marion St
Crestwood Dr
S Marion St
S Marion St
Pest control and environmental services
Legend

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment - 0.07 acres N/S Carola Avenue (PUD including: 822 Carola Avenue, 821 Carola Avenue, 907 Carola Avenue, 4914 Pinner Road, and 1.55 acres W/S Barton Street), TMS# 11701-12-24(p), 09313-07-03, 09313-06-10, 11701-12-22, 09313-06-02 and 09216-07-01**

PURPOSE: **Council District: 1**

Proposal: Request to rezone the parcel from PUD-R to PUD-R & RS-3

Applicant: David Barry

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMA_Carola (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

CITY COUNCIL

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
0.07 acres N/S Carola Avenue (PUD including: 822 Carola Avenue, 821 Carola Avenue, 907 Carola Avenue, 4914 Pinner Road, and 1.55 acres W/S Barton Street), TMS# 11701-12-24(p), 09313-07-03, 09313-06-10, 11701-12-22, 09313-06-02 and 09216-07-01

Council District: 1

Proposal: Request to rezone the parcel from PUD-R to PUD-R & RS-3

Applicant: David Barry

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

ZPH, 1st Reading: 09/18/2018; Pending

2nd Reading: 10/02/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: .07 acres to be rezoned (PUD-R is +/- 20 acres)
Current Use: Mixed-Use
Proposed Use: Mixed-Use and Single-Family Residential
Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current Zoning: Planned Unit Development – Residential District (PUD-R)
Proposed Zoning: Planned Unit Development-Residential District (PUD-R) and Single-Family Residential District (RS-3)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Mixed Residential (UEMR) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City of in the outer ring of neighborhoods. This development type primarily represents existing post 1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block

pattern. Urban Edge Mixed Residential neighborhoods can accomodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types
- Single-family Detached

Secondary Types
- Single-family Attached
- Two-family
- Three-family
- Multi-family Small and Medium

Tertiary Types
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

The subject property falls within the study area for two plans adopted by the City of Columbia: the *Villages of North Columbia* (2005) and the *Walkable 29203: Pedestrian Master Plan* (2017).

The subject property falls within Cluster Three as defined by the *Villages of North Columbia* (Section 2, Page 49) and the proposed College Village (Section 3, Page 97). It is also located within a five minute walking distance of the N. Main St. at Columbia College Dr. moderate activity node (Section 3, Page 81). The property is located along the edge of two different recommended future land use types – Low-Density Residential (Single-Family, Detached Homes) to the southeast along Carola, and Greenspace (Parks, Greenways) to the northwest along Carola. There is no catalyst project identified for the subject property by the Plan.

The *Walkable 29203: Pedestrian Master Plan* does not make a specific recommendation for the subject property. However, the Plan does recommend an unsignalized spot improvement be made between Barber and Dale Drive at the athletic field. The Plan also makes broad program and policy recommendations which focus on improving the walkability of the area as well as access to recreational opportunities and healthy food outlets.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Residential District (PUD-R). The abutting properties in the City of Columbia are zoned Planned Unit Development-Residential District (PUD-R) to the North and Single-Family Residential District (RS-3) to the East, South and West.

The proposed zoning district is Planned Unit Development-Residential (PUD-R) and Single-Family Residential District (RS-3). The original Planned Unit Development-Residential does not reference 11701-12-24(p) as it was a right-of-way at the time. It is now a parcel of record and split-zoned, PUD-R and RS-3.

Planned Unit Development- Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.
(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.
(3) PUD-LS Planned Unit Development-Large Scale. The PUD-LS is intended for applicant with parcels in excess of 25 acres.

(b) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

Single-Family Residential District (RS-3)

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

STAFF RECOMMENDATION

Staff recommends City Council to grant the rezoning of the property from PUD-R to PUD-R & RS-3.

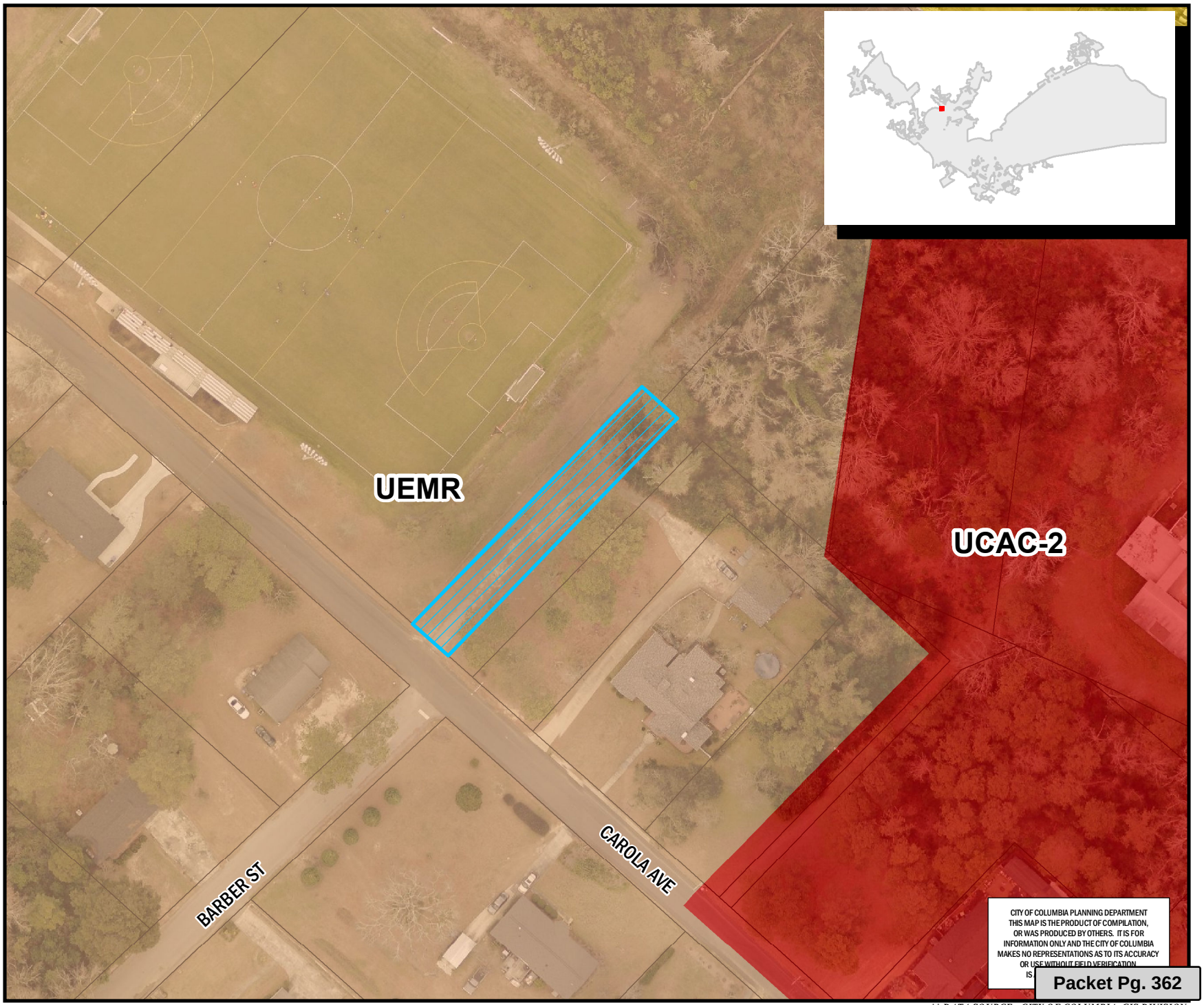
© 2013 Pictometry

Future Land Use Map

0.14 acres N/S Carola Avenue, TMS# 11
Existing FLU: UEMR

27.a

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2018

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
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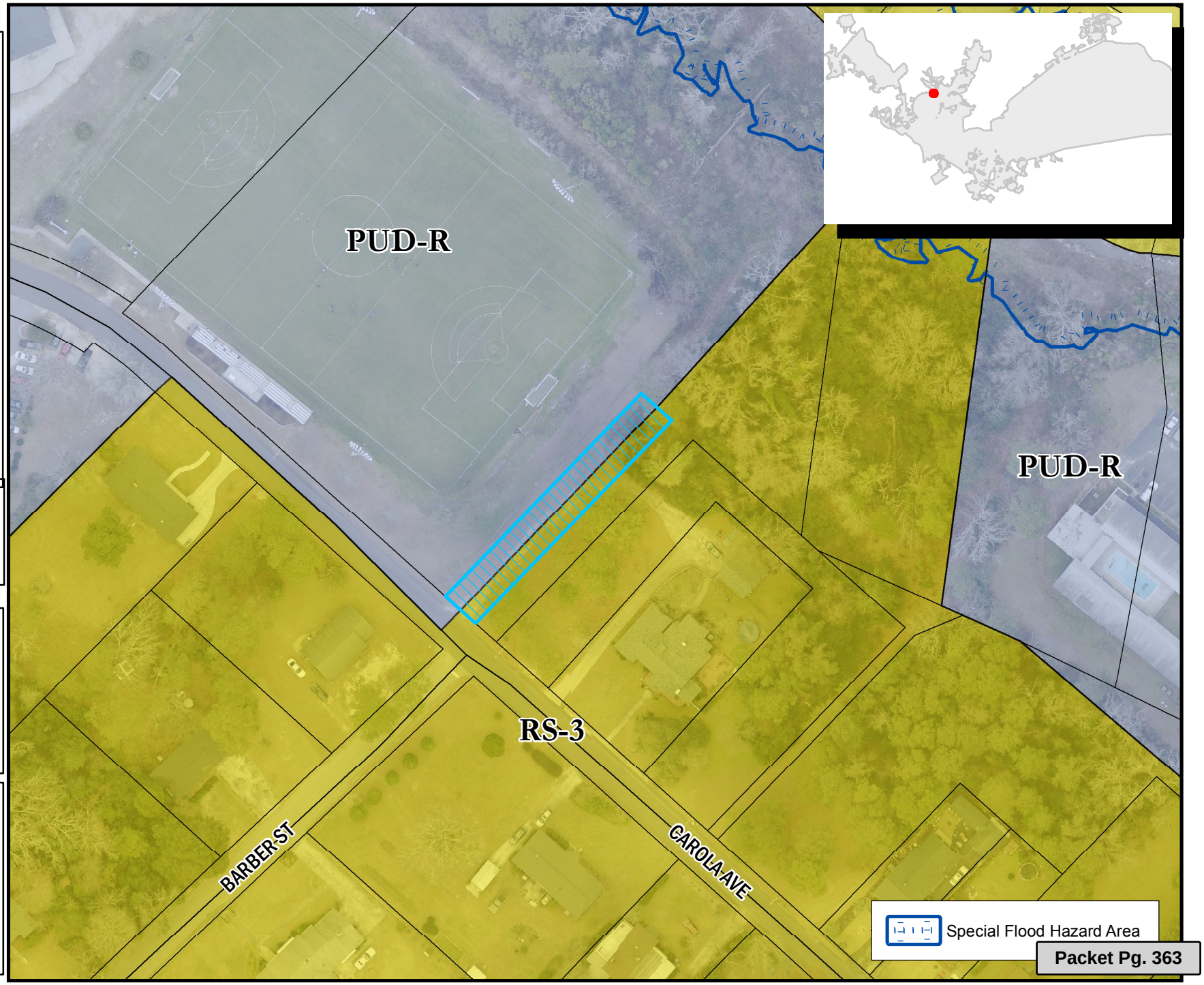
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

0.14 acres N/S Carola Avenue, TMS# 11701-12-
Current Zoning: PUD-R & RS-3, Proposed Zoning: RS-3

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 20 40 80 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 17, 2018

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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

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

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Text Amendment - Amend §17-55 to Add Definitions to Facilitate Public Bike Share Kiosks**

PURPOSE: **Ordinance No.: 2018-053 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 1, Generally, Sec. 17-55 Definitions, to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station**

Proposal: Amend the text of §17-55 to add definitions of Public Bicycle-Sharing Service and Public Bicycle-Sharing Station.

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 1, Amend §17-55 - Definitions

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** TA-Public Bicycle Sharing _17-55 (PDF)
- #b: 2018-053 amend Sec-17-55 Definitions to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

City Council

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary

Amend §17-55 to Add Definitions to Facilitate Public Bike Share Kiosks

Proposal:	Amend the text of §17-55 to add definitions of *Public Bicycle-Sharing Service* and *Public Bicycle-Sharing Station.*
Applicant:	Krista Hampton, Director of Planning and Development Services
Pertinent Section:	Chapter 17, Article III, Division 1, Amend §17-55 – Definitions
Staff Recommendation:	Approval
PC Recommendation:	08/06/2018; Approval (5-0)
ZPH, 1st Reading:	09/18/2018; Pending
2nd Reading:	10/02/2018; Pending

DETAIL

The City of Columbia is working with sponsors to launch a bike share system. The system includes bike docks and wayfinding kiosks on which is located advertising from the sponsors and others. Generally, advertising must relate to goods and services on which the message is located. This proposed text amendment, in conjunction with exempting bike share signage from the definition of a sign, would permit sponsorship and advertising messages on kiosks associated with public bike share in the right-of-way and private property.

STAFF RECOMMENDATION

Staff recommends City Council to approve the request to amend the text of §17-55 to add definitions of Public Bicycle-Sharing Service and Public Bicycle-Sharing Station.

DIVISION 1. GENERALLY

Sec. 17-55. Definitions.

Public Bicycle-Sharing Service. A system operated under the auspices of a program administered and/or approved by the City of Columbia whose function is to provide the general public with opportunities to rent bicycles on a short-term basis for use within the city or region.

Public Bicycle-Sharing Station. A bicycle sharing facility placed or constructed by a Public Bicycle-Sharing Service on public or private property where bicycles are stored and from which members of the public may rent bicycles as part of a Public Bicycle-Sharing Service including objects or equipment necessary for or appurtenant to its operation.

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-053

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 1, Generally, Sec. 17-55 Definitions, to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station

BE IT ORDAINED by the Mayor and Council this 4th day of April, 2017, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 1, Generally, Sec. 17-55 Definitions, is amended to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station to read as follows:

Sec. 17-55. Definitions.

Public Bicycle-Sharing Service. A system operated under the auspices of a program administered and/or approved by the City of Columbia whose function is to provide the general public with opportunities to rent bicycles on a short-term basis for use within the city or region.

Public Bicycle-Sharing Station. A bicycle sharing facility placed or constructed by a Public Bicycle-Sharing Service on public or private property where bicycles are stored and from which members of the public may rent bicycles as part of a Public Bicycle-Sharing Service including objects or equipment necessary for or appurtenant to its operation.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 8/31/2018
18001850

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Text Amendment - Amend §17-401 to Exempt Signage Associated with Public Bike Share**

PURPOSE: **Ordinance No.: 2018-054 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 12, Signs, Sec. 17-401 Definitions, to add (7)**

Proposal: Amend the text of §17-401 to exclude signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station signage from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** TA-Public Bicycle Sharing Signage_17-401 (PDF)
- #b: 2018-054 amend Sec 17-401 Definitions to add (7) (Public Bicycle-Sharing Station) (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

City Council

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary

Amend §17-401 to Exempt Signage Associated with Public Bike Share

Proposal:	Amend the text of §17-401 to exclude signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station signage from the definition of Sign
Applicant:	Krista Hampton, Director of Planning and Development Services
Pertinent Section:	Chapter 17, Article III, Division 12, Amend §17-401– Definitions
Staff Recommendation:	Approval
PC Recommendation:	08/06/2018; Approval (5-0)
ZPH, 1st Reading:	09/18/2018; Pending
2nd Reading:	10/02/2018; Pending

DETAIL

The City of Columbia is working with sponsors to launch a bike share system. The system includes bike docks and wayfinding kiosks on which is located advertising from sponsors and others. Generally, advertising must relate to goods and services on which the message is located. This proposed text amendment, in conjunction with defining public bike share and stations, would permit sponsorship and advertising messages on kiosks associated with public bike share in the right-of-way and private property.

STAFF RECOMMENDATION

Staff recommends City Council to approve the request to amend the text of §17-401 to exclude signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station signage from the definition of Sign.

DIVISION 12. SIGNS

Sec. 17-401. Definitions.

Sign means any device designed to inform or attract the attention of persons not on the premises on which the device is located, including mobile signs and portable signs; provided, however, that the following shall not be included in the application of the regulations in this division:

(1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations.

(2) Flags, insignia of any government, and holiday/seasonal decorations, except when displayed in connection with commercial promotion.

(3) Legal notices, identification, information or directional signs erected or required by governmental bodies.

(4) Integral decorative or architectural features of buildings, except letters, trademarks moving parts or moving lights.

(5) Signs directing and guiding traffic only when such signs are located upon the same property as the location to which persons are directed or guided, and such signs shall contain no advertising matter.

(6) Non-illuminated "No Trespassing" or like other signs serving as notice from an owner or tenant to persons not on the premises that entry to the premises is prohibited or restricted, provided no sign exceeds three square feet and no property zoned single- or two-family residential contains more than four such signs.

(7) Signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station.

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-054

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 12, Signs, Sec. 17-401 Definitions, to add (7)

BE IT ORDAINED by the Mayor and Council this 4th day of April, 2017, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 12, Signs, Sec. 17-401 Definitions, Sign is amended to add (7) to read as follows:

Sec. 17-401. Definitions.

Sign means any device designed to inform or attract the attention of persons not on the premises on which the device is located, including mobile signs and portable signs; provided, however, that the following shall not be included in the application of the regulations in this division:

(1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations.

(2) Flags, insignia of any government, and holiday/seasonal decorations, except when displayed in connection with commercial promotion.

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(7) Signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 8/31/2018
18001854

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-078 - Authorizing consumption of beer and wine only at the Winter Solstice Lantern Parade and Happy Hour in the Amphitheater Area of the Riverfront Park on Friday, December 21, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-078 Winter Solstice Lantern Parade and Happy Hour (PDF)

RESOLUTION NO.: R-2018-078

Authorizing consumption of beer and wine only at the Winter Solstice Lantern Parade and Happy Hour in the Amphitheater Area of the Riverfront Park on Friday, December 21, 2018

WHEREAS, Bierkeller ("Sponsor") is sponsoring the Winter Solstice Lantern Parade and Happy Hour in the Amphitheater Area of the Riverfront Park on Friday, December 21, 2018 from 5:00 p.m. until 9:00 p.m.; and,

WHEREAS, the Council has requested permission for the use of the Amphitheater Area at Riverfront Park from 5:00 p.m. until 9:00 p.m. on Friday, December 21, 2018 for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 9:00 p.m., and for patrons to consume beer and wine only at the event during the hours of 5:00 p.m. and 8:30 p.m.; and,

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2018, that the sale of beer and wine beverages only are authorized between the hours of 5:00 p.m. and 8:30 p.m. at the event; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that during the designated time that the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall

LEGAL DEPARTMENT DRAFT

be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes 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 Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, December 21, 2018, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets 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, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

City Manager

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Last revised: 9/13/2018
18001895

DATE OF REQUEST	8/20/18 (amend7/2/18)
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Scott Burgess, Bierkeller 803.338.1599 bierkellercolumbia@gmail.com
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Winter Solstice Lantern Parade and Happy Hour
DATE(S) OF EVENTS: (monthly can be on one request)	12/21
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)	Brick and Grassy Amphitheater areas at Riverfront Park South, 312 Laurel Street Columbia 29201
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)	N/A
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	The park will not need to close to set up these events. Setup will begin at noon and clean up will be complete by 9:00pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	5-9
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p. m.)*	5:30-8:30

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 (slardis@columbiasc.net), 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.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, 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; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

1800895 R-2018-076

Riverfront Amphitheater

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CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

Both Sides of the Street

Legend

- Perimeter Clean-up Boundary
- Riverfront Amphitheater

0 62.5 125 250 375 500 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\FestivalCleanup_20180308.mxd

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-095 - Authorizing consumption of beer and wine only at Vista Lights 2018 on November 15, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-095 Vista Lights (Nov 15) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-095

Authorizing consumption of beer and wine only at Vista Lights 2018 on November 15, 2018

WHEREAS, the Congaree Vista Guild ("Guild") is hosting Vista Lights on Thursday, November 15, 2018 from 5:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Guild has requested permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, from 6:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 5:00 p.m. and 9:30 p.m.; and,

WHEREAS, the Guild has requested that the City Manager and the Parks and Recreation Director be authorized to sign the attached "Park Rules for the Congaree Vista Guild" so that the rules may be posted at all entrances into the event area; and,

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 _____, 2018, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 9:30 p.m. on Thursday, November 15, 2018; and,

BE IT FURTHER RESOLVED that the City Manager and Parks and Recreation Director are hereby authorized to sign the attached Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and that the rules shall be posted at all entrances into the event area; and,

BE IT FURTHER RESOLVED that the City's Parking Services Division shall have all parking meters within the designated festival area bagged by 3:00 p.m. on Thursday, November 15, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid

Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, 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 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street from 6:00 p.m. until 10:00 p.m., with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street from 6:00 p.m. until 10:00 p.m., with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on November 15, 2018, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the

LEGAL DEPARTMENT DRAFT

rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets 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, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Last revised: 9/13/2018
18002159

Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights (R-2018-095)

WHEREAS, Columbia City Council adopted Resolution R-2018-095 on _____, 2018, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Vista Lights to be held on Thursday, November 15, 2018 in the area commonly known as the Vista; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2018-095, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by R-2018-095 for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume beer and wine only within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2018-095; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and shall apply within the area designated as a public park and a violation thereof is unlawful:

1. Official festival tokens are required for the purchase of food and beverages within the designated park area.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume beer or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only beer and wine are permitted. No other alcoholic beverages of any kind are allowed, *unless within an area permitted by an existing encroachment ordinance which permits the serving of beer, wine and other alcoholic beverages during its normal course of business.*
8. All beer and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.

Violation of these rules may result in criminal prosecution. The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: _____ Date: _____
Randy Davis
ITS: Parks and Recreation Director

I hereby approve the foregoing park rules this ____ day of _____, 2018.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager

Last revised: 9/13/2018
18002159

DATE OF REQUEST: 8-24-18

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Meredith Atkinson meredith@vistacolumbia.com 803-730-3223

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): Vista Lights (33rd annual)

DATE(S) OF EVENTS: Thursday, November 15

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.): event will go on inside Vista businesses

LOCATION OF EVENT
(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): heart of the Vista. Gervais from Assembly to Gadsden Lincoln from Lady to Senate. Park from Lady to Senate.

STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza): 1100 & 1200 blocks of Lincoln St. (b/tw Lady & Senate) 1100 & 1200 blocks of Park St (b/tw Lady & Senate) 800-1000 blocks Gervais street (b/tw Gadsden & Assembly)

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP): 5:00 - 10:00 pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*: 5:00 - 10:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*: 5:00 - 9:30 pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), 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.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, 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; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

Vista Lights

N
W E
S

WASHINGTON ST
LADY ST
GADSDEN ST
GERVAIS ST
ASSEMBLY ST
PARK ST
LINCOLN ST
SENATE ST
WAYNE ST

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

Both Sides of the Street

Legend

Vista Lights
Perimeter Clean-up Boundary

0 62.5 125 250 375 500
Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\09172015_jrtinsley_VistaLights.mxd

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment - 2519, 2521 and 2523 Read Street, TMS# 11509-12-05**

PURPOSE: **Council District: 2**

Proposal: Request to rezone the parcel from General Residential District (RG-2) to Neighborhood Commercial District (C-2).

Applicant: Marcus Robinson, Robinson Group

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Deferred (Applicant revised application to apply for C-2 instead of C-3) 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMA_Read2519 (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**APPROVED ON FIRST READING**

CITY COUNCIL

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
2519, 2521 and 2523 Read Street, TMS# 11509-12-05

Council District: 2

Proposal: Request to rezone the parcel from General Residential District (RG-2) to Neighborhood Commercial District (C-2).

Applicant: Marcus Robinson, Robinson Group

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Deferred (Applicant revised application to apply for C-2 instead of C-3)
08/06/2018; Approval (5-0)

ZPH, 1st Reading: 09/18/2018; Pending

2nd Reading: 10/02/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.09 acres
Current Use: Barbershop/Vacant
Proposed Use: General Office Space
Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: General Residential District (RG-2)
Proposed Zoning: Neighborhood Commercial District (C-2)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area for *A Plan for the Redevelopment of East Central City* (2004). General recommendations of the plan include the preservation of the traditional single-family "core" neighborhoods; the creation of centralized neighborhood activity nodes; the preservation, enhancement, and creation of public open space; and the creation of a pedestrian friendly environment. The Plan proposed a future land use of detached single family residential (low density) for the subject property (Section 4C, page 12). The subject property is located within Cluster Four as defined by the plan, and is not within an area identified for an Activity Node (Section 4C, page 12). The subject property is located within a Tier Three Catalyst Project (Catalyst 4-4), which recommends that the site should be developed as single-family detached residential housing (Section 5, page 39).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned General Residential District (RG-2). The abutting properties in the City of Columbia are zoned General Residential District (RG-2) to the North, West, and South and General Commercial District (C-3) to the East.

The proposed zoning district is Neighborhood Commercial District (C-2).

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends to City Council to grant the rezoning of the property from RG-2 to C-2.

01/29/2017

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Future Land Use Map

2519, 2521 and 2523 Read Street, TMS# 11
Existing FLU: UCR-1

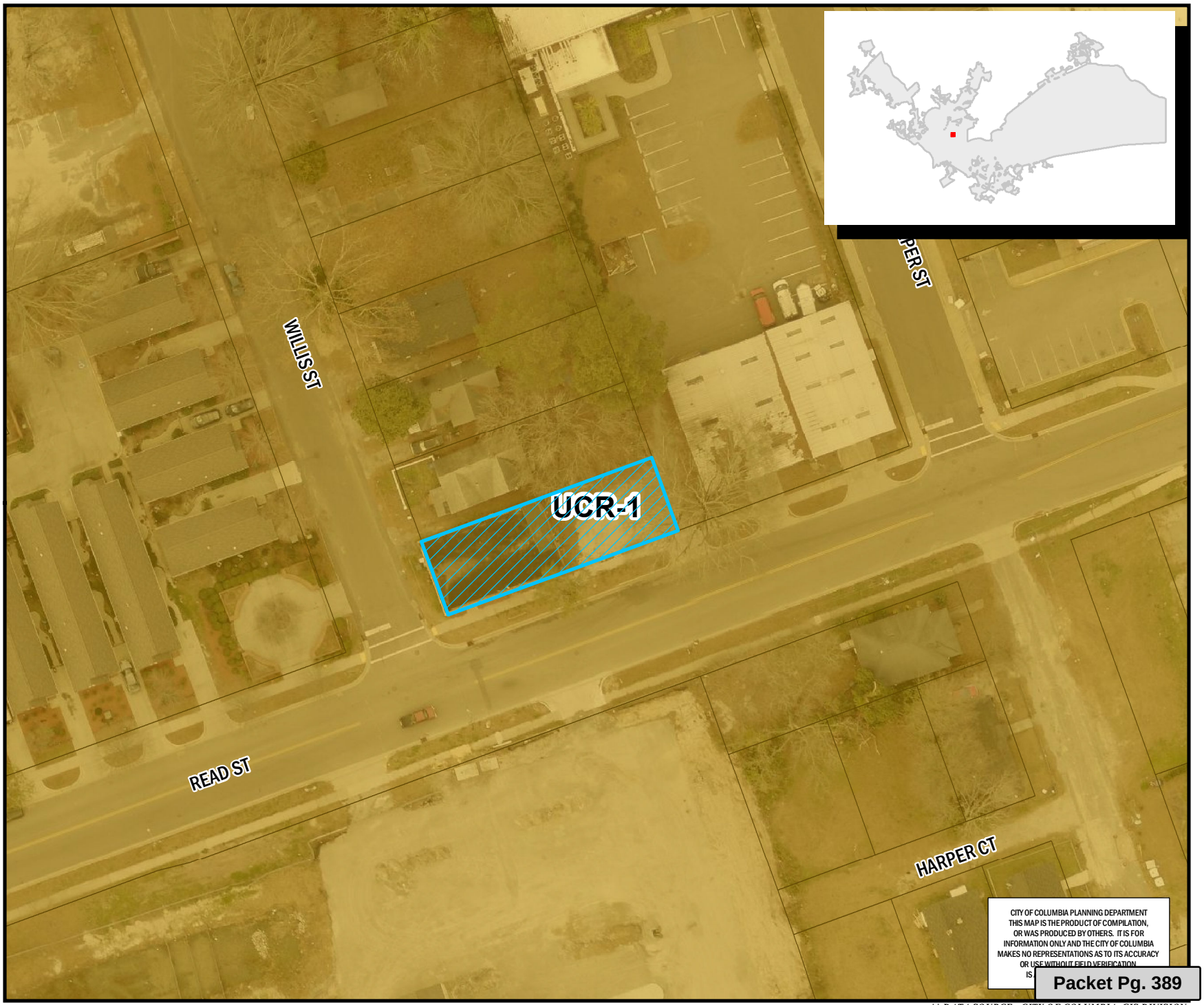
Department of Planning & Development Services

Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 15 30 60 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 29, 2018

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

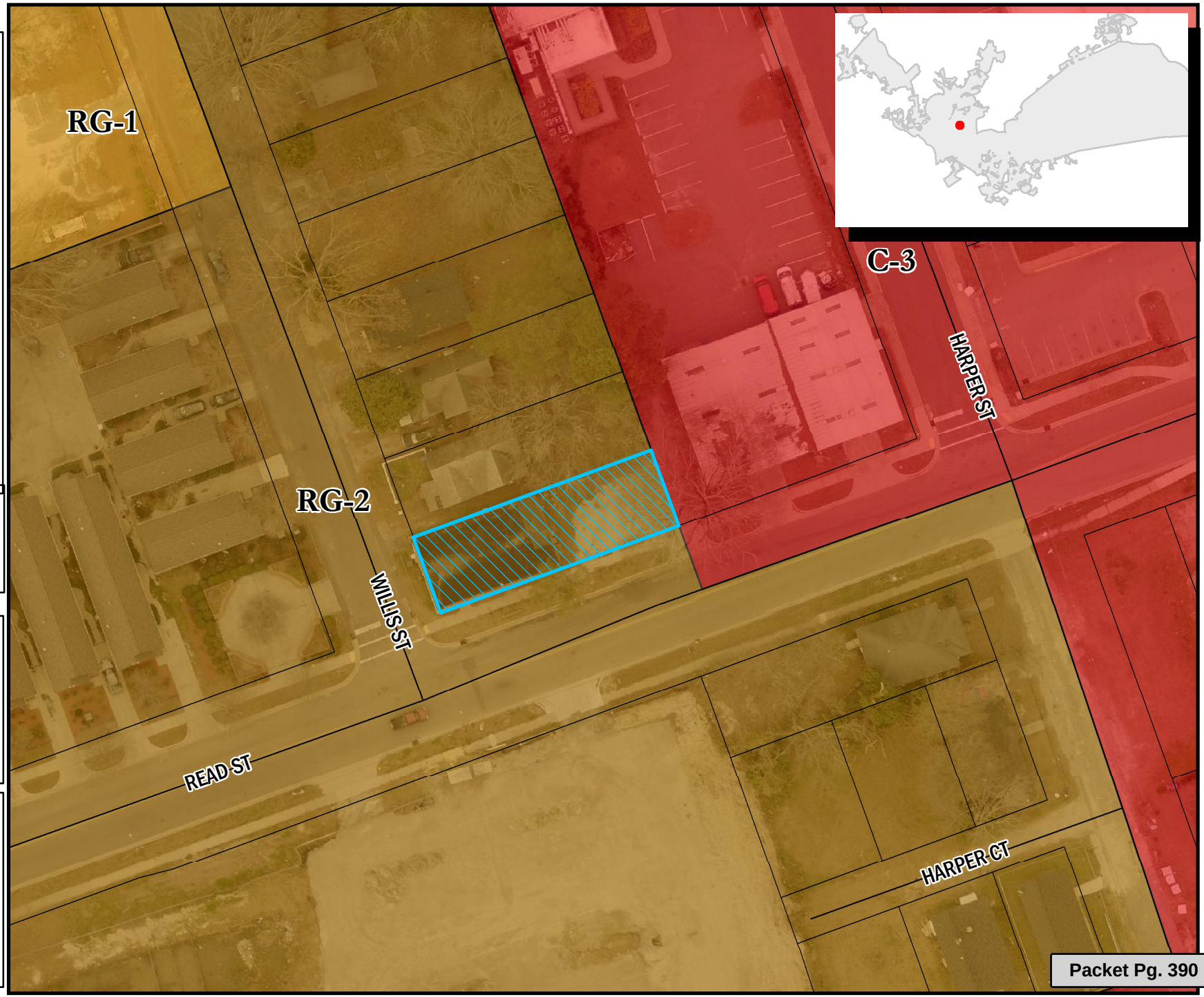
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2519, 2521 and 2523 Read Street; TMS# 11509
Existing Zoning: RG-2, Proposed Zoning: C-2

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 29, 2018

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

CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetary subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2

Table of Permitted Uses
C-2
Permitted Principal Uses
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Communication: Cable
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodginghouses on membership basis
Cemetary subdividers and developers
Paint, glass and wallpaper stores
Hardware stores
Retail nursuries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Photographic Studies, portrait

Fraternity and sorority houses

Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Advertising agences
Consumer credit reporting agences
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Radio and television repair shops
Watch and jewelry repair
Physical fitness facilities and yoga facilities
Dance studios
Offices of physicians
Medical and dental laboratories
Legal services
Libraries and information centers
Individual and family siocial services
Job training and vocational rehabilitation services
Business associations
Professional membership
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs

Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practictioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
U.S. Postal Service
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Electric substations
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Roominghouses and boardinghouses
Coin-operated laundries and dry cleaning
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Membership Sports and Recreation Clubs
Business and secretarial schools
Arboreta, botanical and zoological gardens
Museums and art galleries
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Detached One-Family Dwelling
Attached Two-Family Dwelling
Attached One-Family Dwelling

Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **National Community Planning Month Proclamation -The Honorable Mayor Stephen K. Benjamin**

REQUISITION NO.: **The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** National Community Planning Month Proc (PDF)

A Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Columbia; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Columbia and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2018 is hereby designated as Community Planning Month in the City of Columbia in conjunction with the celebration of National Community Planning Month.

National Community Planning Month

_____

Stephen K. Benjamin
Mayor

_____

Sam Davis
District I, Council Member

_____

Tameika Isaac Devine
At-Large, Council Member

_____

Howard E. Duvall, Jr.
At-Large, Council Member

_____

Edward H. McDowell, Jr.
District II, Council Member

_____

Daniel Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Public & Media Relations**

FROM: ***Leshia Utsey, Director***

SUBJECT: **Domestic Violence Awareness Month Proclamation - The Honorable Tameika Isaac Devine**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Foster a healthy quality of life**

WHEREAS, we recognize that domestic violence is a problem that plagues our communities and our neighborhoods; and

WHEREAS, South Carolina was ranked in the top five states in the nation for the rate of women killed by men, according to the recent statistics from the Violence Policy Center's report on homicide data; and

WHEREAS, Females ages 18 to 34 generally experienced the highest rates of intimate partner violence; and

WHEREAS, Men who as children witnessed their parents' domestic violence were twice as likely to abuse their own wives than sons of nonviolent parents; and

WHEREAS, Domestic violence is the leading cause of injury to women-more than car accidents, muggings, and rapes combined; and

WHEREAS, the City of Columbia recognizes the commitment of Sistercare, Inc. and the South Carolina Coalition Against Domestic Violence and Sexual Assault to provide life-saving resources to domestic violence victims and their families; and

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 2018 as

Domestic Violence Awareness Month

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

ATTACHMENTS:

- **#a:** 2018 Domestic Violence Proclamation (PDF)

A Proclamation

WHEREAS, we recognize that domestic violence is a problem that plagues our communities and our neighborhoods; and

WHEREAS, South Carolina was ranked in the top five states in the nation for the rate of women killed by men, according to the recent statistics from the Violence Policy Center's report on homicide data; and

WHEREAS, Females ages 18 to 34 generally experienced the highest rates of intimate partner violence; and

WHEREAS, Men who as children witnessed their parents' domestic violence were twice as likely to abuse their own wives than sons of nonviolent parents; and

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WHEREAS, the City of Columbia recognizes the commitment of Sistercare, Inc. and the South Carolina Coalition Against Domestic Violence and Sexual Assault to provide life-saving resources to domestic violence victims and their families; and

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 2018 as

Domestic Violence Awareness Month

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

_____

Stephen K. Benjamin
Mayor

_____

Sam Davis
District I, Council Member

_____

Tameika Isaac Devine
At-Large, Council Member

_____

Howard E. Duvall, Jr.
At-Large, Council Member

_____

Edward H. McDowell, Jr.
District II, Council Member

_____

Daniel Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Update from Fast Forward - Ms. Dee Albritton, Executive Director of Fast Forward**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Clean Water 2020 Update - Mr. Clint Shealy, Assistant City Manager for Columbia Water**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-096 - Approving the Honorary naming of the 2100, 2200 and 2300 blocks of Greene Street between Harden Street and Heidt Street "Joy Holman Way"**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** R-2018-096 honorary naming Joy Holman Way (PDF)
- #b: Joy_Homan_Honorary_Renaming_Application (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-096

Approving the Honorary naming of the 2100, 2200 and 2300 blocks of Greene Street between Harden Street and Heidt Street "Joy Holman Way"

WHEREAS, Joy Holman was born in Harlem, New York and raised by her maternal grandparents in Lexington, South Carolina; and,

WHEREAS, Ms. Holman graduated from Lexington High School in 1974, having lettered and excelled in volleyball, basketball and track, she was also a varsity football cheerleader, team captain and most valuable player for the volleyball and basketball teams, and in 1993 was inducted into the Hall of Fame for her high school basketball career; and,

WHEREAS, Ms. Holman attended Benedict College on a basketball scholarship where she served as captain and most valuable player in three sports - basketball, volleyball and softball. She also performed with the college's dance group, pledged Delta Sigma Theta and was named Ms. Basketball #6. Ms. Holman received a Bachelor of Science Degree in Physical Education in 1976 and continued her post-graduate studies at the University of South Carolina; and,

WHEREAS, Ms. Holman played both the point and wing guard positions for three years in the first women's professional basketball league in the USA the Dayton Rockettes; and,

WHEREAS, Ms. Holman worked for the City of Columbia Parks and Recreation Division as a Park Leader then as an Athletic Specialist/Program Coordinator at Valley Park (now King Park) where she also coached and played Valley Girls Basketball, co-ed softball and volleyball while also playing softball with Lexington Community Softball teams, Alet's and the Ebony Ladies out of Columbia, the latter having won national and world titles; and,

WHEREAS, in 1985 she formed the Martin Luther King Double Dutch Jump Rope Team though she knew little about the sport, growing a four member team to over 100 jumpers who went on to win 338 state of South Carolina titles, 137 world titles, 99 2nd place world titles, 29 national titles and 5 grand national titles and se five national speed records. The Lil' Special Force team currently holds the world record in speed at 447 steps; and,

WHEREAS, Ms. Holman dedicated her life's work to improving the lives of young people as a Development Program Instructor with the Babcock Center in Lexington where she worked with clients with mental and physical disabilities. She also taught physical education in the Aiken County School System in Cyril Busbee Elementary and A.L. Corbett Middle schools in Wagener, South Carolina before retiring in 2015. At Busbee she implemented a Double Dutch Program known as The Wagener Force winning state and world champions and recognition; NOW, THEREFORE,

BE IT RESOLVED this ___ day of _____, 2018, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the 2100, 2200 and 2300 blocks of Greene Street between Harden Street and Heidt Street "Joy Holman Way". The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember McDowell

_____
Mayor

Approved by:

_____
City Manager

ATTEST:

Approved as to form:

_____
Assistant City Attorney

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/25/2018
18002196

APPLICATION

We Are Columbia

HONORARY STREET/FACILITY AND SITE RENAMING

1. Name of individual or organization to be honored:

Joy Holman

2. Name of street, facility or site proposed for designation:
Please list the intersecting street. No more than two signs are permitted per designation.

Greene St — Greene St.

Harden St. — Heith St. (Heidt)

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:

TBA

5. Council Member Sponsor:
Name Edward McDowell

Edward H McDowell

FOR STAFF USE:

Council Member Sponsor: ☐ **Approved** ☐ **Rejected**

Public Works: ☐ **Approved** ☐ **Rejected**

Review Type: ☐ **Staff** ☐ **Council** _____ **Council Date**

Rev: November 2017

096

APPLICATION

We Are Columbia

HONORARY STREET/FACILITY AND SITE RENAMING

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
- ☐ Facility and site naming

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

Vivian Clark-Armstead Applicant Signature*	vivclark@bellsouth.net E-mail Address
Vivian Clark-Armstead Print Name	906 Oak St, Columbia, SC 29205 Mailing Address
803-309-6709 Phone Number	September 12, 2018 Date

Check and initial each box in this section acknowledging application requirements.

☐ VCA Signage wording cannot exceed twenty-six characters

☐ VCA Any changes to initial request must be made no more than 20 days prior to ceremony

☐ VCA Signage wording and resolution will be finalized 15 days prior to ceremony

☐ VCA Applicant must provide letter(s) of support from neighborhood association, institution or business(s) impacted by the proposed renaming street, facility or site

Rev: November 2017

Martin Luther King-Lower Waverly Neighborhood Association

Councilman Edward McDowell
City Council
September 12, 2018

Dear Councilman McDowell,

As President of the Martin Luther King Neighborhood Association, allow me to extend our support to the honorary street dedication naming of Greene Street starting at the corner of Greene & Harden and ending at the corner of Greene & Height Street in honor of Ms. Joy Holman.

This dual correspondence is submitted officially to request that City Council approve our submission that the portrait of Joy Holman be placed back on the wall of the facility. Many citizens from MLK-Lower Waverly have approached me and questioned her removal as a she is a positive legacy. We humbly request that City Council ensure that her portrait remains as a tribute to her many accomplishments.

Ms. Joy Holman dedicated her life's work to improving the lives of young people through the formation in 1985 of the Martin Luther King Double Dutch Jump Rope Team. Under her leadership, teams from different age groups won 324 state titles, 139 world titles, 28 nationals and five national speed records, according to the Double Dutch Forces website. They won several titles at last year's American Double Dutch League World Invitational Championship.

Beyond the competitive recognitions, Joy is remembered as a mentor and positive force in the lives of young people. Joy was competitive; she challenged young people to strive to do their very best. Her dedication to the sport of Double Dutch and her love of community will be an example for all of us for years to come. She was their coach, friend, mentor and example for the young people whom lives she touched. Ms. Holman also set the example for the community at large, she set the mark high for those of us who are left to carry the torch. She allowed those around her to dream, to look at the world from different places, people and things, to grow into a community that dared to care. It is with great pride and honor that we the Martin Luther King Neighborhood Association place the name of Joy Holman before you for consideration in the Honorary Street naming of Greene Street.

Respectfully,

Vivian Clark-Armstead
President-- MLK Neighborhood Association

APPLICATION

We Are Columbia

HONORARY STREET/FACILITY AND SITE RENAMING

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
- ☐ Facility and site naming

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

Vivian Clark-Armstead Applicant Signature*	vivclark@bellsouth.net E-mail Address
Vivian Clark-Armstead Print Name	906 Oak St, Columbia, SC 29205 Mailing Address
803-309-6709 Phone Number	September 12, 2018 Date

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APPLICATION

We Are Columbia

HONORARY STREET/FACILITY AND SITE RENAMING

1. Name of individual or organization to be honored:

Joy Holman

2. Name of street, facility or site proposed for designation:
Please list the intersecting street. No more than two signs are permitted per designation.

Greene St — Greene St.

Harden St. — Heith St. (Heidt)

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:

TBA

5. Council Member Sponsor:
Name Edward McDowell

Edward H McDowell

FOR STAFF USE:

Council Member Sponsor: ☐ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

Martin Luther King-Lower Waverly Neighborhood Association

Councilman Edward McDowell
City Council
September 12, 2018

Dear Councilman McDowell,

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Ms. Joy Holman dedicated her life's work to improving the lives of young people through the formation in 1985 of the Martin Luther King Double Dutch Jump Rope Team. Under her leadership, teams from different age groups won 324 state titles, 139 world titles, 28 nationals and five national speed records, according to the Double Dutch Forces website. They won several titles at last year's American Double Dutch League World Invitational Championship.

Beyond the competitive recognitions, Joy is remembered as a mentor and positive force in the lives of young people. Joy was competitive; she challenged young people to strive to do their very best. Her dedication to the sport of Double Dutch and her love of community will be an example for all of us for years to come. She was their coach, friend, mentor and example for the young people whom lives she touched. Ms. Holman also set the example for the community at large, she set the mark high for those of us who are left to carry the torch. She allowed those around her to dream, to look at the world from different places, people and things, to grow into a community that dared to care. It is with great pride and honor that we the Martin Luther King Neighborhood Association place the name of Joy Holman before you for consideration in the Honorary Street naming of Greene Street.

Respectfully,

Vivian Clark-Armstead
President-- MLK Neighborhood Association

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-097 - Approving Honorary naming of the 1600, 1700, 1800 and 1900 blocks of McFadden Street between Barhamville Road and Two Notch Road "McBride Family Way"**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** R-2018-097 honorary naming McBride Family Way(PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-097

Approving the Honorary naming of the 1600, 1700, 1800 and 1900 blocks of McFadden Street Between Barhamville Road and Two Notch Road "McBride Family Way"

WHEREAS, Willie and Catherine McBride were the proud parents of eight children who spent their formative years in Allen Benedict Court and Jaggers Terrace before moving to the family home located at 2459 Waites Road in the Jones-McDonald Neighborhood, where members of the family still reside; and,

WHEREAS, the McBride family have been residents of the City of Columbia for over seventy years, with education and church being instilled in them at a young age. The children attended and graduated from Richland District One schools and were members of and attended First Calvary Baptist Church and Second Nazareth Baptist Church, continued their educations at Allen University, Benedict College, Winthrop College, S.C. State University, Howard University, Penn State University, the University of South Carolina, Liberty University and Columbia Business College before starting their careers in the Columbia area; and,

WHEREAS, the McBride family worked to promote civic, neighborhood, religious and educational opportunities throughout the midlands area. During the Civil Rights Era Wilhelmania McBride became the first African American to work as a cashier on Main Street at Silver's Dime Store and became one of the first teachers to integrate Richland One schools; and,

WHEREAS, at one point there were eight McBride's employed in Richland School District One - Whilelmania McBride, Doris McBride Adams, Yvonne McBride, Carmen McBride Broadwater and Jeannett Wright McBride were teachers, Laurie McBride Gantt worked in technology, Wendy McBride Peters was a school nurse and Damon Jeter served on the school board. Larry McBride worked at the Human Affairs Commission, Catherine McBride Jeter was the first African American to hold the position of Executive Secretary for a committee of the South Carolina House of Representatives and later served as Executive Assistant to the first African American elected by the South Carolina General Assembly as a Commissioner at the Employment Security Commission; and Thelma McBride Tillis worked in the federal government at Fort Jackson.

WHEREAS, through their dedication to their community many have served in elected and appointed positions - Frank McBride as a member of the House of Representatives, Board of Visitors for the Citadel Military College, President and CEO of the Black United Fund of the Midlands and President and CFO of the East Central City Consortium; Wilhelmina McBride was a member of the General Assembly and served five four-year terms on the Board of Trustees for Wil Lou Gray Opportunity School and was President of the Jones McDonald Neighborhood Association; Doris McBride Adams was elected as President of the Jones McDonald Neighborhood Association upon Wilhelmina's retirement; upon the death of her husband Cecil Tillis, Thelma McBride Tillis was elected to and finished out his term with Richland County Council; Damon Jeter served on the Richland County School District One Board of Commissioners and upon his aunt Thelma Tillis' retirement ran for and was elected to the District 3 Richland County Council until 2015; upon Damon Jeter's retirement, his aunt Yvonne McBride ran for and was elected to the District 3 Richland County Council; and, Jeanne Wright McBride has served on the Richland One School Board was elected as the first African American Clerk for Richland County, is Chairman of the Board for Richland One Middle College, President of the Midland Terrace Neighborhood Association and President of the Neighborhood Council; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, the family is proud to be a part of the City of Columbia and Richland County's history and by using their God-given talent to assist others and through commitment and dedicated service, and desire to continue to serve their community for generations to come; NOW, THEREFORE,

BE IT RESOLVED this ___ day of _____, 2018, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the 1600, 1700, 1800 and 1900 blocks of McFadden Street between Barhamville Road and Two Notch Road "McBride Family Way." The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember McDowell

_____
Mayor

Approved by:

_____
City Manager

ATTEST:

Approved as to form:

_____
Senior Assistant City Attorney

_____
City Clerk

Introduced:
Final Reading:

APPLICATION

We Are Columbia

HONORARY STREET/FACILITY AND SITE RENAMING

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
- ☐ Facility and site naming

Checklist:
- ☑ Application
- ☑ Council Member Sponsor
- ☐ Letter(s) of Support

Wilhelmina McBride — Applicant Signature*
WMCBride4@sc.rr.com — E-mail Address
Wilhelmina McBride — Print Name
2459 Waites Rd. — Mailing Address
(803) 771-7852 — Phone Number
1-28-2018 — Date

Check and initial each box in this section acknowledging application requirements.

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

APPLICATION

We Are Columbia

HONORARY STREET/FACILITY AND SITE RENAMING

1. Name of individual or organization to be honored:
McBride Family

2. Name of street, facility or site proposed for designation:
Please list the intersecting street. No more than two signs are permitted per designation.

Two Notch, to Wateree - to McFadden - Bavahanville Rd.

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

4. Location, date and time of unveiling ceremony:

5. Council Member Sponsor:
Name Councilman McDowell
Edward H McDowell

FOR STAFF USE:

Council Member Sponsor: ☐ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

Rev: November 2017

TO THE MAYOR OF THE CITY OF COLUMBIA AND MEMBERS OF CITY COUNCIL:

It gives me great pleasure to endorse and support the naming of a designated portion of Waites Road to the McBride Family. The family home is located at 2459 Waites Road and is still occupied by family members.

I am the Pastor of Union Baptist Church located at 1800 Germany Street. I have known the McBride family over a period of time. They have consistently supported Union Baptist Church in this community through fellowship and public service. When there is a need for community involvement family members have shown natural leadership qualities. They have diligently served this community on the local and state level helping others solve difficult problems for many years.

This endorsement letter cannot stress enough the importance of their deep commitment to this community.

Sincerely,

Reverend Henry Edmonds, Pastor
Union Baptist Church

TO THE MAYOR OF THE CITY OF COLUMBIA AND MEMBERS OF CITY COUNCIL:

It is an honor and a privilege to endorse and support the naming of a designated portion of Waites Road to the McBride Family. The family has lived in this community for more than 70 years. The family home is located at 2459 Waites Road and is still occupied by family members.

I am a local business owner in the community and have known this family for many years. They have diligently served this community on the local and state level for many years.

This endorsement letter cannot stress enough the importance of their civic contribution to this community.

Sincerely,

Harold Howard, Owner/Operator
Howard's Garage & Towing Service

THURSDAY, DECEMBER 16, 2004

The State
COLUMBIA · SOUTH CAROLINA

Following in familiar footsteps

Politics is a family affair for one north Columbia clan

By DAWN HINSHAW
Staff Writer

A FAMILY ACTIVE IN POLITICS

When former school board member Damon Jeter moves to a seat on Richland County Council in January, he'll be playing musical chairs with members of his well-known, north Columbia family.

Tillis

Jeter, a 37-year-old lobbyist, is taking over a seat vacated by his aunt, Thelma Tillis.

And the person filling Jeter's seat on the Richland 1 school board? His aunt, Jeanette McBride, a community activist and retired teacher.

In politics, a family name can almost become "a brand name," said Brad Gomez, a political science professor at USC.

Jeter

And while there are some twists to this particular story, a line of succession is common among politically active families, from the Kennedys nationally to the Sheheens, Louries and McBrides locally.

There are layers to the explanation of how success in politics is handed from one generation to the next.

"It's a function of family values, in many ways; whether families value public service," Gomez said. "And politics is a family event. You don't get involved in politics without your spouses and children."

McBride

Among voters, he said, a familiar name imparts a sense of trust and reliability — and makes it easy to figure out which lever to push.

For the McBrides, both of those explanations ring true.

SEE JETER PAGE 2

JETER

FROM PAGE 1

Jeter, whose mother was a McBride, said he began working in campaigns when he was about 10, and politics "just kind of rubbed off."

"I remember as a kid having to walk door-to-door. Knocking on doors, asking people to please go vote, handing out literature," he said.

Jeter said he grew up in a large family, one that likes to debate ideas and issues. "I developed a keen sense of when to shut up and when to listen."

At 31, he won a seat on the Richland 1 school board, serving six years before running for County Council this year in the Nov. 2 election.

Jeter said he likes the strategy involved in running a campaign, figuring out the issues that are important to voters and coming up with answers to problems.

His signature as a school board member has been a gregarious nature that stood out among his more reserved colleagues.

To get to the county level in politics, Jeter admits with a laugh that he pressed Tillis to give up her seat.

Tillis, 65, had finished the term of her late husband, Cecil Tillis, who died in office. She said her nephew always made it clear he'd run when she threw in the towel, which she did after six years on the County Council.

"He called me. He'd say, 'Are you going to run?' and he kept up. 'Are you going to run?'

"He called me two or three times," Tillis said.

Jeter, who's single, lives right next-door to his Aunt Jeanette.

"When the guy comes to cut her grass . . . we split the tab" on the side yard, he said. "That's how close we are."

In November, another aunt ran for a seat on the school board, appealing to voters throughout the district. McBride won more votes than any of her five competitors.

Her family's been in north Columbia so long, she said, just about everyone knows them. "I had people who could vouch for me."

McBride, now 59, began working in the civil rights movement as a young woman, then in the schools as a young mother. In recent years, she's devoted her energies to her neighborhood organization.

She was about ready to retire from her teaching post when she saw an opening on the school board — and took a chance on serving in local government.

She was sworn-in Nov. 8.

A 27-year veteran of the classroom, McBride doesn't see herself moving to any other positions. The school board is probably it.

Her husband, former state legislator Frank McBride, has a legacy of public service marred by his conviction in a 1991 vote-buying scandal.

Today, he volunteers on a number of community-related boards but said he's left politics behind — except for helping his wife get re-elected, when the time comes.

"She'll probably want to be on the school board for awhile," said McBride, 61.

Wife Jeanette said there's a reason for that. "It's a family passion."

Reach Hinshaw at (803) 771-8641 or dhinshaw@thestate.com.

Post Office Box 4600
Columbia, SC 29240
February 14, 2018

The Honorable Stephen K. Benjamin, Mayor
Members of City Council
The City of Columbia, South Carolina
1737 Main Street
Columbia, SC 29201

Dear Mayor Benjamin and Members of City Council:

Please accept this correspondence as full endorsement and support of the naming of a designated portion of Waites Road in the Jones-McDonald neighborhood in honor of the McBride family. The McBride family has lived in and contributed to this community for over 70 years. The family home, located at 2459 Waites Road, has been occupied by McBride family members for more than 50 years.

I have known the McBrides for almost 60 years and I have worked and served with various members of the family in several different civic and public service activities. Wilhelmina McBride currently serves as president of our Jones-McDonald Neighborhood Association, her sister, Yvonne McBride, serves on Richland County Council and a sister-in-law, Jeanette McBride, serves as Richland County Clerk of Court. The entire family seems to value service to others and to the community.

I am sure that the entire Jones-McDonald neighborhood will be in full support of this special recognition for this special family.

Sincerely,

Alexzena Irving Furgess, Vice President
The Jones-McDonald Neighborhood Association and
The Edgewood Community Improvement Cooperative Council

the first teachers to integrate Richland One schools. At one point and time in the family history there were eight McBride's employed in Richland School District One. Wilhelmina McBride, Doris McBride Adams, Yvonne McBride, Carmen McBride Broadwater and Jeanette Wright McBride were teachers. Laurie McBride Gantt worked in technology, Wendy McBride Peters was a school nurse and Damon Jeter served on the school board. Larry McBride worked at the Human Affairs Commission, Catherine McBride Jeter was the first African American to hold the position of Executive Secretary for a committee of the S.C. House of Representatives and later served as Executive Assistant to the first African American elected by the S.C. General Assembly as a Commissioner at the Employment Security Commission, and Thelma McBride Tillis worked in the federal government at Fort Jackson South Carolina. All of these positions were service jobs that helped set the stage for progress in the black community.

Frank McBride and other family members worked with and helped to promote civic, neighborhood, religious, and educational opportunities through service in varied ways throughout the years right here in our capitol city.

ELECTED & APPOINTED OFFICIALS

- **Frank McBride**, elected to the S. C. House of Representatives, served on the Board of Visitors for the Citadel Military College, Charleston, SC, President & CEO of the Black United Fund of the Midlands, President & CFO of the East Central City Consortium
- **Wilhelmina McBride**, elected by the General Assembly and served 5 four year terms on the Board of Trustees for Wil Lou Gray Opportunity School, President of the Jones McDonald Neighborhood Association.
- **Doris McBride Adams**, upon Wilhelmina's retirement, Doris McBride Adams became a candidate for her seat and was elected. She presently holds that position.
- **Thelma McBride Tillis**, upon the death of her husband, Richland County Councilman, **Cecil Tillis,** was elected to finish out his term on Richland County Council.

The passion for service has continued with the McBride Family since the 2004 newspaper article was written. Willie and Catherine McBride were the proud parents of eight children. They all had their formative years as residents of the Columbia Housing Projects (Allen Benedict Court and Jaggers Terrace). All the siblings and their children graduated from Richland District One schools. Upon graduation from high school they have attended Allen University, Benedict College, Winthrop College, S.C. State University, Howard University, Penn State University, University of South Carolina, Liberty University and Columbia Business College. Education and church (First Calvary Baptist & Second Nazareth Baptist Church). were top priorities for the family.

1960 thru 2017

During the Civil Rights Era, when Blacks fought hard, demonstrated and some died for equal rights, integration was an important component in moving forward. Wilhelmina McBride was the first African American to work as a cashier on Main Street in Columbia at Silver's Dime Store. It may seem insignificant for some today, but Richland County African Americans were very proud to see her in that position. Silver's was the place where African Americans came to cash their checks and buy food, clothes and other family necessities. She later was among

- **Damon Jeter**, elected to the Board of Commissioners Richland County School District One. When his aunt, Thelma Tillis did not offer for re-election, he ran for the District 3 seat & was elected to serve 3 four year terms on Richland County Council. He did not offer for re-election in 2016.
- **Yvonne McBride**, upon her nephew, Damon Jeter's retirement in 2016, elected to serve a 4-year term on Richland County Council, District 3.
- **Jeanette Wright McBride**, elected to the Richland One School Board, elected and became the first African American Clerk of Court for Richland County, now serving her third, 4-year term, Chairman of the Board for Richland One Middle College, President of the Midland Terrace Neighborhood Association and President of the Neighborhood Council.

The passion and commitment of helping others and raising the bar to be an inclusive part of what is happening in our city and state, the family is proud to be a part of Richland County's History & Progress through the years. Making good things happen through commitment and dedicated service is who we are. We want to see everyone reach his/her highest potential. If you have a God-given and blessed talent, use it to lift someone up.

We are a family of diverse capabilities and with a love for God and Humanity, stay tuned we are not finished yet. We love our community and state, and will continue to serve for generations to come.

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-068 - Resolution of the City Council of the City of Columbia, South Carolina, Approving the Issuance by the Public Finance Authority of not to exceed $15,500,000 Public Finance Authority Multifamily Housing Revenue Bonds, in One or More Series, Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended; Providing Certain Other Matters In Connection Therewith; and Providing an Effective Date**

PURPOSE: **The Public Hearing was held on August 14, 2018.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Hearing Request Letter (Riverside) (PDF)
- #b: R-2018-068 Riverside Apartments 3245 Lucius RdTEFRA (PDF)

HISTORY:

08/14/18 **Columbia City Council** **DEFERRED**

The Public Hearing was opened at 6:54 p.m.

No one appeared in support of or in opposition to this matter.

The Public Hearing was closed at 6:54 p.m.

Dinsmore

Legal Counsel.

DINSMORE & SHOHL LLP
255 East Fifth Street Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

Alexandra Rock
(513) 977-8472 (direct) ^ (513) 621-3813 (fax)
alexandra.rock@dinsmore.com

June 15, 2018

Ms. Erika Moore
City Clerk
1737 Main Street
Columbia, SC 29201

Re: Final Public Hearing and Approval Request for Riverside Apartments

Dear Ms. Moore:

Dinsmore & Shohl LLP ("Dinsmore") has been retained to serve as Bond Counsel in connection with the proposed issuance of tax-exempt bonds (the "Bonds") by the Public Finance Authority (the "Authority") to National Housing Preservation Advisors, LLC, a Colorado limited liability company, or its successors or assigns (the "Borrower"). The Borrower plans to acquire, rehabilitate and improve Riverside Apartments, located at 3245 Lucius Road, Columbia, South Carolina 29201 (the "Project"), for the benefit of current and future tenants. In connection with this financing, the Authority is also financing two additional properties located in South Carolina and Louisiana, respectively.

To proceed with the Project, Dinsmore now seeks the final approval of the Bonds by the City Council (the "Council") of Columbia, South Carolina (the "City"). A draft of the resolution which is intended to evidence the City's final approval of the issuance of the Bonds by the Authority is attached hereto as ***Exhibit A***.

In order for a private Borrower to take advantage of the low interest rates afforded them through the issuance of federally tax-exempt revenue bonds, they must first demonstrate that a governmental entity having jurisdiction over the project has held a public hearing and approved of the issuance of the bonds. The process, named after the federal Tax Equity and Fiscal Responsibility Act of 1986 ("TEFRA"), is simply a means to provide the public the opportunity to comment on the bond issuance and does not make the government entity holding the TEFRA hearing liable in any way for the bonds or their issuance.

The payment of the Bonds will be the sole responsibility of the Borrower. Since the Project is located within the City, we are required to request that the City approve the Authority's utilization of bond proceeds within your jurisdiction for the benefit of your constituents.

We ask that the Council hold a public hearing to adopt a resolution approving the utilization of resources to assist the improvement of the Project. The hearing may be conducted together with a regularly scheduled Council meeting or held separately. During this TEFRA Hearing, interested persons must be given an opportunity to participate.

Dinsmore will draft and publish the notice of public hearing (the "TEFRA Notice"), a form of which is enclosed as ***Exhibit B***, which has been drafted to meet the requirements of Internal Revenue Code of 1986, as amended (the "Code"). This notice must be published in a newspaper of general circulation at least fourteen (14) days prior to this public hearing.

We appreciate your consideration and assistance in moving this Project towards completion. Should you have any questions or concerns, please do not hesitate to call me directly at (513) 977-8472 or email alexandra.rock@dinsmore.com.

Very truly yours,

Alexandra Rock

RESOLUTION NO.: R-2018-068

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, APPROVING THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF NOT TO EXCEED $15,500,000 PUBLIC FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, 2018 IAVF Riverside LLC, a South Carolina limited liability company, or its successors or assigns (the "Company"), has represented to the City Council of the City (the "City Council") that it desires to finance or coordinate the financing of the acquisition and renovation of (1) a multifamily residential rental facility for individuals and families of low or moderate income located within the corporate limits of the City of Columbia, South Carolina (the "City"), located at 3245 Lucius Road, Columbia, South Carolina and known as Riverside Apartments (the "Riverside Project") and (2) two additional multifamily residential rental properties located in Utah and Louisiana, respectively (the "Other Projects" and together with the Riverside Project, the "Projects"); and

WHEREAS, the Company has further represented to the City Council that substantial cost savings would be recognized by financing the Projects through a single plan of financing consisting of the issuance by the Public Finance Authority (the "Issuer"), a Wisconsin bond issuing commission created under Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes (the "Act"), of its multifamily housing revenue bonds, in one or more series, in the aggregate principal amount not to exceed Fifteen Million Five Hundred Thousand and No/100 ($15,500,000.00) Dollars (the "Revenue Bonds") to finance the Projects; and

WHEREAS, the Company has further represented to the City Council that a portion of the proceeds of the Revenue Bonds would be used for the purpose of (a) financing the cost of acquisition and renovation of the Riverside Project and (b) paying certain costs of issuance of the Revenue Bonds, and the balance of the proceeds of the Revenue Bonds would be used to finance the Other Projects; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Revenue Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds are to be issued and the governmental unit having jurisdiction over the area in which the bond financed property is located; and

WHEREAS, the City Council constitutes the elected legislative body of the City and the Company has represented to the City Council that it is the applicable elected representative

required to approve the issuance of the Revenue Bonds for the purpose of financing the Riverside Project within the meaning of Section 147(f) of the Code; and

WHEREAS, the Company has represented to the City Council that the Issuer, as the issuer of the Revenue Bonds, has approved or will approve prior to the issuance of the Revenue Bonds, the issuance of the Revenue Bonds and the financing of the Projects consistent with all applicable requirements of federal and state law (including but not limited to Section 147(f) of the Code); and

WHEREAS, the Company has requested the City Council, pursuant to Section 147(f) of the Code and Section 66.0304(11)(a) of the Act, to approve the issuance by the Issuer of the Revenue Bonds for the purpose of providing funds to the Company to finance the Riverside Project; and

WHEREAS, on July 27, 2018, the Company published in *The State*, a newspaper of general circulation in the City (the "Jurisdiction"), a notice of public hearing to be held on Tuesday, August 14, 2018, at 6.00 p.m. or as soon thereafter as such matters may be heard in the City Council Chambers of the City Hall of the City of Columbia, 1737 Main Street, Columbia, South Carolina, to consider the issuance by the Issuer of the Revenue Bonds and nature of the Riverside Project to be financed with a portion of the proceeds of the Revenue Bonds; and

WHEREAS, the public hearing so noticed, as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A, was duly held by the City Council on August 14, 2018, during which hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Revenue Bonds and the use of a portion of the proceeds thereof to finance the Riverside Project;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this 4th day of September, 2018, as follows:

Section 1. The issuance by the Issuer of the Revenue Bonds in an aggregate amount not to exceed $15,500,000 for the purpose of providing funds to the Company to finance the Riverside Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public was held on August 14, 2018, for which the Company has represented to the City Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Company to the Jurisdiction in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Company or the financial viability of the Riverside Project, (ii) a recommendation to any prospective purchaser to purchase the Revenue Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Revenue Bonds, or (iv) approval of any building or other regulatory permits relating to the Riverside

Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Revenue Bonds shall not constitute an indebtedness of the State of South Carolina, the City or any political subdivision thereof, but shall be payable solely from revenues of the Company pledged to the payment of the Revenue Bonds. The approval by the City Council of the issuance of the Revenue Bonds by the Issuer to finance the Riverside Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Revenue Bonds or the acquisition and renovation of the Riverside Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. That all ordinances, resolutions or orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby superseded.

Requested by:

Assistant City Manager Palen

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

EXHIBIT "A"
NOTICE OF PUBLIC HEARING
RESOLUTION NO.: R-2018-068

You are hereby notified that on the 14th day of August, 2018, at 6:00 p.m. or as soon thereafter as such matters may be heard in the City Council Chamber at the City Hall of the City of Columbia, 1737 Main Street, Columbia, South Carolina 29201, the Mayor and City Council (the "City Council") of the City of Columbia, South Carolina (the "City") will hold a public hearing on the proposed issuance by the Public Finance Authority (the "Issuer") of its multifamily rental housing revenue bonds, in one or more series, in the aggregate principal amount not to exceed $15,500,000 (the "Revenue Bonds") for the purposes described below.

The proceeds of such Revenue Bonds, when and if issued, will be loaned by the Issuer to 2018 IAVF Riverside LLC, a South Carolina limited liability company (the "Company"). A portion of the proceeds of the Revenue Bonds will be used by the Company to finance the acquisition and renovation of a multifamily residential rental property located at 3245 Lucius Road, Columbia, South Carolina and known as Riverside Apartments (the "Project") and to finance the costs of issuance incurred in connection with the Bonds. The initial owner, operator or manager of the Facility is expected to be the Company.

The public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The public is invited to present their comments at the time and place set forth above. The hearing is being held for the purpose of affording all taxpayers or residents of the City of Columbia, South Carolina, and other interested persons, an opportunity to express their views, both orally and in writing, on the proposed issuance of the Revenue Bonds by the Issuer and the nature and location of the Project funded with proceeds of the Revenue Bonds. Any person interested in the proposed issuance of the Revenue Bonds by the Issuer or the location or nature of the Project may appear and be heard at the public hearing.

THE REVENUE BONDS WILL NOT CONSTITUTE AN INDEBTEDNESS OF THE STATE OF SOUTH CAROLINA, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF, but will be payable by the Issuer solely from revenues of the Company pledged to the payment of the Revenue Bonds. The Revenue Bonds will not constitute a charge against the general credit of the State of South Carolina, the City or any political subdivision thereof or the taxing powers of the State of South Carolina or the City.

Comments made at the hearing and the meeting are for the consideration of the City Council and will not bind any legal action to be taken by the City Council in connection with the consideration and approval of the issuance of the Revenue Bonds by the Issuer.

PUBLIC FINANCE AUTHORITY
CITY OF COLUMBIA, SOUTH CAROLINA

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-092 - Authorizing the City Manager to accept a Quit-Claim Deed from Santee Saluda, LLC for the transfer of Parcel C containing approximately 0.03 acre located on the southern side of Blossom Street and Santee Avenue adjacent to Richland County TMS #11308-10-01 and to authorize the City Manager's execution of documents to consummate the transfer**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** Centennial Plaza Memo (PDF)
- #b: R-2018-092 accept Parcel C Blossom St & Santee Ave from Santee Saluda LLC (PDF)

We Are Columbia

TO: TERESA WILSON, CITY MANAGER

FROM: MELISSA GENTRY, PE, ASSISTANT CITY MANAGER

SUBJECT: CENTENNIAL PLAZA RELATED PROPERTY TRANSACTION / COUNCIL ACTION ITEMS

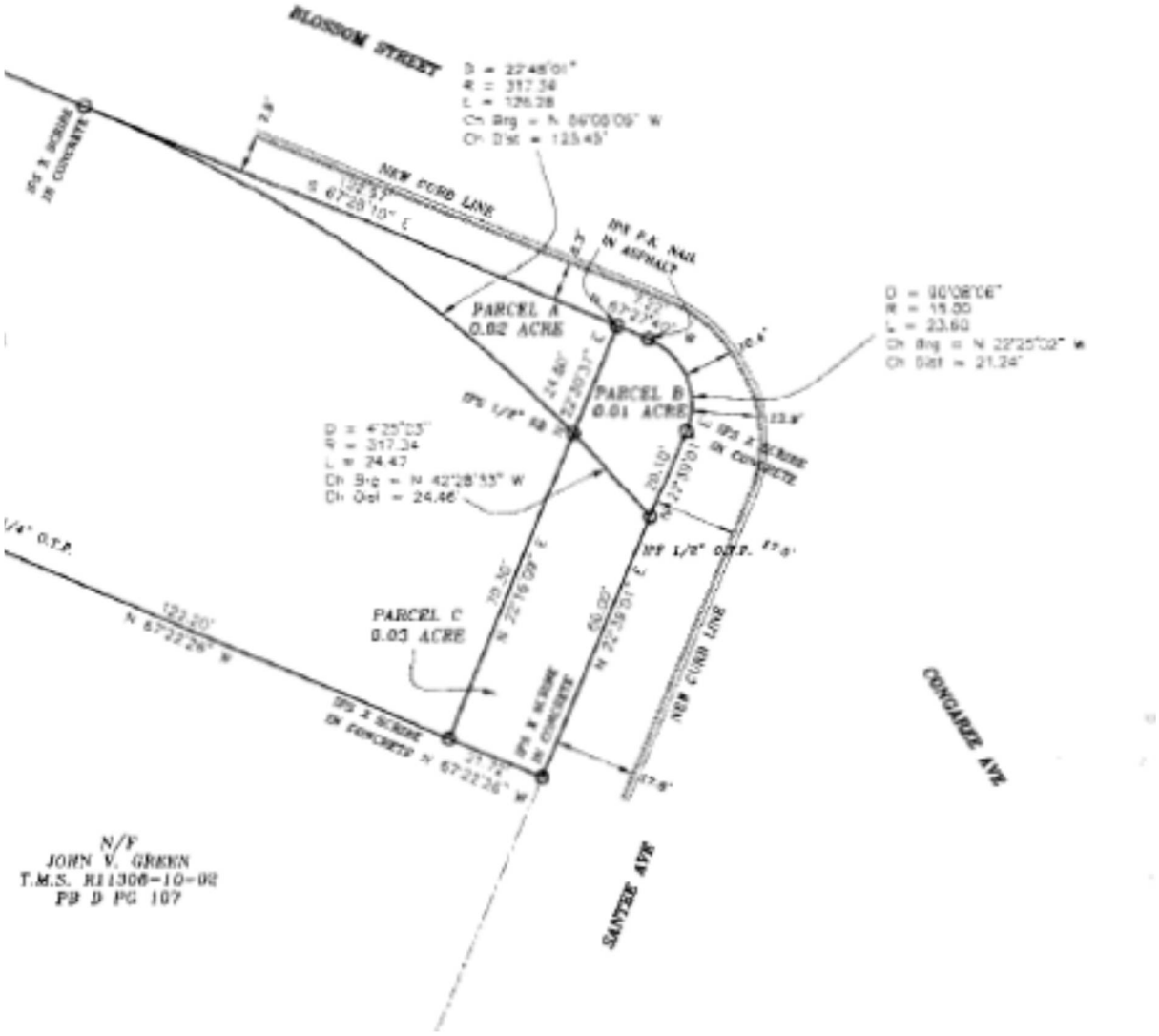
DATE: 9/25/2018

Several years back, the Five Points Association undertook an initiative to create Centennial Plaza in recognition of their 100-year anniversary. In doing so, they reached out to the City and State to gain support of the plan and to discuss the need for property swaps that would allow the most effective design of the plaza based on the layout of the green space available at the corner of Blossom St and Santee Ave instead of limiting the footprint of the plaza to property within the right of way. Upon confirmation by all of the property owners involved, the plaza design and construction proceeded forward in order to meet the schedule for the Veteran's Day celebration and unveiling of the statue honoring Col Jack Van Loan.

The project moved forward with an understanding the property transactions would occur in a manner that would result in the plaza being on City owned property once all property transactions were complete. The table below along with the plat that follows provides a clear process by which the property transactions need to occur in order to accomplish that goal.

Parcel	Current Owner	Future Owner	Process Involved in Transfer	Target Date for Council Action
A	SCDOT	Santee Saluda LLC	Resolution (one reading) for City to accept deed from SCDOT, Ordinance (two readings) for City to transfer deed to Santee Saluda LLC	• Resolution 9/18 • Ordinance First Reading 9/18 • Ordinance Second Reading 10/2
B	SCDOT	City	Resolution (one reading) for City to accept deed from SCDOT	• Resolution 9/18
C	Santee	City	Resolution (one reading) for City to accept deed from Santee Saluda LLC	• Resolution 10/2

We Are Columbia



LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-092

Authorizing the City Manager to accept a Quit-Claim Deed from Santee Saluda, LLC for the transfer of Parcel C containing approximately 0.03 acre located on the southern side of Blossom Street and Santee Avenue adjacent to Richland County TMS #11308-10-01 and to authorize the City Manager's execution of documents to consummate the transfer

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City Manager is authorized to accept a Quit-Claim Deed from Santee Saluda, LLC for the transfer of Parcel C containing approximately 0.03 acre on the southern side of Blossom Street and Santee Avenue, shown on a plat prepared for KZ Blossom Street Associates, LLC by Survey One, LLC, Russell S. Owens, S.C. R.L.S. #19404, dated August 23, 2016, last revised February 12, 2018; and,

BE IT FURTHER RESOLVED that the Mayor and Council hereby authorize the City Manager to execute any other documents necessary, as approved by the City Attorney, in order to consummate the transfer of the referenced property.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/17/2018
18002116

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the Quit Claim Deed from Santee Saluda, LLC as Grantor to the City of Columbia as Grantee this ___ day of _____, 20__.

_____ SC Bar No.: _____

STATE OF SOUTH CAROLINA	)	TITLE TO REAL ESTATE
	)	QUIT-CLAIM DEED
COUNTY OF RICHLAND	)	(Resolution No.: R-2018-096)

Know All Men by These Presents, that the **Santee Saluda, LL**C (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of One ($1.00) Dollar and the swap of properties between the Grantor and Grantee, CITY OF COLUMBIA (hereinafter whether singular or plural the "Grantee"), the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto:

CITY OF COLUMBIA, its successors and assigns:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Richland, in the city of Columbia, located on the southern side of Blossom Street (S40-198) near its intersection with Santee Avenue, containing a total of approximately 0.03 of an acre of land and described as follows, to-wit:

Parcel C (containing 0.03 of an acre) beginning at an iron pin on the common boundary of the northwestern right-of-way of Santee Avenue, the southernmost property corner of Parcel B (portion of Richland County TMS#11308-10-01), and the northeastern property corner of the subject parcel; thence extending therefrom N42º28'33"W along the common boundary of the southwestern property line of said Parcel B and the northeastern property line of the subject parcel, for a distance of twenty-four and forty-six hundredths (24.46) feet to an iron pin on the northernmost property corner of the subject parcel; thence extending therefrom S22º16'09"W along the common boundary of the southeastern property line of Richland County TMS#11308-10-01 and the northwestern property line of the subject parcel, for a distance of seventy and thirty hundredths (70.30) feet to an iron pin on the southwestern property corner of the subject parcel; thence extending therefrom S67º22'26"E along the southwestern property line of the subject parcel, for a distance of twenty-one and seventy-two hundredths (21.72) feet to an iron pin on the southernmost property corner of the subject parcel; thence extending therefrom N22º39'01"E along the common boundary of the northwestern right-of-way of Santee Avenue and the southeastern property line of the subject parcel, for a distance of sixty (60) feet to the point of beginning.

Be all measurements a little more or less.

Being more clearly shown and delineated on a plat of Subdivision Survey of Parcels A, B and C at the intersection of Blossom Street and Santee Avenue, dated August 23, 2016, last revised February 12, 2018, prepared for KZ Blossom Street Associates, LLC by Survey One, LLC, Russell S. Owens, S.C. R.L.S. #19404, and recorded in Plat Book ____ at Page ____ in the office of the Register of Deeds for Richland County; also being on file in the Office of the City of Columbia, Department of Engineering under file reference #251-114. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

This conveyance is made subject to any and all utilities located thereon, ordinances, conditions, covenants, reservations, easements, rights-of-way, restrictions, encroachments, surveys and plats of the subject property, including but not limited to the plat referred to herein, or any other matters of

record which affect the subject property, as well as any violation of the same and such matters as would be disclosed by an inspection and accurate survey of the property.

DERIVATION: Being a portion of the property conveyed to KZ Blossom Street Associates, LLC by deed recorded on December 1, 1994 in the office of the Register of Deeds for Richland County in Deed Book D1231 at Page 612.

TAX MAP NUMBER: 11308-10-01 (Portion)

PREPARED BY: City of Columbia - Real Estate Division

GRANTEE'S ADDRESS: City of Columbia
c/o Finance Department
Post Office Box 147
Columbia, SC 29217

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns forever, the subject property and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor.

WITNESS the hand and seal of the Grantor by the undersigned this ___ day of _____, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

Santee Saluda, LLC

By: _____
Name: _____
(Print Name)
Title:_____
(Print Title)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____ of _____ on behalf of the within-named
(Name and Title of Officer) (City and State)

Grantor.

_____
Notary Public for South Carolina
My Commission Expires: _____

GN; CF#251-114

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred is located at **Parcel C containing 0.03 of an acre of land and being a portion of TMS#11308-10-01, Columbia, SC 29205 in Richland County,** being identified as **Richland** County Tax Map Number **11308-10**, was transferred by the **Santee Saluda, LLC** to the **City of Columbia** on _____, 2018.

3. Check one of the following: The deed is

__ exempt from the deed recording fee because property transferred to _____ (Exemption No. 2).

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit.):

X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $**0 (property swap of equal value)**.

5. Check Yes ___ or No **X** to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $0
(b) Place the amount listed in item 5 above here: $0
(If no amount is listed, place a zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: $0

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $0.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____.

I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand ($1,000.00) Dollars or imprisoned not more than one year, or both.

_____
RESPONSIBLE PERSON CONNECTED WITH THIS TRANSACTION

_____
(Print or Type Name Here)

SWORN to before me this _____ day of _____, 2018.

_____
Notary Public for South Carolina
My Commission Expires: _____

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-093 - Authorizing the City Attorney's Office to institute a civil action in the Richland County Court of Common Pleas against Richland County seeking a determination as to the responsibility of stormwater maintenance lines on private property wherein the County has an easement but the property is located within the municipal limits**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** R-2018-093 stormwater maintenance on private property (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-093

Authorizing the City Attorney's Office to institute a civil action in the Richland County Court of Common Pleas against Richland County seeking a determination as to the responsibility of stormwater maintenance lines on private property wherein the County has an easement but the property is located within the municipal limits

WHEREAS, the City intends to file a declaratory judgment action concerning the maintenance responsibility for storm drainage facilities on private property for which Richland County holds the easement, but the property on which they sit has been annexed into the City of Columbia; and,

WHEREAS, the City annexes parcels of property upon which there are storm drainage facilities under easement to Richland County; and,

WHEREAS, the Defendant Richland County obtained such easements by contract or consideration with the private property owners; and,

WHEREAS, it is necessary to file a civil action in order to get a declaratory judgment from the Court to determine which entity is responsible for the maintenance of stormwater lines on private property within the corporate limits of the City of Columbia for which Richland County holds the easement; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018 that the City Attorney is authorized to institute and prosecute a civil action, with or without a jury, in the Richland County Court of Common Pleas against Richland County, seeking declaratory judgment and injunctive relief regarding the maintenance responsibility for storm drainage facilities on private property for which Richland County holds the easement, but the property on which they sit has been annexed into the City of Columbia.

Upon the commencement of the civil action, the City Attorney is further authorized to request or consent to a referral of this matter to the Richland County Master-in-Equity.

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/25/2018
18002223

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-098 Certifying Various State-Owned Buildings 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 located at Bull Street, Richland County TMS #09113-16-02, #11404-10-02, #11404-10-03, #11501-01-01, #11501-02-01, #11501-05-01**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** R-2018-098 Certify Bull Street properties as Abandoned Building sites (PDF)

RESOLUTION NO.: R-2018-098

Certifying various state-owned Buildings 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 located at Bull Street, Richland County TMS #09113-16-02, #11404-10-02, #11404-10-03, #11501-01-01, #11501-02-01, #11501-05-01

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

(8) "State-owned abandoned building" means an abandoned building and its ancillary service buildings or a project consisting of one or more abandoned buildings, the aggregate size of which is greater than fifty thousand square feet, that has been abandoned for more than five years, and, prior to the taxpayer's acquisition of such building, was most recently owned by the State, or an agency, instrumentality, or political subdivision of the State. For purposes of this definition, the taxpayer shall include any entity under common control or common ownership with the taxpayer; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local real property taxes; and,

WHEREAS, Bull Street Development, LLC ("BSD") is the developer of (i) real property known as the Bull Street Development located on or around Bull Street in Columbia, South Carolina, which property is further identified in part by Richland County Tax Maps as portions of the TMS Nos. below (collectively, the "Property"); and,

WHEREAS, this list of Building Sites includes:

Williams Building (14) TMS:11501-01-01
Consumer Rehab (15) TMS: 09113-16-02
Chapel of Hope (16) TMS: 11501-01-01
Canteen (22) TMS: 11501-01-01
Benet Auditorium (23) TMS: 11501-02-01
Horger Library (23) TMS: 11501-02-01
Trezevant Building (24) TMS: 11501-02-01
Pest Control Building (25) TMS: 11501-01-01
Storage/Clean Linen (31) TMS: 11501-01-01
Storage/Soiled Linen (32) TMS: 11404-10-03
Ice Cream Plant (33) TMS: 11501-01-01
Grounds Shed (35) TMS: 11404-10-02
Lock Shop (36) TMS: 11404-10-02
Mattress Shop (37) TMS: 11501-05-01
Car Shed (41) TMS: 11501-01-01
Grounds Greenhouse (45) TMS: 11501-01-01
Small Project Shop (47) TMS: 11501-01-01
Storage #1 (48) TMS: 11404-10-03
Storage #2 (49) TMS: 11404-10-03
Preston Building (51) TMS: 11501-01-01
Cooper Building (52) TMS: 11501-01-01
Saunders Building (53) TMS: 11501-01-01
Allan Building (54) TMS: 11501-01-01

WHEREAS, BSD intends to rehabilitate, renovate, or redevelop the building sites as shown in Exhibit A, attached hereto; and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

WHEREAS, the BSD has requested that the City certify that the Building Sites are abandoned as defined by Section 12-67-160; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City of Columbia makes the following certifications as requested under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The BSD has submitted to the City a request to certify each of the Building Sites pursuant to Section 12-67-160 of the Act (the "Request to Certify").

Section 2. The City has reviewed the Request to Certify, conferred with the BSD and conducted a review of its records concerning the Property.

Section 3. The City hereby certifies that (i) each of the Building Sites are separate state-owned abandoned building sites the aggregate size of which is greater than fifty thousand square feet as defined in Section 12-67-120(8) of the Act.

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney
Introduced:
Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-099 - Repealing Resolution R-2018-040 Amending Resolution R-2015-049 Amending Resolution R-2014-045 Amending R-2014-024 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia to remove the sunset of the tax credit and amend the criteria for consideration of inclusion in a Multi-County Industrial Park**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-099 Repeal Tax Credit Incentive to Real Property (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-099

Repealing Resolution R-2018-040 Amending Resolution R-2015-049 Amending Resolution R-2014-045 Amending R-2014-024 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia to remove the sunset of the tax credit and amend the criteria for consideration of inclusion in a Multi-County Industrial Park

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that Resolution R-2018-040 enacted on May 15, 2018 Amending Resolution R-2015-049 Amending Resolution R-2014-045 Amending R-2014-024 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia are hereby repealed in their entirety as of the effective date of this resolution.

Requested by:

Assistant City Manager Palen

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/26/2018
18002222

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-052 - Granting an encroachment to Ashish Thakkar and Rita Thakkar for installation and maintenance of landscaping and an irrigation system within the right of way areas of the 2000 block of Gervais Street and 1100 block of Marion Street adjacent to 2020 Gervais Street, Richland County TMS #11406-12-04**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** 2018-052 encroach 2020 Gervais Street (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-052

Granting an encroachment to Ashish Thakkar and Rita Thakkar for installation and maintenance of landscaping and an irrigation system within the right of way areas of the 2000 block of Gervais Street and 1100 block of Marion Street adjacent to 2020 Gervais Street, Richland County TMS #11406-12-04

WHEREAS, Ashia Thakkar and Rita Thakkar (hereinafter "Grantees") desire to utilize a portion of the right of way areas of the 2000 block of Gervais Street and 1100 block of Marion Street for installation and maintenance of landscaping and an irrigation system adjacent to their building at 2020 Gervais Street, Richland County TMS #11406-12-04, as shown on the attached drawing; 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 _____, 2018, that the grantees are hereby granted the right to use the right of way areas of the 2000 block of Gervais Street and 1100 block of Marion Street for installation and maintenance of landscaping and an irrigation system adjacent to their building at 2020 Gervais Street, Richland County TMS #11406-12-04, as shown on the attached drawing.

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping shall be maintained by the property owner.
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.

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

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.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his 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

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-052

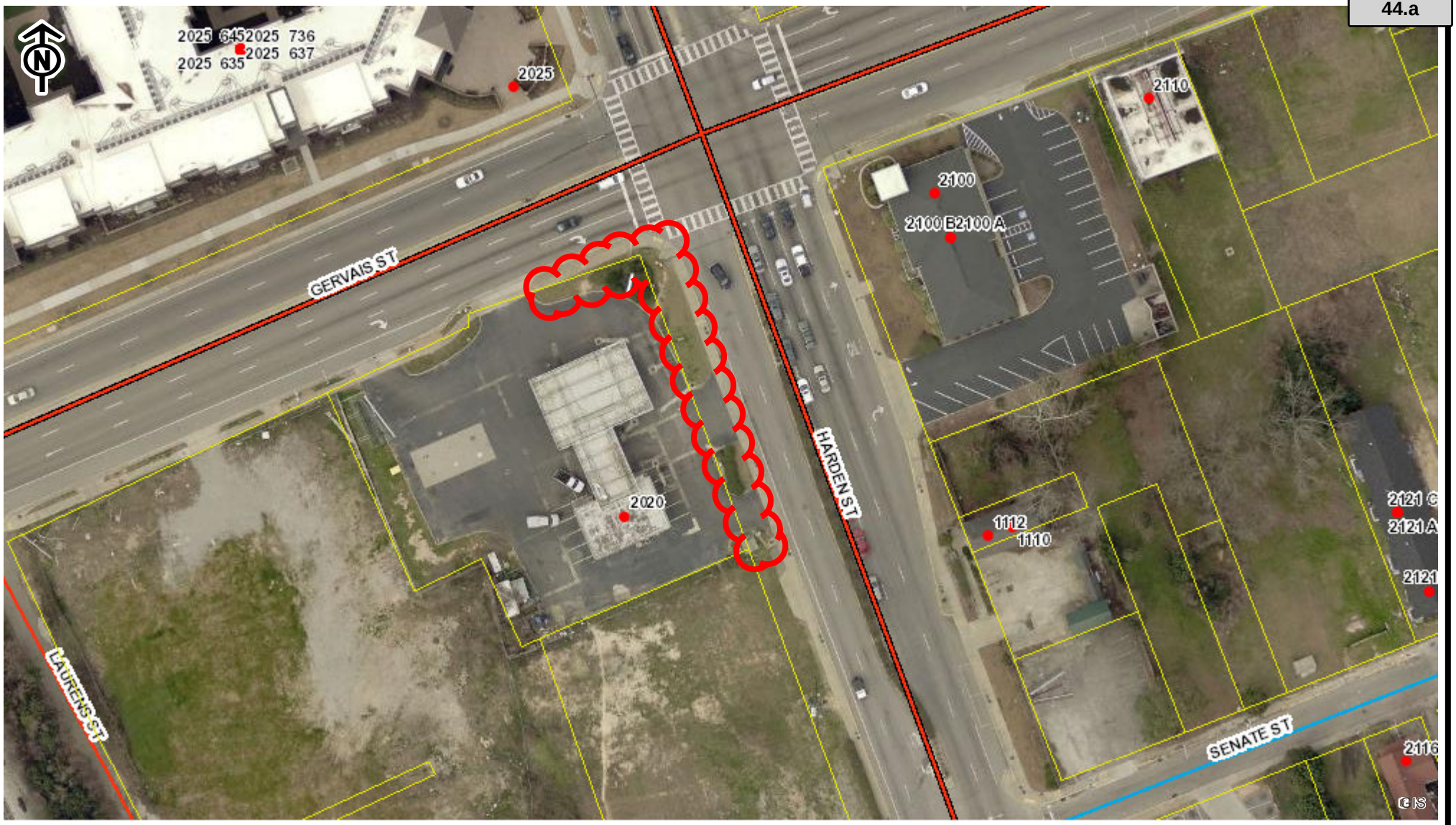
2000 BLOCK OF GERVAIS STREET AND 1100 BLOCK OF MARION STREET ADJACENT TO 2020 GERVAIS STREET LANDSCAPING AND IRRIGATION ONE STOP SHELL

Subject Property:	Right-of-ways adjacent to 2020 Gervais Street, TMS#11406-12-04
Council District:	2
Proposal:	The applicant is requesting to encroachment for installation and maintenance of landscaping and an irrigation system
Applicant:	Shri Asha Puri, LLC
Staff Recommendation:	Approval

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of landscaping and irrigation, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. 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.

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval. Staff would prefer ground cover in lieu of sod.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

Fire	Recommend approval.
Parking Services	Recommend approval.



2020 Gervais Street

City of Columbia

We Are Columbia

This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division
Thursday, August 9, 2018

- Address Point
- Tax Parcel

Street Ownership

- City of Columbia
- State
- County
- Federal
- Private
- University of South Carolina
- Working

Street Centerline

- Interstates
- Major Streets
- Streets
- Railroad
- Red: Band_1
- Green: Band_2
- Blue: Band_3

0 50 100 200 Feet

CITY OF COLUMBIA
GIS DATA DISCLAIMER:

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

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

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.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: 11 June 2018 Property Owner: Ashish & Rita Thakkar

Business Name/Applicant's Name if different than owner: _____

Contact Information: Telephone Number: 803-318-3969 Fax Number: _____

Mailing address: 2020 Gervais Street, Columbia SC 29204-1804 E-mail address: ashishthakkar66@yahoo.com

Business Name/Development Name for Encroachment: Building Addition - One Stop Shell

Encroachment type: ___Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System X Landscaping ____ Driveway ____ Pavers X Sidewalk/Walkway
Planters X Awning Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps)
Awnings @ Harden Street 3'-6" wide x 10'-4" long (3 total)
Awning @ Harden Street 3'-6" wide x 14'-4" long (1 total - turns corner of building towards property

Construction material: Awnings - Aluminum Plants, and
5' wide x 17' long (changes direction) concrete sidewalk

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

_____
Name/Title:
Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

_____
Name/Title:
Date:

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

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jlthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
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BUILDING ADDITION - ONE STOP SHELL
LANDSCAPE PACKAGE

2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

DENSITY FACTOR CALCULATIONS

City of Columbia Tree Credits

Type of Development — *Commercial - 30 Units per Acre*

TOTAL SITE 0.73
ACRES 0.73 ACRES
REQUIRED UNITS (**DFS**) 21.9 DFS UNITS **Exempt?**

TREES SAVED (EDF)

Quantity	Tree Species	Softwood?	Tree Caliper	Units	Credits
1	CHERRY		8 in	3.6	3.6
3	BIRCH		16 in	7.6	22.8
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Total Credits		26.4

GRAND TREES REMOVED

Quantity	Hardwood Tree Species	Health	Tree Caliper	Units	Credits
		100%	Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0

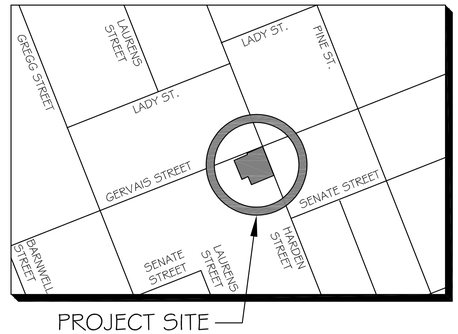
Quantity	Softwood Tree Species	Health	Tree Caliper	Units	Credits
		100%	Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Total Credits		0

TREES PLANTED

Quantity	Tree Species	Softwood?	Tree Caliper	Units	Credits
5	NATCHEZ CREPE MYRTLE		4 in	2.0	10.0
1	LACEBARK ELM VAR 'DYNASTY'		4 in	2.0	2.0
2	ZELKOVA VAR. 'GOLD FALLS'		4 in	2.0	4.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
8			Total Credits		16

Required Units/Acre (DFS)	21.9
Additional Units from Grand Tree Removal	0.00
Total Required Credits (RDF)	21.9
Existing/Saved Credits (EDF)	26.4
Planted Credits	16.0
Proposed Credits	42.4
REMAINDER	**20.5**

LOCATION MAP



ENTIRE SHEET ADDED (2)

INDEX OF DRAWINGS

LANDSCAPE

L001 — COVER SHEET
L002 — GENERAL LANDSCAPE NOTES & PLANT TYPE SCHEDULE
L101 — LANDSCAPE PLAN
L501 — LANDSCAPE DETAILS
L502 — LANDSCAPE DETAILS
L503 — DUMPSTER ENCLOSURE DETAILS

CIVIL

C1.0 — EXISTING CONDITIONS & DEMOLITION PLAN
C2.0 — SITE LAYOUT PLAN
C3.0 — GRADING & DRAINAGE PLAN
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C3.2 — EROSION & SEDIMENT CONTROL PLAN
C4.0 — UTILITY CONNECTION PLAN
C5.0 — CONSTRUCTION DETAILS
C5.1 — CONSTRUCTION DETAILS
C5.2 — CONSTRUCTION DETAILS

CIVIL SHEETS PROVIDED BY CHAO & ASSOCIATES, INC.

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OWNER
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COLUMBIA, SC 29204
PHONE: 803.318.3969
ASHISHTHAKKAR66@YAHOO.COM

SITE INFORMATION

TMS:	R11406-12-04
ADDRESS:	2020 GERVAIS STREET, COLUMBIA, SC 29204
LATITUDE:	34° 00' 09" N
LONGITUDE:	-81° 01' 09" W
ZONING:	MX-1, MIXED-USE CORRIDOR/NEIGHBORHOOD DISTRICT UPPER FIVE POINTS OVERLAY DISTRICT
LOCATION:	CITY OF COLUMBIA - RICHLAND COUNTY - SOUTH CAROLINA
PRIMARY ZONING	C-3
TAX DISTRICT	1CC
ACREAGE	0.73 ACRES

FLOOD CERTIFICATION: REFER TO CIVIL FOR ENGINEER SIGNATURE AND COMPLETE CERTIFICATION:

THE NATIONAL FLOOD INSURANCE PROGRAM, "FLOOD INSURANCE RATE MAP", MAP NUMBER 45079C0092H, PANEL NUMBER 92 OF 275, EFFECTIVE DATE: 2/20/2002. SITE LIES WITHIN AN UNSHADED ZONE "X".

LANDSCAPE

REVISIONS

REV	DATE	BY	APP	DESCRIPTION
2	02.26.18	KS	DS	LANDSCAPE PLAN REVISION TO MATCH SCDOT APPROVED PLANS

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PROJECT NO: 16.010
DRAWN BY: DS/KS/MK
DESIGNED BY: DS
CHECKED BY: DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE
2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE

SHEET TITLE

COVER SHEET

DWG: GENERAL
DATE: 28 FEB 2018

STATE OF SOUTH CAROLINA — Sherer & Associates, LLC Columbia, SC 99130 — REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA — GEORGE D. SHERER, JR. Columbia, SC 4445 — REGISTERED ARCHITECT

SHEET NO.

L001

1 OF 6 SHEETS

PLOT DATE/TIME: 2/28/2018 4:28:33 PMWednesday, February 28, 2018 4:28:33 PM

LANDSCAPE NOTES:

1. PLANTS LABELED NIC ARE NOT IN CONTRACT AND ARE NOTE A PART OF THIS PHASE OF WORK.
2. PLANT MATERIAL TO BE INSTALLED AND MAINTAINED BY A QUALIFIED AND EXPERIENCED LANDSCAPE INSTALLER, WITH APPROPRIATE TRAINING AND EQUIPMENT.
3. INSTALL ALL PLANT MATERIAL IN ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES. COORDINATE WITH THE OWNER TO OBTAIN ANY REQUIRED PERMITS NECESSARY TO COMPLETE WORK. ALL WORKMANSHIP AND MATERIALS SHALL BE GUARANTEED BY THE CONTRACTOR FOR A PERIOD OF ONE (1) CALENDAR YEAR AFTER FINAL ACCEPTANCE.
4. EXISTING TREES AND VEGETATION TO BE RETAINED ARE TO BE PROTECTED IN ACCORDANCE WITH ALL LOCAL ORDINANCES DURING CONSTRUCTION.
5. ALL ARISINGS TO BE REMOVED FROM SITE AT CONTRACTOR'S EXPENSE UNLESS NOTED OTHERWISE (E.G. WOODCHIP, GRAVEL, TOPSOIL, TIMBER SLEEPERS).
6. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECT AND OWNER AT ANY TIME. ARCHITECT TO INSPECT ALL PLANT LOCATIONS AND PLANT BED CONDITIONS PRIOR TO INSTALLATION. STAKE ALL PLANT LOCATIONS FOR REVIEW AND APPROVAL BY THE ARCHITECT BEFORE PLANTING. ALL LAYOUT WORK SHALL BE INSPECTED AND APPROVED BY THE ARCHITECT OR OWNER PRIOR TO OPENING ANY PLANTING PITS.
7. ON-SITE ADJUSTMENTS MAY BE REQUIRED. PLANTS ARE TO BE FRESHLY DUG. TRANSPORTING OF PLANTS SHALL BE DONE IN A MANNER AS TO NOT DESTROY THE NATURAL SHAPE, COMPROMISE THE HEALTH, OR ALTER THE CHARACTERISTICS OF PLANT MATERIALS.
8. THE LANDSCAPING CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES WITHIN THE LIMITS OF THE PROJECT AREA. THE CONTRACTOR SHOULD VERIFY THE EXACT LOCATIONS OF ALL UTILITY LINES PRIOR TO COMMENCEMENT OF DIGGING OPERATIONS. REPAIR ALL DAMAGED UTILITIES TO SATISFACTION OF THE OWNER AND OPERATING AUTHORITY AT NO ADDITIONAL COST.
9. PLANT COUNTS INDICATED ON DRAWINGS ARE FOR LANDSCAPE ARCHITECTS USE ONLY. CONTRACTOR SHALL MAKE OWN PLANT QUANTITY TAKEOFFS USING DRAWINGS, SPECIFICATIONS, AND PLANT SCHEDULE REQUIREMENTS (I.E., SPACING), UNLESS OTHERWISE DIRECTED BY LANDSCAPE ARCHITECT. CONTRACTOR TO VERIFY BED MEASUREMENTS AND INSTALL APPROPRIATE QUANTITIES AS GOVERNED BY PLANT SPACING PER SCHEDULE.
10. PLANT HANDLING PLANT HANDLING AT THE NURSERY, AND DURING TRANSIT UP TO DELIVERY, SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS. ALL PLANTS SHALL BE FIRST CLASS EXAMPLES OF THEIR SPECIES OR VARIETY, FREE FROM ALL PESTS AND DISEASES, WITH GOOD FIBROUS ROOT SYSTEMS AND MATERIALLY UNDAMAGED. CARRY OUT ALL PLANTING WHILE SOIL AND WEATHER CONDITIONS ARE SUITABLE: " DO NOT PLANT DURING PERIODS OF FROST OR STRONG WINDS. PLANT ONLY DURING THE FOLLOWING PERIODS "DECIDUOUS AND CONIFER TREES: LATE OCTOBER TO LATE MARCH" BARE ROOT HEDGING PLANTS: LATE OCTOBER TO LATE MARCH.
11. NO EXCAVATION OR PLANTING PIT SHALL BE LEFT UNATTENDED OR OPEN OVERNIGHT.
12. REQUIREMENTS FOR THE MEASUREMENTS, BALANCING, GRADING, QUALITY, BALLING AND BURLAPPING OF PLANTS IN THE PLANT LIST GENERALLY FOLLOWS OR EXCEEDS A CODE OF STANDARDS CURRENTLY RECOMMENDED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. IN THE AMERICAN STANDARD FOR NURSERY STOCKS. SEE PLANT LIST FOR MORE RESTRICTIVE REQUIREMENTS.
13. ALL PLANTS SHALL HAVE A WELL FORMED HEAD WITH MINIMUM CALIPER, HEIGHT AND SPREAD OF THE SIDE BRANCHES AS SHOWN ON THE PLANT LIST. TRUNKS SHALL BE UNDAMAGED AND SHAPE SHALL BE TYPICAL OF THE SPECIES.
14. MEASUREMENTS OF CONFER HEIGHT SHALL INCLUDE NOT MORE THAN FIFTY (50) PERCENT OF THIS YEARS VERTICAL GROWTH (TOP CANDLE.)
15. ROOTBALLS SHALL MEET OR EXCEED SIZE STANDARDS AS SET FORTH IN 'AMERICAN STANDARDS FOR NURSERY STOCK'. MAIN LEADERS OF ALL TREES SHALL REMAIN INTACT. REMOVE FROM THE SITE ANY PLANT MATERIAL THAT TURNS BROWN OR DEFOLIATES WITHIN FIVE (5) DAYS AFTER PLANTING. REPLACE IMMEDIATELY WITH APPROVED, SPECIFIED MATERIAL.
16. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO VERIFY THAT EACH EXCAVATED TREE OR SHRUB PIT WILL PERCOLATE (DRAIN) PRIOR TO ADDING TOPSOIL AND INSTALLING TREES OR SHRUBS. THE CONTRACTOR SHALL FIT THE BOTTOM OF SELECTED HOLES WITH SIX (6) INCHES OF WATER. THIS WATER SHOULD PERCOLATE WITHIN A TWENTY FOUR (24) HOUR PERIOD. THE OWNER OR ARCHITECT SHALL VERIFY ACCURACY AND EFFECT OF PERCOLATION TESTING. IF THE SOIL AT GIVEN ARE DOES NOT DRAIN PROPERLY, A PVC DRAIN OR GRAVEL SUMP SHALL BE INSTALLED OR THE PLANTINGS RELOCATED.
17. SHOULD THE LANDSCAPE CONTRACTOR ENCOUNTER UNSATISFACTORY SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTHS, LATENT SOILS, HARD PANS, STEAM OR OTHER UTILITY LINES OR OTHER CONDITION THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS, HE MUST ADVISE THE ARCHITECT IN WRITING OF THE CONDITION PRIOR TO INSTALLING THE PLANTS. OTHERWISE, THE LANDSCAPE CONTRACTOR WARRANTS THAT THE PLANTING AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF THE PLANS TO BE INSTALLED.
18. PLANTING PITS FOR TREE AND SHRUBS SHALL BE DUG A FULL TWELVE (12) INCHES UNDER THE BALL AROUND THE ENTIRE PLANT.
19. GENUINE DOUBLE SHREDDED HARDWOOD MULCH SHALL BE APPLIED TO ALL SHRUB BEDS BY THE CONTRACTOR. BED SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE PER MANUFACTURER'S RECOMMENDATIONS BY THE CONTRACTOR BEFORE MULCH IS APPLIES. MULCH SHALL BE THREE (3) INCHES DEEP AFTER SETTLEMENT. A SAMPLE OF MULCH SHALL BE PRESENTED TO THE ARCHITECT FOR HIS APPROVAL.
20. THE CONTRACTOR SHALL INSTALL AND/OR AMEND TOPSOIL IN ALL PROPOSED BED AREAS TO MEET ASTM D5268 STANDARDS. LANDSCAPER SHALL VERIFY DEPTH AND QUALITY OF TOPSOIL PRIOR TO PLANT INSTALLATION. A MINIMUM OF 4" OF TOPSOIL IS REQUIRED FOR LAWN AREAS; 12" FOR PLANT BEDS. TOPSOIL SOURCES SHALL INCLUDE THE REUSE OF SURFACE SOIL STOCKPILED ON SITE, CLEAN OF ROOTS, PLANTS, SOD, STONES, CLAY LUMPS, AND OTHER EXTRANEOUS OR FOREIGN MATERIALS LARGER THAN 1". SUPPLEMENT WITH IMPORTED TOPSOIL FROM OFF-SITE SOURCES WHEN QUANTITIES ARE INSUFFICIENT. DO NOT OBTAIN SUPPLEMENTAL TOPSOIL FROM AGRICULTURAL LAND, BOGS, OR MARSHES. INORGANIC AMENDMENTS, ORGANIC AMENDMENTS, AND FERTILIZERS SHALL BE USED TO AMEND TOPSOIL AS NEEDED FOR LONG-TERM PLANT HEALTH. ALL TOPSOIL AREAS SHALL BE THOROUGHLY CULTIVATED BY HAND OR SUITABLE MACHINERY TO THE FULL DEPTH OF THE TOPSOIL LAYER, INCORPORATING AMELIORATES AS SPECIFIED AND/OR AS INDICATED BY ANALYSIS AND/OR AS DIRECTED BY THE ARCHITECT. HAND CULTIVATIONS SHALL BE CARRIED OUT TO ACHIEVE THE REQUIRED FINISH ON AREAS WHERE MACHINE CULTIVATION IS IMPOSSIBLE IE ADJACENT TO CURBS, MANHOLES AND FOOTPATH JUNCTIONS ETC. SURPLUS PLANT MATTER, RUBBISH AND SURFACE STONES HAVING ANY DIMENSION GREATER THAN 1" SHALL BE COLLECTED AND REMOVED FROM THE SITE. EXISTING TOPSOIL TO BE STRIPPED AND RE-USED IF SUITABLE AS PER SPECIFICATION. TOPSOIL IS TO BE STORED IN HEAPS, MAXIMUM OF 12' IN HEIGHT, PROVIDING SOIL IS REASONABLY DRY AND FRIABLE DURING STRIPPING AND HANDLING - USING A TRACKED EXCAVATOR. TO PROTECT FROM WET WEATHER ONCE FINAL HEIGHT IS ACHIEVED, AN EXCAVATOR SHOULD REGRADE THE SIDES AND TOP OF STOCKPILE TO FIRM SURFACE BY TRACKING ACROSS IT TO FORM A SMOOTH GRADIENT. TOPSOIL DEPTH TO BE 18" FOR PLANTING AND 6" FOR GRASS.
21. FERTILIZER/COMPOST APPROVED (PEAT FREE) COMPOSTS TO PAS100 AND FERTILIZERS TO BE ADDED DURING CULTIVATION AS REQUIRED TO FULL DEPTH OF GROWING MEDIUM.
22. ALL TREES ARE TO BE STAKED IMMEDIATELY AFTER PLANTING AS DETAILED.
23. TREES SHOWN ON PLAN TO BE PLANTED WITH SPECIES AS LABELED OR SIMILAR APPROVED. ALL TREES TO BE PLANTED IN PITS OF MIN. SIZE 3 FEET X 3 FEET X 3 FEET DEEP BACKFILLED WITH EIGHTEEN (18) INCH DEPTH 80% CLEAN TOPSOIL AND 20% APPROVED GREEN COMPOST, GRANULAR FERTILIZER, OVER FIFTEEN (14) INCHES WASHED MEDIUM COARSE GRADE SAND BED TO BASE OF PIT. WATER-IN HEAVILY AFTER PLANTING. ALL TREES TO BE DOUBLE STAKED AND TIED. SAMPLE OF STAKING FOR EACH SPECIES TO BE APPROVED. TREES PLANTED IN GRASS AREAS TO BE SET IN BARE EARTH CIRCLES, THIRTY (30) INCHES DIAMETER AROUND TREE TRUNK, WITH TURF TRIMMED NEATLY TO FORM CIRCLE, AND EARTH MULCHED WITH APPROVED BARK MULCH TO THREE (3) INCHES DEPTH AFTER PLANTING. TREES TO BE LOCAL PROVENANCE WHERE POSSIBLE. ANY NECESSARY TREE WORKS ARE TO BE CARRIED OUT BY AN APPROVED TREE SURGEON.
24. SHRUB PLANTING AREAS SHOWN ON PLAN TO BE PLANTED WITH SPECIES AS LABELED OR SIMILAR APPROVED. ALL SHRUBS TO BE PLANTED IN PIT OF MIN, SIZE 16 INCHES X 16 INCHES X 16 INCHES DEEP SO AS TO ACCOMMODATE FULL ROOT SPREAD, BACKFILLED WITH 80% CLEAN TOPSOIL AND 20% APPROVED GREEN COMPOST, GRANULAR FERTILIZER. ALL SHRUB BEDS TO BE MULCHED WITH THREE (3) INCEHS DEPTH APPROVED BARK MULCH AFTER PLANTING.
25. GRASS/TURF TURFING AND SEEDING SHALL BE CARRIED OUT ONLY DURING APPROPRIATE SEASONS AND WHILE SOIL AND WEATHER CONDITIONS ARE SUITABLE FOR THE RELEVANT OPERATIONS. ONLY MACHINERY AND TOOLS SUITABLE FOR THE SITE CONDITIONS AND THE WORK TO BE CARRIED OUT SHALL BE USED. HAND TOOLS SHALL BE USED AROUND TREES, PLANTS AND IN CONFINED SPACES WHERE IT IS IMPRACTICAL TO USE MACHINERY. THE SOIL SHALL BE WEED FREE PRIOR TO TURFING AND SEEDING. CONTACT HERBICIDE AS SPECIFIED SHOULD BE APPLIED TO ALL AREAS OF WEED GROWTH 4-6 WEEKS BEFORE GRASSING AND REPEATED IF NECESSARY TO MAINTAIN A WEED FREE BED. WHERE DEEP ROOTED WEEDS ARE PRESENT (DOCKS, THISTLES ETC.) APPROVED GLYPHOSATE-BASED HERBICIDE SHOULD BE APPLIED AS A SPOT TREATMENT. TURF SHALL BE LAID ON PREPARED, LEVELED SOIL (MINIMUM 6" DEPTH) IN THE AREAS INDICATED ON THE DRAWINGS. ALL GRASS AREAS TO BE APPROVED LANDSCAPE QUALITY TURF FOR EXTERNAL AREAS, OR EQUIVALENT SEED.
26. SATISFACTORY SEEDED LAWN: AT END OF MAINTENANCE PERIOD, A HEALTHY, UNIFORM, CLOSE STAND OF GRASS HAS BEEN ESTABLISHED, FREE OF WEEDS AND SURFACE IRREGULARITIES, WITH COVERAGE EXCEEDING 90 PERCENT OVER ANY 10 SQ. FT. (0.92 SQ. M) AND BARE SPOTS NOT EXCEEDING 3 BY 3 INCHES. REESTABLISH LAWNS THAT DO NOT COMPLY WITH REQUIREMENTS AND CONTINUE MAINTENANCE UNTIL LAWNS ARE FULLY SATISFACTORY TO THE OWNER.
27. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP THE SITE AT THE COMPLETION OF THE PROJECT AND SHALL MAINTAIN THE SITE IN A REASONABLY NEAT AND CLEAN STATE THROUGHOUT THE INSTALLATION PROCESS.STREETS AND PAVED AREAS SHALL BE CLEANED REGULARLY TO REMOVE CONSTRUCTION MATERIALS AND OTHER DEBRIS RESULTING FROM WORK OF THE PROJECT.
28. MAINTAIN ALL PLANT MATERIAL FOR A THREE (3) MONTH PERIOD FROM DATE OF SUBSTANTIAL COMPLETION. MAINTENANCE SHALL INCLUDE PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANT SAUCERS, SPRAYING FOR DISEASE AND INSECTS, AND REPLACING TREE WRAPPINGS. RECOMMENDED LONG-TERM MAINTENANCE PROCEDURES SHALL BE PROVIDED TO THE OWNER BEFORE EXPIRATION OF THIS PERIOD.
29. PLANTS SHALL BE GUARANTEED FOR THE DURATION OF ON (1) FULL YEAR AFTER THE FORMAL ACCEPTANCE OF THE PLANTING BY THE OWNER AND SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. ANY PLANT NOT IN A HEALTHY AND VIGOROUS STATE AT THE END OF THE GUARANTEE PERIOD SHALL BE REPLACED AT NO COST TO THE OWNER. PLANTS SEVERELY DAMAGED BY VANDAL ARE NOT SUBJECT TO REPLACEMENT BY THE CONTRACTOR.
30. REPLACEMENTS OF DEAD OR UNSATISFACTORY MATERIAL SHALL BE MADE AS SPECIFIED IN THE PLANT LIST. THE OWNER OR ARCHITECT SHALL INSPECT REPLACED PLANTS WHEN ALL REPLACEMENTS HAVE BEEN MADE. REPLACEMENTS ARE TO BE ALIVE AND IN A HEALTHY CONDITION WHEN THE REPLACEMENTS ARE COMPETE, UT THEY SHALL NOT BE SUBJECT TO A ONE (1) YEAR GUARANTEE.
31. SHOULD THE CONTRACTOR NOT MAKE REPLACEMENTS IN A SATISFACTORY AND TIMELY FASHION IN ACCORD WITH THE PLANTING NOTES, THE OWNER AFTER PROPER NOTIFICATION TO THE CONTRACTOR MAY UTILIZE THE FUNDS OF THE RETAINAGE TO HAVE THE REPLACEMENTS MADE IN ACCORD WITH THE SPECIFICATION BY ANOTHER CONTRACTOR.

LEGEND NOTES:

1. LANDSCAPE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE CITY OF COLUMBIA, SC LANDSCAPE AND TREE ORDINANCE.
2. PLANTS LISTED ARE FOR EXAMPLE ONLY, LANDSCAPE CONTRACTOR CAN SUBSTITUTE WITH APPROVAL BY ARCHITECT, OWNER AND CITY INSPECTOR.
3. ALL TREES, SHRUBS, BUFFER VEGETATION AND PERENNIALS MUST MEETS OR EXCEED ANSI Z60.1 STANDARDS.

ENTIRE SHEET ADDED A

PLANT TYPE SCHEDULE

SYMBOL / KEY	QTY	DESCRIPTION	
SHADE TREES			
GF	2	BOTANICAL NAME	ZELKOVA SERRATA 'GOLD FALLS"
		COMMON NAME	ZELKOVA VAR. GOLD FALLS
		SIZE	4" CALIPER X 14' HEIGHT
		REMARKS	B&B, CENTRAL LEADER
LE	1	BOTANICAL NAME	ULMUS PARVIFOLIA 'DYNASTY'
		COMMON NAME	LACEBARK ELM VAR 'DYNASTY
		SIZE	4" CALIPER X 14' HEIGHT
		REMARKS	B&B, CENTRAL LEADER
ORNAMENTAL AND UNDERSTORY TREES			
LN	5	BOTANICAL NAME	LAGERSTROEMIA (I. X FAURIEI) 'NATCHEZ
		COMMON NAME	NATCHEZ CREPE MYRTLE
		SIZE	2" CALIPER X 10' HEIGHT X 5' CLEAR TRUNK
		REMARKS	B&B, CENTRAL LEADER
BUFFER VEGETATION			
GB	26	BOTANICAL NAME	BUXUS MICROPHYLLA VAR. JAPONICA 'GREEN 'BEAUTY
		COMMON NAME	BOXWOOD
		SIZE	36" HEIGHT, 48" SPREAD
		REMARKS	3 GAL MIN CONTAINER, FULL PLANT
LP	0	BOTANICAL NAME	LOROPETALUM CHINENSIS VAR. RUMRUM CULTIVAR 'DARUMA'
		COMMON NAME	LOROPETALUM 'DARAMA'
		SIZE	30-48" HEIGHT, 48" SPREAD
		REMARKS	3 GAL MIN CONTAINER, FULL PLANT
SHRUBS			
GR	7	BOTANICAL NAME	GARDENIA JAMINOIDES 'RADICANS'
		COMMON NAME	MINIATURE GARDENIA
		SIZE	18" HEIGHT
		REMARKS	3 GAL MIN CONTAINER, FULL PLANT
PERENNIAL PLANTS			
BS	19	BOTANICAL NAME	RUDBECKIA "GOLDSTURM"
		COMMON NAME	BLACK EYED SUSAN
		SIZE	22-24" HEIGHT, 12-24" SPREAD
		REMARKS	1 GAL MIN CONTAINER, FULL PLANT
DL	29	BOTANICAL NAME	HEREROCALLIS LILIOASPHODELUS
		COMMON NAME	DAY LILY, YELLOW
		SIZE	24" HEIGHT, 18-24" SPREAD
		REMARKS	1 GAL MIN CONTAINER, FULL PLANT
HO	17	BOTANICAL NAME	HOSTA FORTUNEI 'FIRE AND ICE'
		COMMON NAME	HOSTA "FIRE & ICE"
		SIZE	10-15" HEIGHT, 12-15" SPREAD
		REMARKS	1 GAL MIN CONTAINER, FULL PLANT
WP	23	BOTANICAL NAME	PHLOX DIVARICATA
		COMMON NAME	CREEPING WOODLAND PHLOX
		SIZE	6-12" HEIGHT, 9-18" SPREAD
		REMARKS	1 GAL MIN CONTAINER, FULL PLANT
LIVING SCREEN			
LL	62	BOTANICAL NAME	LOMANDRA LONGIFOLIA
		COMMON NAME	AUSTRALIAN BREEZE GRASS
		SIZE	UP TO 36"
		REMARKS	
GROUND COVER			
SOD		BOTANICAL NAME	EMERALD ZOYSIAGRASS
		COMMON NAME	EMERALD ZOYSIA (SOD)
		SIZE	SOD ROLL OR PIECES
		REMARKS	

LANDSCAPE

REVISIONS

REV	DATE	BY	APP	DESCRIPTION
A	02.26.18	KS	DS	LANDSCAPE PLAN REVISION TO MATCH SCDOT APPROVED PLANS

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PROJECT NO: 16.010
DRAWN BY: DS/KS/MK
DESIGNED BY: DS
CHECKED BY: DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE
2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE

SHEET TITLE
GENERAL LANDSCAPE NOTES & PLANT TYPE SCHEDULE

DWG: GENERAL
DATE: 28 FEB 2018

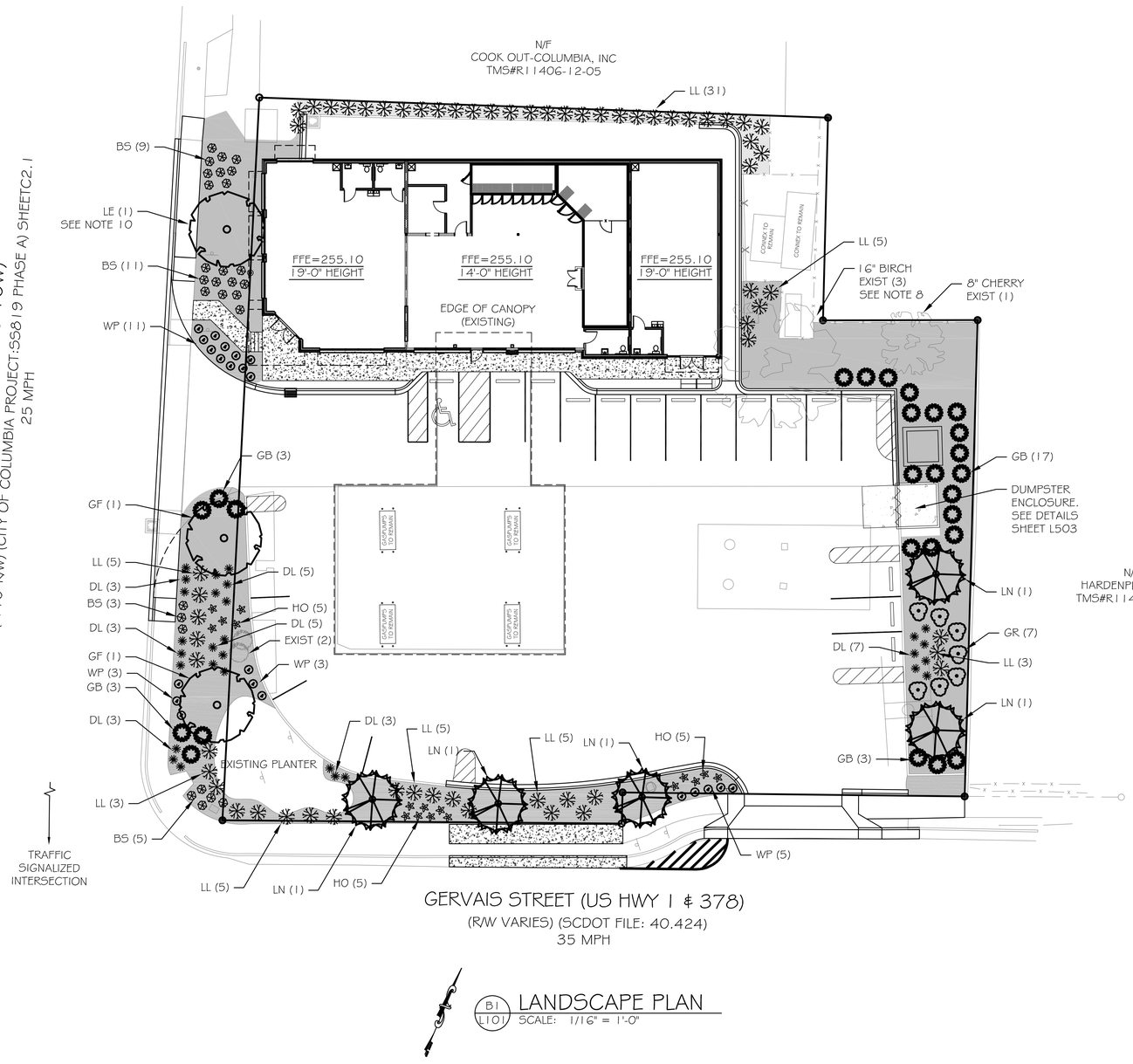
STATE OF SOUTH CAROLINA — Sherer & Associates, LLC, Columbia, SC 5000 — REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA — GEORGE D. SHERER, JR. — Columbia, SC 6465 — REGISTERED ARCHITECT

SHEET NO.
L002

2 OF 6 SHEETS

PLOT DATE/TIME: 2/28/2018 4:30:40 PMWednesday, February 28, 2018 4:30:40 PM



B1
L101
LANDSCAPE PLAN
SCALE: 1/16" = 1'-0"

LEGEND

- EXISTING TREE TO REMAIN — SIZE/TYPE EXIST (QUANTITY)
- NEW SHADE TREE (AR, QP) — LE OR GF
- NEW ORNAMENTAL AND UNDERSTORY TREES (LN) — LN
- NEW BUFFER VEGETATION (GB, LP) — GB, LP
- NEW SHRUBS (GR) — GR
- NEW PERENNIALS (BS, DL, HO, WP) — WP, HO, DL, BS
- LIVING SCREEN — LL
- CROUND COVER - TRIPLE SHRED MULCH

NOTES:

1. ALL NEW LANDSCAPING SHALL BE IRRIGATED. TO MEET CITY OF COLUMBIA REQUIREMENTS, SUBMIT DRAWING OF AUTOMATIC IRRIGATION SYSTEM TO CITY FOR REVIEW AND APPROVAL.
2. ENTIRE SITE IS ONE PARCEL.
3. SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
4. SMALL ROOTS (1/4" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
5. SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.
6. ALL EXISTING TREES TO REMAIN WILL BE PROTECTED PER LANDSCAPE DETAIL PROVIDED ON SHEET L502.
7. REFER TO CIVIL PLANS FOR ADDITIONAL REQUIREMENT INFORMATION.
8. THE 3 EXISTING BIRCH TREES TO REMAIN SHALL BE REPLACED BY LANDSCAPING CONTRACTOR WITH IN-KIND TREES IF TREE DIES WITHIN 1ST YEAR AFTER COMPLETION OF CONSTRUCTION.
9. ALL LANDSCAPE WILL BE GUARANTEED FOR ONE YEAR AFTER COMPLETION OF CONSTRUCTION.
10. CONTRACTOR SHALL INSTALL ROOT DIVERTERS AWAY FROM ALL UNDERGROUND UTILITIES.

PROJECT SUMMARY:

SIZE OF PARCEL SITE:	0.73 ACRES
TAX MAP REFERENCE:	RICHLAND COUNTY TMS NO. R11406-12-04
CURRENT ZONING:	MX-1, MIXED-USE
CORRIDOR/NEIGHBORHOOD DISTRICT:	UPPER FIVE POINTS OVERLAY DISTRICT
TYPE OF DEVELOPMENT:	BUILDING ADDITION

BUILDING SETBACK (SEC. 17-275): SEE CIVIL PLANS
FRONT: 0-10 FEET
SIDE: 0.0 FEET
REAR: 0.0 FEET

ENTIRE SHEET ADDED

LANDSCAPE

REV	DATE	BY	DESCRIPTION
3	02.28.18	KS	APP DS LANDSCAPE PLAN REVISION TO MATCH SCDOT APPROVED PLANS

REVISIONS

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SUITE 1980
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PROJECT NO: 16.C10
DRAWN BY: DS/KS/MK
DESIGNED BY: DS
CHECKED BY: DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE
2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE

SHEET TITLE

LANDSCAPE PLAN

DWG: PLAN
DATE: 28 FEB 2018

STATE OF SOUTH CAROLINA
Sherer & Associates, LLC
Columbia, SC
28030
REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA
GEORGE D. SHERER, JR.
Columbia, SC
4445
REGISTERED ARCHITECT

SHEET NO.

L101

3 OF 6 SHEETS

PLOT DATE/TIME: 2/28/2018 4:32:36 PMWednesday, February 28, 2018 4:32:36 PM

DETERMINING THE CRITICAL ROOT ZONE

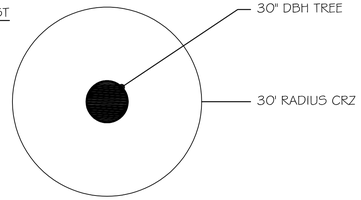
1. THE CRITICAL ROOT ZONE OF A TREE IS THE ZONE IN WHICH THE MAJORITY OF A TREE'S ROOTS LAY. 85% OF ROOTS OF MOST TREES WILL BE FOUND IN THE TOP 24 OF THE SOIL. OF THOSE, THE MAJORITY OF THE ROOTS THAT SUPPLY THE NUTRIENTS AND WATER TO THE TREE ARE FOUND IN THE UPPERMOST LAYER, JUST BELOW THE SOIL SURFACE. THE TOTAL AMOUNT OF A TREE'S ROOTS ARE GENERALLY PROPORTIONAL TO THE VOLUME OF THE TREE'S CANOPY. THEREFORE, IF THE ROOTS ONLY PENETRATE A THIN LAYER OF SOIL, THEN THE ROOTS MUST SPREAD FAR FROM THE TREE, BEYOND THE LIMITS OF THE CANOPY. GENERALLY ROOTS SPREAD OUT 2-3X THE HEIGHT OF THE TREE.

2. ROOTS ARE VITAL TO THE FUNCTIONING OF ANY TREE. THEY PROVIDE STRUCTURAL SUPPORT AS WELL AS THE MAJOR MECHANISM FOR NUTRIENT AND WATER UPTAKE FOR USE BY THE REST OF THE TREE. DESTROYING A SECTION OF A TREE'S ROOTS WILL ULTIMATELY RESULT IN A PROPORTIONAL LOSS OF THE TREE'S CANOPY

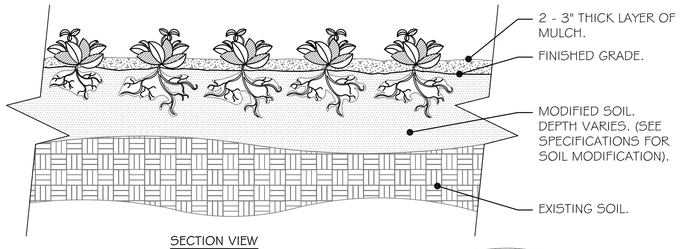
3. THE CRITICAL ROOT ZONE OF A TREE TO BE SAVED SHALL BE THE MINIMUM AREA PROTECTED WITH TREE PROTECTION FENCING.

4. THE FOLLOWING IS THE METHOD USED BY THE CITY OF COLUMBIA, SC, PLANNING AND DEVELOPMENT SERVICES, LANDSCAPE & TREE ORDINANCE WITH DEFINITIONS, TO DETERMINE THE SIZE OF THE CRITICAL ROOT ZONE.

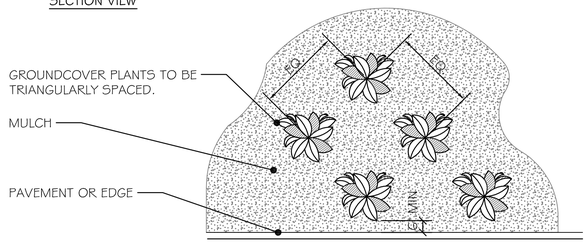
1" DBH = 1' RADIUS OF THE CRITICAL ROOT ZONE (DBH=DIAMETER BREAST HEIGHT)



C1 / L501 PLAN - DETERMINING THE CRITICAL ROOT ZONE
SCALE: NOT TO SCALE



SECTION VIEW

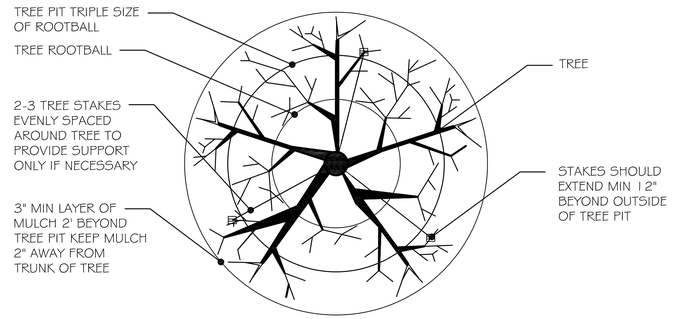


PLAN VIEW

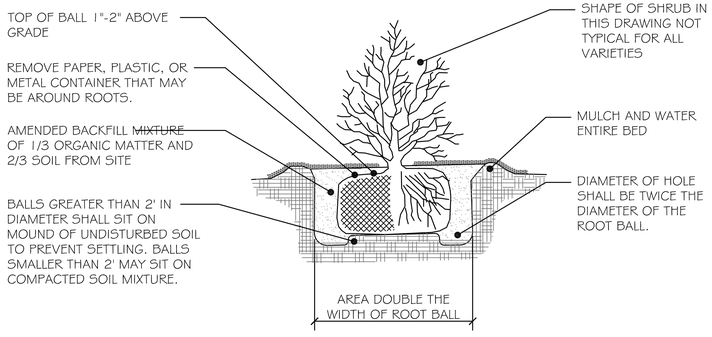
NOTES:

1. SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2. SMALL ROOTS (¼" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPERHY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
3. SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

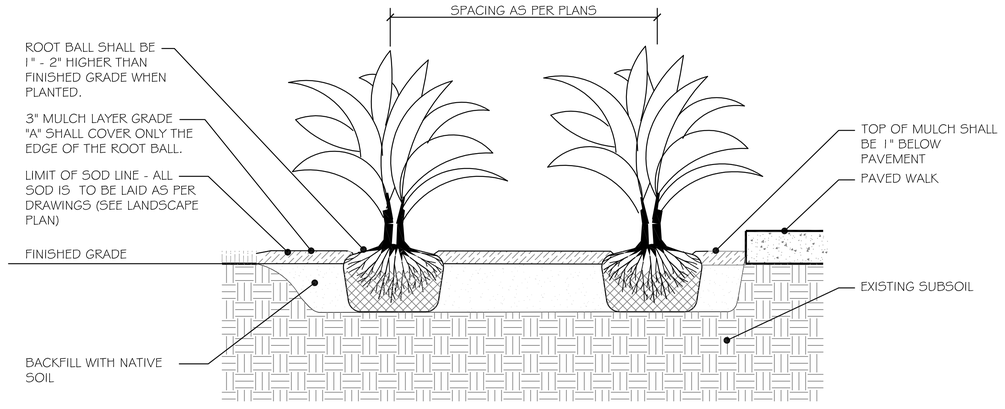
C2 / L501 GROUND COVER
SCALE: NOT TO SCALE



C4 / L501 PLAN - TREE PLANTING DETAIL
SCALE: NOT TO SCALE



A2 / L501 SECTION - SHRUB PLANTING DETAIL
SCALE: NOT TO SCALE



A3 / L501 SECTION - TYPICAL GROUND COVER DETAIL
SCALE: NOT TO SCALE

ENTIRE SHEET ADDED Δ2

LANDSCAPE

REVISIONS

REV	DATE	BY	APP	DESCRIPTION
2	02.26.18	KS	DS	LANDSCAPE PLAN REVISION TO MATCH SCDOT APPROVED PLANS

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PROJECT NO:	16.010
DRAWN BY:	DS/KS/MK
DESIGNED BY:	DS
CHECKED BY:	DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE
2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE

SHEET TITLE

LANDSCAPE DETAILS

DWG:	DETAILS
DATE:	28 FEB 2018

STATE OF SOUTH CAROLINA — Sherer & Associates, LLC Columbia, SC 99120 — REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA — GEORGE G. SHERER, JR. Columbia, SC 4445 — REGISTERED ARCHITECT

SHEET NO.

L501

4 OF 6 SHEETS

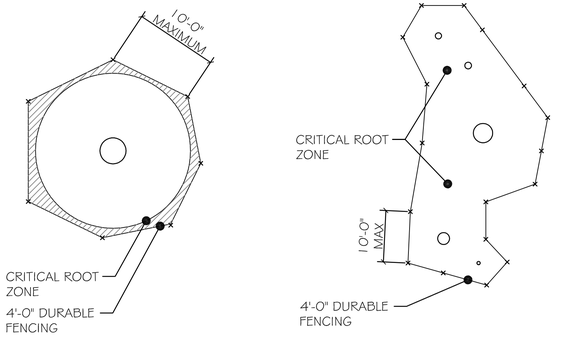
PLOT DATE/TIME: 2/28/2018 4:33:26 PMWednesday, February 28, 2018 4:33:26 PM

TREE PROTECTION FENCING NOTES

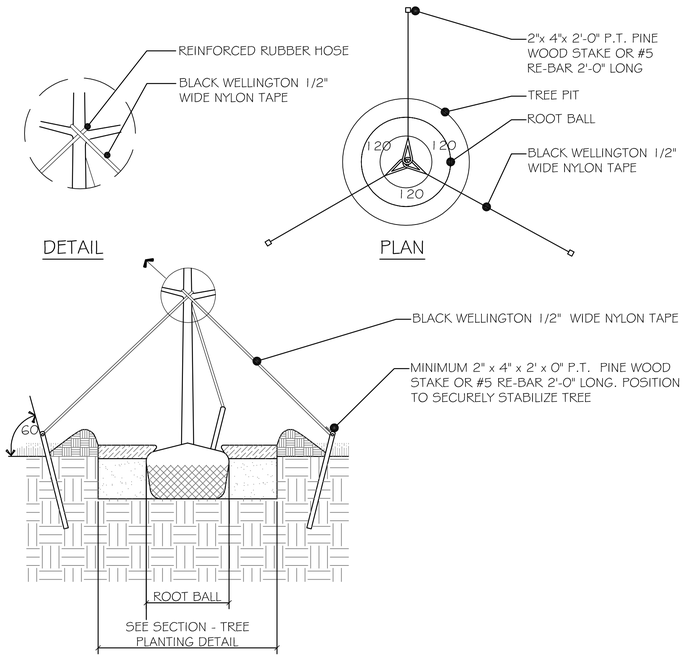
1. TREE PROTECTION SHALL FENCE SHALL BE MINIMUM 5 FEET TALL CONSTRUCTED OF STURDY MATERIAL (CHAIN LINK OR EQUIVALENT STRENGTH/DURABILITY). MOUNTED ON VERTICAL PIPES DRIVEN 2'-0" IN THE GROUND, AT APPROXIMATELY 8'-0" TO 10'-0" (MAX.) ON CENTER, WITH NO GATES. IN AREAS WHERE SUPER SILT FENCE (SSF) AND TREE PROTECTION FENCE RUN PARALLEL, SSF MAY BE UTILIZED FOR TREE PROTECTION PURPOSES UPON APPROVAL BY THE CITIES' URBAN FORESTER.

2. TREE PROTECTION FENCING SHALL BE ERECTED AT THE CRITICAL ROOT ZONE OR BEYOND PRIOR TO START OF ANY CLEARING, GRADING, OR OTHER CONSTRUCTION ACTIVITY. SIGNS STATING "NO ENTRY, TREE PROTECTION AREA, CALL CITY OF COLUMBIA PLANNING AND DEVELOPMENT OFFICE AT 803-545-3333 TO REPORT VIOLATIONS' ARE TO BE POSTED IN BOTH ENGLISH AND SPANISH. TREE PROTECTION SHALL NOT BE REMOVED UNTIL COMPLETION OF ALL CONSTRUCTION ACTIVITY.

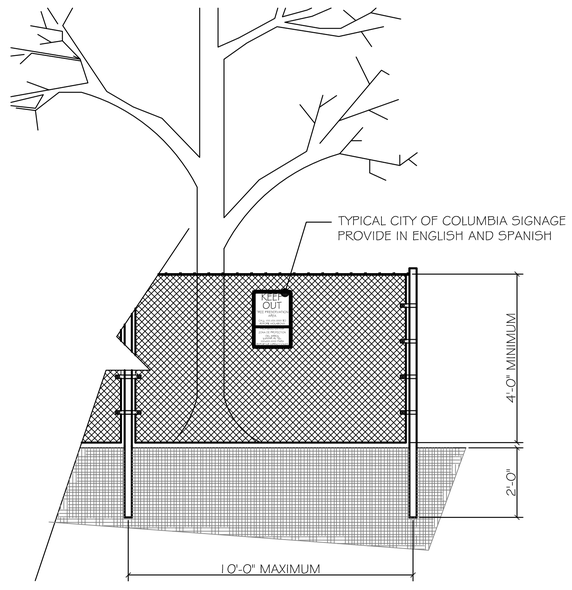
3. FOR QUESTIONS RELATED TO TREE PROTECTION OR FOR FIELD INSPECTION OF TREE PROTECTION, CONTACT CITY OF COLUMBIA, PLANNING AND DEVELOPMENT SERVICES, 1136 WASHINGTON STREET - SECOND FLOOR, COLUMBIA, SC 803-545-3333.



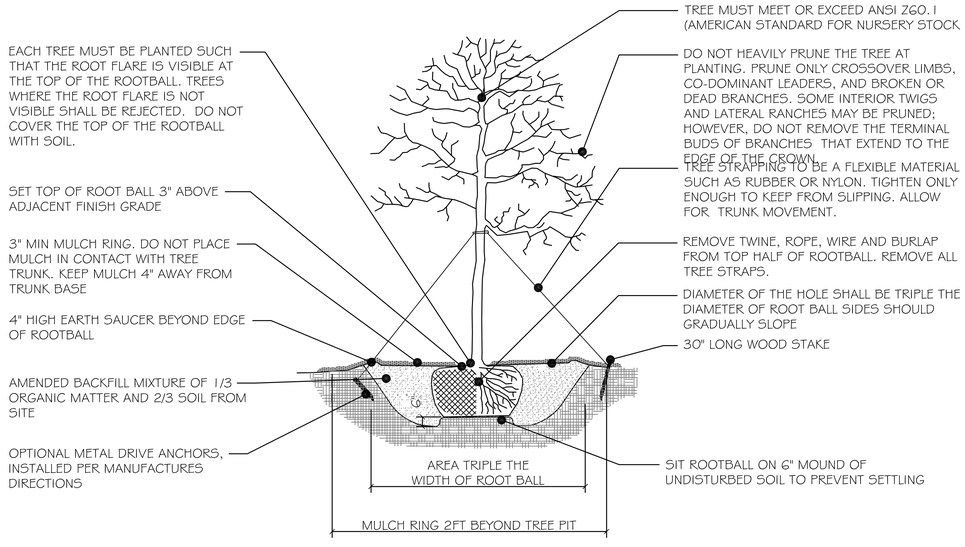
C2 / L502 — PLAN - TREE PROTECTION DETAIL
SCALE: NOT TO SCALE



C3 / L502 — TYPICAL TREE GUYING DETAIL
SCALE: NOT TO SCALE



A2 / L502 — ELEVATION - TREE PROTECTION DETAIL
SCALE: NOT TO SCALE



A3 / L502 — SECTION - TREE PLANTING DETAIL
SCALE: NOT TO SCALE

ENTIRE SHEET ADDED Δ2

LANDSCAPE

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2	02.26.18	KS	DS	LANDSCAPE PLAN REVISION TO MATCH SCDOT APPROVED PLANS

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PROJECT NO:	16.C10
DRAWN BY:	DS/KS/MK
DESIGNED BY:	DS
CHECKED BY:	DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE
2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE

SHEET TITLE

LANDSCAPE DETAILS

DWG:	DETAILS
DATE:	28 FEB 2018

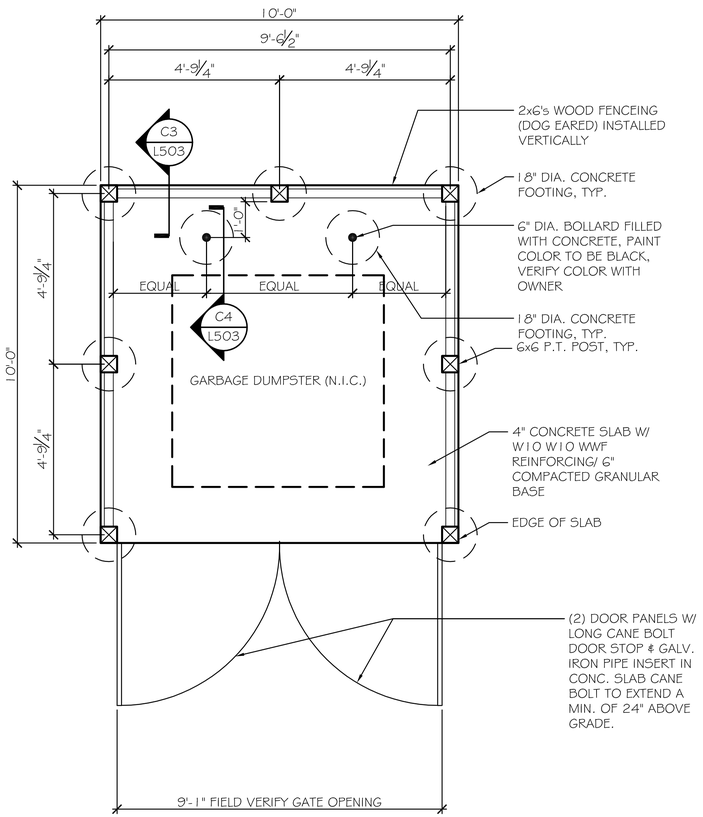
STATE OF SOUTH CAROLINA — Sherer & Associates, LLC, Columbia, SC, 99330 — REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA — GEORGE D. SHERER, JR. — Columbia, SC — 4415 — REGISTERED ARCHITECT

SHEET NO.

L502

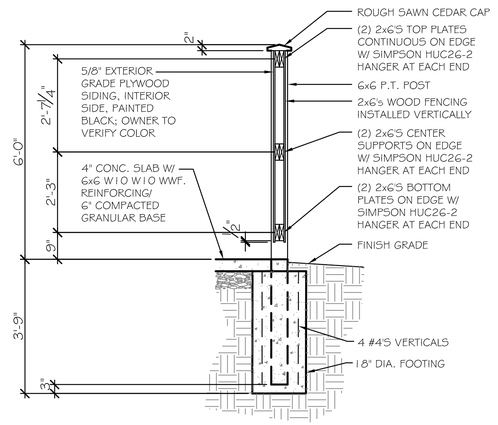
5 OF 6 SHEETS



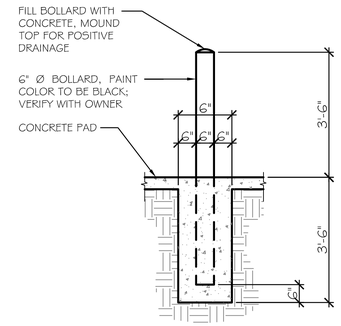
NOTES:

1. SEE SITE PLAN FOR SIDEWALKS TO TRASH ENCLOSURE
2. EDGE OF 6X6 PT POST EQUAL TO EDGE OF SLAB.
3. DOOR HARDWARE TO CONFORM TO ADA STANDARDS. PROVIDE HEAVY DUTY HINGES (4 PER SIDE) WITH THE ABILITY TO OPEN 150 DEGREES.

B1 / A503 PLAN - DUMPSTER ENCLOSURE
SCALE: 1/2" = 1'-0"



C3 / A503 SECTION - DUMPSTER ENCLOSURE
SCALE: 1/2" = 1'-0"



C4 / A503 SECTION - DUMPSTER BOLLARD
SCALE: 1/2" = 1'-0"

ENTIRE SHEET ADDED Δ

LANDSCAPE

REV	DATE	BY	APP	DESCRIPTION
Δ	02.26.18	KS	DS	LANDSCAPE PLAN REVISION TO MATCH SCDOT APPROVED PLANS

REVISIONS

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PROJECT NO: 16.C10
DRAWN BY: DS/KS/MK
DESIGNED BY: DS
CHECKED BY: DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE
2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE

SHEET TITLE

DUMPSTER DETAILS

DWG: DETAILS
DATE: 28 FEB 2018

STATE OF SOUTH CAROLINA
Sherer & Associates, LLC
Columbia, SC
99130
REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA
GEORGE D. SHERER, JR.
Columbia, SC
6445
REGISTERED ARCHITECT

SHEET NO.

L503

6 OF 6 SHEETS

PLOT DATE/TIME: 2/28/2018 4:32:10 PMWednesday, February 28, 2018 4:32:10 PM

GERVAIS STREET (US HWY 1 & 378)
(R/W VARIES) (SCDOT FILE: 40.424)
35 MPH

TBM: RR SPIKE IN PP
EL: 252.52 NAVD88 DATUM

CONTROL POINT ½" REBAR
N:790354.8562
E:1994156.5782
EL:=259.89

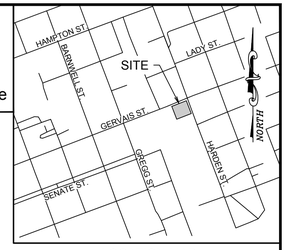
Tie to existing pavement
Tie to existing pavement
Tie to existing sidewalk
Tie to existing asphalt

N66°38'33"E 40.13'
N67°02'15"E 87.63'
N21°55'02"W 7.99'
N66°50'51"E 102.24'
N71°21'46"E 58.17'

IPF REBAR
CALC PT

RECOVERY VAULT (TYP.)
PLANTER
BILLBOARD
CONCRETE TRENCH W/ EVACUATION LINES
EVACUATION LINES
STORAGE TANKS
CLOTHING DROP OFF BOX
GAS PUMPS
CANOPY TO REMAIN
GAS PUMPS
Exist. swale
New swale
Tie to exist. pavement
VENT PIPES
RETAINING WALL
Conc. washout
Transition curb (taper)
Transition curb (taper)
H&G
Grate = 253.60
Inv. = 250.50
Concrete steps
CYCLONE FENCE
KEROSENE TANK
(3)16" BIRCH
8" CHERRY
S66°16'00"W 39.61'
GATE
CONNEX TO REMAIN
CONNEX TO REMAIN
CONDUIT
WOOD FENCE TO REMAIN
EDGE OF CANOPY (EXISTING)
ONE STORY BLOCK & STUCCO BUILDING (EXISTING) FFE: 255.10
FFE=255.10
FFE=255.10
FFE=255.10
Waterproof outside building to 1.0' height
Proposed 5,812 SF Building addition
Refer to architectural drawing for exact building and dimensions
N/F HARDENPLACE, LLC TMS#R11406-12-01
N22°04'36"W 122.10'
N22°12'12"W 51.95'
S68°23'30"W 145.77'
N/F COOK OUT-COLUMBIA, INC TMS#R11406-12-05
EXIST. DI TOP: 250.03 INV IN 4" PVC: 247.73 INV IN 6" PVC: 247.28 INV OUT 12" RCP: 245.89 PARTIALLY FILLED W/ DEBRIS
4" PVC
12" RCP
15" RCP
ELEC. BOX
IPF ½" REBAR
SDCP 43"04"E 86.42'
HARDEN STREET (S-40-10W)
(110' R/W) (CITY OF COLUMBIA PROJECT:SS819 PHASE A) SHEETC2.1
25 MPH
Tie to existing sidewalk
APPROX. LOCATION OF SEWER MANHOLE AND 8" SEWER MAIN
EXIST. DI TOP: 254.88 INV 12" RCP: 252.43 (APPROX.) (INVERT CLOGGED)
Tie to existing pavement
New JB
Top = 253.14 (Match to existing grade)
Inv. =250.03 (Match exist. pipe invert)
30LF of 12" RCP
APPROX. 8" SEWER MAIN
SDMH
TOP: 249.94
INV: 245.10
INV: 245.10
INV: 245.02
Tie to existing sidewalk

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
Palmetto Utility Protection Service



LOCATION MAP
NOT TO SCALE

Construction notes:

1. Contractor shall verify all existing field conditions and utilities prior to beginning work.
2. Provide silt fence and/or other erosion control devices, as may be required, to control soil erosion during construction. All disturbed areas shall be cleaned, graded and stabilized with grassing immediately after completion of construction in the area.
3. Prior to any digging the contractor is required to contact 811 72 hrs prior to commencing construction.
4. Contractor to repair any damage done to existing pavement, or other items due to construction entirely at their expense.
5. If necessary, slopes which exceed four vertical feet or 4:1 slopes should be stabilized with an approved turf reinforcing mat in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. temporary berms may be needed daily until slope is brought to grade.
6. Contractor must take necessary action to minimize the tracking of mud onto the paved roadway from construction areas. Contractor to daily remove mud/soil from pavement as required.
7. 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 offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized to the satisfaction of the City of Columbia.
8. All excavation is unclassified. excess material is to be removed from the site and disposed of in a legal manner.
9. All coordinates shown are SCSPC and vertical datum is NAVD 88.
10. Locations of underground irrigation lines, electrical, and other lines were not marked and are not shown.
11. Boundary information taken from reference plat.

References:

1. Richland County Tax Map R11406-12-04.
2. Plat Prepared For Shree-Ram by Robert H. Lackey Surveying, Inc. Dated October 17, 2011. Recorded in plat book R1717 Page 2058.

Control Reference:
Referenced NGS monument observatory RM 5, PID DE3193. NAVD 83.
North: 787486.15 EAST: 1992006.47. Elev: 315.00 NAVD 88.

Note:
This plan reflects no new impervious area.
Existing impervious is equal to or greater than proposed impervious area.

Legend
- SCDOT asphalt pavement
- New Bituminous pavement
- Swale
- Direction of flow

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

SOUTH CAROLINA PROFESSIONAL ENGINEER
Vincent K. Chao 20903 [illegible]
REGISTERED
A.L. LS

CHAO & ASSOCIATES No. C00357
CERTIFICATE OF AUTHORIZATION

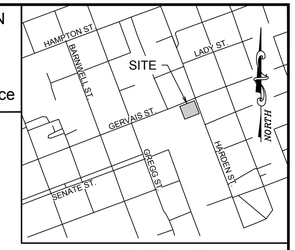
Grading and Drainage Plan
Building Addition One Stop Shell
Prepared for:
Shri Ashapuri, LLC
2020 Gervais Street, Columbia SC 29204

Drawn: TKS Checked: JMF
Revised: 2-2-2018 - Reconfigure both access drives
File: 398915CR3.dwg Project No.: 398915

C3.0
Sheet Number
August 30, 2017
Date

GERVAIS STREET (US HWY 1 & 378)
(R/W VARIES) (SCDOT FILE: 40.424)
35 MPH

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
Palmetto Utility Protection Service



LOCATION MAP
NOT TO SCALE

TBM: RR SPIKE IN PP
EL: 252.52 NAVD88 DATUM

CONTROL POINT ½" REBAR
N:790354.8562
E:1994156.5782
EL =259.89

IPF ½" REBAR

N66°38'33"E 40.13'
N67°02'15"E 87.63'
N21°55'02"W 7.99'
N66°50'51"E 102.24'
N71°21'46"E 58.17'

HARDEN STREET (S-40-10W)
(110' R/W) (CITY OF COLUMBIA PROJECT SS819 PHASE A) SHEETC2.1
25 MPH

Property address is:
2020 Gervais Street
Columbia SC 29204
Property owner is:
Shri Ashapuri, LLC
(803) 318-3969
2020 Gervais Street
Columbia SC 29204
Water and sanitary sewer provider is:
City of Columbia
(803) 545-3300
1136 Washington St.
Columbia, SC 29201

Utility Construction Notes:

1. Location of underground utilities as shown are approximate and for information purposes only. Contractor shall be responsible for the exact location of all underground utilities, and any and all damages resulting from the failure to do so. Contact Palmetto Utility Protection Service (PUPS) at 1-888-721-7877 Monday through Friday, 7:00 am to 7:00 pm, excluding holidays at least 72 hours prior to commencing construction for location of most utilities.
2. Contractor shall abide by all provisions of the applicable city and or county storm drainage and erosion control ordinances as well as the South Carolina sediment reduction act.
3. All construction staking shall be provided at the contractors expense.
4. As-built drawings shall be furnished by the contractor to the engineer and certified as correct by a Land Surveyor licensed to practice in South Carolina.
5. Contractor shall be responsible to repair and/or replace all damaged properties to original or better condition.
6. Pavement patching & resurfacing must be completed within 5 days after completion of grading activities. Small patch areas can be maintained with temporary pavement patching or CABC stone until permanent patching is complete.
7. All water line work performed shall be in accordance with the applicable city and or county specifications and regulations.
8. All sanitary sewer line work performed shall be in accordance with the the applicable city and or county specifications and regulations.
9. Contractor shall take appropriate steps to protect existing utilities such as power poles, guy wires, etc. from damage.
10. Any structures, other than existing utilities, such as mail boxes, fences, walls, etc., disturbed or damaged as a result of construction activities shall be rebuilt or restored to original or better condition.
11. Any drainage structures, such as pipes, paved ditches, grassed swales, etc., disturbed or destroyed as a result of construction activities shall be rebuilt or restored to original or better condition.
12. All disturbed areas resulting from construction activities shall be graded, smoothed & grassed immediately upon completion of utility installation.
13. No construction shall commence until all permits have been obtained from SCDHEC and the applicable City of Columbia.
14. Contractor shall notify the the applicable City of Columbia 48 hours prior commencing construction.
15. All elevations are referenced to Mean Sea Level (MSL) datum.
16. Proir to construction, all easements for utilities to be placed on adjacent properties shall have been obtained by the developer.
17. All excavations for this project are unclassified. When excavating, remove all materials encountered.
18. No valves or structures shall be placed in the pavement or in the way of curb and gutter.

Legend
- SCDOT asphalt pavement
- New Bituminous pavement

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
Vijay K. Chao 24357
SURVEYOR
CHAO & ASSOCIATES No. C00357
CERTIFICATE OF AUTHORIZATION

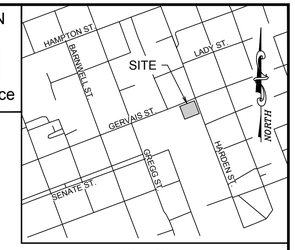
Utility Connection Map
Building Addition One Stop Shell
Prepared for:
Shri Ashapuri, LLC
2020 Gervais Street, Columbia SC 29204

Drawn: TKS Checked: JMF
Revised:
2-2-2018 - Reconfigure both access drives
File: 398915CR3.dwg Project No.: 398915

C4.0
Sheet Number
August 30, 2017
Date

GERVAIS STREET (US HWY 1 & 378)
(R/W VARIES) (SCDOT FILE: 40.424)
35 MPH

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
Palmetto Utility Protection Service



LOCATION MAP
NOT TO SCALE

DISTURBED AREA: 0.3 ACRES

CONTROL POINT ½" REBAR
N:790354.8562
E:1994156.5782
EL =259.89

TBM: RR SPIKE IN PP
EL: 252.52 NAVD88 DATUM

IPF ½" REBAR

N66°50'51"E 102.24'
N71°21'46"E 58.17'
N67°02'15"E 87.63'
N21°55'02"W 7.99'
N66°38'33"E 40.13'

HARDEN STREET (S-40-10W)
(110' R/W) (CITY OF COLUMBIA PROJECT SS819 PHASE A) SHEETC2.1
25 MPH

PLANTER
RECOVERY VAULT (TYP.)
BILLBOARD
CONCRETE TRENCH W/ EVACUATION LINES
EVACUATION LINES
STORAGE TANKS
CLOTHING DROP OFF BOX
GAS PUMPS
CANOPY TO REMAIN
GAS PUMPS
APPROX. LOCATION OF SEWER MANHOLE AND 8" SEWER MAIN
EXIST. DI
TOP: 254.88
INV:12" RCP: 252.43 (APPROX.)
(INVERT CLOGGED)

N/F
HARDENPLACE, LLC
TMS#R11406-12-01
N22°04'36"W 122.10'
VENT PIPES
RETAINING WALL
Concrete washout
Construction entrance, see detail
Sediment tube, typ.
Limit of disturbance, typ.
Inlet protection, typ.
Silt fence, typ.
Limit of disturbance, typ.
CYCLONE FENCE
KEROSENE TANK
(3)16" BIRCH
8" CHERRY
S66°16'00"W 39.61'
GATE
CONNEX TO REMAIN
CONNEX TO REMAIN
CONDUIT
WOOD FENCE TO REMAIN
EDGE OF CANOPY (EXISTING)
ONE STORY BLOCK & STUCCO BUILDING (EXISTING) FFE: 255.10
Proposed Building
APPROX. 8" SEWER MAIN
Silt fence, typ.
Limit of disturbance, typ.
Inlet protection, typ.
4" PVC
2" RCP
ELEC BOX
SDMH
TOP: 249.94
INV: 245.10
INV: 245.10
INV: 245.02
S68°23'30"W 145.77'
Limit of disturbance, typ.
N/F
COOK OUT-COLUMBIA, INC
TMS#R11406-12-05
EXIST. DI
TOP: 250.03
INV IN 4" PVC: 247.73
INV IN 6" PVC: 247.28
INV OUT 12" RCP: 245.89
PARTIALLY FILLED W/ DEBRIS
IPF ½" REBAR
15" RCP

Construction notes:

1. During construction and until turf is established, use the filter fabric inlet protection shown on detail sheet around all inlets and place and maintain the protection as required to prevent erosion and sedimentation runoff.
2. Contractor shall verify all existing field conditions and utilities prior to beginning work.
3. Provide silt fence and/or other erosion control devices, as may be required, to control soil erosion during construction. All disturbed areas shall be cleaned, graded and stabilized with grassing immediately after completion of construction in the area.
4. Prior to any digging the contractor is required to contact 811 72 hrs prior to commencing construction.
5. Contractor to repair any damage done to existing pavement, fencing, etc.. due to construction entirely at their expense.
6. If necessary, slopes which exceed four vertical feet or 4:1 slopes should be stabilized with an approved turf reinforcing mat in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed daily until slope is brought to grade.
7. Contractor must take necessary action to minimize the tracking of mud onto the paved roadway from construction areas. Contractor to daily remove mud/soil from pavement as required. The contractor to perform street sweeping if vehicle tracking is observed.
8. 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 offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized to the satisfaction of the City of Columbia and SCDHEC.
9. All excavation is unclassified. Excess material is to be removed from the site and disposed of in a legal manner.

Legend
- SCDOT asphalt pavement
- New Bituminous pavement

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

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Email: consult@chaoinc.com

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER
Vishnu Kumar Chao
No. 23487
REGISTERED
2018-08-29 15:11:47 -04'00'

SOUTH CAROLINA
CHAO & ASSOCIATES
No. C00357
CERTIFICATE OF AUTHORIZATION

Erosion & Sediment Control Plan
Building Addition One Stop Shell
Prepared for:
Shri Ashapuri, LLC
2020 Gervais Street, Columbia SC 29204

Drawn: TKS Checked: JMF
Revised:
2-2-2018 - Reconfigure both access drives
File: 398915CR3.dwg Project No.: 398915

C3.2
Sheet Number
August 30, 2017
Date

We Are Columbia

MEETING DATE: **October 2, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the appointment of one (1) individual to the Midlands Authority For Conventions, Sports and Tourism.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** MACST Memo 092018 (PDF)

HISTORY:

09/18/18	**Columbia City Council**	**DEFERRED**

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, Office of the City Manager

DATE: September 4, 2018

SUBJECT: Midlands Authority for Conventions, Sports, and Tourism

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Purpose: The purpose of the Authority shall be to: (a) engage in all aspects and/or activities related directly or indirectly to the design, development, management, operation, or any other functions pertaining to a regional conference/convention facility located in the City of Columbia, South Carolina; (b) participate in similar activities with respect to parking and other facilities that directly or indirectly support the operation of the Center.

Composition: This board is multijurisdictional with Richland and Lexington County each appointing two (2) individuals. The City appoints five (5) members who serve a three (3) year term with one (1) re-appointment. The by-laws specify that one appointment must be from the **hospitality industry** and one must be employed in the **lodging industry.**

Request: Council is asked to appointment one (1) individual to the Midlands Authority for Conventions, Sports, and Tourism board.

Applicants

Richard Rowe
1324 Pulaski Street
Columbia, SC 29201
District 2

Retired

William Kramer
876 Burnside Drive
Columbia, SC 29209
District 4

Agency Sales Manager
Colonial Life

John Hardee
296 Tombee Lane
Columbia, SC 29209
District 4

Public Affairs
Lamar Adv.

CURRENT MEMEBERS	DATE APPOINTED	START	END
John Katz 823 Albion Road Columbia, SC 29205 (913) 433-7557 President Columbia Fireflies, LLC 1640 Freed Street Columbia, SC 29201 (803) 888-3030 jkatz@columbiafireflies.com	07/18/2017	07/19/2017	08/01/2020
Sam Johnson 1155 Lady Street Columbia, SC 29201 (803) 397-5920 Law Clerk/Project Strategist 1230 Main Street Columbia, SC 29201 (803) 540-2139 spjohnson@nexsenpruet.com	07/18/2017	07/19/2017	08/01/2020
Andrew Lucas 6503 Sandale Drive Columbia, SC 29206 General Manager Inn at USC Wyndham Garden 1200 Hampton Street Columbia, SC 29201 (803) 779-7779 alucas@innatusc.com	11/01/2016	11/15/2016	12/01/2019
John Hardee-TERM EXPIRED Lamar Advertising 1221 Atlas Road Columbia, SC 29209 **City of Columbia**	 12/10/2013 05/05/2015	06/2010 06/2012 07/01/2015	06/2012 06/30/2015 06/30/2018

CURRENT MEMEBERS	DATE APPOINTED	START	END
Janice Marshall 101 Louthian Way Blythewood, SC 29016 (803) 261-7786	12/10/2013 07/18/2018	01/01/2014 07/19/2017	06/30/2017 08/01/2020

Executive Director
James Clyburn Research and
Scholarship Foundation
(803) 255-0003
clyburnfoundation@yahoo.com

Bill Ellen - CEO
1600 Lincoln Street
Columbia, SC 29201
(803) 545-3007
bellen@columbiaauthority.com