COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 21, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, November 21, 2023 at 4:00 PM at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the October 17, 2023 Work Session and Council Meeting Minutes.

2. Council is asked to approve the April 11, 2023 Budget Workshop Minutes.

PRESENTATIONS

3. Mr. Julian H. Heyward Day Proclamation - The Honorable Tina N. Herbert

4. Update from the South Carolina Ballet - Mr. William Starrett, CEO & Artistic Director / South Carolina Ballet

CONSENT AGENDA ITEMS 5 THROUGH 29

5. Council is asked to approve a Purchase of Storage Area Network Support Maintenance Services, as requested by the Information Technology Department on October 20, 2023. Award to Hewlett Packard Enterprise Company using the SC State Contract in the amount of $71,585.08. This vendor is located in Palo Alto, CA.

   Funding Source: Information Technology - Maintenance & Service Contract (1011120-638200). The original budget amount is $71,585.08.

6. Council is asked to approve a new Contract for Geographic Information System (GIS) Software License and Maintenance Services, as requested by the Information Technology Department on September 9, 2023. Award to Environmental Systems Research Institute, Inc., using the SC State Contract in the amount of $112,020.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date seven months from commencement and the option to renew for two additional one-year periods. This vendor is located in Redlands, CA.

   Funding Source: Police Administrative Services-Software License (1012402-627510) $3,630.00; Development Services-Maintenance and Service Contract (1014101-638200) $3,740.00; Engineering-Water System Improvement-Software License (5516220-627510) $28,270.00; Utilities Water Distribution and Maintenance-Software License (5516203-627510) $7,700.00; Traffic Engineering-Maintenance and Service Contract (1013203-638200) $2,447.50; Public Works Administration-Software License (1011124-627510) $2,062.50; Streets-Storm Drains-Maintenance and Service Contract (5534203-638200) $220.00; Emergency Management-Software License (1012201-627510) $1,100.00; Geographic Information System-Maintenance and Service Contract (5511121-638200) $48,660.00; Utilities Wastewater Maintenance-Software License (5516205-627510) $14,190.00. The original budget amount is $112,020.00.

7. Council is asked to approve additional funding for Cloud Hosting Services, as requested by the Budget, Program Management and Grants Office on October 30, 2023. Award to Hansen Banner, LLC in the amount of $132,102.00. The current term of the automatic annual renewal agreement ends on June 30, 2024. This vendor is located in Allentown, PA.

   Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The current budget amount is $132,102.00.

8. Council is asked to approve an American Rescue Plan Act of State and Local Fiscal Recovery Fund Sub-award Agreement in support of providing enhanced social and physical engagement for older adults at the Lourie Center, as requested by the Budget, Program Management & Grants Department. Award to Senior Resources in the amount of $150,000.00 per year for three (3) years in a total amount of $450,000.00.

   Funding Source: American Rescue Plan Act (2619999-ARPA202311).

   Endorsed by the Health, Social, and Environmental Affairs Committee on June 27, 2023.

9. City Council is asked to approve a new Professional Services Contract for Rapid Shelter Security Services, as requested by the Columbia Police Department on November 3, 2023. Award to Universal Protection Services dba Allied Universal Security using the General Services Administration Cooperative Contract in an amount not to exceed $640,000.00, which includes contingency. The initial term of the agreement will take effect upon the issuance of a Notice to Proceed with an end date one-year from commencement with the option to renew for three (3) additional one-year periods. This contractor is located in Columbia, SC.

   Funding Source: Police Administrative Services - Professional Services (1012402-636600). The original budget amount is $640,000.00.

10. Council is asked to approve a new Professional Services Contract for a Parks and Recreation Ten-Year Master Plan, as requested by the Parks and Recreation Department on November 29, 2022. Award to Weston and Sampson Engineers, Inc. in an amount not to exceed $111,500.00, which includes contingency. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date ten months from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

    Funding Source: Parks and Recreation Administration - Professional Services (1015101-636600). The original budget amount is $111,500.00.

    Weston and Sampson, Engineers, Inc. is the prime and will provide existing conditions analysis, community recreation needs assessment, and report services at 62.03% ($69,160.00) of the total contract amount.

    The following subconsultants will provide additional services:

    4D Engineering, LLC, a Minority Business Enterprise (W) of Lexington, SC will provide park system inventory and capital improvement planning services at 10.17% ($11,340.00) of the total contract amount.

P.J. Noble and Associates, Inc., a Minority Business Enterprise (W) of Columbia, SC will provide public outreach services at 4.48% ($5,000.00) of the total contract amount.

RRC Associates, Inc. of Boulder, CO will provide a statistically valid survey at 23.32% ($26,000.00) of the total contract amount.

11. Council is asked to approve a new Construction Contract for the Randall Avenue Pocket Park, as requested by the Parks and Recreation Department on September 15, 2023. Award to Southern Vistas, Inc., in an amount not to exceed $270,074.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in Columbia, SC.

Funding Source: Parks and Recreation - Capital Project Costs (4039999-PK121201-658650) $252,074.00 and Community Development Block Grant (CDBG) $18,000.00. The original budget amount is $270,074.00.

Southern Vistas, Inc. is the prime contractor and will provide landscaping and concrete services at 58.26% ($151,932.00) of the total contract amount.

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

K.R. Services, LLC, located in Columbia, SC, will provide steel erection at 7.98% ($20,800.00) of the total contract amount.

Churchich Recreation, located in Charleston, SC, will provide a polygon shelter at 28.76% ($75,000.00) of the total contract amount.

RH Smith Lumber Company, located in West Columbia, SC, will provide fencing materials at 2.00% ($5,215.00) of the total contract amount.

Concrete Supply, located in Columbia, SC, will provide concrete at 3.00% ($7,823.00) of the total contract amount.

12. Council is asked to approve a new Construction Contract for Project PK006705; Owens Field Athletic Park Revitalization Phase 1, as requested by the Parks and Recreation Department on July 20, 2023. Award to Chason Landscaping, LLC, in an amount not to exceed $900,000.00, which includes contingency. The initial term of the contract will take effect upon the issuance of the Notice to Proceed with an end date of August 31, 2024 and the option to renew for one additional one-year period. This contractor is located in Columbia, SC.

Funding Source: General Capital Projects - Owens Field Site/Park Improvement Phase I - Capital Project Costs (4039999-PK006705-658650). The original budget amount is $900,000.00.

13. Council is asked to approve new Sole Source Contracts, as requested by various City Departments. Award to the following vendors in the total amount of $342,171.30.

Item	Vendor and Location	Description	Term	Amount
a.	Blanchard CAT Fremont, CA	Generator repairs needed at several Pump Stations, as requested by Columbia Water on July 31, 2023.	(7/1/23 - 6/30/24) The initial term is for one year with the option to renew for one additional one-year periods.	*$168,629.38*
Funding Source: Utility Lake Murray Water Plant – Maintenance & Service Contracts (5516207-638200). The original budget amount is $168,629.38.				
b.	WC Equipment Sales Inc. Columbia, SC	New Vaughn Pump, replacement parts/products, preventative / repair maintenances services, as requested by Columbia Water on September 6, 2023.	(10/1/2023 - 6/30/2024) The initial term is 9 months with the option to renew for one additional one-year period.	*$53,856.64*
Funding Source: Utilities Metro Wastewater Plant – Machinery & Equipment-Capital (5516287-658300). The original budget amount is $53,856.64				
c.	Ross Valve Troy, NC	Pressure relief valves, maintenance kits & seat rings, discs & packing for PRV sites and the Canal and Lake Murray Water Treatment Plant sites, as requested by Columbia Water on September 27, 2023.	(9/5/2023 - 6/30/2024) The initial term is 10 months, with the option to renew for one additional one-year period.	*$50,441.08*
Funding Source: Utilities Lake Murray Water Plant – Small Hand Tools/ Other Equipment (5516207-623100) $25,220.50. Utilities Columbia Canal Water Treatment Plant – Small Hand Tools/Other Equipment (5516206-623100) $25,220.50. The original budget amount is $50,441.08.				
d.	Municipal Emergency Services, Inc. Columbia, SC	Target Solutions Comprehensive Suite of web-based solutions used to track and maintain training and ISO records, as requested by the Columbia Fire Department on October 10, 2023.	(11/21/2023 - 6/30/2024) The initial term is 7 months, with the option to renew for one additional one-year period.	*$69,244.20*
Funding Source: Fire Suppression – Software License (1012303-627510) $34,622.10. Fire Administration County – Software License (2082301-627510) $34,622.10. The original budget amount is $69,244.20.				
Total Amount:				***$342,171.30***

14. Council is asked to approve the Purchase of Vehicles for various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract and Sourcewell Cooperative Contract in the amount of $648,532.00

Item	Vendor and Location	Vehicle	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Four 2023 F-150 Super Duty XL 4WD Super Crew Trucks, as requested by the Columbia Police Department on September 12, 2023.	$194,204.00
Funding Source: Police Drug Enforcement - Auto, Trucks, Heavy Equipment-Capital (2042408-658500). The original budget amount is $194,204.00.			
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two 2024 Nissan Altima 2.5 S Sedan, as requested by the Columbia Police Department on September 12, 2023.	$52,150.00
Funding Source: Police Drug Enforcement - Auto, Trucks, Heavy Equipment-Capital (2042408-658500). The original budget amount is $52,150.00.			
c.	Blanchard Machinery Company West Columbia, SC	Motor Grader (Weilier G65), as requested by the Public Works Department for the Street Division on September 28, 2023.	$222,603.00
Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is $222,603.00.			
d.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two 2024 Nissan Altima 2.5 S Sedan, as requested by Columbia Water for the Water Distribution Division on September 26, 2023.	$52,052.00
Funding Source: Meter Reading – Auto, Trucks, Heavy Equipment - Capital (5516202-658500). The original budget amount is $52,052.00.			
e.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Super Duty F-250 SRW XL 4WD Crew Cab Trucks, as requested by the Columbia Fire Department on October 5, 2023.	$71,341.00
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is $71,341.00.			
f.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Transit RWD Cargo, as requested by the Parks & Recreation Department on October 6, 2023.	$56,182.00

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is $56,182.00.	
Total	***$648,532.00***

15. Council is asked to approve Contract Amendment #4 for Project SS7382; Design of the Wastewater Compliance and Lift Station Maintenance Facility, as requested by Columbia Water on September 27, 2023. Award to Goodwyn Mills & Cawood, LLC in the amount of $71,000.00. The current term of the contract ends on December 31, 2023 and this amendment extends the contract base period to December 31, 2024. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects - Compliance and Lift Station Maintenance - Capital Project Costs (5529999-SS738202-658650). The current budget amount is $382,915.00. The budget amount for this amendment is $71,000.00. The total revised budget amount is $453,915.00.

The Columbia Disadvantaged Business Enterprise (CDBE) project goal of 10% was exceeded at 22.4% of the original contract amount of $330,000.00. With the approval of this contract amendment, the CDBE percentage is 20.09% of the revised contract amount of $453,915.00.

Goodwyn Mills & Cawood, LLC is the prime and will provide architectural services at 44.08% ($31,300.00) of the amendment amount.

The following subconsultants will provide additional services:

Chao & Associates, Inc., a Minority Business Enterprise and a Columbia Disadvantaged Business Enterprise (CDBE) of Columbia, SC, will provide floodplain mitigation engineering and structural engineering services at 10.49% ($7,450.00) of the amendment amount.

Rebecca M. Looney & Associates, a Minority Business Enterprise (W) and a Columbia Disadvantaged Business Enterprise (CDBE) of Ballentine, SC, will provide landscape architecture services at 9.51% ($6,750.00) of the amendment amount.

Swygert & Associates, of Cayce, SC, will provide mechanical engineering services at 2.11% ($1,500.00) of the amendment amount.

Belka Engineering Associates, of Columbia, SC, will provide electrical engineering services at 4.23% ($3,000.00) of the amendment amount.

Goodwyn Mills & Cawood, LLC (Civil), of Columbia, SC, will provide civil engineering services at 29.58% ($21,000.00) of the amendment amount.

16. Council is asked to approve a new Construction Contract for Project WM4773; Fire Hydrant Replacements within Water Maintenance Districts 2 & 5, as requested by Columbia Water on September 27, 2023. Award to Carolina Tap & Bore, Inc., in an amount not to exceed $589,339.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in West Columbia, SC.

Funding Source: Columbia Water – Capital Project Costs (5529999-WM477301-658650). The original budget is $589,339.80.

Carolina Tap & Bore, Inc. is the prime contractor and will provide fire hydrant replacements at 60.29% ($296,116.50) of the contract amount.

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

Fortiline Waterworks, located in Columbia, SC, will provide materials at 29.73% ($146,000.00) of the total contract amount.

LG Utility Contractors, Inc., a Minority Business Enterprise (W) located in Chapin, SC, will provide fire hydrant replacements at 9.98% ($49,000.00) of the total contract amount.

17. Council is asked to approve a new Construction Contract for Project WM4772; Fire Hydrant Replacements within Water Maintenance Districts 1 & 4, as requested by Columbia Water on September 27, 2023. Award to GH Smith Construction, Inc., in an amount not to exceed $880,200.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in Columbia, SC.

Funding Source: Columbia Water – Capital Project Costs (5529999-WM477301-658650). The original budget amount is $880,200.00.

GH Smith Construction, Inc., is the prime contractor and will provide fire hydrant replacement at 55.70% ($408,593.89) of the contract amount.

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

Smoak Construction, LLC, a Minority Business Enterprise (W) located in Little Mountain, SC, will provide fire hydrant installation at 10.00% ($73,350.00) of the total contract amount.

Fortiline Waterworks, located in Columbia, SC, will provide hydrants/fittings and valves at 31.43% ($230,556.11) of the total contract amount.

Argos, located in Columbia, SC, will provide concrete at 2.18% ($16,000.00) of the total contract amount.

Reeves Construction, located in Columbia, SC, will provide asphalt at 0.69% ($5,000.00) of the total contract amount.

18. Council is asked to approve Contract Amendment #1 for Project SD8450; Stormwater Program Management Services, as requested by Columbia Water on September 29, 2023. Award to Woolpert, Incorporated in the amount of $2,040,000.00. This is year two of the initial contract term and this amendment provides funding for year two. The initial term of the contract ends on October 23, 2025. This firm is located in Columbia, SC.

Funding Source: Stormwater Improvement Capital Project Control - Project Management System Improvements Project - Capital Project Costs (5549999-SD845001-658650) $1,830,000.00; Engineering Storm Water Improvements - Special Contracts-W/S, SW (5534202-638305) $210,000.00. The current budget amount is $1,948,000.00. The budget amount for this amendment is $2,040,000.00. The total revised budget amount is $3,988,000.00.

Woolpert, Inc. is the prime consultant and will provide capital improvement project services, asset management program services, program management, and other services at 85.85% ($1,751,319.57) of the amendment amount.

The following subconsultants will provide additional services:

Chao & Associates, a Minority Business Enterprise located in Columbia, SC, will provide engineering, inventory, mapping, easement/right-of-way, and construction management services at 7.39% ($150,870.00) of the amendment amount.

HDR, Inc., located in Columbia, SC, will provide public outreach, easement/right-of-way, low impact development, green stormwater infrastructure design and evaluation, and public/private partnership services at 0.70% ($14,271.08) of the amendment amount.

P.J. Noble & Associates, Inc., a Minority Business Enterprise (W) located in Columbia, SC, will provide public meetings and outreach services at 4.43% ($90,339.34) of the amendment amount.

Southern Commercial Development, LLC, a Minority Business Enterprise (W) located in Lexington, SC, will provide traffic control services at 0.16% ($3,200.01) of the amendment amount.

Clemson University, located in Clemson, SC, will provide public/private partnership and student education services at 1.47% ($30,000.00) of the amendment amount.

19. Council is asked to approve Contract Amendment #9 for Project SS733702; East Rocky Branch Sewer Improvements Phase II, as requested by Columbia Water on October 3, 2023. Award to Hussey Gay Bell in the amount of $96,000.00. The current term of the contract ends on December 31, 2023. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects - East Rocky Branch Imp Phase 02 - Capital Project Cost (5529999-SS733702-658650). The current budget amount is $1,827,000.00. The budget amount for this amendment is $96,000.00. The total revised budget amount is $1,923,000.00.

This is a Mentor Protégé Program project. Hussey Gay Bell is the mentor and will provide engineering services in construction at 50.00% ($48,000.00) of the amendment amount.

Civil Engineering of Columbia, located in Columbia, SC, is the protégé and will provide assistance with construction administration and inspections at 50.00% ($48,000.00) of the amendment amount.

20. Council is asked to approve Change Order #6 Final for Project SS733702; East Rocky Branch Improvements Phase II, as requested by Columbia Water on September 7, 2023. Award to S. J. Louis Construction in the amount of $374,588.50. The current term of the contract ends on December 26, 2023. This firm is located in Rockville, MN.

Funding Source: Water & Sewer Capital Projects - Rocky Branch Imp Phase 02 - Capital Project Costs (5529999-SS733702-658650). The current budget amount is $21,897,459.48. The budget amount for this change order is $374,588.50. The total revised budget amount is $22,272,047.98.

21. Council is asked to approve a new Construction Contract for Woodcreek Farms Road Rebuild Project, as requested by the Public Works Department on July 21, 2023. Award to Lynches River Contracting, Inc., in an amount not to exceed $2,618,316.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 90 days from commencement. This contractor is located in Pageland, SC.

Funding Source: Public Works-Street Division (4079999-SR194201-658650). Reimbursement funding for this project is coming from the CTC (County Transportation Committee). The original budget is $2,618,316.00.

Lynches River Contracting, Inc. is the prime contractor and will provide paving services at 93.77% ($2,046,025.50) of the contract amount.

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

Benton Concrete & Utilities, LLC, located in Conway, SC, will provide concrete flatwork at 1.86% ($40,655.00) of the total contract amount.

Straight Line, Inc., a Minority Business Enterprise located in Conway, SC, will provide pavement markings at 0.23% ($5,000.00) of the total contract amount.

Villager Construction, located in Fairport, NY, will provide milling at 4.14% ($90,249.50) of the total contract amount.

22. Council is asked to Ratify Thirteen (13) Emergency Procurements for the repair of waterlines, roadways, and meter relocations throughout the City, as requested by various City Departments. Award to the lowest responsive bidder for each project in a total amount of $3,993,110.70.

Item	Vendor and Location	Description	Amount
a.	Pulliam Restoration Columbia, SC	Water damage repair at 2221 Devine Street, as requested by Support Services on August 7, 2023.	*$206,721.98*
Funding Source: General Support Services – Building Maintenance Repair (1011201-638100). The original budget amount is $206,721.98.			
b.	Lake Murray Utilities Chapin, SC	Replacement of a 12" waterline on Wheat Street, as requested by Columbia Water on August 8, 2023.	*$303,303.92*
Funding Source: Water & Sewer Capital Projects – Capital Projects Cost (5529999-658650). The original budget amount is $303,303.92.			
c.	Vortex Services Tampa, FL	Lining of an existing of a 72" storm drainage pipe on Cherokee Street between Hampton and Washington Streets, as requested by Columbia Water on August 9, 2023.	*$792,553.70*
Funding Source: Storm Water Improvements Capital Projects Cost – Capital Projects Cost (5549999-658650). The original budget amount is $792,533.70.			
d.	Carolina Tap & Bore West Columbia, SC	Replacement of a 16" waterline on Woodlake Bridge, as requested by Columbia Water on August 10, 2023.	*$536,611.32*
Funding Source: Water & Sewer Capital Projects – Capital Projects Cost – 16" WM for 1600/1700 Woodlake (5549999-WM4734701-658650). The original budget amount is $536,611.32.			
e.	Carolina Tap & Bore West Columbia, SC	Installation of new 6" waterlines on Cokesbury Drive, Chesnee Drive, and Barksdale Drive, as requested by Columbia Water on September 28, 2023.	*$412,246.80*
Funding Source: Water & Sewer Capital – Capital Projects Cost – WM along Cokesbury/Chesnee/Barksdale (5529999-WM473901-658650). The original budget amount is $412,246.80.			
f.	Carolina Tap & Bore West Columbia, SC	Replacement of a 24" waterline on Harden Street, as requested by Columbia Water on September 28, 2023.	*$549,105.48*
Funding Source: Water & Sewer Capital Projects – Harden Street 24" Lock Joint Relocation – Capital Project Costs (5529999- WM474901-685650). The original budget amount is $549,105.48.			

g.	CR Jackson Columbia, SC	Repair and replacement of a 6" waterline located within the intersection of St. Andrews and Lake Murray Blvd, as requested by Columbia Water on August 10, 2023.	*$409,678.50*
Funding Source: Water & Sewer Capital – Capital Projects Cost – WM at St. Andrews/Lake Murray (5529999-WM475801-658650). The original budget amount is $409,678.50.			
h.	TCO Construction Sumter, SC	Installation of a 6" waterline on Norse Way, as requested by Columbia Water on August 23, 2023.	*$102,252.78*
Funding Source: Water & Sewer Capital – Capital Projects Cost – 6" WM for Norse Way Cul-de-Sac (5529999-WM475601-658650). The original budget amount is $102,252.78.			
i.	Trane Columbia, SC	Replacement of 3 HVAC systems at Hyatt Park, as requested by Support Services on September 7, 2023.	*$83,243.16*
Funding Source: Support Services Public Building – Maintenance & Contract Services (5511219-638200). The original budget amount is $83,243.16.			
j.	Lake Murray Utilities Chapin, SC	Installation of a 6" waterline on Forest Drive, as requested by Columbia Water on August 2, 2023.	*$207,066.00*
Funding Source: Water & Sewer Capital Projects – Forest Drive Water Main Upgrade – Capital Project Costs (5516208-WM472901-625600). The original budget amount is $207,066.00.			
k.	Powerhouse Mechanical Repair Inc. Charlotte, NC	Aeration Blower rebuild for three blowers, as requested by Columbia Water on July 24,, 2023.	*$74,635.75*
Funding Source: Utilities Metro Wastewater Plant – Equipment Repair/Service Supply (5516208 -631800). The original budget amount is $74,635.75.			
l.	LAD Construction Swansea, SC	Installation of a 6" waterline and service renewals on Golden Court, as requested by Columbia Water on August 9, 2023.	*$100,200.00*
Funding Source: Water & Sewer Capital Projects – WM Upgrade/Service Renew along Golden Court – Capital Project Costs (5529999- WM474701-685650). The original budget amount is $100,200.00.			
m.	Xylem Water Solutions Charlotte, NC	Repair of the Flygt ACT Transport PMA pump and repair of the cables/hoses at West Columbia Pump Station, as requested by Columbia Water on October 3, 2023.	$155,491.31
Funding Source: Utilities Metro Wastewater Plant – Machinery & Equipment-Capital (5329999-658300). The original budget amount is $155,491.31.			
Total Amount:			***$3,993,110.70***

23. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3214 Bluff Road; TMS#13500-02-02

Ordinance No.: 2023-118 - Annexing 3214 Bluff Road, Richland County TMS #13500-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned M-1 by Richland County.

Applicant: Columbia Empowerment Zone, Inc.

Staff Recommendation: Approval

PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given October 17, 2023.

24. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3650 Bluff Road; TMS#13510-01-02

Ordinance No.: 2023-119 - Annexing 3650 Bluff Road, Richland County TMS #13510-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned GC by Richland County.

Applicant: Columbia Empowerment Zone, Inc.

Staff Recommendation: Approval

PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given October 17, 2023.

25. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 118 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32

Ordinance No.: 2023-121 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 118, 118 1/2, 126, 132, and 138 Bluff Road; Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32; annexed by Ordinance No.: 2023-074 enacted July 18, 2023

Council District: 3

Proposal: Request to confirm future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3). The property is currently assigned an interim future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3).

Applicant: City of Columbia

Staff Recommendation: Approval

Annexation
PC Recommendation: 06/08/2023; Approval (7-0)
First Reading: 06/20/2023; Approved
Second Reading: 07/18/2023; Approved

FLU, ZMA Confirmation
PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given on October 17, 2023.

26. ZONING MAP AMENDMENT CONFIRMATION for 118, 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32

Ordinance No.: 2023-122 - Amending the Official Zoning Map to confirm the zoning for 118, 118 ½, 126, 132 and 138 Bluff Road, Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33 and 11204-02-32 ; annexed by Ordinance No.: 2023-074 enacted July 18, 2023

Council District: 3

Proposal: Request to confirm the zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP). The properties are currently assigned an interim zoning classification of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Foxfire Management Company, LLC/City of Columbia

Staff Recommendation: Approval

Annexation
PC Recommendation: 06/08/2023; Approval (7-0)
First Reading: 06/20/2023; Approved
Second Reading: 07/18/2023; Approved

FLU, ZMA Confirmation
PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given on October 17, 2023.

27. ZONING TEXT AMENDMENT for 1531 Taylor Street, TMS#11403-13-09

Ordinance No.: 2023-124 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks

Council District: 2

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Applicant: Seth Rose, property owner

Staff Recommendation: Approval

D/DRC Recommendation: 08/17/2023; Approval (4-0)

PC Recommendation: 10/12/2023; Approval (SC Code §6-29-760 - recommendation section)

First reading approval was given on October 17, 2023.

28. Ordinance No.: 2023-093 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, Sec. 14-108, Discharge of Fireworks

Endorsed by the Public Safety Committee on September 26, 2023.

First reading approval was given on October 17, 2023.

29. Ordinance No.: 2023-123 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms, Sec. 10-2, False alarm procedure and user fee

First reading approval was given on October 17, 2023.

ZONING / PLANNING MATTERS - FIRST READING

30. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 9.28 acres E/S Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old LeGrand Road; TMS# 17104-02-02, 17104-02-03, 17104-02-04

Ordinance No.: 2023-120 - Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old Legrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density), portions within a Priority Investment Area, and zoned GC by Richland County.

Applicant: First Piedmont SC, LLC / Haven Communities

Staff Recommendation: Denial

PC Recommendation: 10/12/2023; Approval (SC Code §6-29-760 - see staff recommendation section)

The public hearing was held on October 17, 2023 and first reading was deferred.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

31. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1200 Heyward Street, formerly known as 101 S. Evans Street; TMS#11301-10-01

Ordinance No.: 2023-126 - Annexing 1200 Heyward Street, formerly known as 101 S. Evans Street Richland County TMS #11301-10-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map
Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Mixed Residential - Type 3 (UCMR-3) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: Chase Family Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (7-0)

32. ZONING MAP AMENDMENT for 2401 Gadsden Street, 701 Chester and NX701 Chester TMS# 09012-01-16, 09012-01-15, and 09012-01-14

Ordinance No.: 2023-127 - Amending the Official Zoning Map to modify the zoning for 2401 Gadsden Street, 701 Chester Street and NX701 Chester Street, Richland County TMS# 09012-01-16, TMS #09012-01-15 and 09012-01-14

Council District: 1

Proposal: Request to rezone the property from Residential Single Family- Small Lot District (RSF-3) to Mixed-Use District, (MU-2)

Applicant: Jennifer Powers, owner

Staff Recommendation: Denial

PC Recommendation: 10/30/2023; Denial (7-0)

33. ZONING MAP AMENDMENT for 2212 Senate Street TMS#11410-22-06

Ordinance No.: 2023-128 - Amending the Official Zoning Map to modify the zoning for 2212 Senate Street, Richland County TMS# 11410-22-06

Council District: 2

Proposal: Request to rezone the property from Residential Single Family - Small Lot District (RSF-3) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP) to Residential Mixed District (RM-1) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP)

Applicant: Miles Madden, Felix Allen Capital, LLC and Timothy Webb, More Than 9 to 5, LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (5-2)

PUBLIC HEARING & ORDINANCE FIRST READING

34. Ordinance No.: 2023-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock to add Sec. 4-37, Temporary Use of Goats for Prescribed Grazing and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences

Endorsed by the Health, Social, and Environmental Affairs Committee on August 22, 2023.

ORDINANCES - FIRST READING

35. Ordinance No.: 2023-115 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (LDE, LLC and Shop Grove 1, LLC, Richland County TMS #R16200-04-18 and R13500-03-05)

Endorsed by the Economic Development and Infrastructure Committee on October 17, 2023.

36. Ordinance No.: 2023-125 - Granting an encroachment to Midtown Fellowship for the use of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01

37. Ordinance No.: 2023-129 - Authorizing the City of Columbia, South Carolina, to execute and Deliver an Equipment Lease Purchase Agreement in the amount of not exceeding $9,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

38. Ordinance No.: 2023-130 - Authorizing the City Manager to execute an Assignment and Assumption of Lease and Lessor’s Consent between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc. for a portion of real property located within Maxcy Gregg Park

RESOLUTIONS

39. Resolution No.: R-2023-088 - Authorizing and approving the City Manager's execution of a Waiver of the City's Right to Repurchase 10 acres, Richland County TMS #13508-02-01, located on The Boulevard, in the Columbia Industrial Park provided for in restrictions of record recorded in Book 405 at Page 1697

40. Resolution No.: R-2023-089 - Amending Resolution No.: R-2023-036, a Resolution Authorizing the Mayor and City Council to Execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement Between the City of Columbia and the South Carolina Office of Resilience to fund a stormwater infrastructure improvement project that will mitigate the impact of future disasters

41. Resolution No.: R-2023-090 - Adopting the Office of Business Opportunities Stimulus Program *(Grocery Store Incentive)*

    Endorsed by the Community Development Committee on October 3, 2023.

42. Resolution No.: R-2023-091 - Authorizing the City Manager to execute and to file a Request for Exclusion and other such documents as necessary for the City of Columbia, South Carolina to opt out of the nationwide class settlements related to Per- and Polyfluorinated Substances (PFAS)

EVENT RESOLUTIONS

43. Resolution No.: R-2023-072 - Authorizing consumption of beer and wine only at the Chili Cook-Off at the 2100 block of Greene Street and the 700 and 800 blocks of Pavillion Avenue on Saturday, December 2, 2023

APPOINTMENTS

44. Columbia Prepares Advisory Committee

45. Historic Columbia Foundation

46. Planning Commission

47. Riverbanks Zoo

OTHER MATTERS

48. Council is asked to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Ms. Deandra L. Wolley doing business as Dee's Classy Rider, LLC located at 125 Diamondhead Drive, Orangeburg, SC 29118.

49. Council is asked to approve the Proposed Meeting Schedule for 2024.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS

PUBLIC INPUT

ADJOURNMENT

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Council is asked to approve the October 17, 2023 Work Session and Council Meeting Minutes.**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_10172023_WS (PDF)
- #b: MN_10172023 (DOCX)

Draft
10/17/2023

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 17, 2023

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, October 17, 2023 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 11:19 a.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. The Honorable Aditi Bussells was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

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

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Brown, Council voted unanimously to enter into Executive Session at 11:22 a.m. for the discussion of **Item 1**.

1. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2) – *Received as information.*

    - *Disparity Study*
    - *Department of Mental Health Surplus Property*

ADJOURNMENT

The meeting was adjourned at 1:45 p.m.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 17, 2023

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 17, 2023

CALL TO ORDER

The Columbia City Council conducted a meeting on Tuesday, October 17, 2023 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann Mayor called the meeting to order at 4:07 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. The Honorable Aditi Bussells was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

The Honorable Daniel J. Rickenmann, Mayor asked for a Moment of Silence for the people who were brutally killed in Israel and in support of our brothers and sisters here in Columbia, South Carolina.

ADOPTION OF THE AGENDA

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

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the October 3, 2023 Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the October 3, 2023 Council Meeting Minutes.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 17, 2023

PRESENTATIONS

2. City of Columbia Toiletry Drive for SisterCare - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann said during the month of September, the Public Relations Department hosted SisterCare Toiletry Drive and SisterCare Saturdays. There were 16 local businesses that partnered together to donate 3,500 items and $1,500. We want to thank you for your partnership and what you do for the community. The turnout for our Domestic Violence Walk was the biggest we've seen and serves as a testimony of all your hard work.

Ms. Leah Wicevic, Executive Director of SisterCare said we are thankful for the partnership that we have with the city of Columbia and I'm proud to be a resident. Thank you for helping bring awareness to domestic violence. We serve 4,000 survivors and children a year. It's empowering to be able to provide these items as one less thing to worry about when trying to find safety.

3. National Arts & Humanities Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mr. Xavier Blake, Executive Director of One Columbia thanked the Mayor and City Council for their support. The arts are a tremendous asset and should be available everywhere to everyone. National Arts & Humanities Month is an opportunity to celebrate the crucial role of the arts and humanities. They address trauma, connect cultures, and make our communities healthy and strong.

Mayor Rickenmann and the members of City Council proclaimed October 2023 as National Arts & Humanities Month in the city of Columbia.

4. Fire Prevention Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mr. Aubrey D. Jenkins, Columbia Fire Chief highlighted the importance of educating ourselves on fire safety. He said 64% of fires start in residences and 54% of them start in kitchens, which is why we're emphasizing cooking safety this year. We are asking citizens to be mindful as we are also entering into the winter months, when people are going to be using candles and space heaters.

Mr. George Adams, Assistant Chief & Fire Marshall said fire prevention is not easy and it is our job to educate the public on fire safety, including cooking, smoking, electrical and heating fires. Our staff does an outstanding job educating the public and working within our community. We are looking forward to continue working with the citizens of Columbia.

Mayor Rickenmann and the members of City Council proclaimed October 1, 2023 - October 31, 2023 as Fire Prevention Month in the city of Columbia.

5. Vote411.org Update - Ms. Christine Hait, League of Women Voters of Columbia

Ms. Christine Hait, League of Women Voters of Columbia introduced president Carrie Elliott. She said I attend council meetings regularly as a member of the League of Women Voters Observer Corp, who attend local municipal meetings and write summaries of the key decisions and issues raised. I want to thank you for assignment to the city and for all your service.

Ms. Carrie Elliott, President of League of Women Voters of Columbia shared the Vote411.org website, which was established in 2006. It serves as a one stop shop for election and voter information. It contains a voter guide for citizens to read interviews about local candidates running for office. It's a way for voters to learn who they are entrusting with their voice and for candidates to engage with the public. In 2022, the website garnered 83,000 unique visitors and 17,000 of the visitors were from Richland County and Lexington County.

CONSENT AGENDA ITEMS 6 THROUGH 15

Upon a single motion made by Mr. Brown and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 6** through **15**.

6. Council is asked to approve the Fiscal Year 2023/2024 Agreement for the Three Rivers Greenway Project Development, as requested by City Administration on October 5, 2023. Award to the River Alliance in an amount not to exceed $55,000.00. This firm is located in Columbia, SC. – *Approved*

   Funding Source: Administration Operations - Special Contracts (1011111-638300) $27,500.00 and Hospitality - Special Contracts (2124313-638300) $27,500.00. The original budget amount is $55,000.00.

7. Council is asked to approve a new Professional Services Agreement for Special Inspections and Testing for Finlay Park Revitalization and Construction, as requested by the Parks and Recreation Department on June 14, 2023. Award to EAS Professionals, Inc., in an amount not to exceed $120,000.00, which includes contingency. The initial term of the agreement will take effect upon issuance of a Notice to Proceed with an end date one-year from commencement and the option to renew for two (2) additional one-year periods. This contractor is located in Columbia, SC. - *Approved*

Funding Source: General Capital Projects - Finlay Park Rehabilitation - Capital Project Costs (4039999-PK005608-658650). The original budget amount is $150,000.00.

8. Council is asked to approve the Purchase of Ballfield Lights for Earlewood Park Fields One and Two, as requested by the Parks and Recreation Department on August 22, 2023. Award to MUSCO Lighting, using the Sourcewell Cooperative Contract in the amount of $293,000.00. This vendor is located in Oskaloosa, IA. – *Approved*

Funding Source: General Capital Projects - Capital Project Cost - Earlewood and Riverfront Improvement (4039999-658650-PK006512). The original budget amount is $293,000.00.

9. Council is asked to approve a new Grounds Maintenance Contract for the Metro Wastewater Treatment Plant, as requested by Columbia Water on October 5, 2023. Award to Palmetto Landscape & Lawn Care, in an amount not to exceed $153,360.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date approximately 8 months from commencement and the option to renew for two (2) additional one-year periods. This vendor is located in Clinton, SC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200). The original budget amount is $153,360.00.

10. Council is asked to approve a new Construction Contract for Project SS7628; New Gravity Sewer Service to 7401 Richard Street (Atlas Road), as requested by Columbia Water on August 4, 2023. Award to Williams Infrastructure, LLC, in an amount not to exceed $166,602.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 90 days from commencement. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Engineering - New Gravity Sewer Service to 7401 Richard Street - Capital Project Costs (5529999-SS762801-658650) $138,835.00 and Unforeseen & Miscellaneous Projects (5529999-SS728801-658650) $27,767.00. The original budget amount is $166,602.00.

Williams Infrastructure, LLC is the prime contractor and will provide sewer services at 59.12% ($82,085.00) of the total contract amount.

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

Ferguson Waterworks, located in Elgin, SC, will provide sewer line materials at 13.33% ($18,500.00) of the total contract amount.

MH&S Directional, located in New Zion, SC, will provide casing bore at 26.47% ($36,750.00) of the total

contract amount.

Vulcan Materials Company, located in Columbia, SC, will provide stones at 1.08% ($1,500.00) of the total contract amount.

11. Council is asked to approve Indefinite Delivery Contract (IDC) Amendments for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water on September 19, 2023. Award to the following firms in the total amount of $400,000.00. Project specific administration shall be required, executed, and issued for each waterline/hydrant leak restoration service project awarded under the approved IDC. - *Approved*

These are Mentor Protégé Program projects and the protégées will receive a minimum of 20% of the contract value.				
Item	**Vendor and Location**	**Description**	**Term**	**Amount**
a.	Lake Murray Utility Company Chapin, SC	IDC for Waterline Hydrant Repairs.	2nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	*$100,000.00*
Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) $100,000.00				
b.	LAD Construction Swansea, SC	IDC for Waterline Hydrant Repairs.	2nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	*$100,000.00*
Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) $100,000.00				
c.	G. H. Smith Construction Columbia, SC	IDC for Waterline Hydrant Repairs.	2nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	*$100,000.00*
Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) $100,000.00				
d.	Carolina Tap and Bore, Inc. West Columbia, SC	IDC for Waterline Hydrant Repairs.	2nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	*$100,000.00*
Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) $100,000.00				
Total Amount:				***$400,000.00***

12. Council is asked to approve a new Sole Source Agreement for Hauling Services to the Landfill for the Metro Wastewater Treatment Plant, as requested by Columbia Water on July 3, 2023. Award to Waste Management, in an amount not to exceed $660,000.00. The initial term of the agreement will take effect upon issuance of the Notice to Proceed with an end date eight months from commencement and the option to renew for one (1) additional one-year period. This vendor is located in Elgin, SC. – *Approved*

Funding Source: Utilities Metro Wastewater Treatment Plant - Special Contracts (5516208-638300). The original budget amount is $660,000.00.

13. Council is asked to approve a new Construction Contract for Project SS7435; Wexford and Windsong Lift Stations Rehabilitation, as requested by Columbia Water on June 28, 2023. Award to TCO Construction, Inc., in an amount not to exceed $1,777,041.20, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 225 days from commencement. This contractor is located in Sumter, SC. – *Approved*

Funding Source: Engineering - Wexford and Windsong Lift Stations Rehabilitation Project - Capital Project Costs (5529999-SS743501-658650). The original budget amount is $1,954,474.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 5% CDBE goal. The CDBE percentage is currently met at 5%.

TCO Construction, Inc. is the prime contractor and will provide lift station rehabilitation services at 95.0% ($1,534,717.40) of the total contract amount.

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

A. James Global Services, Inc., a Minority Business Enterprise and a CDBE located in Columbia, SC, will provide cleanup & landscaping services at 5.0% ($80,774.60) of the total contract amount.

14. Council is asked to approve a new Construction Contract for Project SS7350-03; Crane Creek Lower North Branch Capacity Upgrade Phase I, as requested by Columbia Water on July 5, 2023. Award to Chandler Construction Services, Inc., in an amount not to exceed $7,963,235.50, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 450 days from commencement. This contractor is located in Ninety Six, SC. – *Approved*

Funding Source: Water and Sewer Grants - SC Department of Commerce Crane Creek Lower North Branch Capacity Upgrade - Capital Project Costs (5589999-DCSS735003-658650). The original budget amount is $7,963,235.50.

Chandler Construction Services, Inc., is the prime contractor and will provide services at 52.90% ($3,830,152.00) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:
Western Oilfields Supply Company dba Rain for Rent, located in Charlotte, NC, will provide bypass pumps at 4.60% ($332,811.00) of the total contract amount.

HOBAS Pipe USA, Inc., located in Houston, TX, will provide fiberglass reinforced pipe at 17.57% ($1,271,740.00) of the total contract amount.

L.A. Barrier & Son, a Minority Business Enterprise (W) located in Lexington, SC, will provide hauling at 8.75% ($633,173.00) of the total contract amount.

Sims Petroleum Company, a Minority Business Enterprise located in Columbia, SC, will provide fuel at 1.66% ($120,195.00) of the total contract amount.

American Ductile Iron Pipe, located in Irmo, SC, will provide ductile iron pipe supplies at 1.13% ($81,958.00) of the total contract amount.

NGE Services, located in Charlotte, NC, will provide clearing services at 0.73% ($52,500.00) of the total contract amount.

Piedmont, LLC, located in Mooresboro, NC, will provide silt fencing at 0.90% ($65,389.00) of the total contract amount.

BC Cannon Co., a Minority Business Enterprise (W) located in Greenville, SC, will provide traffic control at 0.24% ($17,500.00) of the total contract amount.

Ferguson Waterworks, located in Elgin, SC, will provide pipeline materials at 4.24% ($306,622.00) of the total contract amount.

Tindall Corporation, located in Spartanburg, SC, will provide concrete structures at 2.87% ($208,067.00) of the total contract amount.

CJ Geo Contractors, located in Williamsburg, VA, will provide grouting at 0.98% ($70,698.00) of the total contract amount.

Bore Company LLC, located in Dawsonville, GA, will provide jack and bore services at 3.43% ($248,500.00) of the total contract amount.

15. Ordinance No.: 2023-117 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article III, Water Service, Sec. 23-65, Right of city to shut off water in mains, Article V, Water and Sewer

Rates, Sec. 23-145, Installation of water meters and cross connection control devices and Sec. 23-148, Sewer tapping fees – *Approved on second reading*

First reading approval was given on October 3, 2023.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

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

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 9.28 acres E/S Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old LeGrand Road; TMS# 17104-02-02, 17104-02-03, 17104-02-04 – *Deferred*

Ordinance No.: 2023-120 - Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old Legrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - Deferred

Council District: 3

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density), portions within a Priority Investment Area, and zoned GC by Richland County.

Applicant: First Piedmont SC, LLC / Haven Communities

Staff Recommendation: Denial

PC Recommendation: 10/12/2023; Approval (SC Code §6-29-760 - see staff recommendation section)

Ms. Krista Hampton, Director of Planning and Development Services said the staff recommendation is denial. The Planning Commission's recommendation is approval; however, that is based on the South Carolina law that allows 30 days to provide a recommendation. If not, it is considered approved. We had two months in which this case could not get a quorum. After two meetings we decided to invoke that and proceed in conjunction with the applicant. That approval is by default because that's what state law provides. She clarified that it's located in District 1.

Mr. John Rowe of Haven Communities said the subject site is three parcels that consist of 12-13 undeveloped acres. We are requesting that this be annexed into the city of Columbia. The plan this

is to develop this into a residential site for 83 townhomes for fee simple sale. The site is located near the intersection of Farrow Road and Parklane Road. The only other parcels on LeGrand are two residential properties that have single family residences on them.

Ms. Mikaisha Moore expressed concerns with putting townhomes in that area because of safety and the area needing attention.

Upon a motion made by Ms. Herbert and seconded by Mr. McDowell, Council voted unanimously to defer the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 9.28 acres E/S Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old LeGrand Road; TMS# 17104-02-02, 17104-02-03, 17104-02-04 **and** Ordinance No.: 2023-120 - Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old Legrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3214 Bluff Road; TMS#13500-02-02 – *Approved on first reading.*

Ordinance No.: 2023-118 - Annexing 3214 Bluff Road, Richland County TMS #13500-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned M-1 by Richland County.

Applicant: Columbia Empowerment Zone, Inc.

Staff Recommendation: Approval

PC Recommendation: 09/14/2023; Approval (5-0)

No one appeared at this time.

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 3214 Bluff Road; TMS#13500-02-02 **and** Ordinance No.: 2023-118 -

Annexing 3214 Bluff Road, Richland County TMS #13500-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3650 Bluff Road; TMS#13510-01-02 – *Approved on first reading.*

Ordinance No.: 2023-119 - Annexing 3650 Bluff Road, Richland County TMS #13510-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned GC by Richland County.

Applicant: Columbia Empowerment Zone, Inc.

Staff Recommendation: Approval

PC Recommendation: 09/14/2023; Approval (5-0)

No one appeared at this time.

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 3650 Bluff Road; TMS#13510-01-02 **and** Ordinance No.: 2023-119 - Annexing 3650 Bluff Road, Richland County TMS #13510-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

19. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 118 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32 – *Approved on first reading.*

Ordinance No.: 2023-121 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 118, 118 1/2, 126, 132, and 138 Bluff Road; Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32; annexed by Ordinance No.: 2023-074 enacted July 18, 2023

– Approved on first reading.

Council District: 3

Proposal: Request to confirm future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3). The property is currently assigned an interim future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3).

Applicant: City of Columbia

Staff Recommendation: Approval

Annexation
PC Recommendation: 06/08/2023; Approval (7-0)
First Reading: 06/20/2023; Approved
Second Reading: 07/18/2023; Approved

FLU, ZMA Confirmation
PC Recommendation: 09/14/2023; Approval (5-0)

No one appeared at this time.

20. ZONING MAP AMENDMENT CONFIRMATION for 118, 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32 – *Approved on first reading.*

Ordinance No.: 2023-122 - Amending the Official Zoning Map to confirm the zoning for 118, 118 ½, 126, 132 and 138 Bluff Road, Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33 and 11204-02-32 ; annexed by Ordinance No.: 2023-074 enacted July 18, 2023 – Approved on first reading.

Council District: 3

Proposal: Request to confirm the zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP). The properties are currently assigned an interim zoning classification of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Foxfire Management Company, LLC/City of Columbia

Staff Recommendation: Approval

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

First Reading: 06/20/2023; Approved
Second Reading: 07/18/2023; Approved

FLU, ZMA Confirmation
PC Recommendation: 09/14/2023; Approval (5-0)

No one appeared at this time.

Upon a single motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Future Land Use Map Amendment Confirmation for 118 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32; Ordinance No.: 2023-121 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 118, 118 1/2, 126, 132, and 138 Bluff Road; Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32; annexed by Ordinance No.: 2023-074 enacted July 18, 2023; the Zoning Map Amendment Confirmation for 118, 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32; and Ordinance No.: 2023-122 - Amending the Official Zoning Map to confirm the zoning for 118, 118 ½, 126, 132 and 138 Bluff Road, Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33 and 11204-02-32 ; annexed by Ordinance No.: 2023-074 enacted July 18, 2023.

21. ZONING TEXT AMENDMENT for 1531 Taylor Street, TMS#11403-13-09 – *Approved on first reading.*

Ordinance No.: 2023-124 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks – Approved on first reading.

Council District: 2

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Applicant: Seth Rose, property owner

Staff Recommendation: Approval

D/DRC Recommendation: 08/17/2023; Approval (4-0)

PC Recommendation: 10/12/2023; Approval (SC Code §6-29-760 - recommendation section)

Ms. Krista Hampton, Director of Development and Planning Services said we were unable to achieve a quorum after two meetings with the Planning Commission. The Planning Commission's recommendation of approval is based on state law.

Mayor Rickenmann said I am excited about what this can be. It's an important piece to Taylor Street.

Representative Seth Rose , applicant said I want to do something cool and fun for this location and for Historic Columbia. We have gotten some price estimates and I've gotten a finalized drawing from an architect. I think this is worthwhile and will be exciting for Taylor Street.

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Zoning Text Amendment for 1531 Taylor Street, TMS#11403-13-09 **and** Ordinance No.: 2023-124 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks.

Council closed the public hearing at 4:58 p.m.

ORDINANCES - FIRST READING

22. Ordinance No.: 2023-093 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, Sec. 14-108, Discharge of Fireworks – *Approved on first reading.*

Endorsed by the Public Safety Committee on September 26, 2023.

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2023-093 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, Sec. 14-108, Discharge of Fireworks.

23. Ordinance No.: 2023-123 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms, Sec. 10-2, False alarm procedure and user fee – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2023-123 - Amending the 1998 Code of

Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms, Sec. 10-2, False alarm procedure and user fee.

RESOLUTIONS

24. Resolution No.: R-2023-086 - Establishing One Columbia for Arts and Culture as the official Local Arts Agency [LAA] for Columbia, SC - *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-086 - Establishing One Columbia for Arts and Culture as the official Local Arts Agency [LAA] for Columbia, SC.

EVENT RESOLUTIONS

25. Resolution No.: R-2023-085 - Authorizing consumption of beer and wine only at Devine Night Out on Thursday, November 9, 2023 in the 2700 and 2800 blocks of Devine Street between Holly Street and Woodrow Street - *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-085 - Authorizing consumption of beer and wine only at Devine Night Out on Thursday, November 9, 2023 in the 2700 and 2800 blocks of Devine Street between Holly Street and Woodrow Street.

OTHER MATTERS

26. Council is asked to approve the installation of Speed Humps on Gladden Street between Pickett Street and Bratton Street, Bratton Street and Kershaw Street, and Kershaw Street and Webster Street, as requested by the Public Works Department. – *Approved*

The Columbia Fire Department and the Columbia Police Department approved the proposed installation.

.Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to approve the installation of Speed Humps on Gladden Street between Pickett Street and Bratton Street, Bratton Street and Kershaw Street, and Kershaw Street and Webster Street, as requested by the Public Works Department.

Mayor Rickenmann requested a list of outstanding speed hump requests.

27. External Funding Requests - Ms. Missy Caughman, CPM, Budget, Program Management and Grants Director – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve the External Funding Requests, as presented.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

28. Council is asked to refer a review of the arts advisory position on the Hospitality Tax Advisory Committee to the Arts, Historic Preservation and Philanthropy Committee to determine if the arts advisory position was properly removed, as requested by The Honorable Tina N. Herbert.

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to refer the review of the arts advisory position on the Hospitality Tax Advisory Committee to the Administrative Policy Committee to determine if the arts advisory position was properly removed, as requested by The Honorable Tina N. Herbert.

29. Council is asked to refer a presentation from the Columbia Tree and Appearance Commission to the Health, Social and Environmental Affairs Committee, as requested by City Administration.

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to refer a presentation from the Columbia Tree and Appearance Commission to the Health, Social and Environmental Affairs Committee, as requested by City Administration.

Councilor Duvall shared a report from the Bull Street Commission. We had a presentation from Mr. Brad Shank, President of the Columbia Fireflies. In the next few days, Segra Park will surpass the two million attendance mark, which is ahead of the pre-COVID numbers. This is from baseball games and other events.

Councilor Brennan shared a report from the Arts, Historic Preservation & Philanthropy Committee. We had presentations about the upcoming Peace Pole installation, a review of the 2003 Art Task Force Report, and the ColaJazz Festival, which was suggested as programming once Finlay Park is completed.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 17, 2023

PUBLIC INPUT

Ms. Diane Wiley expressed gratitude towards the Mayor and City Council for helping with her home repairs that were needed after the 2015 flood.

Ms. Mikaisha Moore expressed concerns with the water treatment within Broad River and Lake Murray and asked why the city of Columbia does not have a water park.

ADJOURNMENT

The meeting was adjourned at 5:09 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Council is asked to approve the April 11, 2023 Budget Workshop Minutes.**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_04112023_BWS (PDF)

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 11, 2023

CALL TO ORDER

The Columbia City Council conducted a Budget Workshop on Tuesday, April 11, 2023 at City Hall (Mayor's Conference Room), Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 3:02 p.m. and the following councilmembers were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, and The Honorable Tina N. Herbert. The Honorable Peter M. Brown was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Levanie Summerville, Assistant City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Columbia Fire Department Update - Mr. Aubrey D. Jenkins, Fire Chief, Mr. Mickey Folsom, Assistant Chief, Mr. Christopher Kip, Assistant Chief, and Mr. William Broscious, Community Risk Reduction Chief

Ms. Teresa Wilson, City Manager said I was instructed to bring research back to the Public Safety Committee on scheduling options, but we met with Chairman Duvall and thought it was best to bring it back to all of Council. I hope you find the information enlightening as we have to make bigger decisions about the pay plan.

a) Creative Recommendations Regarding Leave and Staffing

Mr. Aubrey D. Jenkins, Fire Chief said today we will talk about adjustments to annual leave, improved sick leave accountability, potential use of part time positions, and the pay plan.

Mr. Christopher Kip, Assistant Fire Chief for Operations said currently all suppression employees select their annual leave in October or November for the following year. We do this to ensure we have proper staffing every day, which is a 24 hour shift. We also do this to ensure that personnel are able to take all of their permissive leave in a year. We are proposing a change to provide more day-to-day accountability and to help manage non-FLSA overtime.

Mayor Rickenmann inquired about the average number of non-FLSA overtime hours per person at full staff. He said we can plan ahead if we understand those numbers.

Mr. Mickey Folsom, Assistant Fire Chief said we schedule 164 hours per person for the year. We hope this proposed strategy will lessen the other overtime and increase staffing.

Mr. Christopher Kip, Assistant Fire Chief for Operations explained that overtime depends on many factors. Under this proposal, employees will continue to submit leave requests for the upcoming year. However, an employee will not be required to use all of their leave at once. After the initial selection process, employees will have an opportunity to use unassigned leave on a first-come-first-served basis. We believe this is a more flexible procedure for selecting annual leave.

Councilor Bussells said we discussed a quarterly schedule and looking at holidays in groups versus a year in advance. She suggested approving leave on a merit based system.

Mr. Christopher Kip, Assistant Fire Chief for Operations said there are a number of allowed positions by rank that can take annual leave each day.

Councilor Duvall said the difference in the schedules and the amount of accrued leave makes this difficult. An employee has to accrue 24 hours in order to take a shift off.

Mr. Christopher Kip, Assistant Fire Chief for Operations said we have specific guidelines that dictate when an employee has to bring in a doctor's excuse for sick leave. To add a formal level of accountability, employees receive a Letter of Sick Leave Use from the battalion chief. Improved measures for monitoring sick leave use will help decrease sick leave use, ensure proper staffing, and potentially decrease non-FLSA overtime.

Mr. William Broscious, Community Risk Reduction Division Chief said we've conducted research on the effective use of part-time firefighters. A few examples come from West Columbia, Greenwood, North Spartanburg, Beaufort/Town of Port Royal and Sumter. Advantages include recruitment and collaboration with other departments. We have to determine the vetting process and training for part-time firefighters.

There was a brief discussion related to the safety of firefighters, budget implications, implementation timeframe, continued use of volunteers, and appreciation for their efforts.

b) Proposed Pay Plan Update

Mr. Mickey Folsom, Assistant Fire Chief of Administration said we previously reviewed employee compensation. In 2021, Evergreen Solutions conducted a market analysis. Based on Evergreen Solution's market survey, the Fire Department's salaries were 12% below other departments within the state. The proposed solution was to create new pay grades using a salary of $43,800 for firefighters. Step two is to bring employees to the minimum salary or increase salaries by 3% and take the salary to the closet step. The full implementation cost is $2.8 million for the city of Columbia and Richland County at full staff.

Ms. Teresa Wilson, City Manager said two weeks ago, you all promoted 23 positions and they will have a responsibility as well to ensure that they communicate this, help you educate the firefighters, and hold them accountable for what we are presenting. If presented correctly, sustainability has to resonate from the boots on the ground. We want them to choose career paths where they want to be promoted, where they believe in the system, and where the culture is changing.

Mayor Rickenmann said if we make this adjustment, we will need a plan. We have to think about how this effects recruitment. I worry about our guys going to every wreck; it is not good for them or the equipment.

There was a brief discussion regarding resources, the fire contract, the need for equipment and backup equipment, safety, and seamless processes with partner agencies.

Mr. Aubrey D. Jenkins, Fire Chief said I am always out there with them because I worry about them. I want to do what is right for Columbia. We met with the division chiefs today to lay out expectations. I am calling a mandatory meeting with every chief officer in the department.

Councilor Duvall asked when we will reach a point where the city of Columbia is providing a countywide service and the county government buys into that service by helping us fund it.

Ms. Teresa Wilson, City Manager said they have to budget either way and they have to understand what the needs are. If we are going in this direction, the cost will be more. Simultaneously, we need to have discussions about the contract. We have a contractual relationship that we have to serve but that has not been the narrative over the years. We have to meet our costs and we have to know that the funds will be there.

Councilor McDowell said a year ago, we fought to get a second set of bunker gear and firefighters are still asking when they will get the new gear.

Mr. Mickey Folsom, Assistant Fire Chief of Administration reported that the request for gear is going through the procurement process. It is grant funded and we have to do this the right way.

Ms. Teresa Wilson, City Manager said as we continue to work with Richland County, I wanted to make sure you all have clarity about fees and millage rates. I am hopeful that one option in particular will be a good solution if Columbia and Richland County move forward with the proposed pay plan.

Ms. Missy Caughman, CPM, Budget, Program Management and Grants Director explained that the fire hydrant fee was established in 1979. It is added to the water bill for all out-of-city customers. The residential rate is $10 and it was last increased in July 2019. The fire service fee was also established in 1979. There was one increase in July 2015. It is applied to out-of-city customers and remitted to Richland County to help offset the cost of fire services. This is also remitted to the Irmo Fire District and Lexington County for properties located within city limits. The fire millage is set and collected by Richland County. Columbia receives its portion and the other jurisdictions receive their portion. It has been the same for the past five years.

There was a brief discussion related to a property tax audit, other funding sources, and the need to attach humanity, health, and safety to the service.

Ms. Teresa Wilson, City Manager said a millage increase would result in $1.5 million in additional revenue for the city. There is one last item that will show up on the next meeting agenda. It is related to a consultant that Chief Jenkins has engaged.

Mr. William Broscious, Community Risk Reduction Division Chief said in previous conversations we were tasked with finding a consultant to conduct a study of fire service. We have completed the procurement process and the contract should be on your agenda soon. The scope includes four phases that will be completed over a six month period. Upon completion of the study, we should work on our five year strategic plan.

Mayor Rickenmann said you should ask the consultant about technology and other programs that can help fill the staffing void.

Councilor Brennan asked how the study timeline will impact renegotiation of the fire services contract.

Mr. William Broscious, Community Risk Reduction Division Chief said Chief Jenkins is working on an extension. The goal is to complete the study before the extension expires. This study is designed to determine how the two agencies will work better as one.

ADJOURNMENT

The meeting was adjourned at 4:53 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Mr. Julian H. Heyward Day Proclamation - The Honorable Tina N. Herbert**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Julian Heyward Day Proclamation (PDF)

City of Columbia
A Proclamation

***WHEREAS**, Mr. Julian H. Heyward was born in Sumter, South Carolina on November 23, 1921, from the union of Julian Heyward and Lutisha Heyward as the third of eight children; and*

***WHEREAS,** He was drafted into the military for World War II and saw active duty traveling by sea to England, then France and by land into Belgium then Luxembourg and finally, Germany. Following the war, he settled in Columbia, SC with his brother Samuel A. Heyward and worked at Fort Jackson as a master carpenter; and*

***WHEREAS,** He has lived in the Greenview Community since the 1950"s until now and is believed to be the oldest living resident of Greenview; and*

***WHEREAS,** He is the proud father of four children Brenda Harrington (Rembert, SC), Julian H. Heyward, II (Deceased), Betty Jean Heyward (Deceased) and Florence Williams (Syracuse, NY); and*

***WHEREAS**, Mr. Julian Heyward will celebrate his 102nd birthday on Thursday, November 23; and*

***THEREFORE**, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim November 23, 2023, as*

"Julian H. Heyward Day"

In the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

_____
Daniel J. Rickenmann
Mayor

_____
Howard E. Duvall, Jr.
At-Large, Council Member

_____
Edward H. McDowell, Jr.
District II, Council Member

_____
William Brennan
District III, Council Member

_____
Aditi Bussells
At-Large, Council Member

_____
Tina N. Herbert
District I, Council Member

_____
Peter Brown
District IV, Council Member

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Update from the South Carolina Ballet - Mr. William Starrett, CEO & Artistic Director / South Carolina Ballet**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Request to Appear 10.13.2023 (PDF)

COLUMBIA CITY BALLET
IS NOW...

SOUTH CAROLINA BALLET
WILLIAM STARRETT

BOARD DIRECTORS
2023-2024

President
Jared Smith*

Vice President
C. Adair Bledsoe Jr.*

Treasurer
Jessica Yohe*

Secretary
Sally T. McKay*

CEO & Artistic Director
William Starrett*

Directors Circle Chair
Marie Fox

Immediate Past President
Jacqueline Vose

Dr. Ero Aggelopoulo-Amiridis
Joy Bryant
Louise Burns
Marvin Chernoff**
Christy Davis
Brad Giles
Jeff Haley
Joyce Martin-Hill
Barry D. Hogan, Sr.
Bruce Johnson
John Kuppens
Melanie Matthews
Jennifer McKellar
Mary Peck*
Margaret Ellen Pender
Evan Reed
Peter Roney*
Megan Pinckney Rutherford
Dot Ryall
Peter Roney
Matthew Schaffer
Fred Sheheen**
Sara Middleton Styles
Bud Tibshrany**
Adam Vance

* EXECUTIVE COMMITTEE
** LIFETIME MEMBER

October 13, 2023

Ms. Teresa Wilson
City Manager
City Hall
1737 Main Street
Columbia, SC

Dear Ms. Wilson,

William Starrett requests the opportunity to appear at the November 21, 2023, meeting of the City Council.

Mr. Starrett's remarks will be confined to the positive impact city funding is having on our organization and some of the exciting things happening in our 63rd Performance Season. He will not require more than 3 to 5 minutes of time.

Please let me know if any additional information is needed. Thank you for your consideration of this request.

Yours truly,

Jamie White,
Chief Development Officer
jwhite@southcarolinaballet.com

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a Purchase of Storage Area Network Support Maintenance Services, as requested by the Information Technology Department on October 20, 2023. Award to Hewlett Packard Enterprise Company using the SC State Contract in the amount of $71,585.08. This vendor is located in Palo Alto, CA.**

REQUISITION NO.: **R225291**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Information Technology - Maintenance & Service Contract (1011120-638200). The original budget amount is $71,585.08.**

CLEAN WATER 2020?: **No**

We respectfully request Council's approval for this purchase using the SC State Contract #4400011431 Vendor, Hewlett Packard Enterprise Company.

SAN Storage Support Services	
Base Price	$66,282.48
SC State Taxes	$5,302.60
PO Total	$71,585.08

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:** Hewlett Packard Quote (PDF)

5.a

Hewlett Packard Enterprise

October 24, 2023

Cory AWilliam
City of Columbia
1136 WASHINGTON ST FL 1 P.O Box 232
COLUMBIA SC 29201-6217
USA

AMP ID: **80266386FCP**

Dear Valued Customer,

Enclosed is a Hewlett Packard Enterprise USA (HPE) support service quote for your products. Review the services, support items, start / end dates, addresses, and company contacts for accuracy. Please advise HPE of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with HPE and if applicable, Exhibit E24.

Option 1: Provide an open-ended purchase order (PO). An open-ended PO allows you to add products to your agreement as neccessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a PO for the coverage dates specified in the enclosed referenced proposal.

Your PO must note the Support Coverage Period along with at least one of the following items 1 or 2. For Datacenter Care agreements also reference the SOW (item 3):

1. HPE Reference (quote) number(s),
2. AMP ID(s)
3. Statement of Work(SOW) - Required if you have Datacenter Care support

** If there is an approval signature section on your PO then it should be signed/approved before sending to HPE.

Please indicate if you are taxable or tax exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

Option 3: Sign and return the attached Signature Authorization Form (SAM).
**If you provide authorization via the SAM form (Signature Authorization Method), please ensure that all the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

Note: If the information in Options 1 through 3 are not included in your PO or SAM Form, then HPE will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). HPE requires these details for audit purposes. We value your business and look forward to providing you with continued support.

Please forward your PO or SAM via EMAIL. For further assitance please contact your HPE Representative.

Sincerely,

HPE Representative
Enclosure

Hewlett Packard Enterprise

SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT.** This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

Customer Information:

Company Name
City of Columbia

Invoice to Address
Division
PO Box 147
COLUMBIA SC 29202-0147
USA

(2) Quote Information: Unless otherwise notified all quotes under the AMP ID will be renewed:
[ ] AMP ID:** 80266386FCP

****The enclosed Quote Summary dated 10/24/2023 summarizes the quotes contained within the above AMP ID.**

Please check if applicable:
[ ] Check here if your authorization is open-ended. *
The terms within the asterisk apply only to open-ended support agreements.
***This Support Agreement is for the period stated on HPE's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, HPE will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization. ***

(3) Required-Tax Information:
[ ] Taxable [ ] Tax Exempt Exemption#_____ (Attach copy of exemption certificate)

(4) Required-Billing Frequency: Do not enclose Payment. Please select one of the following:
Please bill me: [ ] Pre-Pay up front for the entire coverage term
[ ] Annually
[ ] Quarterly (Total annual amount must exceed $20,000.00)
[ ] Semi-Annually (Total annual amount must exceed $20,000.00)
[ ] Monthly (Total annual amount must exceed $20,000.00)
[ ] Charge my credit card. Check one: [ ] Visa [ ] MasterCard [ ] Discover

For your protection please call your HPE Representative with the credit card number.
Cardholder Name (Print)_____
Cardholder's Signature_____
Credit Card Invoice-To Address_____

(5) Required-Service Authorization and Terms and Conditions:
Customer's signature on this form constitutes authorization for HPE to invoice Customer for the HPE support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and HPE that includes the delivery of Support Services, or if none, the HPE Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

_____
Authorized Signature Date

_____ _____
Printed Name Title Email Address Phone/Fax

(6) Completed form should be returned to:
Janelle Roberson

8000 Foothills Blvd
Roseville CA 95747
USA

Tel: +19165401056
Email: janelle.roberson@hpe.com

Hewlett Packard Enterprise

Quote Summary

October 24, 2023

AMP ID 80266386FCP **Total USD** **66,061.20**

Special Terms and Conditions No: 4400011431

Customer Contacts

Sold To Address
City of Columbia
1136 WASHINGTON ST FL 1 P.O Box 232
COLUMBIA SC 29201-6217
USA
Attn: Cory AWilliam
Tel: 803737-4264
Email: cory.williams@columbiasc.gov

Bill To Address
City of Columbia Accounting Division
PO Box 147
COLUMBIA SC 29202-0147
USA

HPE Contacts

Address
Hewlett Packard Enterprise Company
8000 Foothills Blvd
Roseville CA 95747
USA

Contract Admin
Attn: Janelle Roberson
Tel: +19165401056
Email: janelle.roberson@hpe.com

Service Overview

HPE Quote	Start Date	End Date	Service Level	Net Price USD
2000426547	11/01/2023	10/31/2024	HPE Mature Hardware Onsite Support HPE Mature Productwo/Sustaining Eng Supp	66,061.20

Support Account Reference
MXN3095559 MXN3095559

Total Excluding Tax USD **66,061.20**

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate. Total price includes all additions, deletions, warranties, discounts and adjustments if applicable. Refer to the detail document for any applicable state & local tax.

HPE Terms and Conditions Information

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms, as indicated below for the services you purchased will apply. Either one is the Agreement.

- Standard Terms: **www.hpe.com/docs/customerterms**
- Datasheets (English): **www.hpe.com/info/mktlibrary**

You may contact your Sales Representative or login through your Services360 / Services360 Pro account **(https://s360.hpe.com)** to submit a purchase for your quote(s).

Quote Details

HPE Quote: 2000426547

Start Date	11/01/2023	**End Date**	10/31/2024
Quote Valid To	11/30/2023		

Customer Contacts

HW Delivery Contact	Attn:	Cory AWilliam	**SW Delivery Contact**	Attn:	Cory AWilliam	**Primary Support Recipient**	Attn:	Cory AWilliam
	Tel:	803737-4264		Tel:	803737-4264		Tel:	803737-4264
	Email:	cory.williams@columbiasc.gov		Email:	cory.williams@columbiasc.gov		Email:	cory.williams@columbiasc.gov

Entitled Party	City of Columbia 1136 WASHINGTON ST FL 1 P.O Box 232 COLUMBIA SC 29201-6217 USA	**End Customer**	City of Columbia 1136 WASHINGTON ST FL 1 P.O Box 232 COLUMBIA SC 29201-6217 USA

Comments: Participating Addendum #4400011431 must be sited on Purchase Order

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000001	1	**HE808AC**	**HPE Mature Hardware Onsite Support**			11/01/2023	10/31/2024	0.00	0.00
000002	1	QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base **Please note HPE can no longer support this item from: 10/31/2024.**	MXN3095559	MXN3095559	11/01/2023	10/31/2024	121.00	1,452.00
000003	1	QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter **Please note HPE can no longer support this item from: 10/31/2025.**	KDBYD0AQ93K02E	MXN3095559	11/01/2023	10/31/2024	20.00	240.00
000004	1	QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter **Please note HPE can no longer support this item from: 10/31/2025.**	KDBYD0BDX3W0CK	MXN3095559	11/01/2023	10/31/2024	20.00	240.00
000005	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0G0	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000006	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0G1	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000007	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000008	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FY	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000009	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000010	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000011	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CT	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
			Please note HPE can no longer support this item from: 10/31/2024.						
000012	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0CV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000013	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0CW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000014	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0CU	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000015	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0CX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000016	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0CY	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000017	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0CZ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000018	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D1	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000019	1	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2025.**	MXN30901FS	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000020	1	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2025.**	MXN30901FT	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000021	1	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FV	MXN3095559	11/01/2023	10/31/2024	25.00	300.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

			Please note HPE can no longer support this item from: 10/31/2025.						
000022	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GL	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000023	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GM	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000024	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GK	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000025	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GS	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000026	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GT	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000027	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GP	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000028	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D2	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000029	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D0	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000030	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GJ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000031	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D9	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000032	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GD	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000033	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GH	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000034	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GF	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000035	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DU	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000036	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DS	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000037	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DR	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000038	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DT	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000039	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DZ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000040	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DY	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000041	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DP	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000042	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000043	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000044	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000045	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D4	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000046	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D6	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000047	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D5	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000048	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D3	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000049	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D8	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000050	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DA	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000051	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DB	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000052	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0DC	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000053	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EL	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000054	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EM	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000055	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EN	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000056	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EP	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000057	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0ER	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000058	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0ES	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000059	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EU	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000060	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0ET	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000061	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000062	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000063	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0D7	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000064	1	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2024.**	MXN30901FW	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000065	1	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2024.**	MXN30901FX	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000066	1	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2024.**	MXN30901FY	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000067	1	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2024.**	MXN30901H0	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000068	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GM	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000069	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000070	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000071	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GN	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000072	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GG	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000073	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GE	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000074	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GP	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000075	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GJ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000076	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GK	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000077	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GL	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000078	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GH	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000079	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GC	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000080	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GD	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000081	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GF	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000082	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FD	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000083	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FE	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000084	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FF	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000085	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FG	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000086	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0F6	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000087	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0F5	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000088	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HE	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000089	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HF	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000090	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HH	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000091	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HB	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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Start Date 11/01/2023 **End Date** 10/31/2024
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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000092	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N002	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000093	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0G3	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000094	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP303N3UP	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000095	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP303N3UU	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000096	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0G4	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000097	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FY	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000098	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000099	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HD	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000100	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HC	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000101	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP303N3UV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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Start Date 11/01/2023 **End Date** 10/31/2024
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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000102	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP303N3UW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000103	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N003	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000104	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP303N3UN	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000105	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N004	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000106	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N005	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000107	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP303N3UX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000108	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FS	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000109	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FR	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000110	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00M	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000111	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00N	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000112	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00R	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000113	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00S	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000114	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00T	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000115	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00U	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000116	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00V	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000117	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00W	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000118	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00X	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000119	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00Y	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000120	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FK	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000121	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FN	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000122	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FL	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000123	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FM	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000124	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FA	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000125	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FB	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000126	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FC	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000127	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0F7	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000128	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0F8	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000129	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0F9	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000130	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0MK	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000131	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0MJ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000132	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0M5	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000133	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0M3	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000134	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0M0	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000135	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LZ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000136	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000137	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LU	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000138	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0MG	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000139	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0M8	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000140	1	QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base **Please note HPE can no longer support this item from: 10/31/2024.**	MXN3095560	MXN3095559	11/01/2023	10/31/2024	121.00	1,452.00
000141	1	QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter **Please note HPE can no longer support this item from: 10/31/2025.**	KDBYD0BDX3W0E0	MXN3095559	11/01/2023	10/31/2024	20.00	240.00

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000142	1	QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter **Please note HPE can no longer support this item from: 10/31/2025.**	KDBYD0BDX3W0CD	MXN3095559	11/01/2023	10/31/2024	20.00	240.00
000143	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0BA	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000144	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N04W	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000145	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GZ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000146	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GU	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000147	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H4	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000148	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H6	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000149	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H8	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000150	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FL	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000151	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0BX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000152	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0BR	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000153	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0B9	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000154	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000155	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000156	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H1	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000157	1	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2025.**	MXN30901H3	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000158	1	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2025.**	MXN30901H2	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000159	1	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2025.**	MXN30901H1	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000160	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0HA	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000161	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H9	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000162	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H5	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000163	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H7	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000164	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GB	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000165	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0ED	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000166	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EK	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000167	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0G9	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000168	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GC	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000169	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000170	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0G8	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000171	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GY	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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000172	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H3	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000173	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H2	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000174	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0H0	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000175	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EC	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000176	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EE	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000177	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EJ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000178	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GA	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000179	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EA	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000180	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EG	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000181	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EH	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000182	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EF	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000183	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FF	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000184	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FD	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000185	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FE	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000186	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FG	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000187	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0G4	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000188	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0GE	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000189	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0HB	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000190	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0HC	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000191	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FC	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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000192	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FB	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000193	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0FA	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000194	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0F9	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000195	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0F8	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000196	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0F7	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000197	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0HD	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000198	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0G7	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000199	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0G5	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000200	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0G6	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000201	1	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD **Please note HPE can no longer support this item from: 10/31/2024.**	2SF306N0EB	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000202	1	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2024.**	MXN30901H7	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000203	1	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2024.**	MXN30901H6	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000204	1	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2024.**	MXN30901H5	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000205	1	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure **Please note HPE can no longer support this item from: 10/31/2024.**	MXN30901H4	MXN3095559	11/01/2023	10/31/2024	25.00	300.00
000206	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0MH	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000207	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LY	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000208	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LT	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000209	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0M2	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000210	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG304N04D	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000211	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG304N01A	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000212	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0J0	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000213	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JY	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000214	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000215	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000216	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000217	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HT	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000218	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HN	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000219	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HG	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000220	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HZ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000221	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LR	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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000222	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N009	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000223	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HJ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000224	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0K6	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000225	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0K7	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000226	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0K5	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000227	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0J1	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000228	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N008	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000229	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N007	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000230	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N001	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000231	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N006	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000232	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP303N3V0	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000233	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP303N3UY	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000234	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP303N3UZ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000235	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LP	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000236	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LL	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000237	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LM	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000238	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0MD	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000239	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0M9	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000240	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LS	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000241	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0M1	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

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000242	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000243	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0LW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000244	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HK	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000245	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000246	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JP	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000247	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JT	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000248	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JS	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000249	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JR	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000250	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0J3	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000251	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HW	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000252	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0HY	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000253	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0J2	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000254	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0J6	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000255	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JU	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000256	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JV	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000257	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JB	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000258	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JC	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000259	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JG	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000260	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JF	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000261	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JE	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000262	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JD	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000263	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0J7	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000264	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0J4	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000265	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FX	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000266	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0G1	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000267	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0G7	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000268	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0G2	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000269	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0GA	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000270	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0G9	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000271	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0G0	MXN3095559	11/01/2023	10/31/2024	2.00	24.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000272	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0JZ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000273	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00B	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000274	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THP304N00A	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000275	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0G6	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000276	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0FZ	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000277	1	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD **Please note HPE can no longer support this item from: 10/31/2024.**	THG303N0G5	MXN3095559	11/01/2023	10/31/2024	2.00	24.00
000278	1	**HJ906AC**	**HPE Mature Productwo/Sustaining Eng Supp**			11/01/2023	10/31/2024	0.00	0.00
000279	1	BC795A	HP 3PAR 7400 Reporting Suite LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	134.00	1,608.00
000280	1	BC796A	HP 3PAR 7400 App Suite for VMware LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	134.00	1,608.00
000281	1	BC798A	HP 3PAR 7400 App Suite for SQL LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	134.00	1,608.00
000282	1	BC773A	HP 3PAR 7400 OS Suite Base LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	200.00	2,400.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000283	168	BC774A	HPE 3PAR 7400 OS Suite Drv LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	672.00	8,064.00
000284	1	BC775A	HPE 3PAR 7400 Replication Suite Base LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	128.00	1,536.00
000285	168	BC776A	HPE 3PAR 7400 Replication Suite Drv LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	672.00	8,064.00
000286	1	BC777A	HP 3PAR 7400 Data Opt Suite Base LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	170.00	2,040.00
000287	168	BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	672.00	8,064.00
000288	1	BC795A	HP 3PAR 7400 Reporting Suite LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	134.00	1,608.00
000289	1	BC796A	HP 3PAR 7400 App Suite for VMware LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	134.00	1,608.00
000290	1	BC798A	HP 3PAR 7400 App Suite for SQL LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	134.00	1,608.00
000291	1	BC773A	HP 3PAR 7400 OS Suite Base LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	200.00	2,400.00
000292	168	BC774A	HPE 3PAR 7400 OS Suite Drv LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	672.00	8,064.00
000293	1	BC775A	HPE 3PAR 7400 Replication Suite Base LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	128.00	1,536.00

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000294	168	BC776A	HPE 3PAR 7400 Replication Suite Drv LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	672.00	8,064.00
000295	1	BC777A	HP 3PAR 7400 Data Opt Suite Base LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	170.00	2,040.00
000296	168	BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU **Please note HPE can no longer support this item from: 10/31/2024.**		MXN3095559	11/01/2023	10/31/2024	672.00	8,064.00

Sub total USD	84,192.00
Government Hdr Disc% -20%	-16,838.40
	67,353.60
Pre Payment HdrDisc% -2%	-1,292.40
Total Excluding Tax USD	66,061.20

Asset Location
City of Columbia
1136 Washington St
Columbia SC 29201-3224
USA

Summary of Charges

Hardware Support	11,145.12
Hardware Support Tax SC	905.28
Software Support-Labor	54,916.08
Total Including Tax USD	**66,966.48**

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing. Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

Product under End of Support Life

No.	Product	Description	Serial No	End of Support Date	Support Account Reference
000002	QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095559	10/31/2024	MXN3095559
000003	QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0AQ93K02E	10/31/2025	MXN3095559
000004	QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0CK	10/31/2025	MXN3095559
000005	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G0	10/31/2024	MXN3095559
000006	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G1	10/31/2024	MXN3095559
000007	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FW	10/31/2024	MXN3095559
000008	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FY	10/31/2024	MXN3095559
000009	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FX	10/31/2024	MXN3095559
000010	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FV	10/31/2024	MXN3095559
000011	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CT	10/31/2024	MXN3095559
000012	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CV	10/31/2024	MXN3095559
000013	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CW	10/31/2024	MXN3095559
000014	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CU	10/31/2024	MXN3095559
000015	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CX	10/31/2024	MXN3095559
000016	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CY	10/31/2024	MXN3095559
000017	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CZ	10/31/2024	MXN3095559
000018	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D1	10/31/2024	MXN3095559
000019	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FS	10/31/2025	MXN3095559
000020	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FT	10/31/2025	MXN3095559
000021	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FV	10/31/2025	MXN3095559
000022	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GL	10/31/2024	MXN3095559
000023	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GM	10/31/2024	MXN3095559
000024	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GK	10/31/2024	MXN3095559
000025	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GS	10/31/2024	MXN3095559
000026	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GT	10/31/2024	MXN3095559
000027	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GP	10/31/2024	MXN3095559
000028	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D2	10/31/2024	MXN3095559
000029	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D0	10/31/2024	MXN3095559
000030	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GJ	10/31/2024	MXN3095559
000031	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D9	10/31/2024	MXN3095559

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

Product under End of Support Life

No.	Product	Description	Serial No	End of Support Date	Support Account Reference
000032	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GD	10/31/2024	MXN3095559
000033	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GH	10/31/2024	MXN3095559
000034	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GF	10/31/2024	MXN3095559
000035	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DU	10/31/2024	MXN3095559
000036	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DS	10/31/2024	MXN3095559
000037	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DR	10/31/2024	MXN3095559
000038	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DT	10/31/2024	MXN3095559
000039	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DZ	10/31/2024	MXN3095559
000040	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DY	10/31/2024	MXN3095559
000041	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DP	10/31/2024	MXN3095559
000042	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DW	10/31/2024	MXN3095559
000043	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DV	10/31/2024	MXN3095559
000044	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DX	10/31/2024	MXN3095559
000045	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D4	10/31/2024	MXN3095559
000046	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D6	10/31/2024	MXN3095559
000047	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D5	10/31/2024	MXN3095559
000048	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D3	10/31/2024	MXN3095559
000049	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D8	10/31/2024	MXN3095559
000050	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DA	10/31/2024	MXN3095559
000051	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DB	10/31/2024	MXN3095559
000052	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DC	10/31/2024	MXN3095559
000053	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EL	10/31/2024	MXN3095559
000054	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EM	10/31/2024	MXN3095559
000055	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EN	10/31/2024	MXN3095559
000056	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EP	10/31/2024	MXN3095559
000057	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ER	10/31/2024	MXN3095559
000058	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ES	10/31/2024	MXN3095559
000059	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EU	10/31/2024	MXN3095559
000060	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ET	10/31/2024	MXN3095559
000061	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EV	10/31/2024	MXN3095559

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

Product under End of Support Life

No.	Product	Description	Serial No	End of Support Date	Support Account Reference
000062	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EW	10/31/2024	MXN3095559
000063	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D7	10/31/2024	MXN3095559
000064	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FW	10/31/2024	MXN3095559
000065	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FX	10/31/2024	MXN3095559
000066	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FY	10/31/2024	MXN3095559
000067	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H0	10/31/2024	MXN3095559
000068	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GM	10/31/2024	MXN3095559
000069	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GW	10/31/2024	MXN3095559
000070	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GV	10/31/2024	MXN3095559
000071	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GN	10/31/2024	MXN3095559
000072	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GG	10/31/2024	MXN3095559
000073	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GE	10/31/2024	MXN3095559
000074	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GP	10/31/2024	MXN3095559
000075	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GJ	10/31/2024	MXN3095559
000076	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GK	10/31/2024	MXN3095559
000077	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GL	10/31/2024	MXN3095559
000078	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GH	10/31/2024	MXN3095559
000079	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GC	10/31/2024	MXN3095559
000080	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GD	10/31/2024	MXN3095559
000081	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GF	10/31/2024	MXN3095559
000082	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FD	10/31/2024	MXN3095559
000083	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FE	10/31/2024	MXN3095559
000084	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FF	10/31/2024	MXN3095559
000085	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FG	10/31/2024	MXN3095559
000086	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F6	10/31/2024	MXN3095559
000087	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F5	10/31/2024	MXN3095559
000088	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HE	10/31/2024	MXN3095559
000089	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HF	10/31/2024	MXN3095559
000090	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HH	10/31/2024	MXN3095559
000091	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HB	10/31/2024	MXN3095559

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000092	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N002	10/31/2024	MXN3095559
000093	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G3	10/31/2024	MXN3095559
000094	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UP	10/31/2024	MXN3095559
000095	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UU	10/31/2024	MXN3095559
000096	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G4	10/31/2024	MXN3095559
000097	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FY	10/31/2024	MXN3095559
000098	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FW	10/31/2024	MXN3095559
000099	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HD	10/31/2024	MXN3095559
000100	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HC	10/31/2024	MXN3095559
000101	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UV	10/31/2024	MXN3095559
000102	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UW	10/31/2024	MXN3095559
000103	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N003	10/31/2024	MXN3095559
000104	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UN	10/31/2024	MXN3095559
000105	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N004	10/31/2024	MXN3095559
000106	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N005	10/31/2024	MXN3095559
000107	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UX	10/31/2024	MXN3095559
000108	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FS	10/31/2024	MXN3095559
000109	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FR	10/31/2024	MXN3095559
000110	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00M	10/31/2024	MXN3095559
000111	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00N	10/31/2024	MXN3095559
000112	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00R	10/31/2024	MXN3095559
000113	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00S	10/31/2024	MXN3095559
000114	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00T	10/31/2024	MXN3095559
000115	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00U	10/31/2024	MXN3095559
000116	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00V	10/31/2024	MXN3095559
000117	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00W	10/31/2024	MXN3095559
000118	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00X	10/31/2024	MXN3095559
000119	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00Y	10/31/2024	MXN3095559
000120	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FK	10/31/2024	MXN3095559
000121	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FN	10/31/2024	MXN3095559

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000122	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FL	10/31/2024	MXN3095559
000123	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FM	10/31/2024	MXN3095559
000124	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FA	10/31/2024	MXN3095559
000125	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FB	10/31/2024	MXN3095559
000126	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FC	10/31/2024	MXN3095559
000127	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F7	10/31/2024	MXN3095559
000128	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F8	10/31/2024	MXN3095559
000129	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F9	10/31/2024	MXN3095559
000130	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MK	10/31/2024	MXN3095559
000131	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MJ	10/31/2024	MXN3095559
000132	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M5	10/31/2024	MXN3095559
000133	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M3	10/31/2024	MXN3095559
000134	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M0	10/31/2024	MXN3095559
000135	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LZ	10/31/2024	MXN3095559
000136	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LV	10/31/2024	MXN3095559
000137	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LU	10/31/2024	MXN3095559
000138	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MG	10/31/2024	MXN3095559
000139	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M8	10/31/2024	MXN3095559
000140	QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095560	10/31/2024	MXN3095559
000141	QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0E0	10/31/2025	MXN3095559
000142	QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0CD	10/31/2025	MXN3095559
000143	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BA	10/31/2024	MXN3095559
000144	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N04W	10/31/2024	MXN3095559
000145	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GZ	10/31/2024	MXN3095559
000146	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GU	10/31/2024	MXN3095559
000147	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H4	10/31/2024	MXN3095559
000148	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H6	10/31/2024	MXN3095559
000149	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H8	10/31/2024	MXN3095559
000150	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FL	10/31/2024	MXN3095559
000151	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BX	10/31/2024	MXN3095559

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000152	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BR	10/31/2024	MXN3095559
000153	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0B9	10/31/2024	MXN3095559
000154	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GX	10/31/2024	MXN3095559
000155	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GV	10/31/2024	MXN3095559
000156	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H1	10/31/2024	MXN3095559
000157	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H3	10/31/2025	MXN3095559
000158	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H2	10/31/2025	MXN3095559
000159	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H1	10/31/2025	MXN3095559
000160	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HA	10/31/2024	MXN3095559
000161	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H9	10/31/2024	MXN3095559
000162	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H5	10/31/2024	MXN3095559
000163	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H7	10/31/2024	MXN3095559
000164	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GB	10/31/2024	MXN3095559
000165	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ED	10/31/2024	MXN3095559
000166	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EK	10/31/2024	MXN3095559
000167	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G9	10/31/2024	MXN3095559
000168	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GC	10/31/2024	MXN3095559
000169	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GW	10/31/2024	MXN3095559
000170	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G8	10/31/2024	MXN3095559
000171	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GY	10/31/2024	MXN3095559
000172	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H3	10/31/2024	MXN3095559
000173	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H2	10/31/2024	MXN3095559
000174	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H0	10/31/2024	MXN3095559
000175	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EC	10/31/2024	MXN3095559
000176	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EE	10/31/2024	MXN3095559
000177	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EJ	10/31/2024	MXN3095559
000178	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GA	10/31/2024	MXN3095559
000179	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EA	10/31/2024	MXN3095559
000180	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EG	10/31/2024	MXN3095559
000181	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EH	10/31/2024	MXN3095559

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000182	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EF	10/31/2024	MXN3095559
000183	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FF	10/31/2024	MXN3095559
000184	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FD	10/31/2024	MXN3095559
000185	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FE	10/31/2024	MXN3095559
000186	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FG	10/31/2024	MXN3095559
000187	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G4	10/31/2024	MXN3095559
000188	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GE	10/31/2024	MXN3095559
000189	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HB	10/31/2024	MXN3095559
000190	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HC	10/31/2024	MXN3095559
000191	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FC	10/31/2024	MXN3095559
000192	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FB	10/31/2024	MXN3095559
000193	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FA	10/31/2024	MXN3095559
000194	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0F9	10/31/2024	MXN3095559
000195	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0F8	10/31/2024	MXN3095559
000196	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0F7	10/31/2024	MXN3095559
000197	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HD	10/31/2024	MXN3095559
000198	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G7	10/31/2024	MXN3095559
000199	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G5	10/31/2024	MXN3095559
000200	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G6	10/31/2024	MXN3095559
000201	QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EB	10/31/2024	MXN3095559
000202	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H7	10/31/2024	MXN3095559
000203	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H6	10/31/2024	MXN3095559
000204	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H5	10/31/2024	MXN3095559
000205	QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H4	10/31/2024	MXN3095559
000206	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MH	10/31/2024	MXN3095559
000207	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LY	10/31/2024	MXN3095559
000208	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LT	10/31/2024	MXN3095559
000209	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M2	10/31/2024	MXN3095559
000210	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG304N04D	10/31/2024	MXN3095559
000211	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG304N01A	10/31/2024	MXN3095559

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000212	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J0	10/31/2024	MXN3095559
000213	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JY	10/31/2024	MXN3095559
000214	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JX	10/31/2024	MXN3095559
000215	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JW	10/31/2024	MXN3095559
000216	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HV	10/31/2024	MXN3095559
000217	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HT	10/31/2024	MXN3095559
000218	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HN	10/31/2024	MXN3095559
000219	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HG	10/31/2024	MXN3095559
000220	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HZ	10/31/2024	MXN3095559
000221	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LR	10/31/2024	MXN3095559
000222	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N009	10/31/2024	MXN3095559
000223	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HJ	10/31/2024	MXN3095559
000224	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K6	10/31/2024	MXN3095559
000225	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K7	10/31/2024	MXN3095559
000226	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K5	10/31/2024	MXN3095559
000227	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J1	10/31/2024	MXN3095559
000228	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N008	10/31/2024	MXN3095559
000229	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N007	10/31/2024	MXN3095559
000230	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N001	10/31/2024	MXN3095559
000231	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N006	10/31/2024	MXN3095559
000232	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3V0	10/31/2024	MXN3095559
000233	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UY	10/31/2024	MXN3095559
000234	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UZ	10/31/2024	MXN3095559
000235	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LP	10/31/2024	MXN3095559
000236	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LL	10/31/2024	MXN3095559
000237	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LM	10/31/2024	MXN3095559
000238	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MD	10/31/2024	MXN3095559
000239	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M9	10/31/2024	MXN3095559
000240	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LS	10/31/2024	MXN3095559
000241	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M1	10/31/2024	MXN3095559

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

Product under End of Support Life

No.	Product	Description	Serial No	End of Support Date	Support Account Reference
000242	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LX	10/31/2024	MXN3095559
000243	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LW	10/31/2024	MXN3095559
000244	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HK	10/31/2024	MXN3095559
000245	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HX	10/31/2024	MXN3095559
000246	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JP	10/31/2024	MXN3095559
000247	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JT	10/31/2024	MXN3095559
000248	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JS	10/31/2024	MXN3095559
000249	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JR	10/31/2024	MXN3095559
000250	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J3	10/31/2024	MXN3095559
000251	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HW	10/31/2024	MXN3095559
000252	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HY	10/31/2024	MXN3095559
000253	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J2	10/31/2024	MXN3095559
000254	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J6	10/31/2024	MXN3095559
000255	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JU	10/31/2024	MXN3095559
000256	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JV	10/31/2024	MXN3095559
000257	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JB	10/31/2024	MXN3095559
000258	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JC	10/31/2024	MXN3095559
000259	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JG	10/31/2024	MXN3095559
000260	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JF	10/31/2024	MXN3095559
000261	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JE	10/31/2024	MXN3095559
000262	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JD	10/31/2024	MXN3095559
000263	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J7	10/31/2024	MXN3095559
000264	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J4	10/31/2024	MXN3095559
000265	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FX	10/31/2024	MXN3095559
000266	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G1	10/31/2024	MXN3095559
000267	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G7	10/31/2024	MXN3095559
000268	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G2	10/31/2024	MXN3095559
000269	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GA	10/31/2024	MXN3095559
000270	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G9	10/31/2024	MXN3095559
000271	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G0	10/31/2024	MXN3095559

Quote Details

HPE Quote: 2000426547

Start Date 11/01/2023 **End Date** 10/31/2024
Quote Valid To 11/30/2023

Product under End of Support Life

No.	Product	Description	Serial No	End of Support Date	Support Account Reference
000272	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JZ	10/31/2024	MXN3095559
000273	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00B	10/31/2024	MXN3095559
000274	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00A	10/31/2024	MXN3095559
000275	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G6	10/31/2024	MXN3095559
000276	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FZ	10/31/2024	MXN3095559
000277	QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G5	10/31/2024	MXN3095559
000279	BC795A	HP 3PAR 7400 Reporting Suite LTU		10/31/2024	MXN3095559
000280	BC796A	HP 3PAR 7400 App Suite for VMware LTU		10/31/2024	MXN3095559
000281	BC798A	HP 3PAR 7400 App Suite for SQL LTU		10/31/2024	MXN3095559
000282	BC773A	HP 3PAR 7400 OS Suite Base LTU		10/31/2024	MXN3095559
000283	BC774A	HPE 3PAR 7400 OS Suite Drv LTU		10/31/2024	MXN3095559
000284	BC775A	HPE 3PAR 7400 Replication Suite Base LTU		10/31/2024	MXN3095559
000285	BC776A	HPE 3PAR 7400 Replication Suite Drv LTU		10/31/2024	MXN3095559
000286	BC777A	HP 3PAR 7400 Data Opt Suite Base LTU		10/31/2024	MXN3095559
000287	BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU		10/31/2024	MXN3095559
000288	BC795A	HP 3PAR 7400 Reporting Suite LTU		10/31/2024	MXN3095559
000289	BC796A	HP 3PAR 7400 App Suite for VMware LTU		10/31/2024	MXN3095559
000290	BC798A	HP 3PAR 7400 App Suite for SQL LTU		10/31/2024	MXN3095559
000291	BC773A	HP 3PAR 7400 OS Suite Base LTU		10/31/2024	MXN3095559
000292	BC774A	HPE 3PAR 7400 OS Suite Drv LTU		10/31/2024	MXN3095559
000293	BC775A	HPE 3PAR 7400 Replication Suite Base LTU		10/31/2024	MXN3095559
000294	BC776A	HPE 3PAR 7400 Replication Suite Drv LTU		10/31/2024	MXN3095559
000295	BC777A	HP 3PAR 7400 Data Opt Suite Base LTU		10/31/2024	MXN3095559
000296	BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU		10/31/2024	MXN3095559

Billing Schedule

AMP ID: 80266386FCP

Settlement Period from 11/01/2023 to 10/31/2024

HPE Quote:	**11/01/2023 10/31/2024**
2000426547	66,061.20
Total USD	66,061.20

The Prices shown will be invoiced anually in advance.
Please note this is not an invoice, charges shown are exclusive of tax.

Support Service Details

HPE Quote: 2000426547

000001 HE808AC HPE Mature Hardware Onsite Support

Mature Product Diagnosis
Mature Onsite HW Support
Mature Materials
Std Office Hrs Std Office Days
4 Hr Onsite Response
Defective Media Retention

000278 HJ906AC HPE Mature Productwo/Sustaining Eng Supp

Electronic Support
Tech Supp WO Sustaining Eng
24 Hrs Std Office Days
Standard Response

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a new Contract for Geographic Information System (GIS) Software License and Maintenance Services, as requested by the Information Technology Department on September 9, 2023. Award to Environmental Systems Research Institute, Inc., using the SC State Contract in the amount of $112,020.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date seven months from commencement and the option to renew for two additional one-year periods. This vendor is located in Redlands, CA.**

REQUISITION NO.: **R224856**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Police Administrative Services-Software License (1012402-627510) $3,630.00; Development Services-Maintenance and Service Contract (1014101-638200) $3,740.00; Engineering-Water System Improvement-Software License (5516220-627510) $28,270.00; Utilities Water Distribution and Maintenance-Software License (5516203-627510) $7,700.00; Traffic Engineering-Maintenance and Service Contract (1013203-638200) $2,447.50; Public Works Administration-Software License (1011124-627510) $2,062.50; Streets-Storm Drains-Maintenance and Service Contract (5534203-638200) $220.00; Emergency Management-Software License (1012201-627510) $1,100.00; Geographic Information System-Maintenance and Service Contract (5511121-638200) $48,660.00; Utilities Wastewater Maintenance-Software License (5516205-627510) $14,190.00. The original budget amount $112,020.00.**

CLEAN WATER 2020?: **No**

We respectfully request Council's approval for this agreement using the Small Municipal and County Government Enterprise Agreement within the State Contract, Vendor, Environmental Systems Research Institute, Inc.

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

- **#a:** R224856 Quote (PDF)
- #b: Enterprise Agreement (R224856) (PDF)

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 09/19/2023
To: Sung-Jun Kim
Organization: City of Columbia
IT
Fax #: 803-733-8297 **Phone #:** 803-545-3266

From: Samantha Ramirez
Fax #: 909-307-3083 **Phone #:** + 19093692889 Ext. 2889
Email: samantharamirez@esri.com

Number of pages transmitted (including this cover sheet): 5

Quotation #26171325
Document Date: 09/19/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www.esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York Street
Redlands, CA 92373
Phone: + 190936928892889
Fax #: 909-307-3083

Quotation

Date: 09/19/2023 **Quotation Number:** 26171325 **Contract Number:** SMALL GOVT ELA US

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Samantha Ramirez

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

City of Columbia
IT
GIS
2nd Fl Washington Square Bldg
1136 Washington St
Columbia SC 29201-3215

Customer Number: 22711

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
		Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.		
10	2	157002 ArcGIS Navigator for ArcGIS Online Annual Subscription Start Date: 12/20/2023 End Date: 12/19/2024 Subscription ID: 3293335514	65.00	130.00
1010	1	168181 Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription Start Date: 12/20/2023 End Date: 12/19/2024	110000.00	110,000.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: + 190936928892889
Fax #: 909-307-3083

Quotation

Date: 09/19/2023 **Quotation Number:** 26171325 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price
		Subscription ID: 3293335514		
2010	1	180147 ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription Provided as a part of the ArcGIS Drone2Map Advanced Promotion Start Date: 12/20/2023 End Date: 12/19/2024 Subscription ID: 3293335514	1,750.00	1,750.00

Item Subtotal		111,880.00
Estimated Taxes		140.00
Total	**USD**	**112,020.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

380 New York Street
Redlands, CA 92373
Phone: + 190936928892889
Fax #: 909-307-3083

Quotation

Date: 09/19/2023 **Quotation Number:** 26171325 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

Renewal Options:

- Online: Renew through My Esri site at https://my.esri.com
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

380 New York Street
Redlands, CA 92373
Phone: + 190936928892889
Fax #: 909-307-3083

Quotation

Date: 09/19/2023 **Quotation No:** 26171325 **Customer No:** 22711 **Contract No:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

THE SCIENCE OF WHERE

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-5)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
10 ArcGIS Insights in ArcGIS Enterprise
10 ArcGIS Insights in ArcGIS Online
100 ArcGIS Tracker for ArcGIS Enterprise
100 ArcGIS Tracker for ArcGIS Online
6 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
6 ArcGIS Utility Network User Type Extensions (Enterprise)
6 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Columbia, SC
(Customer)

By: Teresa B. Wilson
Authorized Signature

Printed Name: Teresa B. Wilson

Title: City Manager

Date: 10/21/2022

APPROVED AS TO FORM
Jacqueline M. Gaulrich
Legal Department, City of Columbia
10-18-2022
#22014552

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. **Tier 1 Support**

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. **Tier 2 Support**

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve additional funding for Cloud Hosting Services, as requested by the Budget, Program Management and Grants Office on October 30, 2023. Award to Hansen Banner, LLC in the amount of $132,102.00. The current term of the automatic annual renewal agreement ends on June 30, 2024. This vendor is located in Allentown, PA.**

REQUISITION NO.: **R224756**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The current budget amount is $132,102.00.**

Approval is respectfully requested to provide funding for the monthly cloud hosting services for the Hansen Banner Utility Billing and Customer Information System.

ATTACHMENTS:

- **#a:** Banner Hosting Services Council memo (PDF)
- #b: Mo. Fee Table - Hansen Banner Cloud Hosting Services FY23-24 (PDF)
- #c: Mo. Rate - Hosting Invoices July - Sept. 2023 (PDF)
- #d: Signed PO Mod - Hansen Banner Cloud Services (PDF)

Hansen Banner Cloud Hosting Services – Fee Amount to June 30, 2024

Monthly Rate	Months Remaining	Total
$14,678.00	9 Months (Oct. 2023 – June 2024)	$132,102.00

Hansen Banner, LLC
EIN:
350 5th Avenue,
Suite 6440
New York, NY 1011
USA
Tel:

TAX INVOICE

City of Columbia
1401 Main St Fl 10
Columbia, SC 29201-5806
USA

Invoice No:	PIUS03000208
Invoice Date:	7/31/2023
Invoice Due Date:	8/30/2023
Page	1 of 1
Invoice Currency:	USD

Attention:
Accounts Payable

Customer Number:
C000105

Purchase Order No:

Item Description	Quantity	Unit Price	Sales tax	Amount
City of Columbia S&M/ 3rd Party Maint/ Hosting				
Monthly hosting-AWS Monthly Fee- NonPROD & Production July 2023	1.00	14,678.00	0.00	14,678.00

SUBTOTAL	**14,678.00**
Sales tax	**0.00**
INVOICE TOTAL	**14,678.00**

Remit Postal Payment to:
Hansen Banner, LLC
7450 Tilghman Street
Suite 100
Allentown, PA 18106
USA

Direct Payments to:
Bank: Bank of America, N.A.
Routing No.: 021000322
Account No: 483043641195
SWIFT: BOFAUS3N
Email Remittance to: hansennaar@hansencx.com

Hansen Banner, LLC
EIN:
350 5th Avenue,
Suite 6440
New York, NY 1011
USA
Tel:

TAX INVOICE

City of Columbia
1401 Main St Fl 10
Columbia, SC 29201-5806
USA

Invoice No:	PIUS03000226
Invoice Date:	8/30/2023
Invoice Due Date:	9/29/2023
Page	1 of 1
Invoice Currency:	USD

Attention:
Accounts Payable

Customer Number:
C000105

Purchase Order No:

Item Description	Quantity	Unit Price	Sales tax	Amount
City of Columbia S&M/ 3rd Party Maint/ Hosting				
Monthly hosting-AWS Monthly Fee- NonPROD & Production August 2023	1.00	14,678.00	0.00	14,678.00

SUBTOTAL	**14,678.00**
Sales tax	**0.00**
INVOICE TOTAL	**14,678.00**

Remit Postal Payment to:
Hansen Banner, LLC
7450 Tilghman Street
Suite 100
Allentown, PA 18106
USA

Direct Payments to:
Bank: Bank of America, N.A.
Routing No.: 021000322
Account No: 483043641195
SWIFT: BOFAUS3N
Email Remittance to: hansennaar@hansencx.com

Hansen Banner, LLC
EIN:
350 5th Avenue,
Suite 6440
New York, NY 1011
USA
Tel:

TAX INVOICE

City of Columbia
1401 Main St Fl 10
Columbia, SC 29201-5806
USA

Invoice No:	PIUS03000250
Invoice Date:	9/30/2023
Invoice Due Date:	10/30/2023
Page	1 of 1
Invoice Currency:	USD

Attention:
Accounts Payable

Customer Number:
C000105

Purchase Order No:

Item Description	Quantity	Unit Price	Sales tax	Amount
City of Columbia S&M/ 3rd Party Maint/ Hosting				
Monthly hosting-AWS Monthly Fee- NonPROD & Production September 2023	1.00	14,678.00	0.00	14,678.00

SUBTOTAL	**14,678.00**
Sales tax	**0.00**
INVOICE TOTAL	**14,678.00**

Remit Postal Payment to:
Hansen Banner, LLC
7450 Tilghman Street
Suite 100
Allentown, PA 18106
USA

Direct Payments to:
Bank: Bank of America, N.A.
Routing No.: 021000322
Account No: 483043641195
SWIFT: BOFAUS3N
Email Remittance to: hansennaar@hansencx.com

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Budget, Program Management, & Grants**

FROM: ***Missy Caughman,***

SUBJECT: **Council is asked to approve an American Rescue Plan Act of State and Local Fiscal Recovery Fund Sub-award Agreement in support of providing enhanced social and physical engagement for older adults at the Lourie Center, as requested by the Budget, Program Management & Grants Department. Award to Senior Resources in the amount of $150,000.00 per year for three (3) years in a total amount of $450,000.00.**

REQUISITION NO.: **R225352**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: American Rescue Plan Act (2619999-ARPA202311).**

CLEAN WATER 2020?: **No**

PURPOSE:

Endorsed by the Health, Social, and Environmental Affairs Committee on June 27, 2023.

ATTACHMENTS:

- **#a:** Senior Resource Sub-Award Council Memo 11-2023 (PDF)
- #b: APPROVED Senior Resources ARPA Subrecipient Grant Agreement (PDF)

CITY OF COLUMBIA
Budget, Program Management & Grants Office
INTEROFFICE MEMORANDUM

TO: **Honorable Daniel Rickenmann, Mayor & Columbia City Council**
Teresa Wilson, City Manager

DATE: **11/08/23**

FROM: **Missy Caughman, Budget, Program Management and Grants Director** MAC

RE: **Senior Resources American Rescue Plan Sub-Award Agreement**

The Budget, Program Management & Grants Department respectfully request approval from City Council for a Sub-award Agreement with Senior Resources in the amount of $150,000 per year for three (3) fiscal years for a total award of $450,000 in support of providing enhanced social and physical engagement for older adults at the Lourie Center. Funding for this project comes from the American Rescue Plan Act (ARPA) (account 2619999 ARPA202311).

The Health, Social, and Environmental Affairs Committee recommended approval of this award at their June 27th meeting and City Council endorsed during a following work session. After review of the ARPA guidelines, a sub-award is necessary to proceed with this allocation. The award to Senior Resources is under the ARPA category of Assistance to Non-Profits.

Please let us know if you have any questions or need additional information, please let me know.

American Rescue Plan Act of State and Local Fiscal Recover Funds Sub-award Agreement Between
City of Columbia, South Carolina and
Senior Resources

Article I. Overview.

Section 1.1. Parties. The parties to this agreement are City of Columbia, South Carolina, a body politic and political subdivision of the State of South Carolina ("City of Columbia") and Senior Resources, a South Carolina ("Subrecipient").

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Roles. For the purposes of this Agreement, the City of Columbia serves as a pass-through entity.

Section 1.4. Source of Funding. This Agreement is funded by a portion of the allocation to the City of Columbia by the State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARPA/SLFRF).

Section 1.5. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient from the City of Columbia.

Section 1.6. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), require the City of Columbia to provide the Subrecipient with specific information about this subaward. All required information is listed in Exhibit A (Subaward Data).

Section 1.7. Term. This Agreement shall govern the performance of the parties for the period July 1, 2023 (the "Effective Date") through June 30, 2026 ("Expiration Date"), unless earlier terminated by either party in accordance with the terms of this Agreement ("Agreement Term").

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Subrecipient shall perform the Approved Activities in accordance with the program budget as approved by the City of Columbia and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the City of Columbia; nor shall Subrecipient make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of City of Columbia.

Article III. Compensation.

Section. 3.1. Payment of Funds. City of Columbia agrees to annual disbursement of funds to the Subrecipient for project costs in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed One Hundred Fifty Thousand and 00/100 ($150,000.00) per fiscal year. The amount of Total Agreement Funds, however, is subject to adjustment by the City of Columbia if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term.

Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Receipts and Reports. On or before the twentieth (20th) day following the end of each quarter and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices and associated receipts, in a format dictated by City of Columbia, for the most recent quarter ended, to City of Columbia's Budget Office, via email to budgetoffice@columbiasc.gov, setting forth actual expenditures of Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such quarterly report, City of Columbia may disapprove the requested claim. If the claim is so disapproved, City of Columbia shall notify Subrecipient as to the disapproval. A decision by City of Columbia to disapprove a claim is final. There is no appeal process for subrecipient. If City of Columbia approves receipts and invoices, then City of Columbia will disburse the funds for the remainder of Agreement without further notice.

Section. 3.3. City of Columbia's Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by City of Columbia from the ARPA/SLFRF and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that City of Columbia receives from the ARPA/SLFRF is reduced, City of Columbia may reduce the amount of funds awarded under this Agreement or terminate this Agreement. City of Columbia also may deny payment for Subrecipient's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Subrecipient to comply with the terms and conditions of this Agreement.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Subrecipient must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARPA/SLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by City of Columbia if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. City of Columbia shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established City of Columbia and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. City of Columbia may not reimburse or otherwise compensate Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. **Indirect Cost Rate**. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. Subrecipient shall submit to City of Columbia such reports and back-up data as may be required by the Federal Government or City of Columbia, including such reports which enable City of Columbia to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

REPORT	DEADLINE
Reports are required even when the organization is preparing for activities or events. Reports are to be both narrative and quantitative in nature and design.	Quarterly reports are due on or before the twentieth month following the end of the quarter October 20 January 20 April 20 July 20

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to the City following the expiration or termination of Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City of Columbia, the US Department of Treasury, the SC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be paid solely by Subrecipient, immediately upon notification of such, from funds other than those provided by City of Columbia under this Agreement or any other agreements between City of Columbia and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Subrecipient is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. Subrecipient shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Subrecipient certifies that it will provide City of Columbia with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by City of Columbia no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. City of Columbia will not accept a payment request submitted after this date without prior authorization from City of Columbia. In consideration of the execution of this Agreement by City of Columbia, Subrecipient agrees that acceptance of final payment from City of Columbia will constitute an agreement by Subrecipient to release and forever discharge City of Columbia, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to City of Columbia under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of City of Columbia. Such requirements shall include submitting final reports to City of Columbia and providing any closeout-related information requested by City of Columbia by the deadlines specified by City of Columbia. This provision shall survive the expiration or termination of this Agreement.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Sub-recipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between City of Columbia and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Sub-recipient's current policies and practices. City of Columbia may assist Sub-recipient in complying with all applicable requirements. However, Sub-recipient remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/SLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).

Implementing Regulations. Subpart A of 31 CFR Part 35 (State and Local Fiscal Recovery Funds), as adopted in the *State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

This Agreement is also subject to all applicable laws of the State of South Carolina.

Section. 5.3. Federal Grant Administration Requirements. Sub-recipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/SLFRF (21.027). These requirements dictate how Sub-recipient must administer the sub-award and how City of Columbia must oversee Sub-recipient.

The applicable UG provisions are as follows:
Subpart A, Acronyms and Definitions
Subpart B, General provisions
Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)
Subpart D, Post Federal; Award Requirements (except 2 CFR 200.305(b)(8) & (9), .308, .309, and .320(c)(4))
Subpart E, Cost Principles
Subpart F, Audit Requirements
2 CFR Part 25 (Universal Identifier & System for Award Management)
2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)
2 CFR Part 180 (OMB Guidelines to Agencies on Government wide Debarment & Suspension Non-Procurement)

It is the Subrecipient's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by City of Columbia

Section. 5.4. Procurement Requirements.

(a) Compliance
The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

(b) OMB Standards
The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 OMB "Super Circular'', Procurement Standards, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property .

(c) Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract. Subrecipients should pay particular attention to 2 CFR §200.432 and §200.474. Travel must be a necessity for participation and of cost reasonableness .

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. City of Columbia Responsibilities. City of Columbia has the option to monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this Agreement. City of Columbia must determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. City of Columbia may require Subrecipient to take corrective action if deficiencies are found.

Section. 6.2. Subrecipient Responsibilities.

(a) **Cooperation with City of Columbia Oversight**. Subrecipient shall permit City of Columbia to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

(b) **Cooperation with Audits.** Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of City of Columbia, the South Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If City of Columbia determines that Subrecipient is not in compliance with this Agreement, City of Columbia may initiate an intervention, in accordance with 2 CFR 200.208 and 2 CFR 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency.

If City of Columbia determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the City of Columbia otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify Subrecipient of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

City of Columbia may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that City of Columbia determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

(1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
(2) More frequent or more thorough reporting by the Subrecipient

(3) More frequent monitoring by the City of Columbia
(4) Required Subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues.
(1) Restrictions on funding payment requests by Subrecipient
(2) Disallowing payments to Subrecipient
(3) Requiring repayment for disallowed cost items
(4) Imposing probationary status on Subrecipient

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues.
(1) Temporary or indefinite funding suspension to Subrecipient
(2) Nonrenewal of funding to Subrecipient in subsequent year
(3) Terminate funding to Subrecipient in the current year
(4) Initiate legal action against Subrecipient

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of City of Columbia.

Section 6.4. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement.

Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of City of Columbia, the South Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify City of Columbia of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Default and Termination.

Section. 7.1. Termination for Cause. City of Columbia may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

Sec. 7.2. Termination Without Cause. City of Columbia may terminate this Agreement for any reason, in its sole discretion, by providing Subrecipient with thirty (30) days prior written notice.

Sec. 7.3. Termination by Mutual Agreement. City of Columbia and Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Sec. 7.4. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination.

Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to City of Columbia because of

any breach of Agreement by Subrecipient. City of Columbia may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due City of Columbia from Subrecipient is determined.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless City of Columbia, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement.

Section. 8.2. Insurance. Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of2 CFR Part 200 OMB "Super Circular", Bonding and Insurance.

City of Columbia may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide City of Columbia with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Subrecipient must provide City of Columbia prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If Subrecipient fails to provide such notice, the Subrecipient assumes sole responsibility for all losses incurred by City of Columbia for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Subrecipient shall name City of Columbia as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an “A” rated insurance company acceptable to City of Columbia. If Subrecipient fails at any time to maintain and keep in force the required insurance, City of Columbia may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. City of Columbia and Subrecipient agree that they executed and performed this Agreement in Richland County, South Carolina. This Agreement will be governed by and construed in accordance with the laws of South Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the South Carolina General Court of Justice in Richland County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by City of Columbia constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of City of Columbia Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair City of Columbia from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without City of Columbia’s prior written consent. Unless City of Columbia otherwise agrees in writing, Subrecipient and all assigns are subject to all City of Columbia’s defenses and are liable for all Subrecipient’s duties that arise from this Agreement and all City of Columbia’s claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the City of Columbia, Grantee Representative:
Missy Caughman, Budget, Program Management & Grants Director
City of Columbia
1136 Washington Street, Suite 504
Columbia, South Carolina 29201
803-545-3201
budgetoffice@columbiasc.gov

(b) If to the Senior Resources
Andrew Boozer, Executive Director
2817 Millwood Avenue
Columbia, South Carolina 29205
aboozer@seniorresourcesinc.org

IN WITNESS WHEREOF, the parties have caused this Agreement to the signed by their duly constituted legal representatives and is effective as of the Effective Date.

Grantee:

City of Columbia

By: _____
Teresa Wilson
Title: City Manager

APPROVED AS TO FORM
Legal Department City of Columbia, SC
11/15/2023

Approved as to Form

By: _____
City Attorney

Sub-Recipient:

Senior Resources

By: _____
Andrew Boozer
Title: Executive Director

Exhibit A: Subaward Data

Subrecipient Name	Senior Resources
Subrecipient Unique Entity Identifier:	070372099
Federal Award Identification Number (FAIN):	57-0484965
Federal Award Date of Award to the Recipient by the Federal Agency:	
Subaward Period of Performance Start Date:	**July 01, 2023**
Subaward Period of Performance End Date:	**June 30, 2026**
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	**$450,000**
Federal Award Project Description:	American Rescue Plan Act
Name of Federal Awarding Agency:	Department of Treasury
Name of Pass-Through Entity: City of Columbia	City of Columbia, South Carolina
Contact Information for City of Columbia Authorizing Official:	Teresa Wilson
Contact Information for City Project Manager:	Missy Caughman
CFDA Number and Name:	21.027- State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	Not R&D
Subrecipient Indirect Costs:	See Exhibit C – Approved Budget

Exhibit B: Approved Activities

Approved Activities will provide enhanced social and physical engagement for older adults at the Lourie Center.

1. Personnel and Fringe: $231,020
   Personnel and Fringe Benefits for direct program staff who are coordinating and executing older adult programming at the Lourie Center.

2. Supplies: $122,122
   Includes necessary supplies and contract instructors for direct programming for older adults to include exercise, nutrition, social, and cultural curricula.

3. Maintenance & Repairs: $49,500
   Remediation of air quality components to ensure a safe and healthy environment , to include mold remediation, HVAC ductwork cleaning, and replacement of damaged materials due to the growth of organic matter.

4. Occupancy: $39,000
   Utilities and maintenance expenses related to the operation of the 17,000 sq. ft. facility

5. Telecommunications: $8,358
   Internet, phone, and related communication services for staff and patrons of the facility.

Exhibit C: Approved Budget

Consult the City of Columbia's Allowable Costs and Cost Principles Policy and the ARPA/SLFRF Final Rule for specific directives and limitations on cost items.

REVENUES			**Total Revenue**
City of Columbia State and Local Fiscal Recovery Funds Awarded		$	450,000.00
Budget Cost Categories	**OMB Uniform Guidance Federal Awards Reference 2 CFR 200**		**Total Expenditures**
1. Personnel (Salary and Wages)		$	206,007
2. Fringe Benefits		$	25,013
3. Travel		$	
4. Equipment		$	
5. Supplies		$	122,122
6. Contractual Services and Subawards		$	
7. Consultant (Professional Service)		$	
8. Maintenance & Repairs		$	49,500
9. Occupancy (Rent and Utilities)		$	39,000
10. Research and Development (R&D)		$	
11. Telecommunications		$	8,358
12. Training and Education		$	
13. Direct Administrative Costs		$	
Miscellaneous Costs Advertising and public relations costs Materials and supplies costs, including costs of computing devices		$	
15. Add additional cost items as needed			
16. Total Direct Costs (add lines 1-15)		$	450,000
17. Total Indirect Costs			
Rate %: Base*:		$	
Total Costs Federal Grant Funds (Lines 16 and 17) **MUST EQUAL REVENUE TOTALS ABOVE**		$	450,000

** The Base is modified direct total costs (MTDC) of the sub award project. Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each sub award (regardless of the period of performance of the sub awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub awards in excess of $25,000.*

Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Exhibit D: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Signature of Subrecipient's Authorized Official Date:

_____

Name and Title of Subrecipient's Authorized Official

_____ Date

Exhibit E: Key Personnel

CITY OF COLUMBIA INFORMATION	
Administrative Address:	1701 Main Street, Columbia, South Carolina 29201
Invoice Address:	@budgetoffice@columbiasc.gov
Project Manager Name:	Missy Caughman
Project Manager Title:	Director, BPMO&G Office
Project Manager Email:	Missy.Caughman@columbiasc.gov
Project Manager Phone:	(803) 545-3201
Fiscal Officer Name:	Kristine Githara
Fiscal Officer Title:	Finance Director
Fiscal Officer Email:	Kristine.Githara@columbiasc.gov
Fiscal Officer Telephone:	(803) 545-3409
SUBRECIPIENT INFORMATION	
Administrative Address:	2817 Millwood Avenue, Columbia, South Carolina 29205
Invoice Address:	mhunter@seniorresourcesinc.org
Project Manager Name:	Andrew Boozer
Project Manager Title:	Executive Director
Project Manager Email:	aboozer@seniorresourcesinc.org
Project Manager Telephone:	803-252-7723 ext 261
Fiscal Officer Name:	Marcus Hunter
Fiscal Officer Title:	Director of Finance
Fiscal Officer Email:	mhunter@seniorresourcesinc.org
Fiscal Officer Telephone:	803-252-7734 ext 259

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **City Council is asked to approve a new Professional Services Contract for Rapid Shelter Security Services, as requested by the Columbia Police Department on November 3, 2023. Award to Universal Protection Services dba Allied Universal Security using the General Services Administration Cooperative Contract in an amount not to exceed $640,000.00, which includes contingency. The initial term of the agreement will take effect upon the issuance of a Notice to Proceed with an end date one-year from commencement with the option to renew for three (3) additional one-year periods. This contractor is located in Columbia, SC.**

REQUISITION NO.: **R225572**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Police Administrative Services - Professional Services (1012402-636600). The original budget amount is $640,000.00**

CLEAN WATER 2020?: **No**

Base Amount	$580,000.00
Contingency (10.34%)	$60,000.00
Total	$640,000.00

ATTACHMENTS:

- **#a:** Memo.RapidShelterSecurity.AlliedUnivesrsal (PDF)
- #b: Final.Agreement.Allied.RapidShelterSecurity.2023-2024 (PDF)

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Chief Skip Holbrook, Chief of Police
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: November 16, 2023

Subject: Rapid Shelter Security Services

The Columbia Police Department requests to renew our contractual agreement with Allied Universal Security Services for FY 23/24. The purpose is to continue security services at the Rapid Shelter location as needed.

The contract renewal provides for security at the site 24 hours a day and 7 days a week. Security services provided include security for normal operations as well as the capacity to up staff during inclement weather conditions to meet the scope of service required.

This contract renewal is independent of any other existing contract for security services being provided by Allied Universal Security Services.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is awarded under General Services Administration FSC Class S206, R425 Security and Protection, Professional Services Cooperative Contract number 47QSWA23D0028.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Universal Protection Service LP dba Allied Universal Security, (hereinafter referred to as the "Contractor"), to provide security services for the rapid shelter center and overflow center for the City of Columbia, SC.

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

2. **SCOPE OF WORK** – Upon written notification by the City to proceed, the Contractor shall provide the scope of work more fully described in Exhibit A, attached hereto. The Contractor shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to continue with work for three (3) additional one (1) year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

6. **COMPENSATION** – (See Exhibit B)

   A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed Six Hundred Forty Thousand Dollars and 00/100 ($640,000.00).

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

that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Contractor 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 Contractor has received payment from the City.

2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the 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 Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor 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, Contractor debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

7. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subconsultant of the Contractor commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any

extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

8. PERMITS & LICENSES

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

B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Agreement. Such approvals and/or

permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractor s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

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

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

9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Contractors 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.

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

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

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

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

    B. The Contractor fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure;

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

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

F. By mutual agreement.

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

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

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

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

City of Columbia
Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201

Allied Universal Security
Name: Thomas Collins
Title: Business Development Manager
Address: 140 Stoneridge Drive, Suite 650
Columbia, SC, 29210
Phone: 803-781-6260

Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Fax: 803-765-2926
Email: Thomas.collins@aus.com

15. MISCELLANEOUS

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

B. The Contractor shall be responsible for performance of all services required by this Agreement. The Contractor does not act as the City's agent or employee.

C. The Contractor will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor.

   The Contractor 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 Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees

as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

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

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

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

I. This Agreement is subject to City Council approval.

J. The Contractor acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not,

directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

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

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

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

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

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

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

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

16. **TERMS AND CONDITIONS** - Federal Funding Conditions: The Contractor must comply with the conditions of federal funding as follows and as noted in Exhibit D – Federal Guidelines for Contracting and Fair Labor Standards:

A. ANTI-KICKBACK ACT OF 1986: Prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government. The Engineering Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the sub Engineering Consultants with such regulations, and shall be responsible for the submission of affidavits required of sub Engineering Consultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

B. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Engineer represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.

C. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 2 CFR 200: which revises the following, 24 CFR 570.502, 570.610 Engineering Consultant shall comply with the requirements and standards of OMB Circular A¬122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits shall be conducted annually. Engineering Consultant shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HMGP provisions.

D. AMERICANS WITH DISABILITIES ACT: Engineering Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Engineering Consultant and the activities to be performed by Engineering Consultant under the scope of this Agreement. If employing more than fifteen (15) employees, Engineering Consultant 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), Engineering Consultant agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation,

Engineering Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

E. 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 each violation 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.

F. 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 Scope of Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

G. The Engineer acknowledges that Federal Emergency Management Agency (FEMA) and Hazardous Mitigation Grant Program (HMGP) financial assistance will be used to fund the Agreement only. Successful Engineering Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, HMGP policies, procedures, and directives.

H. 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, polices and

available funding amounts, or for other reasons. If such amendments result in a change on 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 and signed by both parties.

I. The City will maintain oversight to ensure the Engineer performs in accordance with all terms, conditions and specifications. The Engineer will be responsible for performance of all services required by the Agreement.

J. ACCESS TO RECORDS: The Engineer agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

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.

The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by FEMA Administrator or the Comptroller General of the United States.

K. DHS SEAL, LOGO, AND FLAGS: The Engineer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: 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.

M. LABOR STANDARDS AND DAVIS-BACON ACT: 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 applies. Contractors 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. Contractor will comply with the following conditions:

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.

N. SECTION 3:

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 Housing and Urban Development (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.

b. The Parties to this contract agree to comply with HUD 24 CFR Part 75 regulation and City of Columbia Community Development policy and guidelines related to the 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 impediments that would prevent them from complying with HUD 24 CFR Part 75 regulation or City of Columbia Community Development requirements.

c. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD 24 CFR Part 75 regulation, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD 24 CFR Part 75 regulation or City of Columbia Community Development

policy and guidelines. The contractor will not subcontract with any subcontractor where the contractor has, or could be reasonably expected to have had, notice or knowledge that the subcontractor has been found in violation of HUD 24 CFR Part 75 regulation.

d. Noncompliance with HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts at the sole discretion of the City of Columbia Community Development.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

APPROVED AS TO FORM
Legal Department City of Columbia, SC
11/06/2023

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

ALLIED UNIVERSAL SECURITY

_____ _____ **Date:**_____

Print: **Name/Title** **Signature**

(Corporate Seal)

Attest

_____ **Date:**_____

Signature

List of Exhibits

Exhibit A – Scope of Work/ Schedule for Completion of Services

Exhibit B – Compensation

Exhibit C – Business Information Statement for Subcontractors

Exhibit D – Federal Guidelines for Contracting and Fair Labor Standards

EXHIBIT A – SCOPE OF WORK/SCHEDULE FOR COMPLETION OF SERVICES

1. Security services provided for the City of Columbia, SC Rapid Shelter Center and Inclement Weather Shelter (IWS).
   A. Services to be provided 24/7, 365 days per year for the Rapid Shelter Center
   B. Services for the IWC to be provided between 5:30 p.m. – 7:00 a.m., from November 1 – March 31 when overnight temperature is expected to be below 40 degrees
   C. Services provided at 191 Calhoun Street
2. The services shall include the following number of guards:
   A. Rapid Shelter Center – one armed supervisor and one unarmed guard
   B. IWS – one unarmed guard
   C. It is anticipated once the Rapid Shelter Center reaches 50% occupancy or greater the City will increase the number of unarmed guards to three (3) in total
3. The City, in conjunction with Allied Universal review the guard requirement as needed
4. The City maintains the right to adjust the number of guards as needed at either location. Hourly rates will not increase should the need for additional guards be necessary.
5. Check residents in and out utilizing metal detection devices
6. Maintain regular foot patrol of property
7. Video surveillance
8. Handle all incidents in a professional manner with first emphasis on de-escalation as the priority
9. Proper reporting and handling any incidents
10. Provide weekly reporting to City of Columbia Police Department or as requested
11. Security staff will be clearly defined, professionally uniformed, and hold all required certifications and licensing
12. If the City determines additional security duties are required, it will notify Contractor appropriately to include within the Scope of Work of this agreement

EXHIBIT B – COMPENSATION

Rapid Shelter Center Base Coverage:

Position	Pay Rates	Bill Rates	Holiday / Overtime Rates	Hours Per Week	Weekly Costs	Annual Costs
Hybrid Program				336 HPW	$8,230.32	$427,976.64

The above pricing scenarios are the cost of two (2) officers around the clock (24/7, 365 days per year). Hybrid program will consist of one armed and one unarmed Security Professional. The hourly rate will not change from the established pricing below.

Rapid Shelter Additional Coverage:

Position	Pay Rates	Bill Rates	Holiday / Overtime Rates	Hours Per Week	Weekly Costs	Annual Costs
Armed Security Officers	$18.50	$25.53	$35.74	168 HPW	$4,289.04	$223,030.08
Unarmed Security Officers	$17.00	$23.46	$32.84	168 HPW	$3,941.28	$204,946.56

The above pricing reflects the cost of each additional officer around the clock (24/7, 365 days per year). The City will determine the need for additional officers based on the capacity levels of the Rapid Shelter. The need may fluctuate between increasing and decreasing the number of officers for any given period.

Overflow Shelter Coverage:

Position	Pay Rates	Bill Rates	Holiday / Overtime Rates	Hours Per Day	Daily Costs (2 guards per 14 hour shift)	Annual Costs*
Armed Security Officers	$18.50	$25.53	$35.74	14	$714.84	$57,187.20
Unarmed Security Officers	$17.00	$23.46	$32.84	14	$656.88	$52,550.40

The above pricing scenario will apply for all surge coverage hours for winter months (November 1, - March 31) when the temperature is expected to drop below 40 degrees.

*Annual Costs calculated using the assumption the Overflow Shelter is open on average 80 nights per season from 5:00 p.m. – 7:00 a.m. for the period November 1 – March 31.

Contingency:
The total contract amount will include a City controlled contingency in an amount not to exceed $60,000.00.

EXHBIT C - BUSINESS INFORMATION RECORD for SUBCONSUTANTS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
N/A				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
AM – Asian American Male
BF – African American Female
BM – African American Male
FB – Non-Minority Female Owned
HF – Hispanic American Female
HM – Hispanic American Male
NF – Native American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT $ N/A
TOTAL CONTRACT AMOUNT: $_____

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

Business Name: Allied Universal Security

Representative Name/Title: Thomas Collins/Business Development Manager

Date: 11/3/2023

EXHIBIT D - Federal Guidelines for Contracting and Federal Labor Standards

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

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.

Compliance with Federal Regulations: The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from HUD.

1. **RELIGIOUS ACTIVITIES 24 CFR 570.200 (j)**
   As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

2. **POLITICAL ACTIVITIES 24 CFR 570.207**
   CONTRACTOR will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

   a) HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE
   CONTRACTOR 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.

3. **OTHER PROGRAM REQUIREMENTS 24 CFR**
   CONTRACTOR shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that CONTRACTOR will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

4. **GENERAL-24 CFR 570.600**
   CONTRACTOR agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

5. **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 CONTRACTOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

6. **SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973--24 CFR 570.602(c)**
   This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

7. **SECTION 3**
   Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance

provided under this contract and binding upon the Contractor, the Subcontractor and any of the Subcontr
Subcontractors. Failure to fulfill these requirements shall subject the Contractor, the Subcontractor and any of the Subcontractor's Subcontractor, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this contract is an activity assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the activity area and contracts for work in connection with the activity be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the activity is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction activity are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded activity is located; where feasible, priority should be given to low- and very low-income persons within the service area of the activity or neighborhood in which the activity is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction activity are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded activity is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the activity is located, and to low- and very low-income participants in other HUD programs.

8. 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 applies. Contractors 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. Contractor will comply with the following conditions:

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 includ

in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontra lower tier sub-contractor with the clauses set forth in paragraphs (A) through (D) of this section.

9. 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.

10. ENVIRONMENTAL STANDARDS 24 CFR 570.604

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58. No funds related to the project or activity can be obligated or expended until an Environmental Clearance Authorization is completed and the contract is executed. Any expenditures for a program that takes place before the execution of a contract and the completion of the Environmental Clearance cannot be reimbursed. The City is responsible for providing the Contractor the HUD required Environmental Clearance Authorization.

11. 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.

12. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

CONTRACTOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

13. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

CONTRACTOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

14. LEAD-BASED PAINT 24 CFR 570.608

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead- based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead- based paint hazards.

15. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR CONTRACTORS 24 CFR 570.609

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

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 F 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.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL FUNDS – 2 CFR PART 200

CONTRACTOR shall comply with the requirements and standards of this Super Circular.

17. CONFLICT OF INTEREST 24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of CONTRACTOR who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

18. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non- profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

19. DRUG-FREE WORKPLACE

As a Contractor of CDBG funds, and in connection with public services offered, the CONTRACTOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that CONTRACTOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

20. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits CONTRACTOR from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of 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.

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 co[illegible] 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.

21. AMERICANS WITH DISABILITIES ACT

CONTRACTOR 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 Agreement. 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.

22. 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:

1. 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.

2. 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.

3. 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.

23. 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.

24. 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.

25. PROGRAM FRAUD AND FALSE OR FRAUDELEND 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.

The *False Claims Act* (*FCA*), 31 U.S.C. §§ 3729

Under Liability for Certain Acts, in general any person who:

a) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approv

b) knowingly makes, uses, or causes to be made or used, a false record or statement material to a f fraudulent claim;
c) conspires to commit a violation of subparagraph a), b), c), d), e), f), or g);
d) 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;
e) 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;
f) 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
g) 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.

26. CLAIMS AND DISPUTES 2 CFR 200.318(k)

This contract is subject to Contract Disputes.

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

27. 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.

28. EQUAL EMPLOYMENT OPPORTUNITY

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 United States to enter into such litigation to protect the interests of the United States.

29. CLEAN AIR ACT AND 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.

30. 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.

31. OVERSIGHT 2CFR 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).

32. 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.

33. 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.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. **1. (i)** Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.goviesa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

( ) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs **1** through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false ..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(4) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(2) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a new Professional Services Contract for a Parks and Recreation Ten-Year Master Plan, as requested by the Parks and Recreation Department on November 29, 2022. Award to Weston and Sampson Engineers, Inc. in an amount not to exceed $111,500.00, which includes contingency. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date ten months from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.**

REQUISITION NO.: **R219883**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Parks and Recreation Administration - Professional Services (1015101-636600). The original budget amount is $111,500.00.**

CLEAN WATER 2020?: **No**

PURPOSE:

Weston and Sampson, Engineers, Inc. is the prime and will provide existing conditions analysis, community recreation needs assessment, and report services at 62.03% ($69,160.00) of the total contract amount.

The following subconsultants will provide additional services:

4D Engineering, LLC, a Minority Business Enterprise (W) of Lexington, SC will provide park system inventory and capital improvement planning services at 10.17% ($11,340.00) of the total contract amount.

P.J. Noble and Associates, Inc., a Minority Business Enterprise (W) of Columbia, SC will provide public outreach services at 4.48% ($5,000.00) of the total contract amount.

RRC Associates, Inc. of Boulder, CO will provide a statistically valid survey at 23.32% ($26,000.00) of the total contract amount.

There were four (4) responses to RFP006-22-23-KDD City of Columbia Parks and Recreation

Master Plan.

Base Amount	$87,000.00
Contingency (28.16%)	$24,500.00
Total	$111,500.00

ATTACHMENTS:

- **#a:** MEMO Parks and Recreation Master Plan 23-24 (PDF)
- #b: Final.Contract.Weston&Sampson.RFP006-22-23-KDD (PDF)

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: November 2, 2023

Subject: Parks & Recreation Master Plan

The City of Columbia Parks & Recreation department requests approval for project RFP006 22-23 Parks and Recreation Master Plan, to be awarded to Weston and Sampson Engineers Inc. in an amount not to exceed $111,500.00, which includes a contingency of $24,500.00 and a base bid 0f $87,000.00. This contractor is located in Columbia, SC. The funding source is Parks and Recreation Administration – Professional Services 1015101 – 636600.

The Master Plan will include the following:

- Existing conditions and Analysis
- Program Inventory and Analysis
- Community Recreation Needs Assessment
- Park System Inventory and Capital Improvement Planning
- Public Out Reach Service
- Statistical Valid Survey

Master Plan Objectives:

1. Develop a Vision: Preparing for the future, while retaining the past.
2. Develop Implementable Goals and Priorities: Focusing efforts on transforming conceptual goals into achievable priorities.
3. Develop an Implementation Strategy for Park Facilities and Operations
4. Develop a Financially Sustainable and Innovative Park System

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is being awarded under procurement method RFP006-22-23-KDD City of Columbia Parks and Recreation Master Plan.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Weston & Sampson Engineers, Inc., (hereinafter referred to as the "Consultant"), to develop a comprehensive plan identifying current and future community needs for recreation programming, parks, greenways, and recreational facilities for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of ten (10) months, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed One Hundred Eleven Thousand, Five Hundred Dollars and Zero Cents ($111,500.00).

      The City will pay Consultant for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon on the Consultants Compensation Form attached to this Contract which establishes the contract value shall not exceed Eighty-Seven Thousand Dollars and Zero Cents ($87,000.00) **unless written approval is authorized by the City**.

   B. The maximum potential value of the contract includes a City controlled contingency allowance in the amount of Twenty-Four Thousand Five Hundred Dollars and Zero Cents ($24,500.00). This contingency amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

C. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

D. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the 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 Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

F. Affirmative Action Procurement and Contracting Goals:

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

implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

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

G. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	N/A	%
MBE	4.48	%
WBE	10.17	%
LSA	N/A	%

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

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

   The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. **INDEMNIFICATION & INSURANCE**

   A. The Consultant shall procure and shall maintain during the life of this Contract, 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 Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

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

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

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions

of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Contract. 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 Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

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

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

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

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

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

    B. The Consultant fails to perform any of the services required in this Contract 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 Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;

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

F. By mutual Contract.

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

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

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

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

City of Columbia
Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor

Weston & Sampson Engineers, Inc.
Name: Daniel Biggs, RLA, ISA, CERP
Title: Project Manager
Address: 1201 Main Street, Suite 930
Columbia, SC 29201

Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Phone: (518) 463-4400
Fax: N/A
Email: biggsd@wseinc.com

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

A. The services performed by the Consultant pursuant to this Contract 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 Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Contract ("Preserved Documents"). Upon the Consultants performance of all services required under this Contract, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Contract.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within

twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Contract.

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

17. MISCELLANEOUS

A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

B. The Consultant shall be responsible for performance of all services required by this Contract. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

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

F. This Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract 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 Contract 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 Contract, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

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

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

I. This Contract is subject to City Council approval.

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

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

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

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

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

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

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

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

N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, 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 Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

APPROVED AS TO FORM
Legal Department City of Columbia, SC
11/01/2023

WESTON & SAMPSON ~~ENGINEERING,~~ Engineers INC.

Daniel Biggers
Associate
Print: Name/Title

Signature

Date: 11.6.23

(Corporate Seal)

WESTON & SAMPSON ENGINEERS, INC. CORPORATE SEAL 1976 MASSACHUSETTS

Attest

Amy Patton
Signature

Date: 11-6-23

List of Exhibits

Exhibit A – Scope of services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A – SCOPE OF SERVICES

Project Understanding & Approach

The City of Columbia seeks to strategically develop a city-wide Parks & Recreation Master Plan, which will focus on each of the city's parks, greenways, and recreational facilities and programs. This master plan will identify current and possible future programming and facility opportunities at each of the parks and recreational facilities.

The report seeks to include an inventory of the existing recreational facilities and programs, analyze forecasted programming and recreational needs, identify park requirements, and recommend implementation strategies over the next 5 to 10 year horizons.

PROJECT OBJECTIVES

1. Develop a Vision: Preparing for the future, while retaining the past.
2. Develop Implementable Goals and Priorities: Focusing efforts on transforming conceptual goals into achievable priorities.
3. Develop an Implementation Strategy for Park Facilities and Operations
4. Develop a Financially Sustainable and Innovative Park System

PROJECT APPROACH

Our team has consciously chosen to focus their careers on the design of outstanding municipal park, open space, and athletic facility projects, bringing a great depth of knowledge and experience garnered from working within the public realm to every assignment. We recognize that this project is important to the City of Columbia community, and we are dedicated to bringing all of our energy, creativity, and technical prowess to all aspects of this project.

Having successfully managed and completed many projects of similar nature, we believe our technical skills and past experiences will allow us to meet the specific needs of the city effectively and efficiently. The Weston & Sampson team has developed a simple formula that allows us to develop strong partnerships with our clients that ultimately yields strong project results. To this end, we pledge to:

- Be highly responsive, accountable, and communicative
- Listen well, facilitate, and then execute at an extremely high level

We have outlined the following tasks for this project.

Phase A | Kickoff Meeting + Existing Conditions Analysis

At the outset of the project, we propose to conduct a kick-off meeting with the key staff, including the Parks & Recreation Director, Director of Planning & Development, members of the Foundation, project committee, and key stakeholders to review project goals and objectives, expectations, options, timelines, and scheduling. In addition, any requirements or constraints of the project site will be discussed and reviewed. The project team will facilitate bi-weekly progress meetings with city staff for the duration of the project.

Within this task, the Weston & Sampson team will research and review plans, policies, documents, and reports related to each of the existing parks, and facilities to be considered, including Columbia Compass: Envision 2036, the most recent comprehensive plan, and relevant Neighborhood, Area, and Corridor Plans.

Working with the Parks & Recreation Department and community, the Weston & Sampson team will complete a Park System Existing Conditions Analysis. The park system analysis shall include an inventory and assessment of the existing parks, greenways, and recreation facilities to develop a prioritized recommendation for maintenance and renovation. The inventory analysis also includes a comprehensive inventory of all current recreation programs, activities, and community services provided through the Department. The inventory includes a review of existing recreational facilities, programs, and services offered through the city, private businesses, and volunteer and community

organizations.

We will present the Inventory at a public meeting for comment and input from city residents. Following public comment, we shall make revisions to the Inventory.

Deliverables: Recreation Facility and Program Inventory

Phase B | Community Recreation Needs Assessment

The Weston & Sampson team will prepare a Community Recreation Needs Assessment ("Assessment") that includes our research and documents current gaps and future needs with regard to recreational and community facilities, activities, and recreational programs. Within this task, we will complete an analysis of needs and trends in response to the following questions:

1. What are the demographic trends for the city?
2. What are the relevant recreation trends to consider?
3. What is needed by groups to use the city parks and recreation system?
4. How do we attract more visitors to various parks and programs?
5. Do we need more parks? If so, what type (pocket, passive, active, etc.) and where?
6. Are we fulfilling the recreation programming needs? What are trends for the next 10 years?
7. Are there major unmet needs among park users and youth sports organizations that warrant city investment?
8. How do we prioritize such investments?

Following the existing conditions review meeting, the project team will draft written outcomes and an existing conditions analysis of the project site.

- Recreational Facilities Assessment – Identify appropriate recreation facilities, including opportunities, shortcomings, and/or deficiencies with existing facilities to establish the recreational needs.
- Park/Open Space Assessment – Identify open space conditions, opportunities, gaps in level of service and/or deficiencies of park/ open spaces.
- Recreational Programs/Services – Examine and evaluate current recreational programs and services to identify opportunities, gaps and/or deficiencies for proposed future programs/services.

Demographics and Trends Analysis – A demographic analysis of the city helps evaluate demographic shifts and their impact on future parks and recreation. The demographic study will predict changes in the population, ages of residents, household makeup, and generational changes that should be considered for future planning. A trends analysis identifies relevant trends that should be considered as part of the city's future planning. This analysis helps identify regional interest and participation levels for a variety of activities; how services are provided through both administrative and planning trends; and how parks and recreation, amenities, programs, and events compare to national and regional trends. For this trends analysis, the Weston & Sampson team will:

- Gather, review, interpret, and build upon demographic trends and characteristics of the city with currently available information from the city; previous planning efforts; and other local, regional, and national sources. We will identify the constituency of the city through a demographic analysis and market profile, utilizing all information available from previous planning efforts and including statistics gathered from Esri, the US Census, and other regional and local sources. The demographic profile will analyze current and projected information regarding population, ethnicity, gender, household income levels, sociological factors, age group characteristics, population projections, growth/development patterns, redevelopment areas, and land use changes, and will identify any underserved population or geographic areas.

- Review and summarize the last three to five years of Park and Recreation Department budgets, capital improvement budgets, maintenance records, and capital projects.
- Review and summarize previous planning studies relating to parks and recreation programs, community events, and facilities. The previous reports will be provided by the city.
- Review current ordinances and policies of the city and the Parks and Recreation Department.
- Review and analyze the current management structure of the Parks and Recreation Department.

Facility Inventory, Resource Mapping and Level of Service Analysis – As part of the plan, we will use all available inventory/assessments reports, available base mapping (GIS/CAD) materials to compile a comprehensive, updated assessment of each city park, recreation, and open space facilities and programs. We will complete an inventory of existing parks, recreation facilities, open spaces, and trails including, but not limited to research, mapping, and personal inspection and conditions of each park, facility, amenity and trail owned and managed by the city, and also properties that fall under joint-use with other departments/entities, if applicable.

To determine each park, greenway, and facility's role in the community (i.e., neighborhood park, community park, alternative provider, etc.), Weston & Sampson team members will work with staff for select onsite visits to validate scoring and any unique components. We will evaluate these sites with regard to functional use, current conditions, capacity, and quality, and will score the value of comfort and convenience factors (e.g., the presence of shade; availability of benches, restrooms, and drinking fountains) and the overall context of the component. This will allow a measure of the total user experience and level of service and allow us to help the City of Columbia create relevant community-specific standards.

We will incorporate all analyses of facilities and components into a digital database. The final deliverables will be prepared in both tabulated and textual formats that are dynamic and can easily be updated and used in the future. The inventory will include recommendations for locating areas for improvements to address unmet needs for active and passive recreation and will address methods for minimizing duplication of offerings and/or enhancing possibilities for collaborative partnerships where appropriate. We will also review the impact of growth trends related to neighboring jurisdictions and topics such as connectivity, accessibility, and circulation.

Program Inventory and Analysis – We will provide a working MS Excel template for analysis of recreation services and programs. Working with city staff, relevant alternative providers (schools, HOAs, non-profit and for-profit associations and businesses, churches, etc.) can be included to provide summary analysis of program supply within the city.

We will use this information, along with the public outreach information gathered in the next task to generate schematic designs in the next phase.

The Weston & Sampson team will solicit quality public input from stakeholder groups, community organizations, local residents and businesses, and other interested agencies as a part of Phase C - Public Outreach.

Deliverables: Recreation Facility and Program Analysis

Phase C | Public Outreach

Our team believes in creating an in-depth, efficient, and cost-effective citizen focused community process as part of all public agency management and planning. We will build upon previous work to acquire knowledge of local issues and concerns that will assist us in obtaining useful and pertinent community feedback - both as information and engagement for buy-in and outcomes.

After sufficient analysis of the existing conditions has been complete, the Weston & Sampson team will facilitate a public outreach process to determine the needs of residents and to allow the project team to communicate with residents, user groups, public and civic associations, and key community representatives.

Preliminary key stakeholders may include citizens, representatives of the School District, faith-based groups, neighborhood associations, community organizations, and special interest groups from in and around your community.

We will work with the project team during the kick-off meeting to delineate and customize the public process. We use both qualitative and quantitative assessment tools, and all input tools will help build consensus and agreement on the plan and provide information for decision making to the city. We can conduct public engagement in-person, virtually, or in a hybrid manner.

Our strategies range from intercept surveys, public meetings, and focus groups to questionnaires, online surveys, and dot surveys. We use a host of social media tools to create a managed and facilitated online community dialogue, including polling, open online and user surveying, discussions, topic suggestions, prioritization options, etc. Based on previous successes, we recommend hosting meetings for Public Meetings #1 and #2 (described below) in each or four of the City Council Districts. The following citizen involvement strategy approach to assure residents, user groups, associations, and other stakeholders that they are provided an opportunity to participate in the report's development:

- Stakeholder interviews/focus group workshops drawing from representatives from committees and commissions, other City Departments, council members, special interest individuals and groups, associations, and other service providers (e.g., staff, schools, health clubs, seniors, open spaces, etc.), open to the public at large. Our team will coordinate with these groups to find a suitable date and time for the meeting to ensure maximum attendance from these groups.
- Development of a digital community survey to identify the community's goals for additional facilities and program development. This shall include seeking input on whether a centralized community center is needed and if so, what programs and/or services are desired for this space. An open link/open access survey could be provided (not a statistically valid survey). The city could include a flyer promoting the survey in the monthly utility billing mailer and market heavily through other channels. *Alternative approaches for a statistically valid survey are suggested below.*
- Public Meeting #1 (Community Input): We will provide information and to validate and round out the qualitative information received from the focus groups. This meeting will focus on gathering community thoughts, ideas, and needs for park space, as well as sharing pertinent existing conditions information with them.
- Public Meeting #2 (Findings Presentation): We will compile and present a summary of findings from the inventory, needs assessment and analysis for validation by staff, stakeholders, and the public.
- Draft Recommendations Presentation (hearing, open to the public).
- Final Presentation for Adoption (hearing, open to the public).

Following the public meetings, the project team will review the results with the Project Committee, and other committees/commissions to discuss initial thoughts and gather their input to prioritize the needs.

Optional Task Statistically Valid Survey

Particularly in communities that have a high level of public engagement and input, our team is a strong proponent of including surveys as part of all planning

projects to reflect the quantitative needs of a community most accurately. While stakeholder meetings, focus groups, and public meetings allow us to draw in interested parties and users, a statistically valid survey is the only defensible mechanism that provides feedback from the NON-USERS, who are most likely taxpayers. Columbia is a mid-sized city, however with approximately 50% minority, including 40% African American, this presents varying challenges. We are open to suggestions and modifying our approach to meet the needs of the city. Below are two alternatives to consider:

Option C.1 – Full Statistically Valid Survey

The statistically valid survey will consist of the following:

- Mailing of a paper survey to random households within the city
- Two versions of an online survey (controlled link and open link)
- Tabulation of results and development of a written report including detailed methodology, narrative interpretation of the results with emphasis placed on graphs and charts illustrating the major findings, in addition to an executive summary highlighting the key takeaways.

Option C.2 – Postcard Statistically Valid Survey

The statistically valid survey will consist of the following:

- Mailing of visually appealing postcards to random households within the city with links
- Two versions of an online survey (controlled line and open link)

Deliverables: Public Outreach Plan, including digital survey

Phase D | Draft/Final Plan

The Weston & Sampson team will compile key findings from the inventory, needs assessments, and other analysis, and prepare a summary Findings Presentation for the staff, stakeholders, and the public (second public community meeting), to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct and will ask all stakeholders to share any additional key issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

As part of the Findings portion of the project, we will compile a Key Issues Analysis Matrix. Developed from the various tools and methodologies used to collect information throughout the project, this matrix helps to identify focus areas from to be presented and discussed at this stage of the strategic planning process.

The draft/final report shall include the following key components:

1. Prioritized inventory of improved or new facilities, programs, and/or services as identified through the Assessment process
2. Detailed alternatives for matching identified facility, program, and service needs with existing/available resources (e.g., considering alternatives for fitting new programs into publicly owned or publicly available spaces)
3. Assessment of staffing levels required to implement inventoried needs
4. Recommendations for implementing identified priorities in the short-term and longer-term with consideration of affordability and sustainability, including the potential use of piloting for new programs/services to gauge public use or testing use of other publicly available facilities

The components will be developed in the following approach:

Visioning Strategies Workshop and Analysis – Following the Findings Presentations, the Weston & Sampson team will facilitate a Visioning Strategies Workshop that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will work with the city's project team to fully analyze identified findings, creating implementable recommendations for your future. We want to be

respectful of the project team's time, while thoughtfully contributing our identified ideas, suggestions, qualitative, and quantitative findings. We will engage all interested project team members and key stakeholders in determining future vision and action plan steps for the city's recreation needs. We will present findings in a formal presentation at a public meeting.

Recommendations – Based on the analysis of demographic information, participation, needs and desires, operations and maintenance, land use trends, level of service gaps, and projected impact of future trends, recommendations will be developed addressing needs for parks, acquisition, and opportunities for available funding. We will also evaluate whether some of the city's existing parks and recreational facilities can be combined or operated jointly with other service providers. As a part of this task, the Weston & Sampson team will develop a schematic design for each park or potential park area. The schematic design plans will include potential layouts of recreational areas, buildings, facilities, parking areas, walking/bicycling/motor vehicle circulation routes, landscaping, and other high priority needs drawn from the public and stakeholder meetings.

Alternative Funding and Partnerships – Alternative funding typically includes grants, donor programs, and/or partnerships. Our project team will identify key partners in the area through the planning process and can provide management recommendations to enhance this potential funding area. The project team review potential funding opportunities that the city might be able to consider. Note that this task does not include the procurement of alternative funding, but this can be addressed separately if desired.

Capital Improvements – We understand that it is important to have well-designed, feasible, and justified recommendations for capital improvements. Using information gathered in the previous tasks, we will prioritize recommendations for needs and conceptual costing regarding land acquisition and the development of parks and recreation facilities for the next 10 years.

Implementation Strategies and Draft Report – After validating the findings and conducting the Visioning Strategies Development Workshop, our team will draft a justifiable and realistic plan for the future of the Department's parks and recreation system and programs. This strategic planning approach will assist in making short-term, mid-term, and long-term management decisions regarding enhancement and expansion of parks and recreation services and amenities for the department.

The report will include formal recommendations, along with an Action and Implementation Plan, which will summarize needs assessments, inventory, level of service analysis, financial analysis, CIP, and overall outcomes and recommendations. Draft Report Presentations will be given to staff, representative stakeholders, and the public.

Our analyses and recommendations will help to provide a clear path for the department's future direction, based on identifying outcomes-based standards and management guidelines as determined from the needs assessment and resource allocation potential. We will also evaluate and identify potential tools that the Department can use to monitor service delivery on a regular basis.

We will submit a Draft Report that includes written goals, plans, objectives, and policy statements that articulate a clear vision and model (a "roadmap") for the department's future for preliminary review, and all comments will be incorporated into your Final Report. Goals and objectives will address administration, programming, capital improvements, and intergovernmental relations. After the review, we will assist in guiding the Master Plan through the formal adoption process.

The document will include a summary of existing conditions, inventories, and level of service analysis,

and recommendations. It will include charts, graphs, maps, and other data, as needed, to support the plan and its presentation to the appropriate audiences and will be complete with a Financial Plan and an Action Plan.

For the Draft Report, we typically provide the department with one (1) printed and bound color copy and one (1) electronic copy in a format compatible with your software and for posting on your website.

Final Report and Presentations - For the Final Product, we will provide the department with one (1) printed and bound color copy and one (1) electronic copy in a format compatible with your software and for posting on to your website. We will present this Final Report for approval at a City Council meeting.

Deliverables: One (1) Draft and one (1) Final Master Plan Report. The Master Plan will include written goals, plans, objectives, and policy statements that articulate a clear vision and "road map" and model for the department's future including:

- A summary of existing conditions, inventories, and Level of Service analysis
- Charts, graphs, mapping, and other data as needed to support the report and its presentation to the appropriate audiences
- An Action and Implementation Plan
- One (1) meeting with the City Council at the time of adoption of the Master Plan Report
- Two (2) meetings with other key stakeholders who are integral to the success and adoption of the final Master Plan

Ultimately, our analyses and recommendations will help to provide a clear path for the City of Columbia's future direction, based on identifying outcomes-based standards and management guidelines as determined from the needs assessment and resource allocation potential. We will also evaluate and identify potential tools that staff can use to monitor service delivery on a regular basis.

The feedback from the public outreach process will assist in identifying capital improvement projects, creating a need for the department to identify and forecast funding sources, prioritize improvements based on funding available, and estimate a timeline for completion of individual improvements.

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES

Phase	Month									
	1	2	3	4	5	6	7	8	9	10
A | Kickoff + Existing Conditions Analysis	M		M							
B | Community Recreation Needs Assessment										
C | Public Outreach			M	M	M			M		
D | Draft/Final Report										M

"M" = Meeting

EXHIBIT C - COMPENSATION

Weston & Sampson to provide services as outlined in this proposal for the following lump sum amounts:

Phase			Phase Total
Phase A | Kickoff Meeting + Existing Conditions Analysis			$ 24,600.00
Phase B | Community Recreation Needs Assessment			$ 13,000.00
Phase C | Public Outreach			$ 23,700.00
Phase D | Draft/Final Plan			$ 23,500.00
		Expenses	$ 2,200.00
		TOTAL	$ 87,000.00

Optional Task Statistically Valid Survey			Phase Total
Phase C.1 | Full Statistically Valid Survey			$ 24,500.00
Phase C.2 | Postcard Statistically Valid Survey			$ 21,500.00

No additional fees will be charged to the City of Columbia without prior written consent by the City.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
4D Engineering LLC Sam.gov Unique Entity ID: WJXWGFFHUBE9 Cage Code: 6UC92	V013293	Park System Inventory & Capital Improvement Planning	$11,340.00	10.17%	WBE	FB
P.J. Noble & Associates, Inc. LLC SAM ID Requested/Pending	010835	Public Outreach	$5,000.00	4.48%	CDBE, MBE, WBE, DBE, SBE, LBE	BF
RRC Associates, Inc. SAM ID Requested/Pending	Requested / Pending	Statistically Valid Survey	$26,000.00	23.32%	N/A	
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF	Asian American Female	**AM**	Asian American Male	**BF**	African American Female
BM	African American Male	**FB**	Non-Minority Female Owned	**HF**	Hispanic American Female
HM	Hispanic American Male	**NF**	Native American Female	**NM**	Native American Male

COMBINED TOTAL SUB AMOUNT $42,340.00
TOTAL CONTRACT AMOUNT: $111,500.00

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

Business Name: Weston & Sampson Engineers, Inc.

Representative Name/Title: Kipling R. Gearhart, Vice President | Regional Manager

Date: 7/17/2023

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

4D Engineering LLC
Company Name

603 South Lake Drive
Physical Address

603 South Lake Drive
Mailing Address

Lexington, SC 29072
City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Charles W. Deep, P.E., LEED AP BD+C
Primary Contact Name

Justin P. Waring, P.E.
Secondary Contact Name

charlie@4dengr.com
Primary Contact Email Address

Justin@4dengr.com
Secondary Contact Email Address

V013293
Federal ID # Vendor #

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

P.J. Noble & Associates, Inc. LLC
Company Name

107 Crestwater Drive, Columbia, SC 29229
Physical Address

P. O. Box 11733, Columbia, SC 29211
Mailing Address

Columbia, SC 29229
City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Pat Noble
Primary Contact Name

Shiante Teachey
Secondary Contact Name

pjnoble@pjnobleconsultants.com
Primary Contact Email Address

Shiante@pjnaconsultants.com
Secondary Contact Email Address

Federal ID # 57-1044600 Vendor # 010835

3)

Subcontractors Company information (Primary/Main office location)

RRC Associates, Inc.

Company Name

4770 Baseline Rd, Suite 355

Physical Address

4770 Baseline Rd, Suite 355

Mailing Address

Boulder, CO 80303

City/State Zip Code + 4

(_____) _____ (_____) _____

Phone number Fax number

Sean Maher Kelli Walker

sean@rrcassociates.com (kelli@rrcassociates.com

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

92-1526835 Pending

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____

Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

We Are Columbia

MEETING DATE: November 21, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for the Randall Avenue Pocket Park, as requested by the Parks and Recreation Department on September 15, 2023. Award to Southern Vistas, Inc., in an amount not to exceed $270,074.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in Columbia, SC.

REQUISITION NO.: R224267

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Parks and Recreation - Capital Project Costs (4039999-PK121201-658650) $252,074.00 and Community Development Block Grant (CDBG) $18,000.00. The original budget amount is $270,074.00.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

PURPOSE:

Southern Vistas, Inc. is the prime contractor and will provide landscaping and concrete services at 58.26% ($151,932.00) of the total contract amount.

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

K.R. Services, LLC, located in Columbia, SC, will provide steel erection at 7.98% ($20,800.00) of the total contract amount.

Churchich Recreation, located in Charleston, SC, will provide a polygon shelter at 28.76% ($75,000.00) of the total contract amount.

RH Smith Lumber Company, located in West Columbia, SC, will provide fencing materials at 2.00% ($5,215.00) of the total contract amount.

Concrete Supply, located in Columbia, SC, will provide concrete at 3.00% ($7,823.00) of the total contract amount.

There were six (6) responsive and responsible bids received for this project under BID011-23-24-UJ.

The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	$260,770.00
Contingency	$ 9,304.00
Total	$270,074.00

ATTACHMENTS:

- **#a:** Contract Approved by Legal - Bid011-23-24-UJ (PDF)
- #b: BIR Form (PDF)
- #c: Official Bid Tabulation - Bid011-23-24-UJ (PDF)
- #e: (MEMO Randall Ave. Pocket Park)11.02.2023 (DOCX)
- #f: (MEMO Randall Ave. Pocket Park)11.07.2023 (DOCX)

Contract

City of Columbia, South Carolina

Randall Avenue Pocket Park

BID011-23-24-UJ

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Southern Vistas, Inc.,** with legal address and principal place of business at **2825 Commerce Drive, Columbia, SC 29205**, 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 **one hundred eighty (180)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Two Hundred Sixty Thousand Seven Hundred Seventy Dollars and Zero Cents ($260,770.00)**. This Contract also provides for an additional contingency in the amount of **Ten Thousand Dollars and Zero Cents ($10,000.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. ASSURANCE.

7.1 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.

7.2 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.

7.3 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.

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

7.5 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.

7.6 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 8. CONTRACT DOCUMENTS.

8.1 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.
8.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

8.2.1 Invitation For Bid.

8.2.2 Instructions To Bidders.

8.2.3 Bidder's Response including Bid Form.

8.2.4 This Contract.

8.2.5 Performance and Payment Bond.

8.2.6 Notice to Proceed (NTP).

8.2.7 Part 15 "General Specifications", and Part 20 "Specifications for Sodding, Fertilizing and Seeding" of the City of Columbia's Engineering Regulations.

8.2.8 Special Provisions.

8.2.9 Federal Guidelines for Contracting and Federal Labor Standards.

8.2.10 Specifications.

8.2.11 Addendum number **1.**

8.2.12 Drawings, numbered **1** through **4**, inclusive and dated **07/20/2023.**

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

ARTICLE 9. TERMINATION.

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

ARTICLE 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.

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

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

Space Intentionally Left Blank

Contractor	Owner
_____	City of Columbia, SC
BY	BY
_____	_____
	Teresa Wilson, City Manager
(CORPORATE SEAL)	
Attest	Attest
_____	_____
Address for giving notices:	Address for giving notices:
_____	Department of Procurement and Contracts
_____	1800 Main Street, 2nd Floor
_____	Columbia, SC 29201
Date: _____	Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

BID011-23 CIP Randall Avenue Pocket Park

Business Information Record for Subconsultants/Subcontractors

[illegible] all subconsultants and vendors who will be providing subcontracting services, furnishing materials or [illegible] on behalf of the contractor to the County as listed below. Any proposed changes from the list shall be [illegible] with the reason for proposed change.

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

Business Name (Subconsultant/Vendor Name) (Legal Entity Bidding)	City of Columbus Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE WBE SBE DBE CBE CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
K R SERVICES, LLC 84-4007747		STEEL ERECTION	20800	7.98%		
HURLEY RECREATION	BL001173-06-2021	POLIGON SHELTER	75000	28.76%	WBE	
RH SMITH LUMBER CO W. COLA		FENCE MATERIALS	5215.	2%	SBE	
CONCRETE SUPPLY	7000182635	CONCRETE	7823.	3%		
				%		
				%		

Key - Minority Women Owned Business Enterprise Association Code

AF - [illegible] AM - Asian American [illegible] BF - [illegible]
BH - [illegible] FB - Native American [illegible] HF - [illegible]
HM - [illegible] NH - [illegible] NM - [illegible]

COMBINED TOTAL SUB AMOUNT: $ 108,838.00

TOTAL CONTRACT AMOUNT: $ 260,770.00

I [illegible] that the information above is correct, complete and accurate.

Business Name: SOUTHERN VISTAS, INC.

Name and Title: MARK SCHNEIDELLER, PRESIDENT

Date: 10-18-23

Event Number	BID011-23-24-UJ Addendum 1	**Organization**	City of Columbia, SC
Event Title	Randall Avenue Pocket Park	**Workgroup**	Purchasing
Event Description	The Pre-Bid Meeting will be conducted on S	**Event Owner**	Ulsylla Johnson
Event Type	IFBs	**Email**	Ulsylla.johnson@columbiasc.gov
Issue Date	9/15/2023 04:15:01 PM (ET)	**Phone**	
Close Date	10/18/2023 11:00:00 AM (ET)	**Fax**	**Official Bid Tabulation**

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Eagle's Hauling & Landscaping	Columbia	SC	9/16/2023 09:52:56 PM (ET)	0	$0.00
Southern Vistas, Inc.	Columbia	SC	10/18/2023 10:24:26 AM (ET)	1	$260,770.00
AOS Specialty Contractors, Inc.	Lexington	SC	10/18/2023 10:16:43 AM (ET)	1	$321,871.20
JF Contractors	Sumter	SC	10/17/2023 05:22:19 PM (ET)	1	$332,945.86
Grace Construction Group, LLC	Columbia	SC	10/18/2023 10:50:26 AM (ET)	1	$393,000.00
Hammer Construction, LLC	Columbia	SC	10/18/2023 09:29:06 AM (ET)	1	$407,935.00
L-J, Inc.	Cayce	SC	10/18/2023 10:45:17 AM (ET)	1	$471,635.00

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

AOS Specialty Contractors- Amount changed from $322,744.00 to $321,871.20 due to mobilization costs adjusted down to meet the 5% threshold per Part 1

JF Contractors- Amount changed from $336,930.00 to $332,945.86 due to total cost mathematical errors

5 Section 15.57.2

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: November 2, 2023

Subject: Randall Avenue Pocket Park

The City of Columbia Parks & Recreation Department request approval for a new Construction Contract for Randal Avenue Pocket Park to be awarded to Southern Vistas, Inc., in an amount not to exceed $270,000.00, which includes contingency. The contractor is located in Columbia, SC. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement.

The original budget amount is $252,074.00 the funding source is Parks and Recreation Project Account (4039999-PK121201-658650). Additional funding of $18,000.00 is coming from Community Block Development Grant (CDBG).

The project will include the following:

- Walking path loop
- Pavers
- Picnic Shelter
- Sodded Greenspace
- Irrigation
- Split Rail Fence

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: November 07, 2023

Subject: Randall Avenue Pocket Park

The City of Columbia Parks & Recreation Department request approval for a new Construction Contract for Randal Avenue Pocket Park to be awarded to Southern Vistas, Inc., in an amount not to exceed $270,074.00, which includes contingency. The contractor is located in Columbia, SC. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement.

The original budget amount is $252,074.00 the funding source is Parks and Recreation Project Account (4039999-PK121201-658650). Additional funding of $18,000.00 is coming from Community Block Development Grant (CDBG).

The project will include the following:

- Walking path loop
- Pavers
- Picnic Shelter
- Sodded Greenspace
- Irrigation
- Split Rail Fence

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a new Construction Contract for Project PK006705; Owens Field Athletic Park Revitalization Phase 1, as requested by the Parks and Recreation Department on July 20, 2023. Award to Chason Landscaping, LLC, in an amount not to exceed $900,000.00, which includes contingency. The initial term of the contract will take effect upon the issuance of the Notice to Proceed with an end date of August 31, 2024 and the option to renew for one additional one-year period. This contractor is located in Columbia, SC.**

REQUISITION NO.: **R222946**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: General Capital Projects - Owens Field Site/Park Improvement Phase I - Capital Project Costs (4039999-PK006705-658650). The original budget amount is $900,000.00.**

CLEAN WATER 2020?: **No**

There was one (1) response to RFP006-23-24-KDD Owens Field Park Athletic Field Revitalization.

Base Amount	$870,511.97
Contingency (3.3%)	$29,488.03
Total	$900,000.00

ATTACHMENTS:

- **#a:** MinuteTraqMemo.MT8884.OwensFieldParkAthleticFieldRevitalization (PDF)
- #b: Final.Contract.ChasonLandscaping.RFP006-23-24-KDD (PDF)
- #c: (MEMO Owens Field Park Athletic Fields Revised)11.07.2023 (DOCX)

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: November 1, 2023

Subject: Owens Field Park Athletic Fields

Chason Landscaping, LLC has been selected to revitalize the athletic fields at Owens Field Park. The project will include removing existing grass, reviewing grading and surface drainage, applying soil amendments for turf health and heavy field use, new irrigation system, fine grading for safe playing surface, and sodding with TifTuf Bermuda grass. Work will be completed in phases to allow fall and spring athletic programs by the YMCA and construction is projected to be complete by August of 2024.

CONTRACT

City of Columbia, South Carolina

Project # N/A

Owens Field Park Athletic Park Revitalization

RFP006-23-24-KDD

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Chason Landscaping, LLC.,** with legal address and principal place of business at **7427 Fairfield Road, Columbia, SC 29203** set forth, agree as follows:

ARTICLE 1. WORK

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

ARTICLE 2. ENGINEER. **The City of Columbia**

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

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time shall begin on a date specified in the Notice to Proceed (NTP) with all work herein contemplated to be completed by August 31, 2024. The term of the agreement includes the option to renew or continue with work for one (1) additional one (1) year period at the mutual pleasure of both parties.

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

ARTICLE 4. CONTRACT PRICE

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Cost Proposal attached to this Contract which establishes the total contract value as **Nine Hundred Thousand Dollars and Zero Cents ($900,000.00).**

Owner will pay Contractor for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon on the Contractors Compensation Form attached to this Contract which establishes the contract value shall not exceed **Eight Hundred Seventy Thousand, Five Hundred Eleven Dollars and 97/Cents ($870,511.97) unless written approval is authorized by the City.**

The maximum potential value of the contract includes a City controlled contingency allowance in the amount of **Twenty-Nine Thousand, Four Hundred Eighty-Eight Dollars and 03/Cents ($29,488.03).** This contingency amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **($0.00)** per day for each calendar day of delay until the Work is complete.

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

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 This Contract

9.2.2 Exhibit A - Scope of Work

9.2.3 Exhibit B - Schedule for Completion of Work

9.2.4 Exhibit C - Compensation

9.2.5 Exhibit D - Business Information Record for Subconsultant/Subcontractor.

9.2.6 Construction Drawings

9.2.7 Payment and Performance Bonds

9.2.8 RFP006-23-24-KDD Owens Field Park Athletic Field Revitalization

ARTICLE 10. TERMINATION

10.1 The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return

receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein;

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

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

10.4 Force Majeure

10.5 Upon expiration of this Agreement

ARTICLE 11. INDEMNIFICATION AND INSURANCE

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

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

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

General Liability: The Contractor shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($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 occurrence, 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.

11.2 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 Subconsultant of the Contractor commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

11.3 The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

ARTICLE 12. MISCELLANEOUS

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

12.2 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.

12.3 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.

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

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

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

Contractor	Owner City of Columbia, SC
_____	
BY	BY
_____	_____
	Teresa Wilson, City Manager
(CORPORATE SEAL)	APPROVED AS TO FORM Legal Department City of Columbia, SC 11/01/2023
Attest	Attest
_____	_____
Address for giving notices:	Address for giving notices:
_____	Department of Procurements and
_____	Contracts 1800 Main Street, 2nd
_____	Floor Columbia, SC 29201
Date:	Date:

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

EXHIBIT A - SCOPE OF WORK

A. Licenses and Certifications.

Contractor shall be registered with the South Carolina Secretary of State's Office.

The City of Columbia requires every person or business engaged in or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. A valid City of Columbia Business License must be in place prior to issuance of a Notice to Proceed and valid City of Columbia Purchase Order. Business License inquiries, requirements, and application can be accessed at: https://businesslicensing.columbiasc.gov/

B. Project Specific Licenses and Certifications

The following project special licenses and certification are required and proof of current licenses and certifications must be submitted with the Contractor response.

- State of South Carolina General Contractors License
- Optional: Licensed Landscape Architect (PLA) or Professional Engineer (PE)
    - Pending level of land disturbance requirements

C. Special Standards of Responsibility

Simultaneously with the delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina and shall carry a minimum A.M. Best Company rating of A- or greater. Said surety shall be subject to approval by the City's attorney.

D. Project Specific Scope of Work

Basis of design will include removing existing grass, reviewing grading and surface drainage, applying soil amendments for turf health and heavy field use, new irrigation system, fine grading for safe playing surface, and sodding/sprigging with TifTuf Bermuda grass or approved substitute.

Coordination with the YMCA and all user groups will be crucial for proper turf establishment before utilizing. Work will be completed in phases to allow fall and spring athletic programs by the YMCA per Exhibit B – *Schedule for Completion of Services*. The City of Columbia will be responsible for maintaining the new fields and careful coordination for operations and management will be important to ensure the longevity of the revitalized fields.

PROCESS:

The Contractor will work closely with City staff throughout the design-build process. The process is broken down into two phases:

Phase 1 Design development/construction documents

- These documents shall illustrate and describe the refinement of the design of the project, through plans, sections and elevations, typical details, and layouts. The DD document shall include specifications identifying major material and systems and establish in general their quality levels. This phase shall include a cost estimate which corresponds with the DD document set and does not exceed the total dollar amount noted within Exhibit C – Compensation. The contingency will be managed as needed by the City of Columbia Project Manager and shall not exceed the total dollar amount noted within Exhibit C - Compensation. The Grand Total shall not exceed the combination of the Total and Contingency dollar amounts as noted within Exhibit C – Compensation.
- Construction documentation. Once the design development drawings have been approved and a budget established, final construction documents shall be produced.

Phase 2 Construction

- After design and the necessary permitting is completed, the team will implement construction services for the new athletic fields.

Deliverables include, but are not limited to:

- Design development of proposed schematic design
- Identifying and obtaining all permits required for development
- Cost estimates
- Meeting with stakeholders as required
- Construction documents
- Specifications
- Construction services
- As-Built plans

EXHIBIT B - SCHEDULE FOR COMPLETION OF WORK

Owens Field Park (Soccer Fields Renovation)

Monthly Schedule

	May-23	*Jun-23*	*Jul-23*	*Aug-23*	*Sep-23*	*Oct-23*	*Nov-23*	*Dec-23*	*Jan-24*	*Feb-24*	*Mar-24*	*Apr-24*	*May-24*	*Jun-24*	*Jul-24*	*Aug-24*
YMCA Fall Soccer Season																
YMCA Fall Flag Football Season																
Design-Build Plan																
Design Build RFP (Soccer Fields Only)																
Kickoff Meeting																
Finalize design for irrigation, drainage, soil amendments & sod																
Install irrigation																
Overseed with Rye Grass for Spring Season																
YMCA Spring Soccer Season																
YMCA Spring Flag Football Season will need to be relocated for 2024																
Remove existing turf, fine grade for drainage/ amend soil & sod																
Close fields for establishment																
Grand opening for new soccer fields																

Note:

Basis of design includes removing existing grass, grading for better surface drainage, applying soil admendments for turf health and heavy field use, new irrigation system, fine grading for safe playing surface, and sodding with TifTuf Bermudagrass. Proper coordination with the YMCA and all user groups will be needed to allow field to become established before utilizing. The City of Columbia will be responsible for the maintance of the new fields and careful coordination for operations and management with all user groups will be crucial for the longevity of the revitalized fields.

EXHIBIT C – COMPENSATION

Item	Unit	Unit Total	Unit Price	Total Cost
Grading/Soil Admenments/Prep	SF	443,564	0.86	$381,465.04
Irrigation	SF	443,564	0.35	$155,247.40
Sod w/Delivery	SF	443,561	0.73	$323,799.53
Sprigging	SF	N/A	N/A	N/A
SUBTOTAL				$860,511.97
Design Fees	LS	N/A	N/A	$10,000.00
TOTAL				$870,511.97
CONTINGENCY				$29,488.03
GRAND TOTAL				$900,000.00

Unit Key
SF Square Foot
LS Lump Sum

Note: Project will include removing of existing grass, review of grading for better surface drainage, applying soil admenments for turf health and heavy use, new irrigation system, fine grading for safe playing surface, and sodding with TifTuff Bermuda grass.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
N/A	N/A	N/A	N/A	%	N/A	N/A
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male
BF – African American Female
BM – African American Male **FB** – Non-Minority Female Owned
HF – Hispanic American Female
HM – Hispanic American Male **NF** – Native American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT $ N/A
TOTAL CONTRACT AMOUNT: $870,512.00

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

Business Name: Chason Landscaping, LLC

Representative Name/Title: David Marion/President

Date: 10/30/2023

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve new Sole Source Contracts, as requested by various City Departments. Award to the following vendors in the total amount of $342,171.30.**

REQUISITION NO.: **R223774, R223753, R223779, R223962, R223960,R224534, R224452, R224453, R224454, R224891, R225088**

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Item	Vendor and Location	Description	Term	Amount
a.	Blanchard CAT Fremont, CA	Generator repairs needed at several Pump Stations, as requested by Columbia Water on July 31, 2023.	(7/1/23 - 6/30/24) The initial term is for one year with the option to renew for one additional one-year periods.	*$168,629.38*
Funding Source: Utility Lake Murray Water Plant – Maintenance & Service Contracts (5516207-638200). The original budget amount is $168,629.38.				
b.	WC Equipment Sales Inc. Columbia, SC	New Vaughn Pump, replacement parts/products, preventative / repair maintenances services, as requested by Columbia Water on September 6, 2023.	(10/1/2023 - 6/30/2024) The initial term is 9 months with the option to renew for one additional one-year period.	*$53,856.64*
Funding Source: Utilities Metro Wastewater Plant – Machinery & Equipment-Capital (5516287-658300). The original budget amount is $53,856.64				
c.	Ross Valve Troy, NC	Pressure relief valves, maintenance kits & seat rings, discs & packing for PRV sites and the Canal and Lake Murray Water Treatment Plant sites, as requested by Columbia Water on September 27, 2023.	(9/5/2023 - 6/30/2024) The initial term is 10 months, with the option to renew for one additional one-year period.	*$50,441.08*
Funding Source: Utilities Lake Murray Water Plant – Small Hand Tools/ Other Equipment (5516207-623100) $25,220.50. Utilities Columbia Canal Water Treatment Plant – Small Hand Tools/Other Equipment (5516206-623100) $25,220.50. The original budget amount is $50,441.08.				
d.	Municipal Emergency Services, Inc. Columbia, SC	Target Solutions Comprehensive Suite of web-based solutions used to track and maintain training and ISO records, as requested by the Columbia Fire	(11/21/2023 - 6/30/2024) The initial term is 7 months, with the option to renew for one additional one-year period.	*$69,244.20*

		Department on October 10, 2023.		
Funding Source: Fire Suppression – Software License (1012303-627510) $34,622.10. Fire Administration County – Software License (2082301-627510) $34,622.10. The original budget amount is $69,244.20.				
Total Amount:				***$342,171.30***

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

ATTACHMENTS:

- **#a:** Blanchard Contract (PDF)
- #b: WC Equipment Contract (PDF)
- #c: Ross Valve Contract (PDF)
- #d: MES Sole Source Contract (PDF)

SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf , or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **One Hundred Sixty-Eight Thousand Six Hundred Twenty-Nine Dollars and 38/100, ($168,629.38)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/ or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

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

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
10/17/2023

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness:_____

By:_____

Title: City Manager

Date:_____

Blanchard Machinery Company

By: _____

Witness:_____

By:_____

Title: _____

Date:_____

Exhibit A

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Requisition # R223774, R223753, R223779

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

This Department proposes to procure for the Canal & Lake Murray Water Plants (1) Division, Generator repairs needed at some of our Pump Stations. We have been advised if we don't have this work complete, CAT will no longer honor our Warranties. These repairs are not covered by our existing warranties, and our maintenance agreement only covers oil changes.

as a sole source procurement from Blanchard/CAT (2)

Based upon the following justifications Blanchard is the sole authorized factory Caterpillar (3) Dealer / Service Provider in South Carolina. Allowing outside vendors to repair our equipment will void our manufacturer's warranties and Extended Service Coverages. The parts purchased through Blanchard are for the repair work for the equipment we own. Equipment failure could cause a major breakdown of the equipment and loss of all warranties completely.

This sole source is valid through 10/04/2023 **Amount:** $ 120,626.09

Utilities Department	W. Franck Edwards Signature of Department Head	10/04/2023 Date
* **Form must be routed in the order of the signatures** *	Shannon Lizewski Signature of Purchasing Agent	10/5/2023 Date
	Signature of Finance Director	Date
	Signature of Assistant City Manager	10/04/2023 Date
	Signature of City Manager	Date

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
10/17/2023

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

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

CATERPILLAR®

Caterpillar Inc.
Electric Power Division
PO Box 610
Mossville, IL 61552

July 12, 2023

To Whom It May Concern,

Blanchard Machinery is recognized as the sole authorized factory Caterpillar Sales, Service, and Parts provider for South Carolina. Blanchard Machinery is authorized for performing Warranty and Extended Service Coverage (ESC) services on all Caterpillar and Caterpillar branded generator packages and engines including Olympian and ISO/Caterpillar switchgear and UPS products. With every purchase you make, you can be sure you are receiving the full extent of Caterpillar's experience and reputable customer service.

Blanchard Machinery has the only authorized factory trained technicians in South Carolina that have access to the most current knowledge base and factory data available on your Caterpillar branded products. Their experience, knowledge, and training, along with their access to factory support means that they can perform your se1vices faster and more efficiently than any other non-factory authorized service provider.

Thank you again for choosing Blanchard Machinery for all of your power quality needs. Both Blanchard Machinery and Caterpillar look forward to serving you in the future.

Sincerely,

Jo Liang
Product Support Territory Manager
Caterpillar Inc.
Electric Power Division
liangjo@cat.com

R223774 / P	
AA Model: C-27 | S/N: GDS00630 $11,591.22 Service Interval on Cooling System w Battery Replacements Service Interval on Initial Valve Flash w Repl of Valve Cover Seals Winterwood Pump Station 1240 Winterwood Rd, Columbia	
SS5-"SHOP SUPPLIES" & ENVIRONMENTAL FEES $450.00	
SUBTOTAL: $12,041.22 SALES TAXES: $963.30 TOTAL: $13,004.52	

R223753 / P	
AA Model: SWG36654 | S/N: UL891 $12,860.00 HMI Panel Replacement Chapin Pump Station 11649 Broad River Rd, Irmo	
SS5-"SHOP SUPPLIES" & ENVIRONMENTAL FEES $450.00	
AA Model: C-9 | S/N: NBP00579 $10,489.26 Service Interval on Cooling System w Battery Replacements Service Interval on Initial Valve Flash w Repl of Valve Cover Seals Chapin Pump Station 11649 Broad River Rd, Irmo	
SS5-"SHOP SUPPLIES" & ENVIRONMENTAL FEES $425.00	
SUBTOTAL: $24,224.26 SALES TAXES: $1,937.94 TOTAL: $26,162.20	

R223779 / P	
AA Model: C-175 | S/N: WYB01805 $53,242.48 Service Interval on Cooling System w 6 Battery Replacements, Repl of Coolant, Seals, Gaskets, Air Filters, Jacket Water Heater & Surge Tank Hoses, Radiator Caps, & Fittings Visual Inspection of Motor Housing for Moisture Entry. If rust is found in the Motor, Replace Motor Replacement of the Fuel Control Valve Inspect & Clean Turbo Compressor Housing Replacement of Jacket Water Heater Contactor Inspect & Clean Speed Sensors (3) & Clean Engine Crank Case Breathers Initial Valve Lash & Set Fuel Injector Height, Repl of Valve Cover Seals Inspection of Rotating Rectifiers, Varistor & Stator Leads Lake Murray Water Plant 102 Rocky Point Dr, Columbia	
SS5-"SHOP SUPPLIES" & ENVIRONMENTAL FEES $450.00	
SUBTOTAL: $75,425.34 SALES TAXES: $6,034.03 TOTAL: $81,459.37	

LMWP SUBTOTAL: $111,690.82

CCWP SUBTOTAL: $8,935.27

SOLE SOURCE AGREEMENT - GRAND TOTAL: $120,626.09

Exhibit B

Blanchard CAT

R223774

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

2023 Service Intervals

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2381076	7/01/2023	DAVID SHARPE
PHONE NO.	**FAX NO.**	**EMAIL**	
803-749-5849		dasharpe@columbiasc.net	
MODEL	**MAKE**		**SERIAL NO.**
C-27	AA		GDS00630
UNIT NO.		**WO NO.**	**P.O. NO.**
WINTERWOOD			

SEGMENT: 01 COOLING SYSTEM SERVICE INTERVAL WITH BATTERY REPLACEMENTS ON MODEL C27 S/N GDS00630 LOCATED 1240 WINTERWOOD RD COLUMBIA SC 29203 POC IS JOHN QUINN 803-908-5886 JOHN.QUINN@ COLUMBIASC.GOV

COOLING SYSTEM SERVICE INCLUDES: QTY OF TWO 153-5710 BATTERIES, COOLANT, RADIATOR HOSES AND CLAMPS, RADIATOR CAP, FAN BELT SET, ALTERNATOR BELT, JACKET HEATER HOSES, AIR FILTERS, ENGINE THERMOSTATS AND SEALS WITH ENGINE FUEL LINE REPLACEMENTS.

Segment 01 Total: 8,942.68

SEGMENT: 02 COMPLETE INITIAL VALVE LASH SERVICE INTERVAL / 225 HOURS ON C27 S/N GDS00630.

INCLUDES REPLACEMENT OF VALVE COVER SEALS

Segment 02 Total: 2,648.54

Total Estimate: 11,591.22

SS5-"SHOP SUPPLIES" & ENVIROMENTAL FEES	450.00
SUB TOTAL (BEFORE TAXES)	12,041.22

"The signature is an authorization to proceed with the required repair work as described within the quote".

Blanchard CAT

R223753

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

2023 Service Intervals

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2381005	7/01/2023	DAVID SHARPE
PHONE NO.	**FAX NO.**	**EMAIL**	
803-749-5849		dasharpe@columbiasc.net	
MODEL	**MAKE**		**SERIAL NO.**
C-9 300KW	AA		NBP00579
UNIT NO.		**WO NO.**	**P.O. NO.**
CHAPIN	CHAPIN PUMP STATION		

SEGMENT: 01 COOLING SYSTEM SERVICE INTERVAL ON MODEL C9 300 S/N NBP00579 FOR CHAPIN BROAD RIVER ROAD STATION. POC IS JOHN QUINN 803-908-5886 JOHN.QUINN@COLUMBIASC.GOV

INCLUDES: COOLANT, RADIATOR HOSES AND CLAMPS, RADIATOR CAP, FAN BELT SET, WATER PUMP BELT, JACKET HEATER HOSES AND INSTALLATION OF BALL VALVES, AIR FILTER, ENGINE THERMOSTAT AND SEALS AND TWO 153-5710 BATTERIES.

Segment 01 Total: 6,518.43

SEGMENT: 02 PERFORM INITIAL VALVE LASH, INSPECT TURBO CHARGERS, CLEAN ENGINE CRANK CASE BREATHER, AND INSPECT ENGINE PROTECTIVE DEVICES ON MODEL C9 300 S/N NBP00579 FOR CHAPIN BROAD RIVER ROAD STATION. POC IS JOHN QUINN 803-908-5886 JOHN.QUINN@COLUMBIASC.GOV

*INCLUDES REPLACEMENT OF UPPER AND LOWER VALVE COVER SEAL

Segment 02 Total: 3,970.83

Total Estimate: 10,489.26

SS5-"SHOP SUPPLIES" OPTION 425.00

SUB TOTAL (BEFORE TAXES) 10,914.26

"The signature is an authorization to proceed with the required repair work as described within the quote".

Blanchard CAT

R223753

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

HMI Panel Replacement

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2381784	7/01/2023	JOHN QUINN
PHONE NO.	FAX NO.	EMAIL	
		john.quinn@columbiasc.gov	
MODEL	MAKE		SERIAL NO.
SWG36654	AA		UL891
CHAPIN PUMP STATION			

SEGMENT: 01 ON-SITE INSTALLATION OF THE MAGELIS TOUCHSCREEN AND SYSTEM TESTING ON SWITCHGEAR AND MODIFICATION OF DOOR FOR FITTING. LOCATED AT CHAPIN BROAD RIVER ROAD STATION. POC IS JOHN QUINN 803-908-5886 JOHN.QUINN@COLUMBIASC.GOV

Segment 01 Total:	12,860.00
Total Estimate:	12,860.00
SS5-"SHOP SUPPLIES"	450.00
SUB TOTAL (BEFORE TAXES)	13,310.00

"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: _____ *Authorized Name:* _____ *(Please Print)*

Date: ____/____/_____ _____ *(Signature)*

CONTACT INFORMATION:

Prepared by: Justin Moore Phone(C): (803) 612- 9312 Email: jmmoore@blanchardmachinery.com

This estimate will expire 30 days from the estimate date.
Price includes Freight Charges, Operating Supplies/EPA Fees and Overtime.

Blanchard CAT

R223779

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

2023 Service Intervals / Warranty Inspection

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2382008	5/5/2023	DAVID SHARPE
PHONE NO.	FAX NO.	EMAIL	
		dasharpe@columbiasc.net	
MODEL	MAKE		SERIAL NO.
C175	AA		0WYB01805
LAKE MURRAY WTP			

SEGMENT: 01 PERFORM COOLING SYSTEM SERVICE INCLUDES REPLACEMENT OF - COOLANT, ALL ASSOCIATED SEALS AND GASKETS, AIR FILTERS, JACKET WATER HEATER HOSES, RADIATOR CAPS AND SURGE TANK HOSES AND FITTINGS, 6 NEW 153-5720 8D BATTERIES.

Segment 01 Total: 53,242.48

SEGMENT: 02 CATERPILLAR 6 YEAR SERVICE INTERVAL – VISUALLY INSPECT THE MOTOR HOUSING FOR MOISTURE ENTRY, CORROSION, AND RUST. TURN THE ARMATURE OF THE MOTOR TO ENSURE THAT THE MOTOR TURNS FREELY. IF MOISTURE ENTRY, CORROSION, OR RUST IS FOUND INSIDE THE MOTOR HOUSING, OR IF THE MOTOR DOES NOT TURN FREELY, REPLACE THE MOTOR.

Segment 02 Total: 1,368.00

SEGMENT: 03 CATERPILLARS RECOMMENDED 5YR REPLACEMENT SERVICE INTERVAL OF FUEL CONTROL VALVE.

Segment 03 Total: 6,689.44

SEGMENT: 04 CATERPLLARS RECOMMENDED 3YR PERIODIC INSPECTION AND CLEANING OF THE TURBOCHARGER COMPRESSOR HOUSING

	Segment 04 Total:	**2,903.34**

SEGMENT: 05 CATERPILLARS 3YR RECOMMENDED JACKET WATER HEATER CONTACTOR REPLACEMENT. THE CONTACTOR IS RATED FOR 100,000 CYCLES.

	Segment 05 Total:	**1,687.64**

SEGMENT: 06 MODEL C175 WYB01085 GENERATOR SET HAS THREE DIFFERENT SPEED SENSORS. INSPECT AND CLEAN SPEED SENSORS AND CLEAN ENGINE CRANK CASE BREATHERS

	Segment 06 Total:	**1,535.34**

SEGMENT: 07 PERFORM CATERPILLAR RECOMMENDED INITIAL VALVE LASH AND SET FUEL INJECTOR HEIGHT. CURRENTLY 435HRS INCLUDES REPLACEMENT OF VALVE COVER SEALS

	Segment 07 Total:	**4,657.10**

SEGMENT: 08 -INSPECTION OF ROTATING RECTIFIERS, VARISTOR, AND STATOR LEADS OF GENERATOR.

-TEST GENERATOR UNDER LOAD NO LESS THAN 50% FOR ONE HOUR AND RECORD FOR CATERPILLAR WARRANTY INSPECTION DATA.

	Segment 08 Total:	**2,892.00**
	Total Estimate:	**74,975.34**
SS5-"SHOP SUPPLIES" & ENVIROMENTAL FEES		**450.00**
SUB TOTAL (BEFORE TAXES)		**75,425.34**

"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: _____ ***Authorized Name:*** _____ ***(Please Print)***

Date: ____/____/_____ _____ ***(Signature)***

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Requisition # R223774, R223753, R223779, R223962, R223960

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

This Department proposes to procure for the Canal & Lake Murray Water Plants (1) Division, Generator repairs needed at some of our Pump Stations. We have been advised if we don't have this work complete. CAT will no longer honor our Warranties. These repairs are not covered by our existing warranties. and our maintenance agreement only covers oil changes.

as a sole source procurement from Blanchard/CAT (2)

Based upon the following justifications Blanchard is the sole authorized factory Caterpillar (3) Dealer / Service Provider in South Carolina. Allowing outside vendors to repair our equipment will void our manufacturer's warranties and Extended Service Coverages. The parts purchased through Blanchard are for the repair work for the equipment we own. Equipment failure could cause a major breakdown of the equipment and loss of all warranties completely.

This sole source is valid through 10/04/2023 **Amount: $** 168,629.38

Utilities Department	W. Frank Edwards Signature of Department Head	10/04/2023 Date
*** Form must be routed in the order of the signatures ***	Shannon Lizewski Signature of Purchasing Agent	10/5/2023 Date
	Lakita Reed Signature of Finance Director	10/16/23 Date
	Deputy Signature of Assistant City Manager	10/04/2023 Date
	Signature of City Manager	Date

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

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

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

R223774 / P	
AA Model: C-27 | S/N: GDS00630 $11,591.22 Service Interval on Cooling System w Battery Replacements Service Interval on Initial Valve Flash w Repl of Valve Cover Seals Winterwood Pump Station 1240 Winterwood Rd, Columbia	
SS5-"SHOP SUPPLIES" & ENVIRONMENTAL FEES $450.00	
SUBTOTAL: $12,041.22 SALES TAXES: $963.30 TOTAL: $13,004.52	

R223753 / P	
AA Model: SWG36654 | S/N: UL891 $12,860.00 HMI Panel Replacement Chapin Pump Station 11649 Broad River Rd, Irmo	
SS5-"SHOP SUPPLIES" & ENVIRONMENTAL FEES $450.00	
AA Model: C-9 | S/N: NBP00579 $10,489.26 Service Interval on Cooling System w Battery Replacements Service Interval on Initial Valve Flash w Repl of Valve Cover Seals Chapin Pump Station 11649 Broad River Rd, Irmo	
SS5-"SHOP SUPPLIES" & ENVIRONMENTAL FEES $425.00	
SUBTOTAL: $24,224.26 SALES TAXES: $1,937.94 TOTAL: $26,162.20	

R223779 / P	
AA Model: C-175 | S/N: WYB01805 $53,242.48 Service Interval on Cooling System w 6 Battery Replacements, Repl of Coolant, Seals, Gaskets, Air Filters, Jacket Water Heater & Surge Tank Hoses, Radiator Caps, & Fittings Visual Inspection of Motor Housing for Moisture Entry. If rust is found in the Motor, Replace Motor Replacement of the Fuel Control Valve Inspect & Clean Turbo Compressor Housing Replacement of Jacket Water Heater Contactor Inspect & Clean Speed Sensors (3) & Clean Engine Crank Case Breathers Initial Valve Lash & Set Fuel Injector Height, Repl of Valve Cover Seals Inspection of Rotating Rectifiers, Varistor & Stator Leads Lake Murray Water Plant 102 Rocky Point Dr, Columbia	
SS5-"SHOP SUPPLIES" & ENVIRONMENTAL FEES $450.00	
SUBTOTAL: $75,425.34 SALES TAXES: $6,034.03 TOTAL: $81,459.37	

LMWP SUBTOTAL: $111,690.82

CCWP SUBTOTAL: $8,935.27

SOLE SOURCE AGREEMENT - GRAND TOTAL: $120,626.09

Blanchard CAT

R223774

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

2023 Service Intervals

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2381076	7/01/2023	DAVID SHARPE
PHONE NO.	**FAX NO.**	**EMAIL**	
803-749-5849		dasharpe@columbiasc.net	
MODEL	**MAKE**		**SERIAL NO.**
C-27	AA		GDS00630
UNIT NO.		**WO NO.**	**P.O. NO.**
WINTERWOOD			

SEGMENT: 01 COOLING SYSTEM SERVICE INTERVAL WITH BATTERY REPLACEMENTS ON MODEL C27 S/N GDS00630 LOCATED 1240 WINTERWOOD RD COLUMBIA SC 29203 POC IS JOHN QUINN 803-908-5886 JOHN.QUINN@ COLUMBIASC.GOV

COOLING SYSTEM SERVICE INCLUDES: QTY OF TWO 153-5710 BATTERIES, COOLANT, RADIATOR HOSES AND CLAMPS, RADIATOR CAP, FAN BELT SET, ALTERNATOR BELT, JACKET HEATER HOSES, AIR FILTERS, ENGINE THERMOSTATS AND SEALS WITH ENGINE FUEL LINE REPLACEMENTS.

Segment 01 Total: 8,942.68

SEGMENT: 02 COMPLETE INITIAL VALVE LASH SERVICE INTERVAL / 225 HOURS ON C27 S/N GDS00630.

INCLUDES REPLACEMENT OF VALVE COVER SEALS

Segment 02 Total: 2,648.54

Total Estimate: 11,591.22

SS5-"SHOP SUPPLIES" & ENVIROMENTAL FEES 450.00

SUB TOTAL (BEFORE TAXES) 12,041.22

"The signature is an authorization to proceed with the required repair work as described within the quote".

Blanchard CAT

R223753

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

2023 Service Intervals

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2381005	7/01/2023	DAVID SHARPE
PHONE NO.	**FAX NO.**	**EMAIL**	
803-749-5849		dasharpe@columbiasc.net	
MODEL	**MAKE**		**SERIAL NO.**
C-9 300KW	AA		NBP00579
UNIT NO.		**WO NO.**	**P.O. NO.**
CHAPIN	CHAPIN PUMP STATION		

SEGMENT: 01 COOLING SYSTEM SERVICE INTERVAL ON MODEL C9 300 S/N NBP00579 FOR CHAPIN BROAD RIVER ROAD STATION. POC IS JOHN QUINN 803-908-5886 JOHN.QUINN@COLUMBIASC.GOV

INCLUDES: COOLANT, RADIATOR HOSES AND CLAMPS, RADIATOR CAP, FAN BELT SET, WATER PUMP BELT, JACKET HEATER HOSES AND INSTALLATION OF BALL VALVES, AIR FILTER, ENGINE THERMOSTAT AND SEALS AND TWO 153-5710 BATTERIES.

Segment 01 Total: **6,518.43**

SEGMENT: 02 PERFORM INITIAL VALVE LASH, INSPECT TURBO CHARGERS, CLEAN ENGINE CRANK CASE BREATHER, AND INSPECT ENGINE PROTECTIVE DEVICES ON MODEL C9 300 S/N NBP00579 FOR CHAPIN BROAD RIVER ROAD STATION. POC IS JOHN QUINN 803-908-5886 JOHN.QUINN@COLUMBIASC.GOV

*INCLUDES REPLACEMENT OF UPPER AND LOWER VALVE COVER SEAL

Segment 02 Total: **3,970.83**

Total Estimate: **10,489.26**

SS5-"SHOP SUPPLIES" OPTION **425.00**

SUB TOTAL (BEFORE TAXES) **10,914.26**

"The signature is an authorization to proceed with the required repair work as described within the quote".

Blanchard CAT

R223753

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

HMI Panel Replacement

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2381784	7/01/2023	JOHN QUINN
PHONE NO.	**FAX NO.**	**EMAIL**	
		john.quinn@columbiasc.gov	
MODEL	**MAKE**		**SERIAL NO.**
SWG36654	AA		UL891
CHAPIN PUMP STATION			

SEGMENT: 01 ON-SITE INSTALLATION OF THE MAGELIS TOUCHSCREEN AND SYSTEM TESTING ON SWITCHGEAR AND MODIFICATION OF DOOR FOR FITTING. LOCATED AT CHAPIN BROAD RIVER ROAD STATION. POC IS JOHN QUINN 803-908-5886 JOHN.QUINN@COLUMBIASC.GOV

Segment 01 Total:	**12,860.00**
Total Estimate:	**12,860.00**
SS5-"SHOP SUPPLIES"	**450.00**
SUB TOTAL (BEFORE TAXES)	**13,310.00**

"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: _____ ***Authorized Name:*** _____ ***(Please Print)***

Date: ____/_____/_____ _____ ***(Signature)***

CONTACT INFORMATION:

Prepared by: Justin Moore Phone(C): (803) 612- 9312 Email: jmmoore@blanchardmachinery.com

This estimate will expire 30 days from the estimate date.
Price includes Freight Charges, Operating Supplies/EPA Fees and Overtime.

Blanchard CAT

R223779

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

2023 Service Intervals / Warranty Inspection

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2382008	5/5/2023	DAVID SHARPE
PHONE NO.	**FAX NO.**	**EMAIL**	
		dasharpe@columbiasc.net	
MODEL	**MAKE**		**SERIAL NO.**
C175	AA		0WYB01805
LAKE MURRAY WTP			

SEGMENT: 01 PERFORM COOLING SYSTEM SERVICE INCLUDES REPLACEMENT OF - COOLANT, ALL ASSOCIATED SEALS AND GASKETS, AIR FILTERS, JACKET WATER HEATER HOSES, RADIATOR CAPS AND SURGE TANK HOSES AND FITTINGS, 6 NEW 153-5720 8D BATTERIES.

Segment 01 Total: 53,242.48

SEGMENT: 02 CATERPILLAR 6 YEAR SERVICE INTERVAL – VISUALLY INSPECT THE MOTOR HOUSING FOR MOISTURE ENTRY, CORROSION, AND RUST. TURN THE ARMATURE OF THE MOTOR TO ENSURE THAT THE MOTOR TURNS FREELY. IF MOISTURE ENTRY, CORROSION, OR RUST IS FOUND INSIDE THE MOTOR HOUSING, OR IF THE MOTOR DOES NOT TURN FREELY, REPLACE THE MOTOR.

Segment 02 Total: 1,368.00

SEGMENT: 03 CATERPILLARS RECOMMENDED 5YR REPLACEMENT SERVICE INTERVAL OF FUEL CONTROL VALVE.

Segment 03 Total: 6,689.44

SEGMENT: 04 CATERPLLARS RECOMMENDED 3YR PERIODIC INSPECTION AND CLEANING OF THE TURBOCHARGER COMPRESSOR HOUSING

	Segment 04 Total:	**2,903.34**

SEGMENT: 05 CATERPILLARS 3YR RECOMMENDED JACKET WATER HEATER CONTACTOR REPLACEMENT. THE CONTACTOR IS RATED FOR 100,000 CYCLES.

	Segment 05 Total:	**1,687.64**

SEGMENT: 06 MODEL C175 WYB01085 GENERATOR SET HAS THREE DIFFERENT SPEED SENSORS. INSPECT AND CLEAN SPEED SENSORS AND CLEAN ENGINE CRANK CASE BREATHERS

	Segment 06 Total:	**1,535.34**

SEGMENT: 07 PERFORM CATERPILLAR RECOMMENDED INITIAL VALVE LASH AND SET FUEL INJECTOR HEIGHT. CURRENTLY 435HRS INCLUDES REPLACEMENT OF VALVE COVER SEALS

	Segment 07 Total:	**4,657.10**

SEGMENT: 08 -INSPECTION OF ROTATING RECTIFIERS, VARISTOR, AND STATOR LEADS OF GENERATOR.

-TEST GENERATOR UNDER LOAD NO LESS THAN 50% FOR ONE HOUR AND RECORD FOR CATERPILLAR WARRANTY INSPECTION DATA.

	Segment 08 Total:	**2,892.00**
	Total Estimate:	**74,975.34**
SS5-"SHOP SUPPLIES" & ENVIROMENTAL FEES		**450.00**
SUB TOTAL (BEFORE TAXES)		**75,425.34**

"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: _____ ***Authorized Name:*** _____ ***(Please Print)***

Date: ____/____/_____ _____ ***(Signature)***

CATERPILLAR®

Caterpillar Inc.
Electric Power Division
PO Box 610
Mossville, IL 61552

July 12, 2023

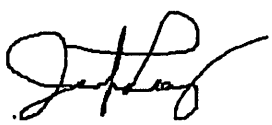
To Whom It May Concern,

Blanchard Machinery is recognized as the sole authorized factory Caterpillar Sales, Service, and Parts provider for South Carolina. Blanchard Machinery is authorized for performing Warranty and Extended Service Coverage (ESC) services on all Caterpillar and Caterpillar branded generator packages and engines including Olympian and ISO/Caterpillar switchgear and UPS products. With every purchase you make, you can be sure you are receiving the full extent of Caterpillar's experience and reputable customer service.

Blanchard Machinery has the only authorized factory trained technicians in South Carolina that have access to the most current knowledge base and factory data available on your Caterpillar branded products. Their experience, knowledge, and training, along with their access to factory support means that they can perform your se1vices faster and more efficiently than any other non-factory authorized service provider.

Thank you again for choosing Blanchard Machinery for all of your power quality needs. Both Blanchard Machinery and Caterpillar look forward to serving you in the future.

Sincerely,



Jo Liang
Product Support Territory Manager
Caterpillar Inc.
Electric Power Division
liangjo@cat.com

SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until **June 30, 2024**. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf , or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Fifty-Three Thousand Eight Hundred Fifty-Six Dollars and 64/100, ($53,856.64)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

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

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

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

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

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided to the extent of the manufacturer's written warranty. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq*. shall apply to the sale of goods and/or services set forth in this AGREEMENT. . **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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

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

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

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

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

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

15. Limitation of Liability. Regardless of cause, fault or grounds: (a) in no event shall Seller be liable for indirect, special, incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether Seller had reason to know or in fact knew of the possibility of such damages; and (b) in no event shall Seller's total liability exceed the purchase price paid by City for the specific goods giving rise to the claim under this Agreement.

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

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

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
10/17/2023

CITY OF COLUMBIA, SOUTH CAROLINA

By:_____

Witness: _____

By:_____

Title: City Manager

Date:_____

WC EQUIPMENT SALES INC

By: _____

Witness:_____

By:_____

Title:_____

Date:_____

Requisition # R224534

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro Wastewater Treatment Plant (1) Division, new Vaughn Pumps, replacement parts/products, preventative/repair maintenance services, (2) warranties, labor charges, and materials.

as a sole source procurement from WC Equipment Sales Inc. (3)

based upon the following justifications WC Equipment Sales is the only Authorized Representative (4) for Vaughan in South Carolina and has factory trained service personnel to support the pumps.

This sole source is valid through June 30, 2024 **Amount $** 53,856.64

Utilities	(1) Frank Eckinger	10/03/2023
Department	Signature of Department Head	Date
	Shannon Lizenby	10/4/2023
	Signature of Purchasing Agent	Date
Form must be route in the order of the signatures	Lakita Reed	10/16/23
	Signature of Finance Director	Date
	Deputy	
	Signature of Asst. City Manager	10/03/2023 Date
	Signature of City Manager	Date

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

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

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

SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until **June 30, 2024**. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf , or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Fifty Thousand Four Hundred Forty-One Dollars and Eight Cents, ($50,441.08)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

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

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

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

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

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided to the extent of the manufacturer's written warranty. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq*. shall apply to the sale of goods and/or services set forth in this AGREEMENT. . **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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

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

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

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

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

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

15. Limitation of Liability. Regardless of cause, fault or grounds: (a) in no event shall Seller be liable for indirect, special, incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether Seller had reason to know or in fact knew of the possibility of such damages; and (b) in no event shall Seller's total liability exceed the purchase price paid by City for the specific goods giving rise to the claim under this Agreement.

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

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

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
10/17/2023

CITY OF COLUMBIA, SOUTH CAROLINA

By:_____

Witness: _____

By:_____

Title: City Manager

Date:_____

ROSS VALVE MANUFACTURING COMPANY

By: _____

Witness:_____

By:_____

Title:_____

Date:_____

Requisition # R224452, R224453, R224454, R224891

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Columbia Canal Water Plant !! Lake Murray Water Plant (1) Division,

Pressure Relief Valves, Maintenance Kits & Seat Rings, Discs & Packing, for PRV sites, and both plants.

as a sole source procurement from Ross Valve Manufacturing Company (2)

Based upon the following justifications Ross Valve is the sole manufacturer and distributor for valves and (3)

related parts needed to maintain the factory warranties on the existing machinery at the water treatment plants and needed to maintain the factory warranties on the existing machinery at the water treatment plants.

This sole source is valid through 6/30/2024 **Amount: $** 50,441.08

Utilities Department	W. Frank Eckinrode Signature of Department Head	9/27/2023 Date
* **Form must be routed in the order of the signatures** *	Shannon Lizenby Sri Signature of Purchasing Agent	10/10/2023 Date
	Lakita Reed Signature of Finance Director	10/16/23 Date
	Deputy Signature of Assistant City Manager	9/27/2023 Date
	Signature of City Manager	Date

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

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

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

Columbia Water

Drinking Water • Wastewater • Stormwater

Lake Murray Water Plant
102 Rocky Point Drive | Columbia, SC 29212 | (803) 781-2181

DATE: September 25, 2023

TO: Anita Higgins
Department of Procurement and Contracts

FROM: Trey Varn
Lake Murray WTP Superintendent

RE: Ross Valve Quotes: #QT01036234, QT01036112, QT01036347, QT01036384

This letter is in regards to the above referenced quotes from Ross Valve Manufacturing Company, for control valve repair kits. The kits are used at both water treatment facilities, as well as throughout the distribution system, to replace worn components in valves that are displaying signs of failure. Valve failure can result in mild to severe disruption in water service depending on the location and purpose of the control valve. Thus, it is essential that they be maintained to avoid unnecessary damage to infrastructure or interruption in service.

The attached quote contains an estimated freight cost of $1,300.00. The sales tax, based on an 8% tax rate on the total purchase amount of $45,501.00, will be $3,640.08.

Should you have any questions or concerns, please feel free to contact me.

Very truly yours,

Trey Varn
Lake Murray WTP Superintendent

ROSS 1879 VALVE

P.O. BOX 595, TROY, NEW YORK 121 B1
TEL5182740961 - FAX5182740210
WWW.ROSS VALVE.COM

September 25, 2023

Attn: City of Columbia, South Carolina
Lake Murray Water Plant
102 Rocky Point Drive
Columbia, SC 29212

Subj: Sole Source

Dear Customer,

I would like to confirm the methods by which Ross Valve markets our products and services. All products are manufactured at our sole facility h Troy, NY. We have a completely captive manufacturing plant that is comprised of the following departments: Iron Foundry, Bronze Foundry, Pattern Shop, Machine Shop, and Final Assemblyffestlng. We also provide factory service personnel with fully equipped vans to support our products.

Our Sales activities are divided into territories. These territories are then assigned to a Manufacturer's Representative who is responsible for that area. h addition, Ross Valve provides direct sales and service from our office staff in Troy, NY.

Products and services are sold either directly to a Municipality from Ross Valve, or to a Mechanical Contractor, or to a supply house for distribution to either the Contractor or Municipality. The net result is that we price all items the same. The most cost effective method for a Municipality to purchase our products is direct from the factory.

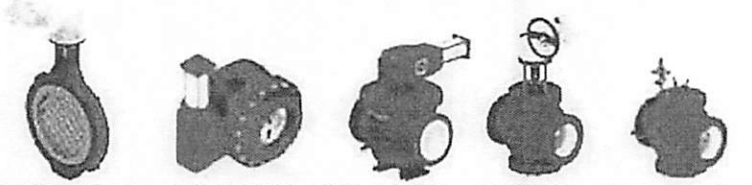
Should you require any further assistance, please do not hesitate to contact us. Our company's experience since 1879 **is at** your **service.**

Thanks and Best Regards
Mina G. Georgy

ROSS VALVE 1879 140 YEARS SINCE 1879

79 102nd Street, Troy, NY 12180
Tel: 518.274.0961
Fax: 518.274.0210
www.rossvalve.com

A Complete Line of Control Valves *for* Water & Wastewater.



EXTREME SERVICE - BALL VALVES - CONE VALVES - ELECTRIC - PILOT OPERATED

Ross Valve Manufacturing Co
79 102nd Street

Troy NY 12180-1125
Phone: (518) 274-0961 Fax: (518) 274-0210
Website: www.rossvalve.com

ROSS 1875 VALVE

Automatic Control Valves
& Pre-Packaged Vaults
for Water & Wastewater
www.rossvalve.com

Quote	QT01036384
Date	9/25/2023
Master No.	87,581

Terms: 0%0/NET30
Quoted by:
EVAN ROSS

Attn: David A Sharpe
Fax: 803-749-5858

Page: _____ of _____

QUOTE FORM

R224891

Bill To: 98

Columbia, City of @
PO Box 147

Columbia SC 29217
United States of America

Phone: (803) 401-8844 Ext. 0000
Fax: (803) 733-8218 Ext. 0000

Job:

Quantity	Item Number	Description	Unit Price	Ext. Price
1.00	800-040-060-233S	L78270 Kit, 6", 4", Flat, Buna-N, 3.25", Spring Assy	$ 714.00	$ 714.00
1.00	800-040-060-231	L78368 Kit, 6", 4", Flat, Buna-N, 1.5"	$ 640.00	$ 640.00
1	800-080-082-117	L84631 Kit, 8", 8", Slide, Leather, 2.5"	$ 1,158.00	$ 1,158.00
1.00	800-080-082-112L	L78065 Kit, 8", 8", Slide, Leather, 2", L/S	$ 1,164.00	$ 1,164.00
1.00	800-080-08B-237L	L88374 Kit, 8", 7-7/8", Flat, Buna-N, 2.5", L/S	$ 1,285.00	$ 1,285.00
1.00	800-080-08B-237L	L92484 Kit, 8", 7-7/8", Flat, Buna-N, 2.5", L/S	$ 1,285.00	$ 1,285.00
1.00	800-080-08B-237L	L90628 Kit, 8", 7-7/8", Flat, Buna-N, 2.5", L/S	$ 1,285.00	$ 1,285.00
1	800-080-082-117	L87308 Kit, 8", 8", Slide, Leather, 2.5"	$ 1,158.00	$ 1,158.00
1.00	800-100-01E-233L	L82722 Kit, 10", 9-7/8", Flat, Buna-N, 3.25", L/S	$ 1,356.00	$ 1,356.00
1	800-140-00K-236L	L88017 Kit, 14", 13-7/8", Flat, BUNA, 6-1/8", L/S	$ 2,173.00	$ 2,173.00
1	800-140-00K-236L	L88019 Kit, 14", 13-7/8", Flat, BUNA, 6-1/8", L/S	$ 2,173.00	$ 2,173.00
1	800-060-061-232	L07391 Kit, 6.5", 6", Flat, Buna-N, 2"	$ 813.00	$ 813.00
1.00	800-200-027-115	L87307 Kit, 20", 20", Slide, 5"	$ 4,178.00	$ 4,178.00
2.00	019-100-000-000	L20128 40WR Pilot, 3-7/8" Diaphragm, (30-90#)	$ 1,032.00	$ 2,064.00
2.00	019-300-000-000	L20128 Pilot Valve, Model 50 RWR, 4-5/8" Dia, 3 Round Spr	$ 1,229.00	$ 2,458.00

F.O.B. Troy, NY. Thank you for supporting US Manufacturing.
Offer valid for 60 days, unless otherwise stated.
RETAINERS NOT ALLOWED.
We accept Visa, Mastercard, Discover & American Express.

Pricing in U.S. Dollars

Subtotal	$ 23,904.00
Misc	$ 1,912.32
Tax	$ 0.00
Approx. Freight	$ 400.00
Trade Discount	$ 0.00
Total	

**** ISO 9001 CERTIFIED ****

"Integrating over 130 years of experience with the technology of today."

Ross Valve Manufacturing Co
79 102nd Street

Troy NY 12180-1125
Phone: (518) 274-0961 Fax: (518) 274-0210
Website: www.rossvalve.com

ROSS 1875 VALVE

Automatic Control Valves & Pre-Packaged Vaults for Water & Wastewater
www.rossvalve.com

Quote	QT0[illegible]
Date	9/25/2023
Master No.	87,530

Terms: 0%0/NET30
Quoted by:
EVAN ROSS

Attn: David Sharpe
Fax: 803-749-5858

Page: _____ of _____

QUOTE FORM

R224452

Bill To: 98

Columbia, City of @
PO Box 147

Columbia SC 29217
United States of America

Phone: (803) 401-8844 Ext. 0000
Fax: (803) 733-8218 Ext. 0000

Job:

Quantity	Item Number	Description	Unit Price	Ext. Price
1	800-060-061-231	L78371 Kit, 6.5", 6", Flat, Buna-N, 1.5"	$ 794.00	$ 794.00
2.00	800-080-08B-237L	L84634 Kit, 8", 7-7/8", Flat, Buna-N, 2.5", L/S	$ 1,285.00	$ 2,570.00
1.00	023-160-032-102	L96542 Btm Cylinder, 3.25", Cast Bush, SS, 16" V w/gasket	$ 1,949.00	$ 1,949.00
1.00	TERMS		$ 0.00	$ 0.00

- Price listed is your NET COST EX-Works Factory at Troy, NY where Freight is prepaid + added to the invoice
- Shipment is via UPS/LTL Truck Ground Service unless otherwise requested
- All LTL trucks shipments via an enclosed trailer with the consignee responsible to unload goods from the nose of a 53 foot trailer.
- Tailgate deliveries, flatbed deliveries and 24 hr prior notification is not included
- Payment is due Net 30 days upon invoice date

F.O.B. Troy, NY. Thank you for supporting US Manufacturing.
Offer valid for 60 days, unless otherwise stated.
RETAINERS NOT ALLOWED.
We accept Visa, Mastercard, Discover & American Express.

Pricing in U.S. Dollars

Subtotal	$ 5,313.00
Misc	$ 425.04
Tax	$ 0.00
Approx. Freight	$ 250.00
Trade Discount	$ 0.00
Total	

**** ISO 9001 CERTIFIED ****

"Integrating over 130 years of experience with the technology of today."

Ross Valve Manufacturing Co
79 102nd Street

Troy NY 12180-1125
Phone: (518) 274-0961 Fax: (518) 274-0210
Website: www.rossvalve.com

Automatic Control Valves
& Pre-Packaged Vaults
for Water & Wastewater
www.rossvalve.com

Quote	QT01036234
Date	9/25/2023
Master No.	87,386

Terms: 0%0/NET30
Quoted by:
EVAN ROSS

Attn: David Sharpe
Fax: 803-749-5858

Page: _____ of _____

QUOTE FORM

R224454

Bill To: 98

Columbia, City of @
PO Box 147

Columbia SC 29217
United States of America

Phone: (803) 401-8844 Ext. 0000
Fax: (803) 733-8218 Ext. 0000

Job:

Quantity	Item Number	Description	Unit Price	Ext. Price
1.00	800-080-081-232	Kit, 8", 7.5", Flat, Poly, 2"	$ 1,154.00	$ 1,154.00

For 8" Model 40WR-R-C L82116

1.00	023-080-020-101	Bottom Cylinder,2"id(8"v)Thd.Tube,STAINLESS w/gskt	$ 392.00	$ 392.00
1	800-100-013-113	Kit, 10", 10", Slide, Leather, 3.25"	$ 1,346.00	$ 1,346.00

For 10" Model 40WR-R L83313

1.00	023-100-032-102	Btm Cylinder, 3.25", Cast Bush., SS, 10" V w/gsk	$ 1,949.00	$ 1,949.00
1.00	TERMS		$ 0.00	$ 0.00

F.O.B. Troy, NY, Thank you for supporting US Manufacturing.
Offer valid for 60 days, unless otherwise stated.
RETAINERS NOT ALLOWED.
We accept Visa, Mastercard & American Express.
Pricing in U.S. Dollars
**** ISO 9001 CERTIFIED ****

"Integrating over 130 years of experience with the technology of today."

Ross Valve Manufacturing Co
79 102nd Street

Troy NY 12180-1125
Phone: (518) 274-0961 Fax: (518) 274-0210
Website: www.rossvalve.com

Automatic Control Valves
& Pre-Packaged Vaults
for Water & Wastewater
www.rossvalve.com

Quote	QT0[illegible]
Date	8/15/2023
Master No.	87,386

Terms: 0%0/NET30

Quoted by:
EVAN ROSS

Attn: David Sharpe

Fax: 803-749-5858

Page: _____ of _____

QUOTE FORM

Bill To: 98

Job:

Columbia, City of @
PO Box 147

Columbia SC 29217
United States of America

Phone: (803) 401-8844 Ext. 0000

Fax: (803) 733-8218 Ext. 0000

Quantity	Item Number	Description	Unit Price	Ext. Price

- Price listed is your NET COST EX-Works Factory at Troy, NY where Freight is prepaid + added to the invoice
- Shipment is via UPS/LTL Truck Ground Service unless otherwise requested
- All LTL trucks shipments via an enclosed trailer with the consignee responsible to unload goods from the nose of a 53 foot trailer.
- Tailgate deliveries, flatbed deliveries and 24 hr prior notification is not included
- Payment is due Net 30 days upon invoice date

F.O.B. Troy, NY. Thank you for supporting US Manufacturing.
Offer valid for 60 days, unless otherwise stated.
RETAINERS NOT ALLOWED.
We accept Visa, Mastercard, Discover & American Express.

Pricing in U.S. Dollars

Subtotal	$ 4,841.00
Misc	$ 387.28
Tax	$ 0.00
Approx. Freight	$ 300.00
Trade Discount	$ 0.00
Total	

**** ISO 9001 CERTIFIED ****

"Integrating over 130 years of experience with the technology of today."

Ross Valve Manufacturing Co
79 102nd Street

Troy NY 12180-1125
Phone: (518) 274-0961 Fax: (518) 274-0210
Website: www.rossvalve.com

ROSS VALVE 1879

Automatic Control Valves & Pre-Packaged Vaults for Water & Wastewater
www.rossvalve.com

Quote	QT01036112
Date	9/25/2023
Master No.	87,190

Terms: 0%0/NET30
Quoted by:
EVAN ROSS

Attn: David Sharpe
Fax: 803-749-5858

Page: _____ of _____

QUOTE FORM

Bill To: 98

Job:

R224453

Columbia, City of @
PO Box 147

Columbia SC 29217
United States of America

Phone: (803) 401-8844 Ext. 0000
Fax: (803) 733-8218 Ext. 0000

Quantity	Item Number	Description	Unit Price	Ext. Price
2.00	023-080-025-101	L94652 Bottom Cyl,2-1/2"id(8"v)ThdTube,STAINLESS w/gasket	$ 603.00	$ 1,206.00
2.00	023-080-020-101	L82116 Bottom Cylinder,2"id(8"v)Thd.Tube,STAINLESS w/gskt	$ 392.00	$ 784.00
1.00	019-000-000-000	S94506 23WR Reducing Pilot Valve, 0-100 psi.	$ 593.00	$ 593.00
10.00	019-000-011-ASY	23WR Pilot, Stem Assembly, (#11, 13, 14)	$ 92.00	$ 920.00
10.00	019-100-015-100	40WR Pilot, Thimble, O-Ring Style	$ 71.00	$ 710.00
10.00	019-100-018-000	40WR Pilot, Valve Stem	$ 72.00	$ 720.00
10.00	019-100-019-000	40WR Pilot, Link Nut	$ 77.00	$ 770.00
10.00	019-100-020-000	40WR Pilot, Lock Nut, Diaphragm Stem	$ 7.00	$ 70.00
10.00	019-300-017-000	50RWR Pilot, Lock Nuts (2 pcs) for Diaphragm Stem	$ 27.00	$ 270.00
10.00	019-300-018-000	50RWR Pilot, Link Nut	$ 77.00	$ 770.00
10.00	019-300-014-000	50RWR, Diaphragm Stem, Threaded St Stl, 3/8*1-1/2	$ 41.00	$ 410.00
10.00	019-300-012-000	50RWR Pilot, Pilot Stem	$ 198.00	$ 1,980.00
10.00	019-300-020-000	50RWR Pilot, Seat Follower & Washer	$ 31.00	$ 310.00
2.00	100-020-010-000	S78635 23WR Seat Disc, 2", Sawtooth, Bronze	$ 165.00	$ 330.00
40.00	019-500-005-000	Flush Cock,1/8", 5F-2 Strainer	$ 40.00	$ 1,600.00

F.O.B. Troy, NY. Thank you for supporting US Manufacturing.
Offer valid for 60 days, unless otherwise stated.
RETAINERS NOT ALLOWED.
We accept Visa, Mastercard, Discover & American Express.

Pricing in U.S. Dollars

Subtotal	$ 11,443.00
Misc	$ 943.44
Tax	$ 0.00
Approx. Freight	$ 350.00
Trade Discount	$ 0.00
Total	

**** ISO 9001 CERTIFIED ****

"Integrating over 130 years of experience with the technology of today."

SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until **June 30, 2024**. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf , or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Sixty-Nine Thousand Two Hundred Forty-Four Dollars and 20/100, ($69,244.20)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

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

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

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

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

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided to the extent of the manufacturer's written warranty. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq*. shall apply to the sale of goods and/or services set forth in this AGREEMENT. . **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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

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

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

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

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

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

15. Limitation of Liability. Regardless of cause, fault or grounds: (a) in no event shall Seller be liable for indirect, special, incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether Seller had reason to know or in fact knew of the possibility of such damages; and (b) in no event shall Seller's total liability exceed the purchase price paid by City for the specific goods giving rise to the claim under this Agreement.

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By:_____ By:_____

Witness: _____ Title: City Manager

Date:_____

MUNICIPAL EMERGENCY SERVICES

By: _____ By:_____

Witness:_____ Title:_____

Date:_____

Requisition # R225088

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Suppression/Training Division,
(1)

Target Solutions service a comprehensive suite of web-based solutions for the Fire Department use to track and maintain all training and records for the ISO compliance control and tracking. This software in fully integrated in to the certification of our ISO compliance.
(2)

as a sole source procurement from MES-Carolinas (only Distributor in South Carolina)
(3)

based upon the following justifications: This software enables the Fire Department to better manage and deliver training needs, daily training logs, and to build tests. It includes inspection forms, post incident evaluation tools, ISO tracking. Additionally, it includes the following course bundles that support the Fire Department's five-year strategic plan: HR & employment practice, OSHA & compliance, driving safety, and NFPA/Fire Emergency vehicle operations. At this current time, we are not aware of any other software package that encompasses all of these features in support of the Fire Department.
(4)

This sole source is valid through June 30, 2024 **Amount** $ 69,244.20

Fire Department	Aubrey D. Jenkins Signature of Department Head	10/23/2023 Date
	Shannon Lizewski Signature of Purchasing Agent	10/24/2023 Date
Form must be routed in the order of the signatures	Kristine Githara Signature of Finance Director	10/30/2023 Date
	Signature of Asst. City Manager	Date
	Signature of City Manager	Date

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

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 06/2016)

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.

VECTOR SOLUTIONS | TargetSolutions

Sole Source Justification

Training Management | Operations & Asset Management | Workforce Management | EHS Management

This document serves as a sole source justification for Vector Solutions' integrated suite of systems for online training and live skill evaluations, operations and asset management (TargetSolutions Check It™), workforce management (TargetSolutions Scheduling™), and EHS management which are all developed and provided solely by TargetSolutions.

Service Description

TargetSolutions' industry-leading online training, operations, scheduling, evaluations and EHS management system is a comprehensive suite of proprietary web-based solutions for Fire and EMS departments and is the industry's only all-in-one operational hub for the management of training, assets, employee scheduling, skill assessments and safety compliance. The unique, one-of-a-kind software features exclusive fire department software tools, including best-in-class training courses and recordkeeping applications.

Here are TargetSolutions' online training management system's key differentiators that make it stand apart in the industry:

- TargetSolutions features the industry's leading learning management system for scheduling, delivering and tracking online training courses
- TargetSolutions offers more than 500 hours of training for fire departments, including more than 250 hours of accredited EMS continuing education courses
    - TargetSolutions is organizationally accredited through CAPCE, the Commission on Accreditation for Pre-Hospital Continuing Education
    - TargetSolutions features NFPA 1001, NFPA 1021, NFPA 1410, NFPA 1500, as well as Occupational Safety and Health Administration (OSHA), and more in its training catalog
- The TargetSolutions platform features unique applications for managing fire department training, recordkeeping, and compliance tasks, including:
    - Activities Builder
    - Credentials Manager
    - ISO Training Tracker
    - Community Resources
    - File Center
    - Test Builder
    - Generate Reports
    - Events Manager
- TargetSolutions' Enterprise solution enables agencies to collaborate in a shared training platform while still managing their own TargetSolutions sites

Vector Evaluations+, a live skill evaluation solution, modernizes skill assessments with electronic skill sheets and forms that are accessible via a mobile app or web-based system. Here are a few key benefits of this solution:

- Measure and track competencies with digital skill sheets that help determine proficiency and compare employee performance over time
- Mobile app to evaluate employees from the field and take in-app videos to record individual's abilities
- Recorded skill demonstrations serve as an educational tool to analyze performance and provide feedback
- Add evaluations to Credentials through the integrated TargetSolutions to ensure true mastery of a skillset to complete a taskbook
- Comprehensive, visual reports make it simple to oversee competencies and indemnify any deficiencies among personnel

The TargetSolutions platform can be extended to the TargetSolutions Check It™ operations and asset management system for conducting inspections of equipment, apparatus and inventory. Here are the key differentiators of TargetSolutions Check It™ that make it stand apart in the industry:

- Integrated mobile application and web-based platform accessible 24/7 to streamline inspections and maintenance for vehicles, equipment, controlled substances, medical supplies and other logged inventory
- Exclusive module for secure, cradle-to-grave management of controlled substances for ALS agencies.
- Secure tracking of expiration dates of all types of controlled substances and other resources assigned to a specific vehicle, person, or storage facility
- Built-in verification features, such as eSignatures, employee pin numbers, and facial recognition technology, to ensure accountability
- Push notifications, email alerts, and custom check-step comments to communicate the completion of an inspection, create check-step comments, or notify supervisors of issues
- Ability to open service tickets for apparatus or equipment in need of repair to track its status, costs, and other information with intuitive workflows
- Comprehensive reports with visually-driven data to view inspection history, usage, and other measurable steps

TargetSolutions Scheduling™ provides a workforce management and employee resourcing software built for the complex organizational tasks for mission-critical industries. Here are key differentiators of TargetSolutions Scheduling™ that make it stand out in the industry:

- A snapshot overview of shift schedules, minimum staffing levels, and employees' qualification in a dynamic workforce management dashboard
- Cloud-hosted, reliable data that is available 24/7 and accessible via the mobile application or any web-based device
- Interactive roster map with a live view of employee locations, traffic patterns, and 'hot spot' areas.
- Automatization tools to streamline overtime hiring, callbacks, and vacation requests with custom qualifiers to reduce human error or bias

- Shift trade dashboard for employees to self-manage shifts trades (based on qualifications) and hours owed/credited to coworkers
- Customizable and exportable reports with in-depth filters to analyze employee hours, payroll, overtime, and more

Vector EHS Management is a comprehensive safety tracking solution that offers a web-based system and mobile application to streamline incident reporting, corrective actions and producing OSHA forms. Here are key differentiators for Vector EHS Management that make it stand out:

- A mobile application that streamlines the incident reporting process and records incident details at the scene for accurate account of what occurred
- Easily manage the claims process and track every variable to minimize costs of worker's compensation or employee leave
- Track hazards or potential exposures with detailed reports and notify key stakeholders
- Assign corrective actions after incident investigations, such as refresher training, and communicate corrective tasks to personnel through Vector EHS Management
- Automatically translate incident reports to produce OSHA forms 300, 300A and 301 to easily export OSHA logs
- Comprehensive reports show incident history to identify trends, address problem areas and more

Brandi Howe

Senior Director of Renewal Management

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

Quote #	QT1743553
Date	09/26/2023
Expires	10/31/2023
Sales Rep	Micun, Christopher A
Shipping Method	FedEx Ground
Customer	CITY OF COLUMBIA (SC)
Customer #	C36324

Bill To
CITY OF COLUMBIA
ACCOUNTING DIVISION
PO BOX 147
COLUMBIA SC 29202-0147

Ship To
FIRE STATION-HARDEN STREET
1901 HARDEN STREET
COLUMBIA SC 29201

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
15000			Premier Membership:	531	$120.00	$63,720.00
16000			Annual Maintenance Fee	1	$395.00	$395.00

TARGET SOLUTIONS
License Terms: 11/30/2023 - 11/29/2024

Thank you for the Opportunity!

Subtotal	$64,115.00
Shipping Cost	$0.00
Tax Total	$5,129.20
Total	$69,244.20

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1743553

R225088
V003043

Columbia Fire Department

1800 Laurel Street
Columbia, South Carolina 29201
(803) 545-3730

Purchase Approval

Account/Grant: 1012303&2082301/627510
Is this a Grant Funded request? ☐ Yes ☐ No

If yes, please indicate JL numbers. _____

City ☐ County ☐ 50/50 ■ P-card ☐

Admin ☐ Prevention ☐ Suppression/Sp Ops ■ Training ☐ Logistics ☐

ST
10/10/23

Item(s): Target Solutions Premier Membership and Annual Maintenance

Lowest Quote/Price: $69,244.20

Vendor: Municipal Emergency Services

Date: 10/09/2023

Adams: _____

Kip: _____

Prof. Services Chief: _____

Folsom: _____ 10/10/23

Jenkins: _____

Justification for: Target Solutions Annual Renewal 2023-2024

TR-152

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve the Purchase of Vehicles for various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract and Sourcewell Cooperative Contract in the amount of $648,532.00**

REQUISITION NO.: **R225018, R224620, R224621, R224854, R224903, R225062**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Item	Vendor and Location	Vehicle	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Four 2023 F-150 Super Duty XL 4WD Super Crew Trucks, as requested by the Columbia Police Department on September 12, 2023.	$194,204.00
Funding Source: Police Drug Enforcement - Auto, Trucks, Heavy Equipment-Capital (2042408-658500). The original budget amount is $194,204.00.			
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two 2024 Nissan Altima 2.5 S Sedan, as requested by the Columbia Police Department on September 12, 2023.	$52,150.00
Funding Source: Police Drug Enforcement - Auto, Trucks, Heavy Equipment-Capital (2042408-658500). The original budget amount is $52,150.00.			
c.	Blanchard Machinery Company West Columbia, SC	Motor Grader (Weilier G65), as requested by the Public Works Department for the Street Division on September 28, 2023.	$222,603.00
Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is $222,603.00.			
d.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two 2024 Nissan Altima 2.5 S Sedan, as requested by Columbia Water for the Water Distribution Division on September 26, 2023.	$52,052.00

Funding Source: Meter Reading – Auto, Trucks, Heavy Equipment - Capital (5516202-658500). The original budget amount is $52,052.00.			
e.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Super Duty F-250 SRW XL 4WD Crew Cab Trucks, as requested by the Columbia Fire Department on October 5, 2023.	$71,341.00
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is $71,341.00.			
f.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Transit RWD Cargo, as requested by the Parks & Recreation Department on October 6, 2023.	$56,182.00
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is $56,182.00.			
Total			***$648,532.00***

We respectfully request Council's approval for this purchase using the SC State Contract, #4400029875 and SourceWell Cooperative Contract, #060122-WLR.

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

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:** Alan J #47704-2 (Item A) (PDF)
- #b: Alan J #47703-1 (Item B) (PDF)
- #c: Motor Grader Sourcewell Contract (Item C) (PDF)
- #d: Alan J sales quote #46853-1 (Item D) (PDF)
- #e: Alan J quote #48830-2 (Item E) (PDF)
- #f: Alan J Quote Form #49047-1 (Item F) (PDF)

WHITE COPY: PURCHASING
BLUE COPY: FOR YOUR FILES

CITY OF COLUMBIA REQUISITION

224620
For Purchasing Use Only

CHECK ONE: ☒ PURCHASE ☐ SURPLUS ☐ CONTRACT ☐ SERVICE ☐ RENTAL

1. **DEPARTMENT:** Police **DIVISION:** Criminal Investigations
2. **REQUESTED BY:** Sgt J. Richburg **DATE REQUESTED:** August 30, 2023
3. **ITEM:** (List items with different Object Cost Codes on SEPARATE Requisitions.)

QUANTITY	DESCRIPTION	
4 ~~3~~ each	2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box - $50,913.00 ea - $152,739.00	
1 each	Exterior Colors: (1) HX Antimatter Blue, (2) MS Carbonized Gray,	
	(3) UM Agate Black	
4 ~~3~~ each	Interior Color: Black Unique Sport Cloth 40/20/40 Front Seats	
4 ~~3~~ each	Government Price Concession	-$12,000.00
4 ~~3~~ each	Courtesy Delivery	$ 1,908.00
4 ~~3~~ each	Kevlar Spray in Liner Installed in Cargo Area	$ 1,893.00
4 ~~3~~ each	Tubular Nerf Bar Running Boards to State Contact Specifications	$ 1,113.00
	Total	$145,653.00

RECEIVED SEP 01 2023 Chief of Police

Received AUG 30 2023 Captain Criminal Investigations Bureau

4. **CLASS CODE:** 2042408 **5. OBJECT COST:** 657500
6. **DELIVER TO:** _____ (Use Receiving Location Code Only) **7. REQUESTED DELIVERY DATE:** _____
8. **SUGGESTED VENDORS:** Alan Jay Fleet Sales (V017417), 2003 U.S. 27 South, Sebring, FL 33870
   Contact: Matt Forte Phone: (863) 402.4216 Email: Matt.Forte@alanjay.com
9. **COMMENTS:** (i.e., Any previous correspondence with vendors on requested items, etc.)
   SC State Contract # 4400029875
   Quote # 47704-2
   Purchased for OCN Unit to replace older model vehicles.

AUG 2023 Deputy Chief/OPS

PUR108201

_____ DEPARTMENT HEAD _____ DATE

Hoyle, Sarah

From: Sheard, Jackson
Sent: Thursday, August 24, 2023 5:36 PM
To: Hoyle, Sarah
Subject: Fwd: OCN Vehicles
Attachments: image001.png; image002.gif; image003.gif; image004.gif; FORD F-150's SCSTATE-COLUMBIA, CITY OF (SC)-W1E_47704-2_Quote.pdf; NISSAN ALTIMA SCSTATE-COLUMBIA, CITY OF (SC)-13113_47703-1_Quote.pdf

Please create invoices for these to spend out of the state account. Richburg has the colors of the trucks listed in his narrative.

Sent from my iPad

Begin forwarded message:

> **From:** "Sheard, Jackson" <Jackson.Sheard@columbiasc.gov>
> **Date:** August 24, 2023 at 10:08:00 AM EDT
> **To:** "Kelly, Melron" <Melron.Kelly@columbiasc.gov>
> **Subject: FW: OCN Vehicles**
>
> We have price quotes for four new vehicles, three of them being trucks.
>
> ---
>
> **From:** Richburg, Joseph T <Joseph.Richburg@columbiasc.gov>
> **Sent:** Thursday, August 24, 2023 8:36 AM
> **To:** Sheard, Jackson <Jackson.Sheard@columbiasc.gov>
> **Cc:** Bowers Jr, William D <William.Bowers@columbiasc.gov>
> **Subject:** OCN Vehicles
>
> Attached are quotes for the requested OCN vehicles. The 2024 Altima is the same as the ones Major Drafts ordered. The 2023 F-150's have all of the options we are requesting and are $4,000 less each ($48,500 vs. $52,500) than the previously quoted Chevy's. Mr. Bowers also stated that the Fords are much easier to get at this time.
>
> Also this is the last chance to order 2023 trucks. If not ordered timely, it will delay the order and increase the price significantly for 2024's.
>
> I request the following colors for the trucks: HX Antimatter Blue; MS Carbonized Gray, & UM Agate Black.
>
> As for the vehicles we are selling Mr. Bowers will handle transporting them to the shop for sale and will have the proceeds paid in a separate check from normal sales. Once the check is received he will notify me so that it can be deposited in the Asset Forfeiture account.

Sergeant J. T. Richburg
Criminal Investigation Bureau
Columbia Police Department

1 Justice Square, Columbia, SC 29201

P: 803-545-3640 | C: 803-917-0975
www.columbiapd.net
joseph.richburg@columbiasc.gov

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	Quote 47704-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
8/23/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
8/23/2023

REQUESTING AGENCY **COLUMBIA, CITY OF (SC)**
CONTACT PERSON **BILLY BOWERS** EMAIL **WILLIAM.BOWERS@COLUMBIASC.GOV**
PHONE **803-545-3811** MOBILE FAX

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

MODEL W1E — **MSRP** $52,565.00

2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box

CUSTOMER ID — **GOVERNMENT PRICE** $50,913.00

BED LENGTH 5.5'

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
998	Engine: 3.5L V6 EcoBoost	$0.00
44G	Transmission: Electronic 10-Speed Automatic	$0.00
Color	EXTERIOR COLORS TBD BY CUSTOMER. F150 OPTIONS B3 ATLAS BLUE, HX ANTIMATTER BLUE, JS ICONIC SILVER, M7 CARBONIZED GRAY, UM AGATE BLACK.	$0.00
GB	Black, Unique Sport Cloth 40/20/40 Front-Seats	$0.00
101A	OPTIONS Equipment Group 101A Standard	$0.00
153	Front License Plate Bracket	$0.00
19S	STX Appearance Package	$0.00
413	Skid Plates	$0.00
524	SYNC 4 w/Enhanced Voice Recognition	$0.00
53B	Class IV Trailer Hitch Receiver	$0.00
582	Radio: AM/FM SiriusXM w/360L	$0.00
64X	Wheels: 18" 6-Spoke Machined Aluminum	$0.00
655	Extended Range 36 Gallon Fuel Tank	$0.00
924	Rear Window Fixed Privacy Glass w/Defroster	$0.00
T88	Tires: 275/65R18 BSW A/T	$0.00
XL3	Electronic Locking w/3.31 Axle Ratio	$0.00
___	GVWR: 7,050 lbs Payload Package	$0.00
___	STX Appearance Package savings	$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	($4,000.00)
	FACTORY OPTIONS	($4,000.00)

AFTERMARKET OPTIONS	DESCRIPTION	
CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.	$636.00
LT SPRAY	Kevlar spray in liner installed in cargo area.	$631.00
CAB STEPS	Tubular nerf bar running boards to state contract specifications.	$371.00
	AFTERMARKET OPTIONS	**$1,638.00**

ALAN JAY FLEET SALES

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

TRADE IN	**TOTAL COST**	**$48,551.00**
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
	TOTAL COST LESS TRADE IN(S) QTY 3	**$145,653.00**

Estimated Annual payments for 60 months paid in advance: $10,873.43 Extended: $32,620.28
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

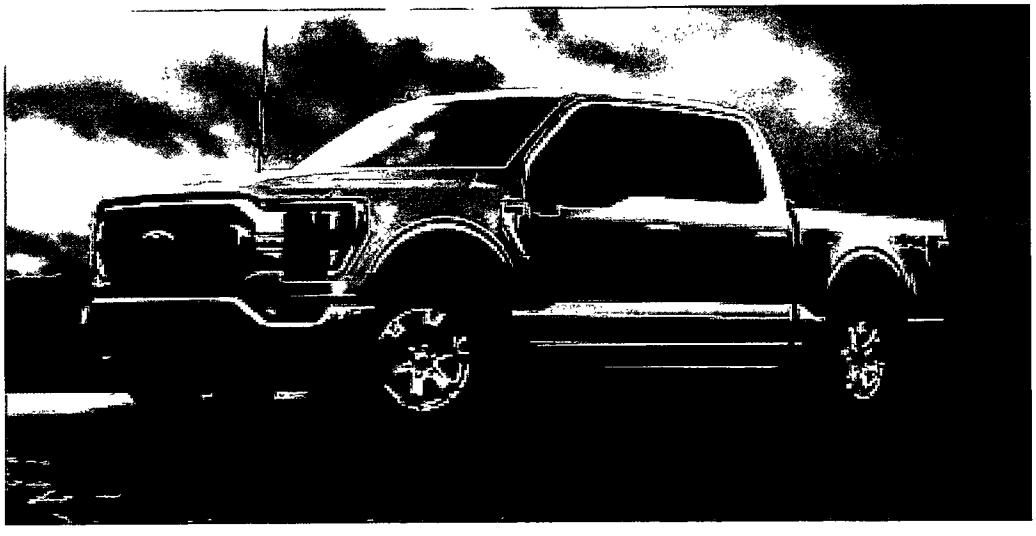
VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✓ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box — MSRP:$45,410.00

Interior:Black, Unique Sport Cloth 40/20/40 Front-Seats

Exterior 1:Iconic Silver Metallic

Exterior 2:No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL		MSRP
W1E	[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box		$45,410.00
	OPTIONS		
101A	Equipment Group 101A Standard		($750.00)
153	Front License Plate Bracket		$0.00
19S	STX Appearance Package		$2,585.00
413	Skid Plates		$160.00
44G	Transmission: Electronic 10-Speed Automatic		$0.00
524	SYNC 4 w/Enhanced Voice Recognition	Inc.	

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Data Version: 20261. Data Updated: Aug 22, 2023 6:51:00 PM PDT.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✓ Complete)

53B	Class IV Trailer Hitch Receiver		$315.00
582	Radio: AM/FM SiriusXM w/360L	Inc.	
64X	Wheels: 18" 6-Spoke Machined Aluminum	Inc.	
655	Extended Range 36 Gallon Fuel Tank		$445.00
924	Rear Window Fixed Privacy Glass w/Defroster	Inc.	
998	Engine: 3.5L V6 EcoBoost		$2,735.00
GB	Black, Unique Sport Cloth 40/20/40 Front-Seats		$0.00
JS	Iconic Silver Metallic		$0.00
T88	Tires: 275/65R18 BSW A/T		$0.00
XL3	Electronic Locking w/3.31 Axle Ratio		$420.00
___	GVWR: 7,050 lbs Payload Package	Inc.	
___	STX Appearance Package savings		($750.00)
	SUBTOTAL		**$50,570.00**
	Adjustments Total		$0.00
	Destination Charge		$1,995.00
	TOTAL PRICE		**$52,565.00**

FUEL ECONOMY

Est City:18 MPG

Est Highway:23 MPG

Est Highway Cruising Range:828.00 mi

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (Complete)

Standard Equipment

Mechanical
Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
3.73 Axle Ratio (STD)
50 State Emissions
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1765# Maximum Payload
GVWR: 6,470 lbs Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
Single Stainless Steel Exhaust
26 Gal. Fuel Tank
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Post-Collision Braking
Exterior
Wheels: 17" Silver Steel (STD)
Tires: 265/70R17 BSW A/T (STD)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (Complete)

Exterior
Clearcoat Paint
Black Rear Step Bumper
Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Auto High Beam
Entertainment
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
Fixed Antenna
Interior
Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows

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Data Version: 20261. Data Updated: Aug 22, 2023 6:51:00 PM PDT.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✓ Complete)

Interior
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Reverse Sensing System
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Trip Computer
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (Complete)

Interior	
	Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
	Rear View Camera
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Perimeter Alarm
	Securilock Anti-Theft Ignition (pats) Immobilizer
	1 12V DC Power Outlet
	Air Filtration
Safety-Mechanical	
	ABS And Driveline Traction Control
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Airbag Occupancy Sensor
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Rear Child Safety Locks
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 20261. Data Updated: Aug 22, 2023 6:51:00 PM PDT.

WHITE COPY: PURCHASING
BLUE COPY: FOR YOUR FILES

CITY OF COLUMBIA REQUISITION

224621
For Purchasing Use Only

CHECK ONE: ☒ PURCHASE ☐ SURPLUS ☐ CONTRACT ☐ SERVICE ☐ RENTAL

1. **DEPARTMENT:** Police **DIVISION:** Criminal Investigations
2. **REQUESTED BY:** Sgt J. Richburg **DATE REQUESTED:** August 30, 2023
3. **ITEM:** (List items with different Object Cost Codes on SEPARATE Requisitions.)

QUANTITY	DESCRIPTION	
2 each	2024 Nissan Altima 2.5 S Sedan, Gun Metallic Exterior,	$27,239.00
	Interior Charcoal, Cloth Seat Trim, Option Floor & Trunk Mats,	
	USB Charging Cable Set (Nissan)	
	Government Price Concession	-$1,800.00
	Courtesy Delivery	$ 636.00
	Total	$26,075.00

RECEIVED SEP 0 1 2023 Chief of Police

Lt. 8/30/23

Received AUG 30 2023 Captain Criminal Investigations Bureau

4. **CLASS CODE:** 2042408 **5. OBJECT COST:** 657500
6. **DELIVER TO:** _____ (Use Receiving Location Code Only) **7. REQUESTED DELIVERY DATE:** _____
8. **SUGGESTED VENDORS:** Alan Jay Fleet Sales (V017417), 2003 U.S. 27 South, Sebring, FL 33870
   Contact: Matt Forte Phone: (863) 402.4216 Email: Matt.Forte@alanjay.com
9. **COMMENTS:** (i.e., Any previous correspondence with vendors on requested items, etc.)
   SC State Contract # 4400029875
   Quote # 47703-1
   Purchased for OCN Unit to replace older model vehicle.

AUG 31 2023 Deputy Chief/OPS.

DEPARTMENT HEAD

9/1/2023
DATE

PUR108201

Hoyle, Sarah

From: Sheard, Jackson
Sent: Thursday, August 24, 2023 5:36 PM
To: Hoyle, Sarah
Subject: Fwd: OCN Vehicles
Attachments: image001.png; image002.gif; image003.gif; image004.gif; FORD F-150's SCSTATE-COLUMBIA, CITY OF (SC)-W1E_47704-2_Quote.pdf; NISSAN ALTIMA SCSTATE-COLUMBIA, CITY OF (SC)-13113_47703-1_Quote.pdf

Please create invoices for these to spend out of the state account. Richburg has the colors of the trucks listed in his narrative.

Sent from my iPad

Begin forwarded message:

> **From:** "Sheard, Jackson" <Jackson.Sheard@columbiasc.gov>
> **Date:** August 24, 2023 at 10:08:00 AM EDT
> **To:** "Kelly, Melron" <Melron.Kelly@columbiasc.gov>
> **Subject: FW: OCN Vehicles**
>
> We have price quotes for four new vehicles, three of them being trucks.
>
> ---
>
> **From:** Richburg, Joseph T <Joseph.Richburg@columbiasc.gov>
> **Sent:** Thursday, August 24, 2023 8:36 AM
> **To:** Sheard, Jackson <Jackson.Sheard@columbiasc.gov>
> **Cc:** Bowers Jr, William D <William.Bowers@columbiasc.gov>
> **Subject:** OCN Vehicles
>
> Attached are quotes for the requested OCN vehicles. The 2024 Altima is the same as the ones Major Drafts ordered. The 2023 F-150's have all of the options we are requesting and are $4,000 less each ($48,500 vs. $52,500) than the previously quoted Chevy's. Mr. Bowers also stated that the Fords are much easier to get at this time.
>
> Also this is the last chance to order 2023 trucks. If not ordered timely, it will delay the order and increase the price significantly for 2024's.
>
> I request the following colors for the trucks: HX Antimatter Blue; MS Carbonized Gray, & UM Agate Black.
>
> As for the vehicles we are selling Mr. Bowers will handle transporting them to the shop for sale and will have the proceeds paid in a separate check from normal sales. Once the check is received he will notify me so that it can be deposited in the Asset Forfeiture account.

Sergeant J. T. Richburg
Criminal Investigation Bureau
Columbia Police Department

1 Justice Square, Columbia, SC 29201

P: 803-545-3640 | C: 803-917-0975
www.columbiapd.net
joseph.richburg@columbiasc.gov

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	Quote 47703-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 8/23/2023

PRICE QUOTE FORM

REVISED QUOTE DATE 8/23/2023

REQUESTING AGENCY **COLUMBIA, CITY OF (SC)**
CONTACT PERSON **BILLY BOWERS** EMAIL **WILLIAM.BOWERS@COLUMBIASC.GOV**
PHONE **803-545-3811** MOBILE FAX

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

MODEL 13113 — **MSRP** $27,650.00

2024 Nissan Altima 2.5 S Sedan

CUSTOMER ID — **GOVERNMENT PRICE** $27,239.00

BED LENGTH	SEDAN

** *All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
KAD	Gun Metallic	$0.00
G	Charcoal, Cloth Seat Trim	$0.00
FL2	OPTIONS [L92] Floor Mats & Trunk Mat	$0.00
USB	[H92] USB Charging Cable Set - Nissan	$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	($1,800.00)
	FACTORY OPTIONS	($1,800.00)

AFTERMARKET OPTIONS	DESCRIPTION	
CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.	$636.00
	AFTERMARKET OPTIONS	**$636.00**

TRADE IN — **TOTAL COST** $26,075.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) QTY 1 **$26,075.00**

Estimated Annual payments for 60 months paid in advance: $5,839.73
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

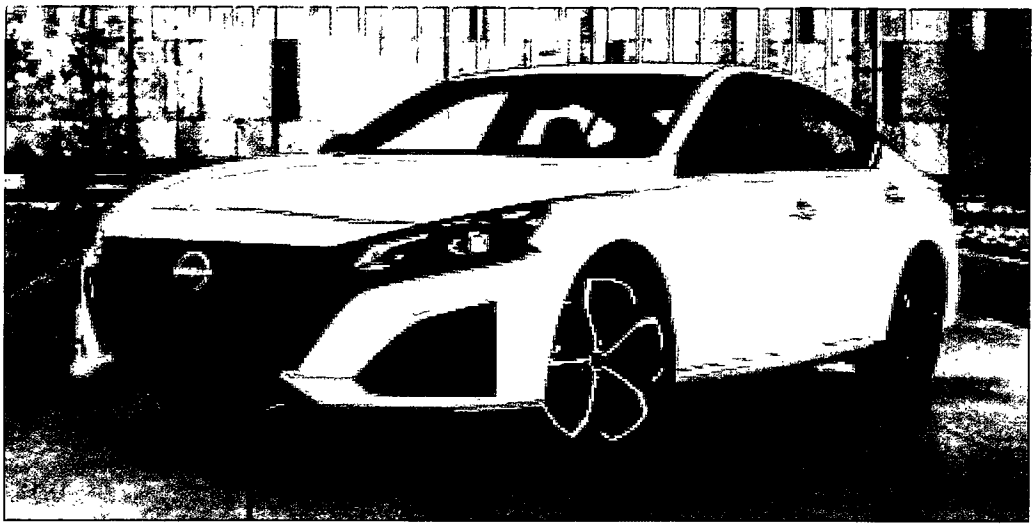
VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan — MSRP:$25,630.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Gun Metallic

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
13113	[Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan	$25,630.00
	OPTIONS	
FL2	[L92] Floor Mats & Trunk Mat	$210.00
G	Charcoal, Cloth Seat Trim	$0.00
KAD	Gun Metallic	$0.00
USB	[H92] USB Charging Cable Set - Nissan	$90.00
	SUBTOTAL	**$25,930.00**
	Adjustments Total	$0.00
	Destination Charge	$1,095.00
	TOTAL PRICE	**$27,025.00**

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Data Version: 20261. Data Updated: Aug 22, 2023 6:51:00 PM PDT.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

FUEL ECONOMY

Est City:27 MPG

Est Highway:39 MPG

Est Highway Cruising Range:631.80 mi

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

Standard Equipment

Mechanical
Engine: 2.5L DOHC 16-Valve 4-Cylinder
Transmission w/Driver Selectable Mode and Oil Cooler
Transmission: Xtronic CVT (Continuously Variable)
Front-Wheel Drive
4.83 Axle Ratio
Engine Oil Cooler
60-Amp/Hr Maintenance-Free Battery w/Run Down Protection
120 Amp Alternator
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
16.2 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control
Exterior
Wheels: 16" x 7" Steel w/Full Wheel Covers
Tires: 215/60R16 AS
Steel Spare Wheel
Compact Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper w/Body-Colored Rub Strip/Fascia Accent
Black Side Windows Trim and Black Front Windshield Trim
Chrome Door Handles
Body-Colored Power Side Mirrors w/Manual Folding
Fixed Rear Window w/Defroster
Light Tinted Glass

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Alan Jay Automotive Management
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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

Exterior	
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Black Grille w/Chrome Surround
	Trunk Rear Cargo Access
	Intelligent Auto Headlights (i-Ah) Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Steering Wheel Controls
	Radio: AM/FM Audio System -inc: RDS, MP3 and aux-in, 6 speakers, 7" color touch-screen display audio system, Bluetooth hands-free phone system, streaming audio via Bluetooth, hands-free text messaging assistant, 1 front illuminated USB ports (type-A) for compatible devices, Siri Eyes Free and Google Assistant voice recognition
	Window Grid Antenna
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	Passenger Seat
	60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
	Power Rear Windows
	Wi-Fi Hotspot Selective Service Internet Access
	Front Bucket Seats -inc: 6-way manual driver's seat, 4-way manual front passenger's seat and height-adjustable front head restraints
	Front Cupholder
	Rear Cupholder
	Proximity Key For Doors And Push Button Start
	Valet Function
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
	Remote Releases -Inc: Power Cargo Access and Mechanical Fuel
	Cruise Control w/Steering Wheel Controls

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (Complete)

Interior
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert, Simulated Carbon Fiber Door Panel Insert, Simulated Carbon Fiber Console Insert and Chrome/Metal-Look Interior Accents
Full Cloth Headliner
Vinyl Door Trim Insert
Urethane Gear Shifter Material
Cloth Seat Trim
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim
Cargo Area Concealed Storage
Cargo Space Lights
FOB Controls -inc: Cargo Access, Windows and Remote Start
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Cloth Back Material

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

Interior
Manual Adjustable Rear Head Restraints
Front Center Armrest and Rear Center Armrest
Perimeter Alarm
Immobilizer
1 12V DC Power Outlet
Air Filtration
Safety-Mechanical
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Safety-Exterior
Side Impact Beams
Safety-Interior
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Rear Parking Sensors
Blind Spot
Intelligent Forward Collision Warning w/Automatic Emergency Braking (AEB)
Lane Departure Warning (LDW) Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
RearView Monitor Back-Up Camera

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 3
Roadside Assistance Miles/km: 36,000

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Blanchard CAT

Quotation

DATE 9/19/2023

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

Quotation For:
City of Columbia
Mr. Jerry Showers

Prepared by: Brian Smith

Model	DESCRIPTION	AMOUNT
Weiler G65	NEW MACHINE	$ 222,103.00
	Cat® 3.6 St 5, 120 HP Engine	
	Enclosed Cab	
	AM/FM Bluetooth Radio	
	Outside Mirrors	
	2 Front Lights, 2 Cab Mounted LED Work Lights	
	Turn and Brake Lights	
	10' Moldboard	
	ST 5 Grader w/ Cab, Cloth Seat & A/C	
	Cat® Style Blade Controls	
	Premium LED Work Lights (4 additional LED lights)	
	Front Blade	
	Rear Ripper	
	12 Month Factory Warranty	
	Sales Tax	$ 500.00
	SUBTOTAL	$ 222,603.00
	TAX RATE	0.00%
	SALES TAX	-
	OTHER	-
	TOTAL	$ 222,603.00

Quote is good for 30 days and is subject to credit approval.

Thank you for the opportunity to earn your business

ASCENDUM MACHINERY

STEPHEN SOWARDS(SALES REP. FOR COLUMBIA)

QUOTE

LeeBoy

BILL TO

CITY OF COLUMBIA

SHIP TO

Quote No: #INV00001

Date: 2-2-2023

Valid For: 30 days

SIGNED AGREEMENT HOLDS PRICE

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2023 685D MOTORGRADER	1		256000.00
10' MOLDBOARD (OPTION WILL NEED TO BE ORDERED)			0.00
CAB W/ HEAT AND A/C			0.00
FRONT BLADE			0.00
REAR SCARIFIER			0.00
CIRCLE SHIFT			0.00
RADIO			0.00
			0.00
			0.00
			0.00
INCLUDES 2YR FACTORY WARRANTY	TAXES NOT INCLUDED		0.00

SUBTOTAL	256000.00
LESS TRADE	0.00
TAX RATE	
TOTAL TAX	
SHIPPING/HANDLING	0.00
256,000.00	**QU0TE**

Thank you for your business!

Notes & Terms

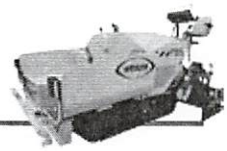
Second Quote

<Include project timeline>

For states, counties and local municipalities, cooperative purchasing can help save time and money during the acquisition process. Working with your local Caterpillar dealer, Weiler equipment can be purchased through the Sourcewell cooperative contract 060122-WLR. Weiler equipment is sold, serviced and supported exclusively by Caterpillar dealers throughout North America.

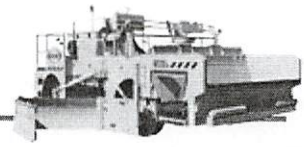
Sourcewell
Awarded Contract
Contract #060122-WLR

PAVERS



Model	Paving Range	Weight	Power
P395	7'8" - 15' 8"	25,000 lb	120 hp
P385C	8' - 15' 8"	22,000 lb	120 hp
P285	7' 8" - 15'	18,000 lb	74 hp
P265	7' 8" - 14' 4"	16,000 lb	74 hp
P195	3' 10" - 7'	13,000 lb	67 hp
P65	7' 8" - 13'	12,600 lb	49 hp

ROAD WIDENERS



Model	Max Widening	Weight	Power
W730C	14'	37,200 lb	174 hp
W530B	10'	26,300 lb	120/137 hp
W430B	8'	19,500 lb	74 hp
W330B	6'	14,800 lb	67 hp

TACK DISTRIBUTORS

Model	Capacity	Burner	Power
TT600	600 gal	Propane or Diesel	9.5 hp
TT500	500 gal	Propane	5.5 hp
TT300	300 gal	Propane or Diesel	9.5 hp
TT250	250 gal	Propane	5.5 hp
TS600	600 gal	Propane or Diesel	9.5 hp
TS500	500 gal	Propane or Diesel	5.5 hp
TS250	250 gal	Propane or Diesel	5.5 hp
TS150	150 gal	Propane or Diesel	5.5 hp

COMPACTORS

Model	Base Weight	Compact Width	Power
C310A	20,160 lb	50"	74 hp
C307A	14,080 lb	50"	74 hp
C303	5,700 lb	44"	24 hp
CT3A	5,020 lb	60"	25 hp

SOIL STABILIZER

Model	Drum	Weight	Power
S200	Soil/Combi	42,000 lb	375 hp

GRADER

Model	Moldboard Length	Weight	Power
G65	10'/12'	17,000 lb	120 hp

FORCE FEED LOADER

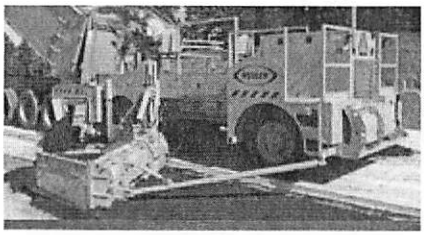
Model	Max Belt Speed	Weight	Power
E1050	600 fpm	20,160 lb	137 hp

COMMERCIAL PAVERS | ROAD WIDENERS | TACK DISTRIBUTORS | STATIC COMPACTORS | MOTOR GRADER
MATERIAL TRANSFER VEHICLES | WINDROW ELEVATORS | SOIL STABILIZER | FORCE FEED LOADER

GOVERNMENTAL PURCHASING

PAVERS

Engineered and built to exceed in a wide range of applications. Weiler pavers incorporate proven designs with new innovations to provide performance, reliability and outstanding mat quality for governmental paving projects.

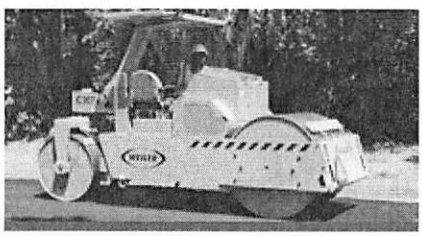


ROAD WIDENERS

When it comes to placing the right amount of material at the correct grade and slope in one pass, whether on a shoulder or elsewhere, the best machine for the job is a Weiler road widener. Widen a range of materials from asphalt, dirt, gravel, road stone and concrete up to 14'.

TACK DISTRIBUTORS

Weiler tack distributors are available from 250 gal to 600 gal configurations, both trailer and skid mounted. Electric or diesel engine options, propane or diesel heat options and fold-able spray bar option are available to meet the needs of the customer.



COMPACTORS

Weiler offers static compactors in 3-ton, 7-ton and 10-ton models with split front-drums to reduce mat tearing. The CT3A 9-wheeled pneumatic roller provides kneading action for a smooth surface finish.

SOIL STABILIZER

Engineered to perform in a variety of applications, the S200 is available with a soil rotor for stabilization and a combination rotor for in-place reclamation and cost effective way to recycle material.

MOTOR GRADER

Built from a lineage of market leaders for more than 70 years, the G65 dates back to 1949 and the Allis Chalmers "D". Weiler has owned, engineered and enhanced the G65 since 2000 as the industry leading compact motor grader.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote 46853-1

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216		WWW.ALANJAY.COM	
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 7/26/2023

PRICE QUOTE FORM

REVISED QUOTE DATE 7/26/2023

REQUESTING AGENCY **COLUMBIA, CITY OF (SC)**

CONTACT PERSON **BILLY BOWERS** EMAIL WILLIAM.BOWERS@COLUMBIASC.GOV

PHONE **803-545-3811** MOBILE FAX

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

MODEL 13114 — **MSRP** $27,465.00

2024 Nissan Altima 2.5 S Sedan

CUSTOMER ID — **GOVERNMENT PRICE** $27,190.00

BED LENGTH SEDAN

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
QAK	Glacier White	$0.00
G	Charcoal, Cloth Seat Trim	$0.00
FL2	OPTIONS [L92] Floor Mats & Trunk Mat	$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	($1,800.00)
	FACTORY OPTIONS	($1,800.00)

AFTERMARKET OPTIONS	DESCRIPTION	
CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI	$636.00
	AFTERMARKET OPTIONS	**$636.00**

TRADE IN

TOTAL COST **$26,026.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** 1 **$26,026.00**

Estimated Annual payments for 60 months paid in advance: $5,828.75

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan — MSRP:$25,630.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
13113	[Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan	$25,630.00
	OPTIONS	
FL2	[L92] Floor Mats & Trunk Mat	$210.00
G	Charcoal, Cloth Seat Trim	$0.00
QAK	Glacier White	$0.00
	SUBTOTAL	**$25,840.00**
	Adjustments Total	$0.00
	Destination Charge	$1,095.00
	TOTAL PRICE	**$26,935.00**

FUEL ECONOMY

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Data Version: 20026. Data Updated: Jul 25, 2023 6:42:00 PM PDT.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

Est City:27 MPG

Est Highway:39 MPG

Est Highway Cruising Range:631.80 mi

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 2.5L DOHC 16-Valve 4-Cylinder
	Transmission w/Driver Selectable Mode and Oil Cooler
	Transmission: Xtronic CVT (Continuously Variable)
	Front-Wheel Drive
	4.83 Axle Ratio
	Engine Oil Cooler
	60-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	120 Amp Alternator
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Speed-Sensing Steering
	16.2 Gal. Fuel Tank
	Quasi-Dual Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 16" x 7" Steel w/Full Wheel Covers
	Tires: 215/60R16 AS
	Steel Spare Wheel
	Compact Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper
	Body-Colored Rear Bumper w/Body-Colored Rub Strip/Fascia Accent
	Black Side Windows Trim and Black Front Windshield Trim
	Chrome Door Handles
	Body-Colored Power Side Mirrors w/Manual Folding
	Fixed Rear Window w/Defroster
	Light Tinted Glass

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

Exterior	
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Black Grille w/Chrome Surround
	Trunk Rear Cargo Access
	Intelligent Auto Headlights (i-Ah) Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Steering Wheel Controls
	Radio: AM/FM Audio System -inc: RDS, MP3 and aux-in, 6 speakers, 7" color touch-screen display audio system, Bluetooth hands-free phone system, streaming audio via Bluetooth, hands-free text messaging assistant, 1 front illuminated USB ports (type-A) for compatible devices, Siri Eyes Free and Google Assistant voice recognition
	Window Grid Antenna
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	Passenger Seat
	60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
	Power Rear Windows
	Wi-Fi Hotspot Selective Service Internet Access
	Front Bucket Seats -inc: 6-way manual driver's seat, 4-way manual front passenger's seat and height-adjustable front head restraints
	Front Cupholder
	Rear Cupholder
	Proximity Key For Doors And Push Button Start
	Valet Function
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
	Remote Releases -Inc: Power Cargo Access and Mechanical Fuel
	Cruise Control w/Steering Wheel Controls

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

Interior	
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Simulated Carbon Fiber Door Panel Insert, Simulated Carbon Fiber Console Insert and Chrome/Metal-Look Interior Accents
	Full Cloth Headliner
	Vinyl Door Trim Insert
	Urethane Gear Shifter Material
	Cloth Seat Trim
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim
	Cargo Area Concealed Storage
	Cargo Space Lights
	FOB Controls -inc: Cargo Access, Windows and Remote Start
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Cloth Back Material

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

Interior	
	Manual Adjustable Rear Head Restraints
	Front Center Armrest and Rear Center Armrest
	Perimeter Alarm
	Immobilizer
	1 12V DC Power Outlet
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Rear Parking Sensors
	Blind Spot
	Intelligent Forward Collision Warning w/Automatic Emergency Braking (AEB)
	Lane Departure Warning (LDW) Lane Departure Warning
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Collision Mitigation-Rear
	Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	RearView Monitor Back-Up Camera

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✓ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 3
Roadside Assistance Miles/km: 36,000

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote **48830-2**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216		WWW.ALANJAY.COM	
Corporate Office	2003 U.S. 27 South	MOBILE 904-505-9682		Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221			Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/2/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
10/5/2023

REQUESTING AGENCY **COLUMBIA, CITY OF (SC)**
CONTACT PERSON **BILLY BOWERS** EMAIL WILLIAM.BOWERS@COLUMBIASC.GOV
PHONE **803-545-3811** MOBILE FAX

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

MODEL W2B **MSRP** $60,335.00

2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

CUSTOMER ID **GOVERNMENT PRICE** **$58,720.00**

BED LENGTH	6.75'

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	$0.00
Z1	Oxford White	$0.00
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
17S	STX Appearance Package	$0.00
18B	Platform Running Boards	$0.00
43C	120V/400W Outlet	$0.00
600A	Order Code 600A	$0.00
64S	Wheels: 18" Ebony Black Painted Aluminum	$0.00
66L	LED Box Lighting	$0.00
66S	Upfitter Switches (6)	$0.00
67B	410 Amp Dual Alternators	$0.00
67H	Heavy-Service Front Suspension Package	$0.00
68U	F-250 >10K GVWR Package	$0.00
86M	Dual 68 AH/65 AGM Batteries	$0.00
874	360-Degree Camera Package	$0.00
TDX	Tires: LT275/70Rx18E BSW A/T (4)	$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	($1,000.00)
	FACTORY OPTIONS	($1,000.00)

AFTERMARKET OPTIONS	DESCRIPTION	
CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.	$636.00
NG20231003-CC	ITEMS PROVIDED FROM THE ATTACHED LEE TRANSPORT QUOTE	$12,985.00
	AFTERMARKET OPTIONS	**$13,621.00**

ALAN JAY FLEET SALES

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

TRADE IN	**TOTAL COST**	**$71,341.00**
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
	TOTAL COST LESS TRADE IN(S) QTY 1	**$71,341.00**

Estimated Annual payments for 60 months paid in advance: $15,977.45

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

LEE TRANSPORT EQUIPMENT INC.

P.O. BOX 26, 1300 BLUFF R.D.
COLUMBIA, SOUTH CAROLINA 29202
PHONE# 803-799-7860 FAX 803-765-0535
TRUCK BODIES AND TRUCK EQUIPMENT

Custom Quotation For:

CFD

Personal Contact: MARCAS HOUTCHINGS

Quote # NG20231003-CC
Date: 10/3/2023
Phone #
Fax#

2023 FORD SUPER DUTY 81.9		
FURNISH AND INSTALL		
ARE V SERIES CAP PACKAGE W/SELECTED OPTIONS	$	9,550.00
ACRYLIC FABRIC HEADLINER		
ALUMINUM PANELED REAR DOOR WITH STAINLESS T HANDLE		
12V LED DOME LIGHT AND DUAL ROPE LIGHT W/PROP SWITCH		
FOLDABLE T HANDLE ALUMINUM PANELED WINDOOR W/TOOLBOX (D/S & P/S)		
CARGOGLIDE 1500XL		
CAP PACK (40 IN.)		
GRILL GUARD (33648B)	$	700.00
WINCH TRAY (33600)	$	195.00
WARN WINCH ZEON 12 (89120)	$	1,290.00
BUYERS JUMPER CABLE KIT 28' WITH PLUG	$	165.00
PARTS LABOR - 3.5 HRS @ 100/HR	$	350.00
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Price good for 30 days. Tax not included in quote.	$	-

Price: $ 12,250.00
Special Discount: $ -
Net Price: $ 12,250.00
Local Option Tax: $ -
State Sales Tax:
Total Price: $ 12,250.00

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

Chassis: **C/A** **Paint:**

Other Data:

Tax Exempt No **Terms:** **Delivery Date:**

Accepted By **Date:**

Lee Transport Equipment, Inc.

By: Nathan Galub

Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box — MSRP:$51,560.00

Interior:Medium Dark Slate, Cloth 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W2B	[Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box	$51,560.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
17S	STX Appearance Package	$5,115.00
18B	Platform Running Boards	$445.00
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat	$0.00
43C	120V/400W Outlet	$175.00

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

44F	Transmission: TorqShift-G 10-Speed Automatic		$0.00
600A	Order Code 600A		$0.00
64S	Wheels: 18" Ebony Black Painted Aluminum	Inc.	
66L	LED Box Lighting	Inc.	
66S	Upfitter Switches (6)		$165.00
67B	410 Amp Dual Alternators		$115.00
67H	Heavy-Service Front Suspension Package		$125.00
68U	F-250 >10K GVWR Package	Inc.	
86M	Dual 68 AH/65 AGM Batteries		$210.00
874	360-Degree Camera Package	Inc.	
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas		$0.00
TDX	Tires: LT275/70Rx18E BSW A/T (4)	Inc.	
X3E	Electronic-Locking w/3.73 Axle Ratio		$430.00
Z1	Oxford White		$0.00
	SUBTOTAL		**$58,340.00**
	Adjustments Total		$0.00
	Destination Charge		$1,995.00
	TOTAL PRICE		**$60,335.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)
	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
	3.73 Axle Ratio (STD)
	GVWR: 10,000 lb Payload Package
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	160 Amp Alternator
	Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	3565# Maximum Payload
	HD Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)
	Regular Box Style
	Steel Spare Wheel

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Exterior	
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Boxside Steps
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Interior	
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows
	FordPass Connect 5G Mobile Hotspot Internet Access
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Front And Rear Map Lights
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Interior	
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
	Dual Stage Driver And Passenger Front Airbags
	Rear Child Safety Locks
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 20585. Data Updated: Sep 30, 2023 6:40:00 PM PDT.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	Quote 49047-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/6/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
10/6/2023

REQUESTING AGENCY **COLUMBIA, CITY OF (SC)**
CONTACT PERSON **BILLY BOWERS** EMAIL WILLIAM.BOWERS@COLUMBIASC.GOV
PHONE **803-545-3811** MOBILE FAX

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

MODEL W1Y — **MSRP** $52,935.00

2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD

CUSTOMER ID

GOVERNMENT PRICE $51,765.00

BED LENGTH 148"WB

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
YZ	Oxford White	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
101A	OPTIONS Order Code 101A	$0.00
153	Front License Plate Bracket	$0.00
15F	Full Rear Compartment Lighting	$0.00
16E	Front & Rear Vinyl Floor Covering	$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
53B	Heavy-Duty Trailer Tow Package	$0.00
86F	2 Additional Keys (4 Total)	$0.00
X73	3.73 Axle Ratio	$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	($1,000.00)
	FACTORY OPTIONS	($1,000.00)

AFTERMARKET OPTIONS	DESCRIPTION	
CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.	$636.00
NG20231006-AJCC	ITEMS PROVIDED FROM THE ATTACHED LEE TRANSPORT QUOTE	$4,781.00
	AFTERMARKET OPTIONS	**$5,417.00**

TRADE IN

TOTAL COST **$56,182.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$56,182.00**

Estimated Annual payments for 60 months paid in advance: $12,582.46
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

LEE TRANSPORT EQUIPMENT INC.

P.O. BOX 26, 1300 BLUFF R.D.
COLUMBIA, SOUTH CAROLINA 29202
PHONE# 803-799-7860 FAX 803-765-0535
TRUCK BODIES AND TRUCK EQUIPMENT

Custom Quotation For:

ALAN JAY - CITY COLA

Personal Contact: MATT FORTE

Quote # NG20231006-AJCC
Date: 10/6/2023
Phone #
Fax#

2023 FORD TRANSIT LR148	
FURNISH AND INSTALL:	
A/S GENERAL SERVICE PACKAGE W/MODIFICATIONS	$
TO GSP - ADD (19), (DC6 x2), (DC12)	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
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	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Price good for 30 days. Tax not included in quote.	$ -

PRICING:

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

Price:	$
Special Discount:	$ -
Net Price:	$
Local Option Tax:	$ -
State Sales Tax:	
Total Price:	$

Chassis: **C/A** **Paint:**

Other Data:

Tax Exempt No **Terms:** **Delivery Date:**

Accepted By **Date:**

Lee Transport Equipment, Inc.

By: Nathan Galub

Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD (✓ Complete)

Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD — MSRP:$49,960.00

Interior:Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

CODE	MODEL	MSRP
W1Y	[Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD	$49,960.00
	OPTIONS	
101A	Order Code 101A	$0.00
153	Front License Plate Bracket	$0.00
15F	Full Rear Compartment Lighting	$75.00
16E	Front & Rear Vinyl Floor Covering	$245.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00

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Data Version: 20628. Data Updated: Oct 5, 2023 6:38:00 PM PDT.

Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD (✓ Complete)

44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
53B	Heavy-Duty Trailer Tow Package	$485.00
86F	2 Additional Keys (4 Total)	$75.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
X73	3.73 Axle Ratio	$0.00
YZ	Oxford White	$0.00
	SUBTOTAL	**$50,840.00**
	Adjustments Total	$0.00
	Destination Charge	$2,095.00
	TOTAL PRICE	**$52,935.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)
	Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Rear-Wheel Drive
	70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	250 Amp Alternator
	4412# Maximum Payload
	GVWR: 9,500 lb
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	25.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 16" Silver Steel w/Black Hubcap
	Tires: 235/65R16C 121/119 R AS BSW
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper
	Black Rear Bumper w/1 Tow Hook
	Black Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Side Mirrors w/Convex Spotter
	Short-Arm Manual-Folding Power Adjust Mirrors

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD (✓ Complete)

Exterior	
	Light Tinted Glass
	Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Black Grille
	Front License Plate Bracket
	Sliding Rear Passenger Side Door
	Split Swing-Out Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
	Headlights-Automatic Highbeams
	Laminated Glass
Entertainment	
	Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
	Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front)
	Streaming Audio
	Fixed Antenna
	Bluetooth Wireless Phone Connectivity
	1 LCD Monitor In The Front
Interior	
	Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)
	4-Way Driver Seat
	4-Way Passenger Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Front Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning

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Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD (✓ Complete)

Interior	
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert
	Front Cloth Headliner
	Urethane Gear Shifter Material
	Vinyl Front Bucket Seats
	Partial Floor Console w/Storage and 3 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Front Only Vinyl/Rubber Floor Covering
	Cargo Space Lights
	Driver Alert
	Pre-Collision Assist w/Automatic Emergency Braking
	Passenger-Side B-Pillar Assist Handle
	Instrument Panel Bin, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Analog Appearance
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	3 12V DC Power Outlets
Safety-Mechanical	
	Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Lane-Keeping System Lane Departure Warning

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Data Version: 20628. Data Updated: Oct 5, 2023 6:38:00 PM PDT.

Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD (✓ Complete)

Safety-Interior	
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 20628. Data Updated: Oct 5, 2023 6:38:00 PM PDT.

We Are Columbia

MEETING DATE: November 21, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #4 for Project SS7382; Design of the Wastewater Compliance and Lift Station Maintenance Facility, as requested by Columbia Water on September 27, 2023. Award to Goodwyn Mills & Cawood, LLC in the amount of $71,000.00. The current term of the contract ends on December 31, 2023 and this amendment extends the contract base period to December 31, 2024. This firm is located in Columbia, SC.

REQUISITION NO.: R194923

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects - Compliance and Lift Station Maintenance - Capital Project Costs (5529999-SS738202-658650). The current budget amount is $382,915.00. The budget amount for this amendment is $71,000.00. The total revised budget amount is $453,915.00.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

PURPOSE:

The Columbia Disadvantaged Business Enterprise (CDBE) project goal of 10% was exceeded at 22.4% of the original contract amount of $330,000.00. With the approval of this contract amendment, the CDBE percentage is 20.09% of the revised contract amount of $453,915.00.

Goodwyn Mills & Cawood, LLC is the prime and will provide architectural services at 44.08% ($31,300.00) of the amendment amount.

The following subconsultants will provide additional services:

Chao & Associates, Inc., a Minority Business Enterprise and a Columbia Disadvantaged Business Enterprise (CDBE) of Columbia, SC, will provide floodplain mitigation engineering and structural engineering services at 10.49% ($7,450.00) of the amendment amount.

Rebecca M. Looney & Associates, a Minority Business Enterprise (W) and a Columbia

Disadvantaged Business Enterprise (CDBE) of Ballentine, SC, will provide landscape architecture services at 9.51% ($6,750.00) of the amendment amount.

Swygert & Associates, of Cayce, SC, will provide mechanical engineering services at 2.11% ($1,500.00) of the amendment amount.

Belka Engineering Associates, of Columbia, SC, will provide electrical engineering services at 4.23% ($3,000.00) of the amendment amount.

Goodwyn Mills & Cawood, LLC (Civil), of Columbia, SC, will provide civil engineering services at 29.58% ($21,000.00) of the amendment amount.

ATTACHMENTS:

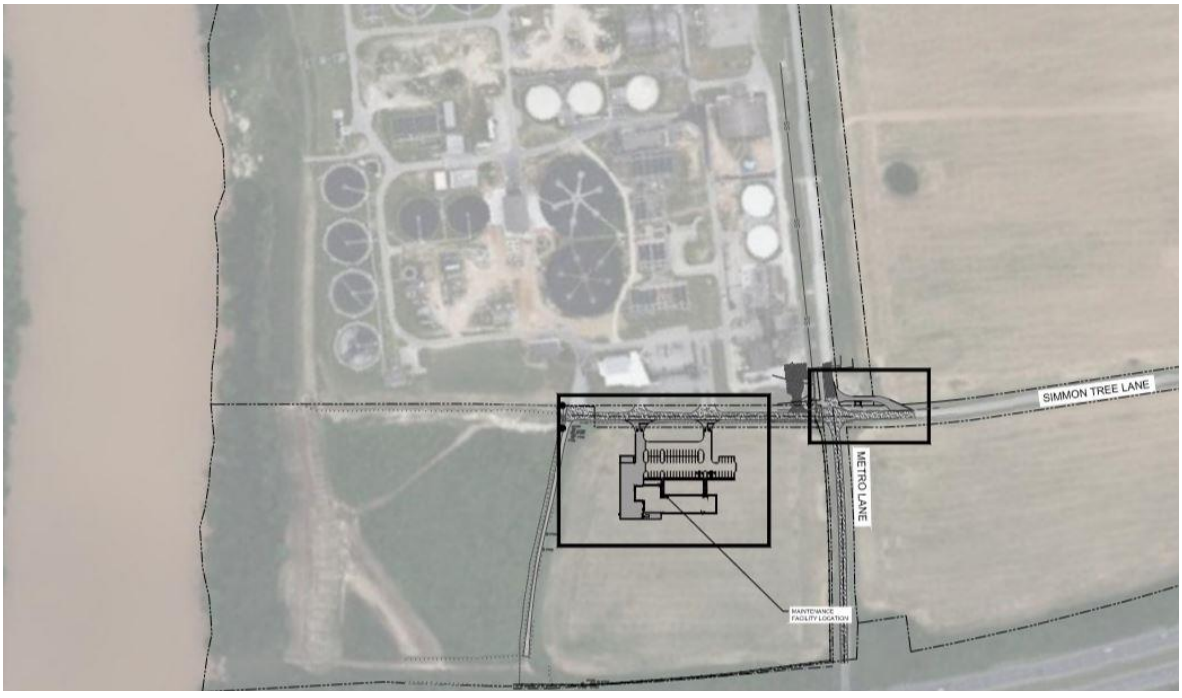
- **#a:** SS7382 Tear Sheet for Design CA No 4 (PDF)
- #b: MT Memo Item SS7382--WW Compliance and Lift Station Bldg CA#4 (PDF)
- #c: CA#4 GMC SS7382 WW Compliance Lift Station (PDF)
- #d: P&C Signed PO Mod SS7382 WW Compliance and Lift Station (PDF)
- #e: BIR -Subcontractors & OBO Form SS7382 (PDF)

Columbia Water

Wastewater Projects

SS7382 Metro WW Compliance and Lift Station Maintenance Bldg

Project Description:	The purpose of this project is to provide a new building consisting of office space, training, and pump station storage space at the Metro WWTP. The Metro WWTP currently has the WW compliance staff housed in a temporary location and the other staff is dispersed in other buildings along with the pump station equipment being stored in yet another location. This permanent facility will allow the associated staff member and their equipment be housed together. This CA#4 will allow for the design of a separate security and plant access phase in advance of the full project.
Objectives:	This project will provide for a safer and more efficient operation of the WW Compliance and Lift Station functions. Additionally, it will enhance security and control access to the Metro WWTP.
Project Type:	Improvements and Efficient Operations; Regulatory Compliance.
Council District:	System-wide
Project Funding:	This project's CA#4 is being funded through the City's Wastewater CIP at an estimated design fee of approximately $71,000.
Current Project Status:	A professional services agreement for design was approved in December 2019. Design for this CA#4 is scheduled to begin in Spring 2024.
Project Contact:	John Riggs, PE Deputy Director of Major Capital Projects 803.528.4238 |john.riggs@columbiasc.gov



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: November 21, 2023

Subject: Recommendation for Approval
Contract Amendment #4 – GMC, Inc.
SS7382—Wastewater Compliance and Lift Station Maintenance Building

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment #4 with GMC, Inc. in the amount not to exceed $71,000.00. This amendment also includes an extension of the current contract from December 31, 2023, to December 31, 2024.

The purpose of this amendment is to provide architecture and engineering design services required to separate a portion of this project into a standalone phase. This proposed phase will consist of several features to increase security measures at the Metro Wastewater Treatment Plant.

The Columbia Disadvantage Business Enterprise (CDBE) project goal of 10% was exceeded at 22.4% of the original contract amount of $330,000.00. With the approval of this contract amendment, the CDBE percentage is 20.09% of the revised contract amount of $453,915.00.

If you have questions or concerns, please do not hesitate to contact our office.

Contract Amendment #4

SS7382 Wastewater Compliance and Lift Station Maintenance Facility

RFQ013-18-19

Goodwyn, Mills & Cawood, LLC

October 5, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Goodwyn, Mills & Cawood, LLC (Engineer) executed December 2, 2019 (Agreement) to extend the Agreement from January 1, 2024 to December 31, 2024 and provide funding for additional civil, landscape, architectural, structural, electrical, mechanical, and flood analysis services to support a separate site and security package. This portion of services will be broken out from the current overall project to be bid as a separate, fully independent Phase 1 Project.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from December 11, 2019 to December 11, 2021; Purchase Order# P181910):	$330,000.00
Novation Agreement transfers contract from Goodwyn, Mills and Cawood, Inc. to Goodwyn, Mills and Cawood, LLC (Executed 11/16/2021); Purchase Order# P181910):	$0.00
Contract Amendment #1 (Funding Increase; Time Extension from December 12, 2021 to December 31, 2022; Purchase Order# P181910):	$33,815.00
Contract Amendment #2 (Funding Increase; Purchase Order# P181910):	$19,100.00
Contract Amendment #3 (Time Extension from January 1, 2023 to December 31, 2023; Purchase Order# P181910):	$00.00
Current Contract Amount:	**$382,915.00**
This Contract Amendment #4 (Funding Increase; Time Extension from January 1, 2024 to December 31, 2024; Purchase Order# P181910):	**$71,000.00**
Revised Contract Amount:	**$453,915.00**

This Change is Acceptable:

APPROVED AS TO FORM
Legal Department City of Columbia, SC
10/05/2023

Name of Firm
Goodwyn, Mills & Cawood, LLC

Marc Warren, AIA / Vice President
Print Name

Signature

10/10/2023
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date Witness

Goodwyn Mills Cawood

915 Lady Street
Suite C
Columbia, SC 29201

T (803) 766-1235

www.gmcnetwork.com

SS7382 - Wastewater Compliance and Lift Station Maintenance Facility
Amendment #4 – Phase 1 Site and Security Package / Time Extension

Max Morgan, PE
Project Manager, City of Columbia Water
1136 Washington Street
Columbia, SC 29201

Date: September 21, 2023

Re: **SS7382 - Wastewater Compliance and Lift Station Maintenance Facility**
Proposal for Additional Services and Request for Time Extension

Mr. Morgan,

The City of Columbia has asked Goodwyn Mills Cawood, LLC (GMC) to provide additional civil, landscape, architectural, structural, electrical, mechanical, and flood analysis services to support a separate site and security package, which will be broken out from the overall project to be bid as a separate, fully independent Phase 1 Project. Please see "Scope of Work" for our assumptions related to this work.

In addition to the request for Additional Services, Goodwyn Mills Cawood, LLC (GMC) is seeking a one-year extension to our contract with the City of Columbia. We are seeking an extension until 12/31/24. Funding has been delayed for the above-mentioned project and the project has been put on hold as a result.

SCOPE OF WORK:

- See attached for the general scope of work related to this Phase 1 Site and Security Package.
- This package will include:
  - Guard House
  - New Entry Gate / Sign
  - Security Gate Access Control (at guard house, the new gate, and the existing gate)
  - Site Perimeter Security Fencing
  - New Bypass Road
  - Required Civil Work
  - Associated Landscaping
- The anticipated budget for this work is $710,001. Please see the attached estimate.
- GMC will provide a bid package for the associated work, including drawings and specifications for permit and bidding. We will support and facilitate the permitting and bidding process with the City of Columbia and perform CA services until project completion.

PROJECT SCHEDULE:

We approach each project with professionalism and diligence and strive to maintain project schedule commitments. Please see below for an estimated project schedule:

Bid Document Production:	March 2024 – May 2024
Bidding and Negotiations:	June 2024 – August 2024
Construction Begins:	September 2024
Construction Complete:	January 2025

GMC

COMPENSATION:

Add Service Fees:

Civil:	$21,000
Landscape:	$6,750
Architectural:	$31,300
Structural:	$7,450
Electrical:	$3,000
Mechanical:	$1,500
Total:	**$71,000**

This Add Service will be added to the current Contract Amount.

Contract Amount as of CA #3:	$382,915
Contract Amount after CA #4:	**$453,915**

PAYMENT TERMS:

Professional services will be invoiced monthly in accordance with the status of the work. Payments are due 30 days from the invoice date, and are considered past due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

EXCLUDED SERVICES:

Any services not specifically outlined in this Amendment are excluded. By request of the owner, should services outside of this Amendment be required, GMC will submit a proposal for Additional Services to the Owner prior to performing the work.

FORM OF CONTRACT:

The previously executed standard version of AIA Document B101-2017, Standard Form of Agreement between Owner and Architect as described herein.

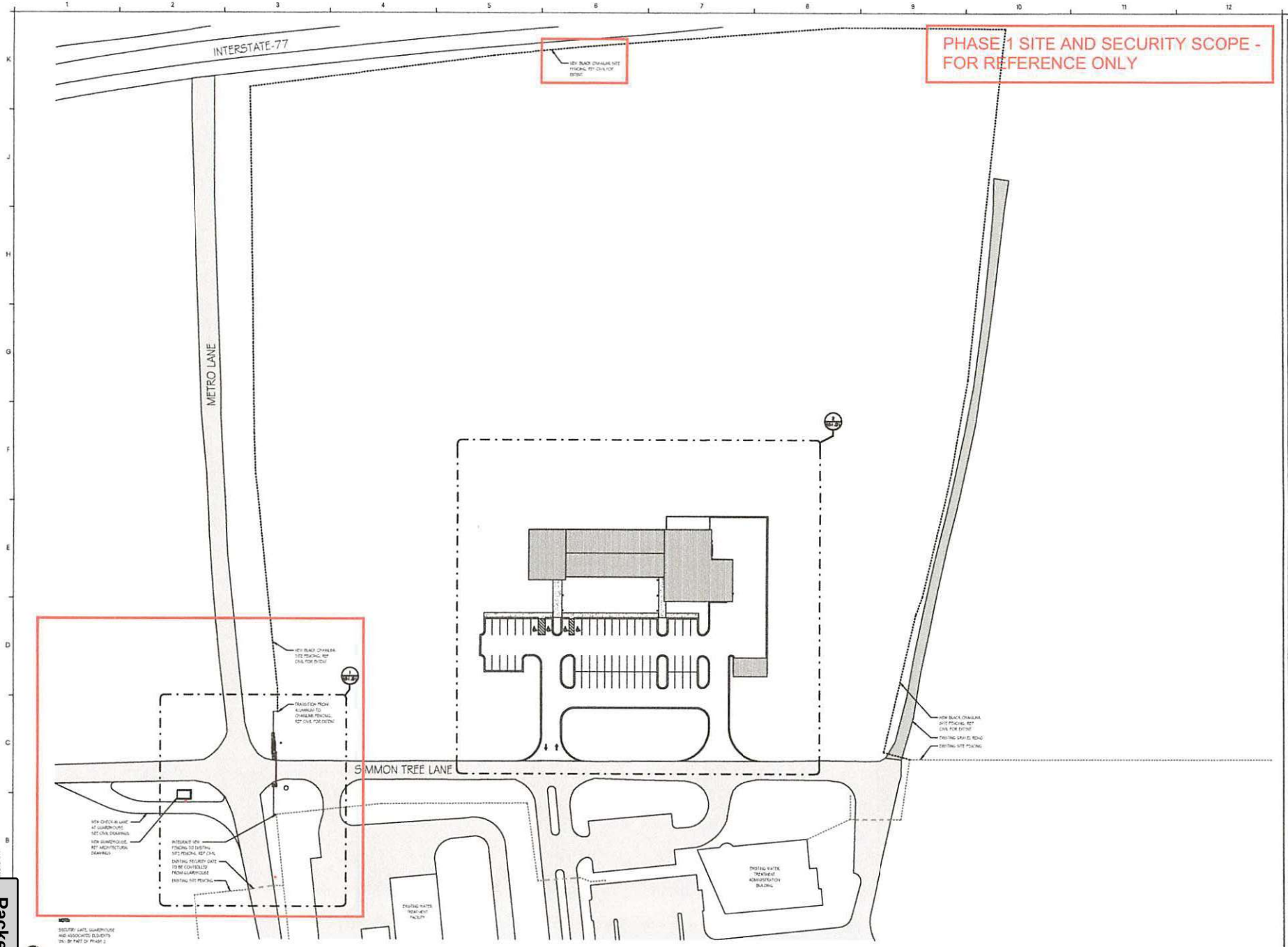
Please feel free to contact us at your convenience to discuss the terms of this proposal and any questions or concerns you may have. We are looking forward to continuing to work with you on this exciting project.

Sincerely,

Michael Wenzinger, AIA
Columbia Architecture Practice Leader

Accepted by:

Date



1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 40'-0"

TRUE NORTH

GMC

1219 Wayne Street
Columbia, SC 29201
T 803.724.1282
GMCNETWORK.COM

STATE OF SOUTH CAROLINA
GOODWYN, MILLS & CAWOOD, INC.
GREENVILLE, SC
No. 01039
REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
MICHAEL JACOB BENJAMIN
Greenville, SC
No. 9924
REGISTERED ARCHITECT

ISSUE	DATE
RFQ SET	05/01/23

DRAWN BY: HM
CHECKED BY: JL

ARCHITECTURAL SITE PLAN

WASTEWATER COMPLIANCE AND LIFT STATION MAINTENANCE FACILITY
COLUMBIA, SC

GMC # ACOL190007

AS1.00

Packet Pg. 344

15.c

ARCHITECTURAL
SITE PLAN

AS1.01

WASTEWATER COMPLIANCE AND
LIFT STATION MAINTENANCE
FACILITY
COLUMBIA, SC

GMC # ACOL190007

ISSUE	DATE
BID SET	05.02.22

DRAWN BY: HSA
CHECKED BY: JL

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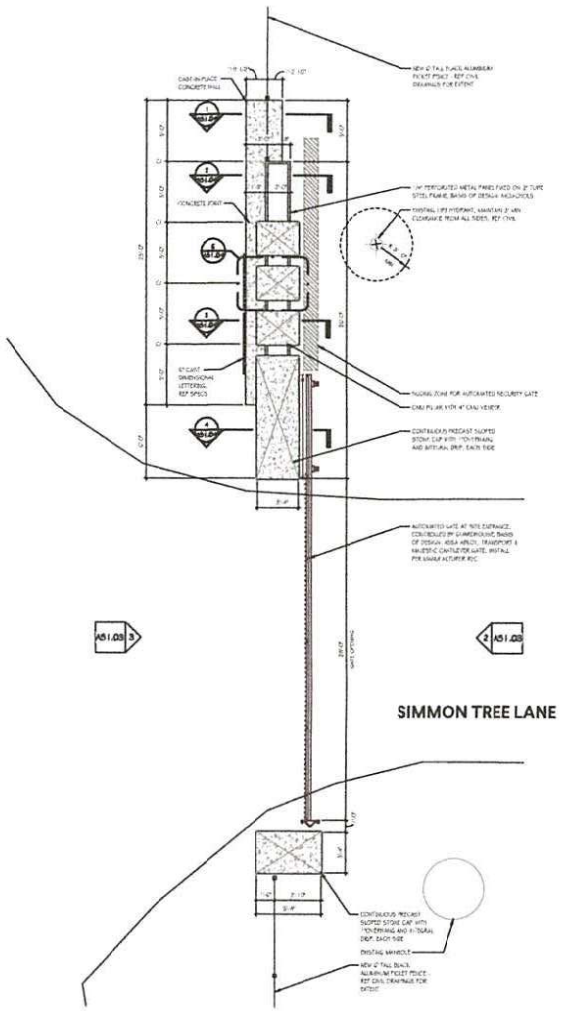
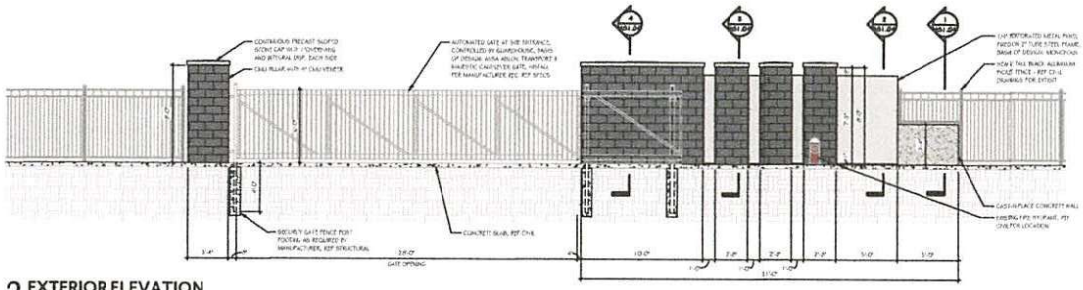
2 ARCHITECTURAL SITE PLAN AT BUILDING
SCALE: 1" = 20'-0"

1 ARCHITECTURAL SITE PLAN AT ENTRY
SCALE: 1" = 10'-0"



1 SITE ENTRY GATE ENLARGED
SCALE: 1/4" = 1'-0"



2 EXTERIOR ELEVATION
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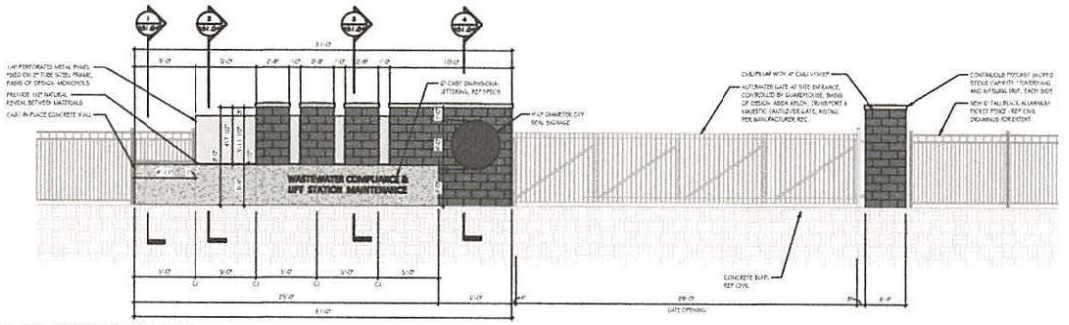

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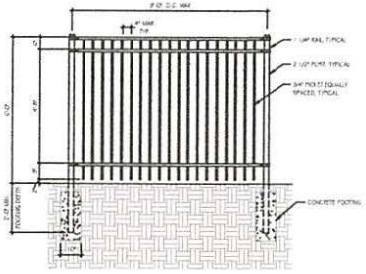
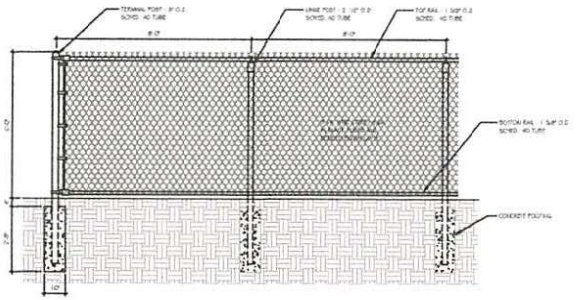
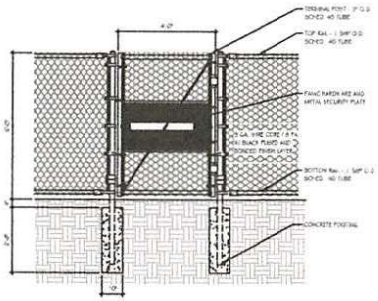


4 6' TALL BLACK ALUMINUM PICKET FENCE
SCALE: 1/2" = 1'-0"



5 6' TALL BLACK CHAINLINK FENCE
SCALE: 1/2" = 1'-0"



6 4' X 6' CHAINLINK FENCE GATE
SCALE: 1/2" = 1'-0"

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STATE OF SOUTH CAROLINA
GOODWYN, MILLS & CAWOOD, INC.
GREENVILLE, SC
No. 010089
REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
MICHAEL JACOB SCHUMPERT
Columbia, SC
No. 9924
REGISTERED ARCHITECT

ISSUE	DATE
BID SET	05.10.22

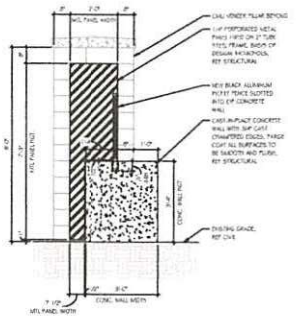
DRAWN BY: Author
CHECKED BY: JS

SITE ENTRY GATE

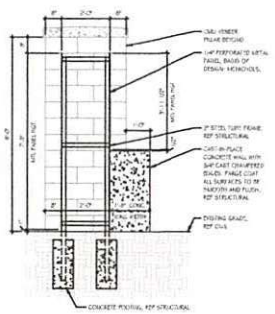
WASTEWATER COMPLIANCE AND LIFT STATION MAINTENANCE FACILITY
COLUMBIA, SC

GMC # ACOL190007

AS1.03



1 SECTURITY GATE SECTION
SCALE: 1/2" = 1'-0"



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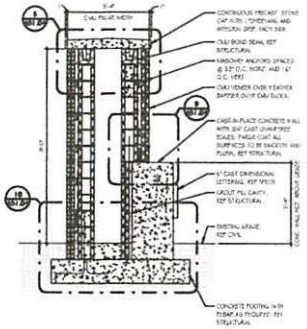

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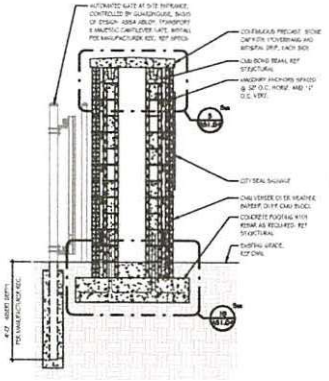

4 SECTURITY GATE SECTION
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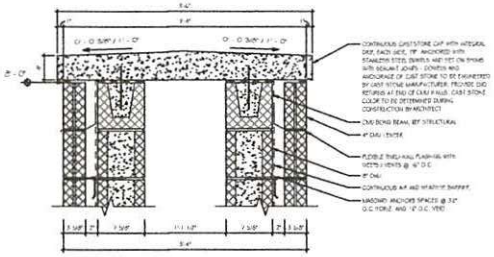
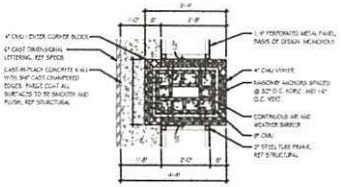
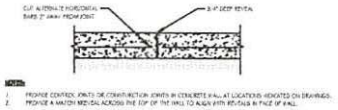


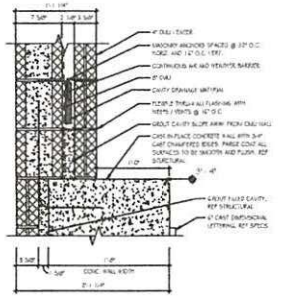
5 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"



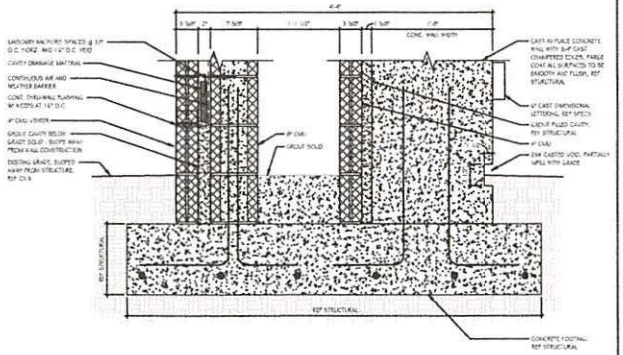
6 PLAN DETAIL
SCALE: 1/2" = 1'-0"



7 CONC. CONTROL JOINT DETAIL
SCALE: 1/2" = 1'-0"



9 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"



10 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"

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STATE OF SOUTH CAROLINA
GOODWYN, MILLS & CAWOOD, INC.
GREENVILLE, SC
No. 01009
REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
MICHAEL JACOB KNUDSEN
No. 9924
REGISTERED ARCHITECT

ISSUE	DATE
BID SET	05/10/22

DRAWN BY: Author
CHECKED BY: J.K.

SECURITY GATE AND FENCING DETAILS

WASTEWATER COMPLIANCE AND LIFT STATION MAINTENANCE FACILITY
COLUMBIA, SC

GMC # ACOL190007

AS1.04

sheet of

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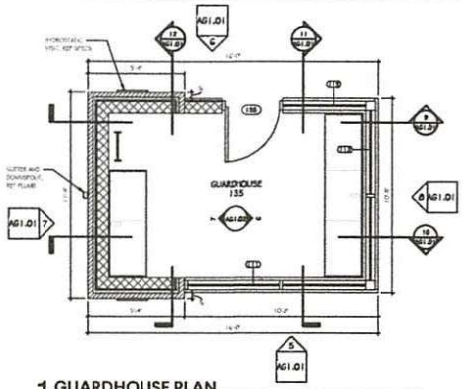
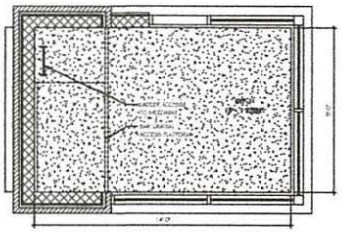


1 GUARDHOUSE PLAN
SCALE: 3/8" = 1'-0"



2 GUARDHOUSE - RCP
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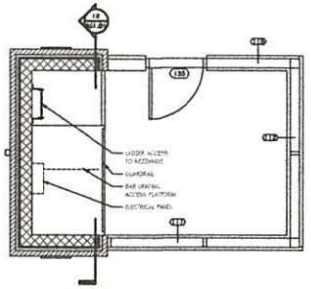

3 GUARDHOUSE MEZZANINE PLAN
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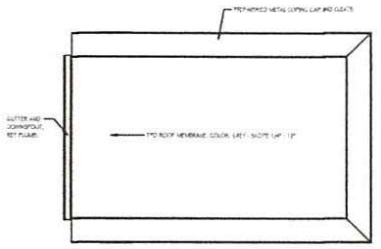
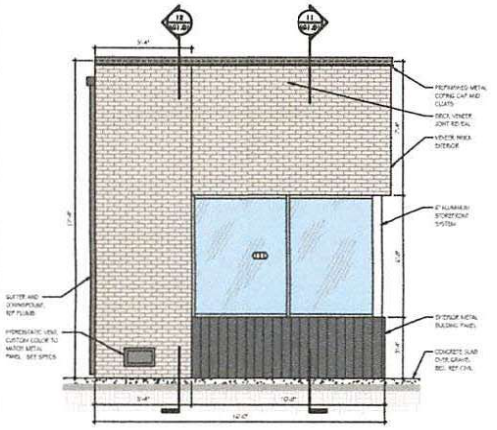
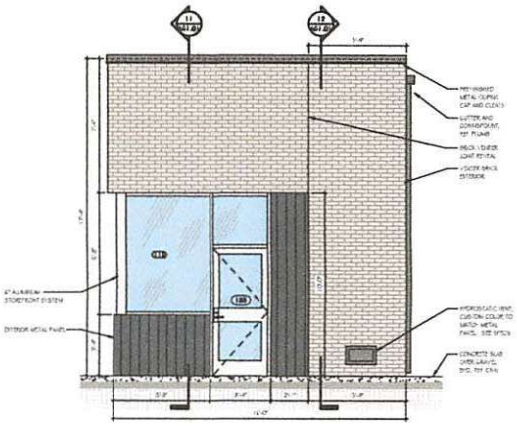


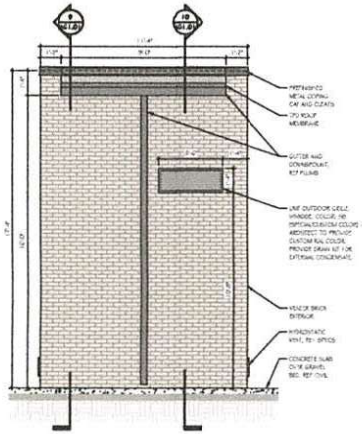
4 GUARDHOUSE ROOF PLAN
SCALE: 3/8" = 1'-0"



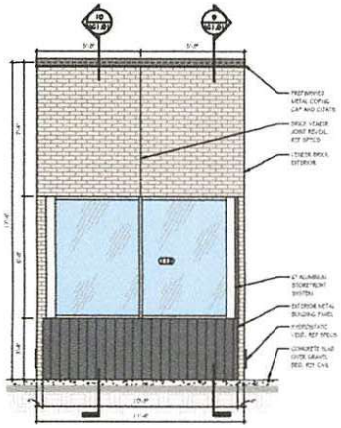
5 EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



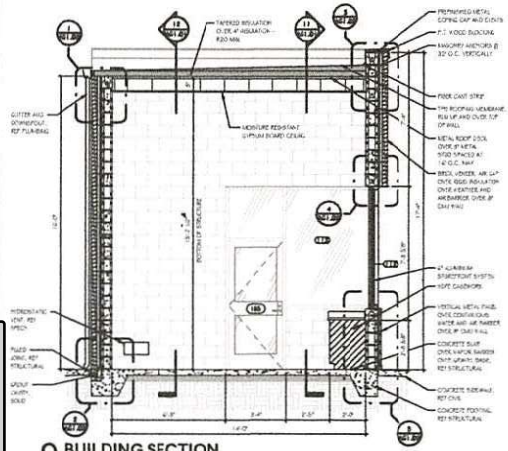
6 EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



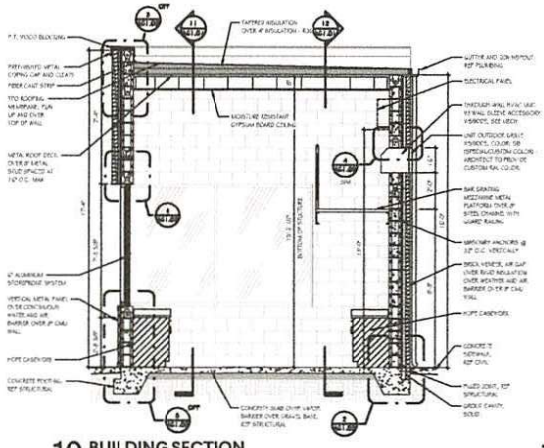
7 EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



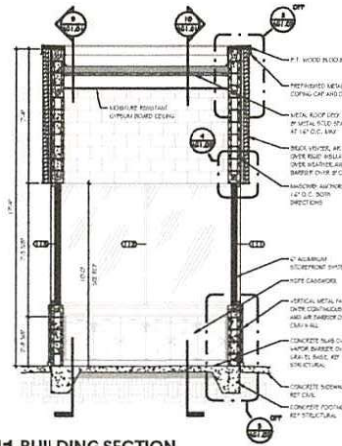
8 EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



9 BUILDING SECTION
SCALE: 3/8" = 1'-0"



10 BUILDING SECTION
SCALE: 3/8" = 1'-0"



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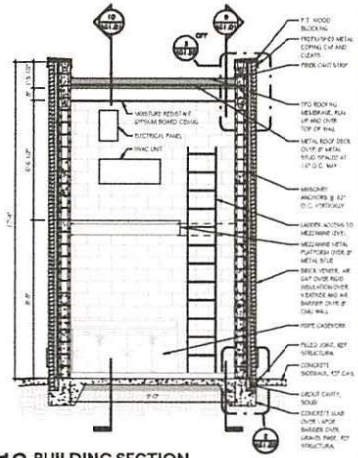
SCALE: 3/8" = 1'-0"



12 BUILDING SECTION
SCALE: 3/8" = 1'-0"

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STATE OF SOUTH CAROLINA
GOODWYN-MILLS & CAWOOD, INC
GREENVILLE, SC
No. 01009
REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
MICHAEL JACOB PETERSEN
No. 9624
REGISTERED ARCHITECT

ISSUE	DATE
90% CT	04/07/23

DRAWN BY: MD
CHECKED BY: JL

GUARDHOUSE

WASTEWATER COMPLIANCE AND LIFT STATION MAINTENANCE FACILITY
COLUMBIA, SC

GMC # ACOL190007

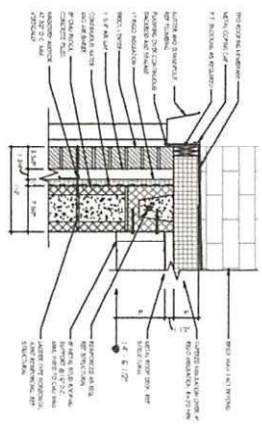
AG1.01

Packet Pg. 348

15.c

5/6/2022 2:21:39 PM TEMPLATE VERSION: 3.4

1 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"



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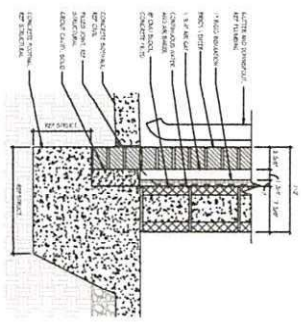

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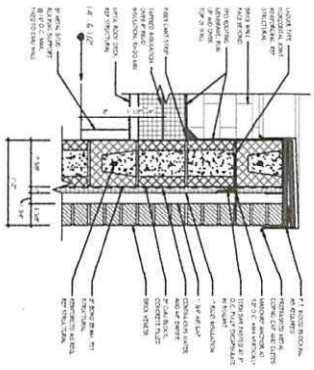

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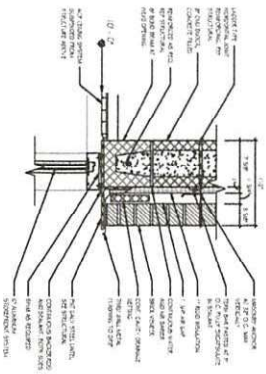

5 SECTION DETAIL
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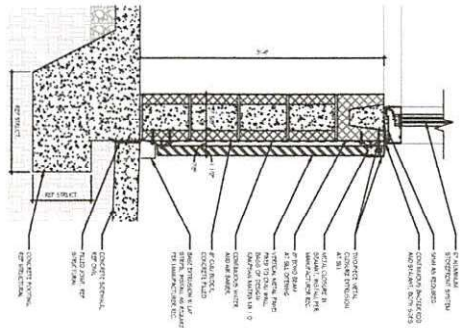
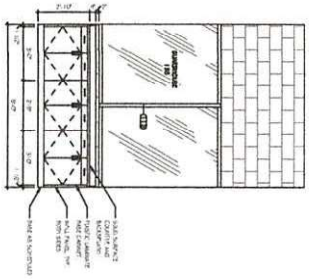


6 INT. ELEV.
SCALE: 3/8" = 1'-0"



7 INT. ELEV.
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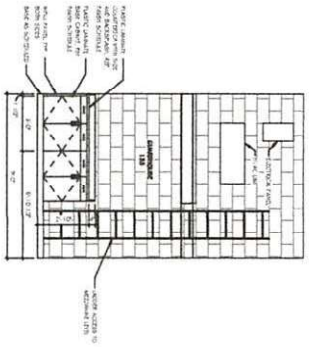

GUARDHOUSE	WASTEWATER COMPLIANCE AND LIFT STATION MAINTENANCE FACILITY COLUMBIA, SC
AG1.02 sheet of	GMC # ACOL190007

ISSUE	DATE
BID SET	05.02.22
DRAWN BY:	
CHECKED BY:	JL

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MCC
MATTHIESSEN COST CONSULTANTS LC

Construction Document Estimate - Phase 1

Update September 6, 2023

Wastewater Compliance & Maintenance Facility

City of Columbia
Columbia, South Carolina

Prepared for: Goodwyn, Mills and Cawood, Inc.
1219 Wayne St
Columbia, SC 29201
803-766-1235

Prepared By: Matthiessen Cost Consultants LC
125 Bay Pointe Drive
Chapin, SC 29036
803-960-1866

Notes:
- *This estimate is an Order of Magnitude opinion of probable cost and is prepared for budgeting and planning purposes.*
- *This estimate is based on Phase 1 Security Drawings (7 sheets) prepared September 2023.*
- *This estimate is for construction costs only and does not include soft costs such as A/E fees, Fixtures, Furnishings , and Equipment, etc.*

MCC
MATTHIESSEN COST CONSULTANTS LC

Construction Document Estimate Summary by Location

Update September 6, 2023

Wastewater Compliance & Maintenance Facility

Columbia, South Carolina

Offsite, Guard House, & Perimeter Fence

Div 2 -Sitework	$	293,240
Div 3 - Concrete	$	3,836
Div 4- Masonry	$	31,168
Div 5 - Metals	$	14,927
Div 6 - Wood	$	12,282
Div 7 - Thermal	$	12,633
Div 8 - Openings	$	26,080
Div 9 - Finishes	$	4,696
Div 10 - Specialties	$	85
Div 15 - Mechanical	$	2,775
Div 16 - Electrical	$	41,300
Construction Subtotal	$	443,020
GC General Conditions OH & P		174,372
Construction Subtotal	$	617,392
10% Owner Contingency	$	61,739
5% Escalation Contingency	$	30,870
Total Estimated Building Cost	**$**	**710,001**

MCC

Construction Document Estimate Detail

City of Columbia

Wastewater Compliance and Lift Station Maintenance Facility

Off Site,Guard House, & Perimeter Fence

Division 2 - Sitework Offsite	quantity	unit		total cost
Site Clearing & Demolition				
Clear, Strip & Stockpile Topsoil at Access Road	80	cy	$	240
Sawcut Asphalt for Power (gates, etc.)	130	lf	$	260
Remove Asphalt for Power (gates, etc.)	30	sy	$	900
			$	1,400
Erosion Control				
Grass Seed	4,000	sf	$	160
			$	160
Earthwork & Grading				
Grading at Access Road	100	cy	$	1,000
			$	1,000
Storm Drainage				
15" RCP	61	ea	$	2,440
			$	2,440
Water to Guard House		None	$	-
Sanitary Sewer to Guard House		None	$	-
Asphalt Paving				
Access Road Paving	413	sy	$	24,780
Patch Asphalt Paving at Cuts	30	sy	$	2,850
			$	27,630
Concrete Paving				
4" Concrete Sidewalk at Guard House		None	$	-
			$	-
Site Accessories				
Street & Directional Signs		ea	$	-
			$	-
Masonry Gate				
Pier & Cast Wall Footings	11	cy	$	5,335
Cast in Place Concrete Wall	10	cy	$	7,600
Parge Wall Smooth Finish	285	sf	$	2,850
8" x 16" CMU	820	ea	$	7,954
4" x 8" x 16" Smooth Face CMU at Columns	820	ea	$	14,555
Precast Column Caps 2'-10" x 3'-6"	3	ea	$	1,290
Precast Column Caps 5'-6" x 3'-6"	1	ea	$	840
Precast Column Cap 10'-2" x 3'-6"	1	ea	$	1,870
2" Steel Tube Frame	12	lf	$	1,080
1/4" Perforated Metal Panels	96	sf	$	4,128

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Construction Document Estimate Detail

City of Columbia

Wastewater Compliance and Lift Station Maintenance Facility

Mortar	49	bags	$	441
Sand	8	cy	$	328
Reinforcing Steel	0.6	tons	$	1,395
Grout Fill	3	cy	$	1,005
Masonry Ties	420	ea	$	210
CMU Cleaning	694	sf	$	312
City Seal 4 ft Diameter Allowance	1	ea	$	3,250
6" Cast Letters	43	ea	$	4,945
			$	59,388
Fence				
Perimeter Fence -6' Chain Link Black	2,530	lf	$	121,440
Aluminum Picket Fence	70	lf	$	10,850
Automatic Cantilever Gate 28 ft	1	ea	$	58,000
			$	190,290
Landscaping				
Irrigation Sleeves	100	lf	$	700
Irrigation Valves	2	ea	$	400
Heads & Piping	20	ea	$	900
Nuttall Oak 8 ft	8	ea	$	2,000
Respread Topsoil	80	cy	$	320
Sod - Bermuda	8,815	sf	$	6,611
			$	10,931
TOTAL SITEWORK			$	293,240

Division 3 - Concrete	*quantity*	*unit*		*total cost*
Concrete Misc				
Termite Pre-treatment	170	sf	$	43
			$	43
Slab on Grade				
Fine Grade Slab	170	sf	$	43
Form Slab Edge w/ Brick Ledge	112	sfca	$	532
Gravel Drainage under slab	3	cy	$	192
Vapor Barrier 15 mil Taped	200	sf	$	76
6x6 10/10 Wire Mesh Slab Reinf	200	sf	$	100
Rebar & Wire Mesh Supports	30	ea	$	30
Concrete in Slab on Grade 3000	11	cy	$	2,585
Place & Finish 4" Slab on Grade	170	sf	$	187
Curing Compound	170	sf	$	15
Saw-cut expansion Joints	28	lf	$	34
			$	3,793
TOTAL CONCRETE			$	3,836

MCC

Construction Document Estimate Detail
City of Columbia
Wastewater Compliance and Lift Station Maintenance Facility

Division 4 - Masonry	quantity	unit		total cost
Masonry Misc				
Scaffolding	930	sf	$	698
			$	698
CMU Veneer Masonry				
8" CMU	942	ea	$	9,844
8" CMU Lintel Blocks	171	ea	$	1,838
CMU Mortar	33	bags	$	396
Sand for CMU Mortar	5	cy	$	205
Durowall	860	lf	$	430
Corner Tees	55	ea	$	132
Reinforcing Steel	0.45	tons	$	1,553
Rebar Positioners	106	ea	$	60
Concrete Grout Fill	4	cy	$	1,820
CMU Cleaning	941	sf	$	423
			$	16,702
Brick Masonry				
Standard Size Brick - $400/thou material allowance	5	thou	$	11,160
Brick Mortar	33	bags	$	396
Sand for Brick Mortar	5	cy	$	205
Brick Veneer Anchors	382	ea	$	115
1" Rigid Insulation	682	sf	$	989
Wall Flashing	76	lf	$	285
Termination Bar	76	lf	$	190
Cavity Mortar Net	76	lf	$	125
Weep Holes	38	ea	$	11
Brick Cleaning	650	sf	$	293
			$	13,769
TOTAL MASONRY			$	31,168

Division 5 - Metals	quantity	unit		total cost
Structural Steel				
Mezzanine Floor Framing	24	sf	$	1,632
8" Metal Stud Roof Framing	170	sf	$	4,760
Roof Decking	170	sf	$	2,890
			$	9,282
Misc Steel				
Mezzanine Access Ladder	1	ea	$	2,000
Mezzanine Handrail	9	lf	$	2,385
Door & Window Lintels	36	lf	$	1,260
			$	5,645

MCC

Construction Document Estimate Detail
City of Columbia
Wastewater Compliance and Lift Station Maintenance Facility

TOTAL METALS			$	14,927

Division 6 - Wood	*quantity*	*unit*		*total cost*
Misc Carpentry & Blocking				
Storefront & Window Blocking	36	lf	$	252
Cabinet Blocking	15	lf	$	105
			$	357
Architectural Cabinets				
Base Cabinets	15	lf	$	7,125
Plastic Laminate Cabinet Tops	15	lf	$	4,800
			$	11,925
TOTAL WOOD			$	12,282

Division 7 - Thermal	*quantity*	*unit*		*total cost*
Insulation				
Fluid-Applied Air Barrier	770	sf	$	2,888
Rigid Insulation at Brick Veneer	in Masonry above		$	-
			$	2,888
Roofing & Wall Panels				
Metal Wall Panels	120	sf	$	3,360
TPO Roofing & Insulation	170	sf	$	4,080
Metal Coping	54	lf	$	1,620
			$	9,060
Gutters & Downspouts				
Gutters	9	lf	$	216
Downspouts	16	lf	$	384
			$	600
Joint Sealants				
Caulking & Sealants	170	sf	$	85
			$	85
TOTAL THERMAL			$	12,633

Division 8 - Openings	*quantity*	*unit*		*total cost*
Aluminum Storefront				
Alum Storefront Windows 110, 111, 112	196	sf	$	20,580
Glass & Alum Door 3' x 7'	1	ea	$	5,500
			$	26,080
TOTAL OPENINGS			$	26,080

MCC

Construction Document Estimate Detail
City of Columbia
Wastewater Compliance and Lift Station Maintenance Facility

Division 9 - Finishes	quantity	unit		total cost
Drywall				
Drywall Ceiling	170	sf	$	2,380
			$	2,380
Tile				
Interior Window Sills	28	lf	$	784
			$	784
Vinyl Flooring				
4" Rubber Base	44	lf	$	132
			$	132
Special Flooring				
Seal Concrete Floor	170	sf	$	383
			$	383
Painting				
Paint Interior CMU Walls	508	sf	$	762
Paint Drywall Ceiling	170	sf	$	255
			$	1,017
TOTAL FINISHES			$	4,696

Division 10 - Specialties	quantity	unit		total cost
Fire Extinguishers				
Fire Extinguishers	1	ea	$	85
			$	85
TOTAL SPECIALTIES			$	85

Division 11 - Equipment	quantity	unit		total cost
None				
TOTAL EQUIPMENT			$	-

Division 12 - Furnishings	quantity	unit		total cost
Window Treatments				
None		sf	$	-
			$	-
TOTAL FURNISHINGS			$	-

MCC

Construction Document Estimate Detail
City of Columbia
Wastewater Compliance and Lift Station Maintenance Facility

Division 13 - Special Const	quantity	unit		total cost
None				None
TOTAL SPECIAL CONSTRUCTION			$	-

Division 14 - Conveying	quantity	unit		total cost
None				None
TOTAL CONVEYING			$	-

Division 15 - Mechanical	quantity	unit		total cost
Fire Sprinkler				
Fire Sprinkler System		Not Required	$	-
			$	-
Plumbing				
None		ea	$	-
			$	-
HVAC				
TWU 1 Thru Wall Heat Pump	1	ls	$	2,775
			$	2,775
TOTAL MECHANCIAL			$	2,775

Division 16 - Electrical	quantity	unit		total cost
Electrical Power				
Power Service to Guard House	650	lf	$	17,225
Panel LG 208v 100A	1	ea	$	7,100
Power- Conduit, Wiring	170	sf	$	2,550
			$	26,875
Lighting				
A4S 2x4 LED	1	ea	$	280
A4SE 2x4 LED Emergency	1	ea	$	415
			$	695
Systems				
4" Telecom Conduit from New Building to Guard House	670	lf	$	9,380
Hand-holes for Conduits to Guard House	3	ea	$	4,350
			$	13,730
TOTAL ELECTRICAL			$	41,300

MCC

Construction Document Estimate Detail

City of Columbia

Wastewater Compliance and Lift Station Maintenance Facility

Construction Subtotal Direct Cost			$	443,020
Bldg Risk Insurance			$	2,702
GC General Conditions	6	mos	$	108,000
GC Business License			$	1,240
Building Permit			$	1,246
Subtotal			$	556,209
GC OH & Profit	10%		$	55,621
GC Performance & Payment Bond	1%		$	5,562
Construction Subtotal			**$**	**617,392**
Owner Contingency	10%		$	61,739
Escalation	5%		$	30,870
Total Estimated Construction Cost- Offsite, Guard House, & Perimeter Fence			**$**	**710,001**

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (DUNS # REQUIRED)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Chao & Associates, Inc. CAGE # 3HMY5 DUNS # 117818244	V001545	STRUCTURAL, FLOOD ANALYSIS	$65,450	14.42 %	MBE, SBE, LBE, CDBE	AM
Rebecca M Looney & Associates, Inc. DUNS # 003477911	7000077977	LANDSCAPE ARCHITECTURE	$25,750	5.67 %	WOSB (WOMEN OWNED AND HISPNAIC ORIGIN)	HF
Swygert & Associates, Ltd. DUNS # 860846351	N/A	MECHANICAL, PLUMBING ENGINEERING	$22,200	4.89 %	N/A	N/A
Belka Engineering Associates, Inc. DUNS # 926396151	N/A	ELECTRICAL ENGINEERING	$36,900	8.13 %	N/A	N/A
Matthiessen Cost Consultants, LLC	N/A	COST CONSULTANT	$8,500	1.87 %	N/A	N/A
Goodwyn Mills Cawood, LLC CAGE # 8TUY0 DUNS # 117818244	V014739	CIVIL ENGINEERING	$67,000	14.76 %	N/A	N/A

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
AM – Asian American Male
BF – African American Female
BM – African American Male
FB – Non-Minority Female Owned
HF – Hispanic American Female
HM – Hispanic American Male
NF – Native American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: $ 225,800.00

TOTAL CONTRACT AMOUNT: $ 453,915.00

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

Business Name: Goodwyn Mills Cawood, LLC

Representative Name/Title: Michael Wenzinger, AIA; Columbia Architecture Practice Leader

Date: 10.20.23

7/16/19 City of Columbia Form 0710 V.2

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Chao & Associates, Inc.
Company Name

7 Clusters Court
Physical Address

7 Clusters Court
Mailing Address

Columbia, SC 29210
City/State Zip Code + 4

(803) 772.8420
Phone number

(____) N/A
Fax number

Caleb Hughes
Primary Contact Name

Gerald Lee
Secondary Contact Name

calebh@chaoinc.com
Primary Contact Email Address

geraldl@chaoinc.com
Secondary Contact Email Address

57-0848493
Federal ID #

V001545
Vendor #

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

Rebecca M Looney And Associates, Inc.
Company Name

1048 Amick Drive
Physical Address

1048 Amick Drive
Mailing Address

Irmo, SC 29063
City/State Zip Code + 4

(803) 240.7990
Phone number

(____) N/A
Fax number

Rebecca Looney
Primary Contact Name

N/A
Secondary Contact Name

rmlooney@rebeccamlooney.com
Primary Contact Email Address

N/A
Secondary Contact Email Address

57-1101341
Federal ID #

7000077977
Vendor #

Federal ID # Vendor #

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

Swygert & Associates, Ltd.
Company Name

1315 State Street; Cayce, SC 29033
Physical Address

Post Office Box 111686
Mailing Address

Columbia, SC 29211-1686
City/State Zip Code + 4

(803) 791.9300 (____) N/A
Phone number Fax number

Todd F. Swygert Bill Livingston
Primary Contact Name Secondary Contact Name

michael.wenzinger@gmcnetwork.com marc.warren@gmcnetwork.com
Primary Contact Email Address Secondary Contact Email Address

85-4128572 V014739
Federal ID # Vendor #

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

Belka Engineering Associates, Inc.
Company Name

2519A Platt Springs Road
Physical Address

2519A Platt Springs Road
Mailing Address

West Columbia, SC 29169
City/State Zip Code + 4

(803) 731.0650 (____) N/A
Phone number Fax number

Clifton E. Stringfield Jason L. Areheart, PE
Primary Contact Name Secondary Contact Name

cstringfield@bea-consulting.com jareheart@bea-consulting.com
Primary Contact Email Address Secondary Contact Email Address

57-0998101 N/A
Federal ID # Vendor #

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

Matthiessen Cost Consultants, LLC
Company Name

125 Bay Pointe Drive
Physical Address

125 Bay Pointe Drive
Mailing Address

Chapin, SC 29036
City/State Zip Code + 4

(803) 960.1866 ( ) N/A
Phone number Fax number

Glenn Matthiessen N/A
Primary Contact Name Secondary Contact Name

gmatt8700@gmail.com N/A
Primary Contact Email Address Secondary Contact Email Address

267-21-6398 N/A
Federal ID # Vendor #

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

Goodwyn Mills Cawood, LLC
Company Name

915 Lady Street, Suite C
Physical Address

915 Lady Street, Suite C
Mailing Address

Columbia, SC 29201
City/State Zip Code + 4

(803) 766.1235 ( ) N/A
Phone number Fax number

Michael Wenzinger Marc Warren
Primary Contact Name Secondary Contact Name

michael.wenzinger@gmcnetwork.com marc.warren@gmcnetwork.com
Primary Contact Email Address Secondary Contact Email Address

85-4128572 V014739
Federal ID # Vendor #

OBO Columbia Disadvantaged Business Enterprise (CDBE)
Change Order/Amendment Addendum

OBO Verification	Contract/Change Order Amount	Prime Amount	Prime Percentage	CDBE Subcontractor Amounts	CDBE Subcontractor Percentages	All Other Subcontractor Amounts	All Other Subcontractor Percentages
Original Contract:	$ 330,000	$ 199,000	60.3%	$ 74,000	22.4%	$ 57,000	17.3%
CO# 1:	$ 33,815	$ 33,815	100%	$ 0	0%	$ 0	0%
CO# 2:	$ 19,100	$ 16,100	84.3%	$ 3,000	15.7%	$ 0	0%
CO# 3:	$ 0	$ 0	0%	$ 0	0%	$ 0	0%
CO#_:	$ 0	$ 0	0%	$ 0	0%	$ 0	0%
CO#_:	$ 0	$ 0	0%	$ 0	0%	$ 0	0%
CO#_:	$ 0	$ 0	0%	$ 0	0%	$ 0	0%
CO#_:	$ 0	$ 0	0%	$ 0	0%	$ 0	0%
CO#_:	$ 0	$ 0	0%	$ 0	0%	$ 0	0%
CO#_:	$ 0	$ 0	0%	$ 0	0%	$ 0	0%
This Change Order/Contract Amendment: (Increase)	$ 71,000	$ 31,300	44.1%	$ 14,200	20%	$ 25,500	35.9%
Revised Contract:	**$ 453,915**	**$ 280,215**	**61.73 %**	**$ 91,200**	**20.09 %**	**$ 82,500**	**18.18 %**

CDBE Project #/Name: _SS7382 WW Compliance Bldg_____ **Original COC CDBE Goal on Project:** __10%___

CO# / CA #: __04_____(Ex: 01, 02) **Change Order / Amendment Amount:** $_71,000_____

Revised Scope of Work / Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*):

The design team has been asked to create a new separate bid package for a portion of the work and to perform duplicate services associated with this second project, which requires Additional Services. The project has also been delayed due to funding, which necessitates that the Contract Time be extended.

Change Order/Amendment Type:

1. ☒ **Time Extension – New End Date:** 12/31/2024 (Please sign & return form if no cost)
2. ☒ **Funding Increase – Amount** (Please continue on to questions A, B, & C below)
3. ☐ **Funding Decrease – Amount** (Please continue on to questions A, B, & C below)
   A. **Are there any CDBE/DBE currently on this project that can perform the work within this change order/amendment? ☒ Yes ☐ No (If no, skip to B)**

   If yes, please list CDBE/DBE Chao & Associates Inc. and Rebecca M. Looney and Associates

   - **Amount of Change Order/Amendment to be received by the CDBE:** $14,200
   - **Please indicate the services the CDBE will be providing for this change order/amendment (in box below):**

B. Only complete this portion if your answer was "no" from questions A above.

- Please indicate in the body below any new CDBE and/or DBE firms that will be utilized for this CO/CA.

- If any CDBE/DBE will not be providing any services on this change order/amendment, please indicate why in the box below:

By signing below, all parties agree to the information submitted in this document. Additionally, the CDBE/DBE also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Goodwyn Mills Cawood, LLC (Prime Firm) this 21st day of September 20 23.

By: _____ Title: Columbia Architecture Practice Leader

EXECUTED by Chao and Associates, Inc. (CDBE/DBE Firm) this 26th day of September 20 23.

By: _____ Title: Structural Engineer

EXECUTED by Rebecca M Looney and Associates, Inc. (CDBE/DBE Firm) this _____ day of September 20 23.

By: _____ Title: President

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase, scope of work and time extension contract amendment. The CDBE project goal of 10% being exceeded at 22.4% with the original contract amount of $330,000.00. The CDBE Goal of 10% or higher must be maintained throughout the duration of the total project is based on total contract amount. If the amendment is approved the CDBE goal of 20.92% will be based off of the new contract amount of $453,915.00.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 27th day of September, 20 23.

By: LaTonya B Germany Title: Program Compliance Specialist

*If the change order/amendment is greater than $50,000, then the amendment must be approved by the City Council.

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a new Construction Contract for Project WM4773; Fire Hydrant Replacements within Water Maintenance Districts 2 & 5, as requested by Columbia Water on September 27, 2023. Award to Carolina Tap & Bore, Inc., in an amount not to exceed $589,339.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in West Columbia, SC.**

REQUISITION NO.: **R224868**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Columbia Water (5529999-WM477301-658650). The original budget is $589,339.80.**

CLEAN WATER 2020?: **No**

PURPOSE:

Carolina Tap & Bore, Inc. is the prime contractor and will provide fire hydrant replacements at 60.29% ($296,116.50) of the contract amount.

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

Fortiline Waterworks, located in Columbia, SC, will provide materials at 29.73% ($146,000.00) of the total contract amount.

LG Utility Contractors, Inc., a Minority Business Enterprise (W) located in Chapin, SC, will provide fire hydrant replacements at 9.98% ($49,000.00) of the total contract amount.

There were five (5) responsive and responsible bids received for this project under BID014-23-24-LB.

The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	$491,116.50

Contingency (20%)	$ 98,223.30
Total	$589,339.80

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- #b: BIR form for Bid014-23-24-LB (PDF)
- #c: Official_Bid_Tabulation_for_Bid014-23-24-LB (PDF)

Contract

City of Columbia, South Carolina

Fire Hydrant Replacements (Districts 2 & 5)

WM4773

BID014-23-24-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Carolina Tap & Bore, Inc.,** with legal address and principal place of business at **2430 Morningside Drive, West Columbia, SC 29169**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred eighty (180)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **two hundred ten (210)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Four Hundred Ninety-One Thousand One Hundred Sixteen Dollars and Fifty Cents ($491,116.50).** This Contract also provides for an additional contingency in the amount of **Ninety-Eight Thousand Two Hundred Twenty-Three Dollars and Thirty Cents ($98,223.30)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Three Hundred Fifty Dollars and Zero Cents ($350.00)** per day for each calendar day of delay until the Work is complete.

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

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

ARTICLE 8. ASSURANCE.

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Permits.

9.2.8 Districts 2 and 5 Mapbook.

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

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor	Owner
_____	City of Columbia, SC
BY	BY
_____	_____
	Teresa Wilson, City Manager
(CORPORATE SEAL)	
Attest	Attest
_____	_____
Address for giving notices:	Address for giving notices:
_____	Department of Procurement and Contracts
_____	1800 Main Street, 2nd Floor
_____	Columbia, SC 29201
Date: _____	Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortiline Waterworks	V001462	Materials	$146,000.00	29.73 %		
LG Utility Contractors, Inc.	V01645	Service	$49,000.00	9.98 %	WBE	FB
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male **BF** – African American Female
BM – African American Male **FB** – Non-Minority Female Owned **HF** – Hispanic American Female
HM – Hispanic American Male **NF** – Native American Female **NM** – Native American Male

COMBINED TOTAL SUB AMOUNT: $ 195,000.00

TOTAL CONTRACT AMOUNT: $ 491,116.50

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

Business Name: Carolina Tap & Bore, Inc.

Representative Name/Title: Richard Young / President

Date: 10/12/2023

5/3/22 City of Columbia Form 0710 V.2

Event Number	Bid014-23-24-LB	**Organization**	City of Columbia, SC
Event Title	Fire Hydrant Replacements (Districts 2 & 5)	**Workgroup**	Purchasing
Event Description	Invitation for Bid Opening will be held on O	**Event Owner**	LaTrelle Bowdry
Event Type	IFBs	**Email**	vasthi.bowdry@columbiasc.gov
Issue Date	10/5/2023 04:00:01 PM (ET)	**Phone**	
Close Date	10/13/2023 11:00:00 AM (ET)	**Fax**	**OFFICIAL BID TABULATION**

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Carolina Tap & Bore, Inc.	West Columbia	SC	10/13/2023 10:49:48 AM (ET)	1	$491,116.50
G H Smith Construction, Inc	Columbia	SC	10/12/2023 02:50:23 PM (ET)	1	$505,100.00
Williams Infrastructure, LLC	Lexington	SC	10/13/2023 10:30:09 AM (ET)	1	$515,322.00
Lake Murray Utility Company, Ir	Chapin	SC	10/13/2023 08:07:33 AM (ET)	1	$531,037.50
Shady Grove Construction, LLC	Irmo	SC	10/13/2023 10:14:19 AM (ET)	1	$667,629.00

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

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a new Construction Contract for Project WM4772; Fire Hydrant Replacements within Water Maintenance Districts 1 & 4, as requested by Columbia Water on September 27, 2023. Award to GH Smith Construction, Inc., in an amount not to exceed $880,200.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 180 days from commencement. This contractor is located in Columbia, SC.**

REQUISITION NO.: **R224868**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Columbia Water (5529999-WM477301-658650). The original budget amount is $880,200.00.**

CLEAN WATER 2020?: **No**

PURPOSE:

GH Smith Construction, Inc., is the prime contractor and will provide fire hydrant replacement at 55.70% ($408,593.89) of the contract amount.

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

Smoak Construction, LLC, a Minority Business Enterprise (W) located in Little Mountain, SC, will provide fire hydrant installation at 10.00% ($73,350.00) of the total contract amount.

Fortiline Waterworks, located in Columbia, SC, will provide hydrants/fittings and valves at 31.43% ($230,556.11) of the total contract amount.

Argos, located in Columbia, SC, will provide concrete at 2.18% ($16,000.00) of the total contract amount.

Reeves Construction, located in Columbia, SC, will provide asphalt at 0.69% ($5,000.00) of the total contract amount.

There were four (4) responsive and responsible bids received for this project under BID013-23-

24-LB.

The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	$733,500.00
Contingency (20%)	$146,700.00
Total	$880,200.00

ATTACHMENTS:

- **#a:** Contract approved by Legal (1) (PDF)
- #c: Official Bid Tabulation (1) (XLSX)
- #d: BIR Form (PDF)

Contract

City of Columbia, South Carolina

Fire Hydrant Replacements (Districts 1 & 4)

WM4772

BID013-23-24-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **GH Smith Construction, Inc.,** with legal address and principal place of business at **430 Shuler Court, Columbia, SC 29212**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred (180)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **two hundred ten (210)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Seven Hundred Thirty-Three Thousand Five Hundred Dollars and Zero Cents ($733,500.00).** This Contract also provides for an additional contingency in the amount of **One Hundred Forty-Six Thousand Seven Hundred Dollars and Zero Cents ($146,700.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Three Hundred Fifty Dollars and Zero Cents ($350.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Three Hundred Fifty Dollars and Zero Cents ($350.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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

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

ARTICLE 8. ASSURANCE.

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Permits.

9.2.8 Districts 1 and 4 Mapbook.

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

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor	Owner City of Columbia, SC
_____	_____
BY	BY
_____	_____ Teresa Wilson, City Manager
(CORPORATE SEAL)	
Attest	Attest
_____	_____
Address for giving notices:	Address for giving notices:
_____	Department of Procurement and Contracts
_____	1800 Main Street, 2nd Floor
_____	Columbia, SC 29201
Date: _____	Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Event Number	Bid013-23-24-LB	**Organization**	City of Columbia, SC
Event Title	Fire Hydrant Replacements (Districts 1 & 4)	**Workgroup**	Purchasing
Event Description	Invitation for Bid Opening will be October 1	**Event Owner**	LaTrelle Bowdry
Event Type	IFBs	**Email**	vasthi.bowdry@columbiasc.gov
Issue Date	10/5/2023 03:50:00 PM (ET)	**Phone**	
Close Date	10/13/2023 10:00:00 AM (ET)	**Fax**	**OFFICIAL BID TABULATION**

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
G H Smith Construction, Inc	Columbia	SC	10/12/2023 02:13:53 PM (ET)	1	$733,500.00
Carolina Tap & Bore, Inc.	West Columbia	SC	10/12/2023 11:17:49 AM (ET)	1	$744,000.00
Williams Infrastructure, LLC	Lexington	SC	10/12/2023 08:37:10 PM (ET)	1	$758,939.00
Lake Murray Utility Company, Ir	Chapin	SC	10/13/2023 08:06:08 AM (ET)	1	$783,142.50

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

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Smoak Construction LLC 989 Holy Trinity Ch. Rd Little Mtn., SC 29075 DUN#013744192	V017037	Fire Hydrant install	$73,350.00	10.00%	WBE, LBE	FB
Reeves Construction Columbia, SC		Asphalt	$5,000.00	0.6890%		
Fortiline Waterworks 120 N. Shorecrest Dr Columbia SC 29212		Hydrants / Fittings, Valves	$230,556.11	31.43%		
Argos Columbia, SC		Concrete	$16,000.00	. 2.18%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
AM – Asian American Male
BF – African American Female
BM – African American Male
FB – Non-Minority Female Owned
HF – Hispanic American Female
HM – Hispanic American Male
NF – Native American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: $__324,906.11_____

TOTAL CONTRACT AMOUNT: $__733,500.00____

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

Business Name: __GH Smith Construction Inc_____

Representative Name/Title: _____Gerald H Smith, President_____

Date: 10/13/23

/23

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve Contract Amendment #1 for Project SD8450; Stormwater Program Management Services, as requested by Columbia Water on September 29, 2023. Award to Woolpert, Incorporated in the amount of $2,040,000.00. This is year two of the initial contract term and this amendment provides funding for year two. The initial term of the contract ends on October 23, 2025. This firm is located in Columbia, SC.**

REQUISITION NO.: **R218601**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Stormwater Improvement Capital Project Control - Project Management System Improvements Project - Capital Project Costs (5549999-SD845001-658650) $1,830,000.00; Engineering Storm Water Improvements - Special Contracts-W/S, SW (5534202-638305) $210,000.00. The current budget amount is $1,948,000.00. The budget amount for this amendment is $2,040,000.00. The total revised budget amount is $3,988,000.00.**

PURPOSE:

Woolpert, Inc. is the prime consultant and will provide capital improvement project services, asset management program services, program management, and other services at 85.85% ($1,751,319.57) of the amendment amount.

The following subconsultants will provide additional services:

Chao & Associates, a Minority Business Enterprise located in Columbia, SC, will provide engineering, inventory, mapping, easement/right-of-way, and construction management services at 7.39% ($150,870.00) of the amendment amount.

HDR, Inc., located in Columbia, SC, will provide public outreach, easement/right-of-way, low impact development, green stormwater infrastructure design and evaluation, and public/private partnership services at 0.70% ($14,271.08) of the amendment amount.

P.J. Noble & Associates, Inc., a Minority Business Enterprise (W) located in Columbia, SC, will provide public meetings and outreach services at 4.43% ($90,339.34) of the amendment

amount.

Southern Commercial Development, LLC, a Minority Business Enterprise (W) located in Lexington, SC, will provide traffic control services at 0.16% ($3,200.01) of the amendment amount.

Clemson University, located in Clemson, SC, will provide public/private partnership and student education services at 1.47% ($30,000.00) of the amendment amount.

ATTACHMENTS:

- **#a:** MT Memo SD8450 Stormwater Bond Program Management Services Tear Sheet 09.21.2023... (PDF)
- #b: CA#1 Program Management Services Woolpert SD8450 (2) (PDF)
- #c: P&C Signed PO Mod form SD8450 Program Management Services for Stormwater Bond (PDF)
- #d: Business Information Record for SD8450 Subconsultants Subcontractors (... (PDF)

Columbia Water

Stormwater Projects

SD8450 – Stormwater Bond Program Management Services, Asset Collection and Condition Assessment Services, Operation & Maintenance Support Services

Project Description:	This project includes services to assist the City's stormwater staff in all activities necessary to operate, maintain, improve, administer, and provide stormwater management of the City's stormwater system and to facilitate and integrate activities that benefit and improve watershed conditions across the City's stormwater service area. This project also includes services to assist the City with the administration of stormwater capital improvement projects (CIPs). The task breakdown from the 2024 calendar year scope is attached.
Objectives:	This project provides support services to assist stormwater staff in the management of the Stormwater Bond Program, the continued collection and condition assessment of the City's stormwater infrastructure, and support for operation & maintenance activities for the City's stormwater system.
Project Type:	Program Management Services
Council District:	1, 2, 3, and 4
Project Funding:	This project is being funded through a combination of the City's Stormwater Bond Program and the City's stormwater operating fund. Annual funding varies depending on current program needs, but is generally around $2 million. **Council is asked to approve funding in the amount of $2,040,000 for the 2023-2024 contract year.**
Current Project Status:	The three-year (with the option to renew for an additional two years) Stormwater Bond Program Management Services contract was executed in October 2022. Woolpert was selected through a competitive RFQ process and submitted with a project team that includes Chao & Associates Inc, PJ Noble & Associates Inc, HDR Engineering, and WE3 Consulting. The program management team assists the City with CIP Project implementation, stormwater system inventory and condition assessment services, public outreach, construction administration services, stormwater program policy development, response to emergency stormwater system needs, urgent maintenance concerns, as well as other duties as assigned.
Project Contact:	Frances Bryan, PE Assistant City Engineer – Design 803.545.3544 |frances.bryan@columbiasc.gov https://columbiascwater.net/capital-improvement-projects/

Woolpert's proposed scope for the 2024 calendar year is broken out into three main parts with each part having a number of tasks identified. Below is a description of the program goals relevant to each scope part, as well as a listing of the tasks included in that part.

Part 1: Capital Improvement Project (CIP) Services

Under Part 1 of the project scope, Woolpert will provide a range of services all directed at supporting City staff in the successful implementation of storm drainage CIPs. These services span the lifecycle of a CIP, from the earliest part of project development through the construction closeout process.

Task 1 - Project Identification / Prioritization
Task 2 - Concept Plan Development
Task 3 - Construction Plan Review and Approval
- *Project Plans*
- *Identify LID/GI Opportunities*
- *Calculating Pollutant Trapping Efficiencies*
- *Value Engineering*
- *Compliance with City's Design Standards*
- *Constructability Review*
- *SWMM Model Review and Development Services*

Task 4 - Project Permitting
Task 5 - Construction Administration / Inspections / Project Closeout
- *Bid Phase Services*
- *Construction Administration Services*

Task 6 - Maintenance Easement Review and Acquisition Services
Task 7 - Project Management / Other

Part 2: Asset Management Program Services

Under Part 2 of the project scope, Woolpert will continue to assist the City with its implementation of an asset management program for stormwater. This assistance includes the completion of inventory data collection and database integration for stormwater infrastructure in GIS. Services also include the ongoing assessment of critical infrastructure and identification of assets for detailed inspection and repair. Under this contract, the Woolpert team will also perform operation & maintenance functions as needed to supplement City crews and to keep City owned storm drainage assets functioning as designed.

Task 1 - Goal Setting
Task 2 - Asset Criticality
- *Criticality Analysis*
- *Maintenance for Various Stormwater Assets*
- *CCTV of Stormwater Pipes*

Task 3 - Inventory Assessment
Task 4 - Policy Development
Task 5 - Strategy Documents
- *Data Management Strategy, Life Cycle Analysis Strategy*

Task 6 - Field Data Collection Procedures
- *Stormwater Inventory Assessment and Geodatabase Recommendations*
- *Inventory Data Collection for Man-made Systems*
- *Inventory Data Collection for Natural Systems*
- *Field Data Collection and Data Management Training*

Task 7 - Condition Assessment
Task 8 - Asset Management Plan

Task 9 - Operation & Maintenance (O&M) of Storm Drainage Assets
- *Existing O&M (Annually Occurring)*
- *On-Call O&M Services*

Task 10 - Technical Support and On-Call GIS Services
Task 11 - Project Management / Other

Part 3: Program Management and Other Services

The third part of this project scope includes services to generally support program implementation. These services will include public outreach activities conducted in support of the stormwater program implementation. Services may also include specialized support not anticipated at the time of this contract request, for example, technical demonstrations for staff on technologies which the City is adopting or discussions with program leadership regarding emerging trends in stormwater in the Southeast.

Task 1 - Kickoff Meeting
Task 2 - Public Outreach Services
Task 3 - Project Administration
Task 4 - Other Duties as Assigned

Contract Amendment #1

SD8450 Program Management Services for Stormwater Bond

Woolpert, Incorporated

RFQu009-21-22-NMJ

October 13, 2023

Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and Woolpert, Incorporated (Consultant) dated October 19, 2022 (Agreement) to provide funding for the continuation of Capital Improvement Project support services and storm drainage maintenance services.

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 Amount (Term October 24, 2022 – October 23, 2025; PO# P196402):	$1,948,000.00
Current Contract Total:	**$1,948,000.00**
This Change Amendment #1 (Cost Increase; PO# P196402):	**$2,040,000.00**
Revised Contract Price:	**$3,988,000.00**

This Change is Acceptable:

APPROVED AS TO FORM
Legal Department City of Columbia, SC
10/17/2023

Name of Firm
Woolpert, Incorporated

Jason P. Johns
Print Name

Signature

10/17/2023
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

Columbia Water

Stormwater Projects

SD8450 – Stormwater Bond Program Management Services, Asset Collection and Condition Assessment Services, Operation & Maintenance Support Services

Project Description: This project includes services to assist the City's stormwater staff in all activities necessary to operate, maintain, improve, administer, and provide stormwater management of the City's stormwater system and to facilitate and integrate activities that benefit and improve watershed conditions across the City's stormwater service area. This project also includes services to assist the City with the administration of stormwater capital improvement projects (CIPs).

Objectives: This project provides support services to assist stormwater staff in the management of the Stormwater Bond Program, the continued collection and condition assessment of the City's stormwater infrastructure, and support for operation & maintenance activities for the City's stormwater system.

Project Type: Program Management Services

Council District: 1, 2, 3, and 4

Project Funding: This project is being funded through a combination of the City's Stormwater Bond Program and the City's stormwater operating fund. Annual funding varies depending on current program needs, but is generally around $2 million. **Council is asked to approve funding in the amount of $2,040,000 for the 2023-2024 contract year.**

Current Project Status: The three-year (with the option to renew for an additional two years) Stormwater Bond Program Management Services contract was executed in October 2022. Woolpert was selected through a competitive RFQ process and submitted with a project team that includes Chao & Associates Inc, PJ Noble & Associates Inc, HDR Engineering, and WE3 Consulting. The program management team assists the City with CIP Project implementation, stormwater system inventory and condition assessment services, public outreach, construction administration services, stormwater program policy development, response to emergency stormwater system needs, urgent maintenance concerns, as well as other duties as assigned.

Project Contact:
Frances Bryan, PE
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https://columbiascwater.net/capital-improvement-projects/

SCOPE OF SERVICES

Stormwater CIP Bond Program Management Services, Asset Collection and Condition Assessment Services, Operation & Maintenance Support Services (2024)

Work Order #2

Introduction

Woolpert (referred to herein as the Program Manager (PM) has completed the first five (5) year contract period to assist the City in managing their Stormwater Capital Improvement Project (CIP) Bond Management Program and to help alleviate staff workload and further strengthen the City's Stormwater Management Program. This scope of services is for the **second year** of the second 5-year contract. Woolpert's primary function has been to act as an extension of City staff – assisting where needed and providing beneficial recommendations and guidance. The goal is to reduce City staff's workload, not increase it. The requested assistance is divided into three (3) parts: 1) Capital Improvement Project (CIP) Services, 2) Asset Management Program Services, and 3) Program Management and Other Services. Each part describes tasks that are either a continuation of work that started during the first 5-year contract period or new tasks identified within Woolpert's proposal for the second 5-year contract period.

For clarity purposes, definitions of various terms found within this scope of services are as follows:

Stormwater Management Program	All activities necessary to operate, maintain, improve, administer, and provide stormwater management of the City's stormwater system and to facilitate and integrate activities that benefit and improve watershed conditions across the City's stormwater service area.
Stormwater CIP Bond Program **(The Program)**	All activities necessary to complete the stormwater CIPs approved to be completed within the City within the next five years.
Stormwater CIP Bond Program Management Project **(The Project)**	The activities and the implementation of the tasks within this scope of services.
Stormwater System	Consists of curb inlets, catch basins, pipes, open ditches, natural streams, wetlands, ponds, lakes, and stormwater detention and water quality facilities.
Woolpert – Program Manager **(The PM)**	Includes all Woolpert and/or subconsultant staff who make up the program management team charged with implementing the tasks within this scope of services.

Throughout the Project, the City and the PM will potentially be working with various parties related to the Project. The relationships among these parties are described below:

City and Designers – The City has and will enter into separate agreement(s), the "City-Designer Agreement", with one or more Designers to provide for the design of stormwater CIPs, other smaller scale stormwater system improvement projects, and certain design-related services during the construction phase of these projects.

City and Contractors – The City has and will enter into separate contract(s) with one or more Contractors for the construction of the project(s). The Contractor will perform all operations as required by project contract documents, which include furnishing all labor, materials, tools, equipment, supplies, services, and supervision.

Working Relationship – In providing the PM's services described in this agreement, the PM with endeavor to maintain, on behalf of the City, a working relationship with the Designer(s) and Contractor(s). In most cases, communications between Woolpert and the City will occur between the Woolpert project manager and the City.

Limitations – Nothing in this scope of services will be construed to mean that the PM assumes any of the responsibilities or duties of the Contractor(s) or the Designer(s). The Contractor will be solely responsible for construction means, methods, techniques, sequences, and procedures used in the construction of the Project(s) and for the safety of its personnel, property, and its operations and for performing in accordance with the contract between the City and Contractor. The Designer is solely responsible for the design requirements and design criteria of the Project(s) and will perform in accordance with the agreement between the Designer and the City. The PM's services will be rendered compatibly and in cooperation with the services provided by the Designer under the agreement between the City and Designer. It is not intended that the services of the Designer and the PM be competitive or duplicative, but rather complementary. The PM will be entitled to rely upon the Designer for the proper performance of services undertaken by the Designer pursuant to the agreement between City and the Designer.

Fee Determination – Fees have been developed (see Part 3: Program Management and Other Services) for tasks where an hourly estimate could be developed to complete a task. Otherwise, tasks in the scope will be assigned a fee bank that will be used for tasks as requested by the City until the fee bank is depleted. Additional fee may be requested from the City in the case that the fee bank balance is insufficient to complete requested tasks within the contract period.

The basic services to be provided are as follows: (SEE NEXT PAGE)

SCOPE OF SERVICES OUTLINE (WORK ORDER #2 – Second Contract Period)

Part 1: Capital Improvement Project (CIP) Services

Task 1 - Project Identification / Prioritization
Task 2 - Concept Plan Development
Task 3 - Construction Plan Review and Approval
- *Project Plans*
- *Identify LID/GI Opportunities*
- *Calculating Pollutant Trapping Efficiencies*
- *Value Engineering*
- *Compliance with City's Design Standards*
- *Constructability Review*
- *SWMM Model Review and Development Services*

Task 4 - Project Permitting
Task 5 - Construction Administration / Inspections / Project Closeout
- *Bid Phase Services*
- *Construction Administration Services*

Task 6 - Maintenance Easement Review and Acquisition Services
Task 7 - Project Management / Other

Part 2: Asset Management Program Services

Task 1 - Goal Setting
Task 2 - Asset Criticality
- *Criticality Analysis*
- *Maintenance for Various Stormwater Assets*
- *CCTV of Stormwater Pipes*

Task 3 - Inventory Assessment
Task 4 - Policy Development
Task 5 - Strategy Documents
- *Data Management Strategy, Life Cycle Analysis Strategy*

Task 6 - Field Data Collection Procedures
- *Stormwater Inventory Assessment and Geodatabase Recommendations*
- *Inventory Data Collection for Man-made Systems*
- *Inventory Data Collection for Natural Systems*
- *Field Data Collection and Data Management Training*

Task 7 - Condition Assessment
Task 8 - Asset Management Plan
Task 9 - Operation & Maintenance (O&M) of Storm Drainage Assets
- *Existing O&M (Annually Occurring)*
- *On-Call O&M Services*

Task 10 - Technical Support and On-Call GIS Services
Task 11 - Project Management / Other

Part 3: Program Management and Other Services

Task 1 - Kickoff Meeting
Task 2 - Public Outreach Services
Task 3 - Project Administration
Task 4 - Other Duties as Assigned

Part 1: Capital Improvement Project (CIP) Services

Introduction

The Columbia Water program is designed to identify and fund construction projects for upgrading, rehabilitating, or expanding the City's infrastructure. Columbia Water includes projects for the drinking water treatment and distribution system, the wastewater collection and treatment system, the stormwater drainage system, street-scaping, and other projects as identified by the City. The City typically develops a 5-year CIP list with projects allotted to different years based on priority. ***Part 1 of the scope of work is written to assist with implementation of stormwater drainage infrastructure in accordance with the overall goals of the Columbia Water program.***

The PM is prepared to offer a variety of services that can aid City staff in all facets of the Program.

Scope of Work

Task 1 - Project Identification / Prioritization

One of the goals during the first 5-year contract period was to develop a defensible and carefully planned CIP prioritization process that considers the overarching goals of the City's stormwater program. These projects included not only those projects currently identified in the Columbia Water program, but other conceptual projects identified in various watershed studies. Projects addressed flooding issues, water quality issues, or both.

The PM team will consider previously identified Columbia Water project needs as well as those projects identified in the Gills Creek, Smith Branch, and Rocky Branch watershed and other studies (e.g., Five Points studies by various consultants). The team will assist the City in identifying factors (i.e., fiscal responsibility, citizen perception, public safety, recreational value, aesthetics, water quality, flood reduction, and project costs) that are important to the City and assist in the decision-making processes during all phases of project work. This will allow for an equitable comparison of different types of projects that meet different objectives, across different watersheds.

Identified PM staff will attend CIP meetings as directed by the City. Tasks not already described within Part 1 of the scope of services may be assigned to the PM and will fall under Part 3 of the scope of services.

Task 1 Deliverables:

1. General consulting services related to project development and implementation phases as requested by the City
2. Memos, plans, graphs, tables, and other documents to be determined on a per project basis
3. Meeting(s) with City staff and meeting minutes, when necessary

Task 1 Expectations/Assumptions:

1. Woolpert will determine the types of deliverables appropriate for the tasks the City assigns on a per project basis.
2. Woolpert will initiate the start of individual tasks at the request of the City.

Task 2 - Concept Plan Development

Although the City has identified a list of projects to be implemented, there may be new projects identified through citizen requests, asset failure, requests from other City departments, or special circumstances (e.g., flood event). The City has existing watershed plans that have been reviewed for potential projects as well. The PM team is prepared to assist in collecting appropriate field data, perform modeling, evaluate alternatives, and develop conceptual plans and costs.

Conceptual Plan Development and Cost Estimate – The PM will work with the City to identify projects where concept plans are desired and determine which services will be required to determine the feasibility of a project. Services may include collecting field data (e.g., stormwater system information including easements, property boundaries, utility locations), developing storm water quality and quantity models, evaluating alternatives, developing conceptual plan layouts, estimating design and construction costs, and creating feasibility reports.

Task 2 Deliverables:

1. Field data collection GIS files
2. Stormwater quality/quantity models and report
3. Alternatives analysis
4. Conceptual plan layouts and cost estimates
5. Feasibility reports
6. Meeting(s) with City staff and meeting minutes, when necessary

Task 2 Expectations/Assumptions:

1. Woolpert will determine the types of deliverables appropriate for the tasks the City assigns on a per project basis.
2. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.
3. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.
4. Woolpert will initiate the start of individual tasks at the request of the City.

Task 3 - Construction Plan Review and Approval

The City has expressed interest in incorporating measures to ensure CIP project plans include innovative stormwater technologies and implement measures to ensure project plans are cost effective and substantially free of error. The PM will assist the City on an as needed basis with the following.

Project Plans – For individual CIPs, a project plan may be developed to serve as a guide for the managers to follow to ensure the necessary processes and procedures are being used during the project implementation. Individual project plans will be developed as requested by the City for specific CIPs.

Identify Low Impact Development (LID)/Green Infrastructure (GI) Opportunities – Linking traditional flood control projects to water quality enhancements has become essential as communities try to achieve higher return on their investments with CIPs, but also address regulatory requirements while responding to community concerns about resiliency. Integrating GI where feasible and cost-effective will bring strong community regulatory support. The PM will assist the City in evaluating projects that were previously designed for retrofit opportunities and establish an evaluation protocol for upcoming projects that would integrate water quality enhancement into the preliminary design phase. Where feasible, the cost per pound removal, cost per treatment area, and O&M and community benefits will be tracked on a per project basis.

Calculating Pollutant Trapping Efficiencies – In response to regulatory requirements to calculate best management practice (BMP) removal rates, the PM created the IDEAL (Integrated Design, Evaluation and Assessment of Loadings) model for SCDHEC to aid in design of LID/GI practices. The model's runoff treatment algorithms are process-based. They predict runoff rates and pollutant loads and route these loadings through best management practices using technologies that have been experimentally validated. Using isothermic relationships along with accepted decay, settling, and infiltration methods, pollutant trapping in BMPs is computed rather than assigned. This model has been used in the design of the bio-retention area for Earlewood Park. The PM will utilize the IDEAL model in calculating pollutant trapping efficiencies during the design of LID/GI BMPs, when appropriate.

Value Engineering – The PM team has the capability to ensure that projects meet City standards while maximizing the value of the project. Value engineering services will depend on the project type. Often, value engineering (providing technically "equal" options at a cost savings) is provided by the construction Contractor and reviewed/approved by the engineer. The team has appropriate subject matter experts to review those recommendations. As well, during our constructability and LID/GI review, we can also evaluate potential alternatives for cost savings and added value.

Compliance with City's Design Standards – The key to design management is thoroughly understanding the City's project goals, design standards, specifications, and stakeholder expectations. The PM team is very familiar with the City's design and construction specifications through our previous work for the City and private projects developed within the City. Likewise, our teammates Chao and HDR are intimately aware of City standards. At the request of the City, the PM will review construction plans and design calculations for compliance with the City's design standards.

Constructability Review – The PM will utilize subs familiar with the City of Columbia and the typical issues that arise with the local Contractors for constructability reviews before projects are bid thereby reducing the number of construction change orders. The PM will work with the City to develop a constructability review procedure that can be implemented at key milestones during a project's lifecycle at the request of the City.

SWMM Model Review and Development Services – When requested, the PM will review SWMM models submitted to the City for individual CIPs. The PM will consider study area, model inputs, system configurations, results, and other factors while conducting a review of the model's overall accuracy and integrity. In addition, the City has begun developing overall SWMM models for entire watersheds (Smith Branch and Rocky Branch). When requested, Woolpert will incorporate individual CIP project SWMM models into the master watershed SWMM models. All reviews will be accompanied by a summary memo, when requested by the City.

Task 3 Deliverables:

1. Project Plans (for individual CIPs, as requested)
2. LID/GI Opportunities Procedure and Report
3. Pollutant removal efficiency calculations
4. Value Engineering Review Procedure and Report
5. QA/QC Procedure and Report
6. Design Standards Compliance Review Report
7. Constructability Review Procedure and Report(s)
8. SWMM model reviews and master watershed SWMM model development
9. Meeting(s) with City staff and meeting minutes, when necessary

Task 3 Expectations/Assumptions:

1. No alternative delivery methods will be used on any of the above stated projects.
2. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.
3. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.
4. Woolpert will initiate the start of individual tasks at the request of the City.

Task 4 - Project Permitting

In general, the Designer selected for project design will be responsible for obtaining the appropriate permits. The PM, however, will track permitting efforts and provide assistance as necessary to ensure adequate project progress. At the request of the City, the PM will support the program by performing third-party permit compliance inspections. These inspections and reporting can document permit compliance and serve to identify issues before a notice of violation

letter is received. At the request of the City, Woolpert will assist in the creation of permit packages for specific CIP projects when the task is not included in the Designer's scope of services. Complete permit packages or specific parts of the packages will be developed, coordinated, and tracked on CIP projects as needed.

Army Corps of Engineers Permit Summary – The PM will research the various Army Corps of Engineer permits and summarize into table format the differences between the permits and their applicability to specific projects as requested by City staff.

Task 4 Deliverables:

1. Permit Status Tracking Reports
2. Permit Package Development
3. Third-Party Permit Compliance Reports
4. Army Corps of Engineers Permit Summary (on a per project basis)
5. Meeting(s) with City staff and meeting minutes, when necessary

Task 4 Expectations/Assumptions:

1. The fee assumes that all projects assigned to the PM start and finish before the end of contract period. Actual billings may differ from fee estimate if projects extend past the end of the contract period.
2. Woolpert will initiate the start of individual tasks at the request of the City.

Task 5 - Construction Administration / Inspections / Project Closeout

Task 5.1 - Bid Phase Services

As requested by the City, the PM with provide bid administration services during the bid phase of the project as listed below:

Request for Proposal (RFP) and Bid Package Development – The PM will provide support to the City in preparing scopes of work for the selection and award of contracts for design and construction. Following award of task orders and or contracts, the PM may provide support in the administration of contracts and execution of work. This work may include the development and/or review of the various requests for proposals (RFPs) or bid packages, assisting with procurement meetings, reviewing award recommendations, reviewing contract scopes and budgets, assistance in administering contracts, and other support as requested by the City.

Finalize Advertisement for Bid – The PM will work with the City to establish pre-bid dates and bid dates to finalize the contracts advertisement.

Final Preparation of Contract Documents for Advertisement – The PM will make final revisions to the contract documents prior to printing for prospective bidders. The number of sets of contract documents to be printed will be determined on a per project basis.

Distribution of Plan Sets – The PM will send copies of plan sets and specifications to interested parties at the request of the City. The number of plan sets and specifications to sell/distribute to interested parties will be determined on a per project basis.

Respond to Questions from the City, Bidders, & Suppliers – The PM will be available to discuss and respond to all appropriate questions concerning the contract document from the City, bidders, and suppliers. Any written responses will be documented in an addendum.

Attend Pre-Bid Meeting – The PM will attend a pre-bid meeting for each contract that the City's Contract Administration staff will conduct virtually or at City offices.

Prepare Contract Addendums – The PM will coordinate with the City's Contract Administration staff and issue addendums as appropriate. Up to three addendums for each contract bid will be provided, if necessary.

Attend Bid Opening – The PM will attend a bid opening for each contract conducted by the City's Contract Administration staff virtually or at City offices.

Prepare Bid Tabulation – The PM will make copies of all bids received, prepare the bid tabulation, and review all bids for accuracy and responsiveness for each contract. The PM will notify the City of any errors, omissions, and discrepancies prior to determining the low bidder.

Review Qualifications of Lowest Bidders – If requested by the City, the PM will evaluate the qualifications of the lowest bidders for responsiveness and financial information. The PM will notify the City of any errors, omissions, and discrepancies prior to recommending an award of each contract.

Prepare Recommendation for Award – Upon completion of review of the three lowest bidders, the PM will prepare a written recommendation of award for each contract to the City.

"Conformed Document" Preparation and Distribution – The PM will incorporate all addenda issued during the bid phase to create the "conformed documents" for each contract. The "conformed documents" will become the contract documents executed by the low bidder and the City.

Construction Contract Execution Assistance – Upon receipt of the contract documents from the low bidder, the PM will review these documents to assess if the required documentation and signatures have been included. The PM will send the completed contract documents to the City's Contract Administration staff. Upon receipt of the contract documents executed by the City, the PM will forward it to the Contractor with an established contract notice to proceed.

Task 5.2 - Construction Administration Services

As requested by the City, the PM will provide construction administration services during the construction phase of the project as defined below:

Pre-construction Conference and Meeting Minutes – The PM will schedule a pre-construction conference and prepare a letter notifying the Contractor of the meeting. The PM and the City will hold the pre-construction meeting at a site determined by the City on a per meeting basis. If requested by the City, the PM will provide the Contractor with copies of plans and specifications. The PM will prepare minutes of the pre-construction conference.

Construction Survey Stake Out – The PM will provide construction survey stake out coordination and field layout services. Specific tasks and an hourly estimate related to this process will be conveyed to the City as survey projects are requested by the City and the project details are communicated to the PM.

Shop Drawing Reviews & Tracking & Distribution – The PM will review and process shop drawings for each contract. A shop drawing submittal, review, and status tracking spread sheet will be developed for each contract.

Request for Information (RFIs) Review & Tracking – The PM will review and process RFIs for each contract. A RFI, submittal, review, and status tracking spread sheet will be developed for each contract.

Change Order Request Reviews and Development – The PM will review and make recommendations to the City regarding change order requests in accordance with the contract documents. The PM will develop the actual change order document using the City's standard change order forms. The specific number of change order reviews and change orders will be determined as specific projects are assigned to the PM.

Field Order & Work Change Directives Issues – The PM will review and issue field orders and work change directives in accordance with the contract documents. The specific number of field orders and work directive changes will be determined as specific projects are assigned to the PM.

Resident Project Representative (RPR) Services – The PM will provide a full time RPR at construction sites in accordance with construction contract documents. The purpose of the RPR is to assist the PM in observing performance of the Contractor's work.

Verbal Communications with Resident Project Representative (RPR) – The PM will maintain primary communications with the PM's RPR on a regular basis, and secondary communication with the City RPRs on an as-needed basis. City RPRs will maintain primary communication with PM's RPR.

Office Engineering Site Visits – The PM's office staff and engineers will make regular site visits to each construction site to observe that the work is proceeding in accordance with the contract documents. It is anticipated that a site visit will occur an average of once per week for each contract.

Monthly Pay Request Review and Progress Review – The PM will review and process monthly pay requests and forward to the City for payment.

Monthly Progress Meeting, Meeting Minutes, and Distribution – The PM will schedule regular construction progress meetings in accordance with the contract documents for each contract with the City and the Contractor.

Digital Photograph and File Records Maintenance – The PM office staff and engineers will develop and maintain office file records of digital photographs taken by its RPR and maintain office files of project documentation on each contract.

Record Drawing Maintenance (During Construction) – The PM will maintain draft record drawings for each contract while the work progresses from data collected by the PM's and the City's RPRs during construction.

Record Drawing Preparation - Final Drawings – The PM will prepare final record drawings for each contract from data recorded during construction, survey data collected by the surveyor, and as provided by Contractor at the end of construction. A list of materials installed on the contract will be included on the final record drawings.

Final Inspection, Permit Certification and Certificate to Operate Permitting – The PM and the City's RPRs will conduct an inspection of the work of observed items requiring completion prior to issuing a certificate of substantial completion. The PM and the City will conduct a final inspection and document observed deficiencies to be completed prior to final acceptance of the work. The PM will receive and approve final payment requests and forward to the City for payment.

One Year Warranty Inspection – If requested, the PM will participate with the City in conducting a one-year warranty inspection of the work to help identify any defective work. The City will be responsible for having any defective work corrected.

Erosion and Sediment Control Permitting Fees – If requested by the City, the PM will pay for any required permit application fees to SCDHEC.

Project Closeout Services – At the request of the City, the PM will assist the City in acquiring the necessary documents to formally closeout projects. Currently the City is starting to employ a more formalized standard for closing out a construction project when it has been completed. Specifically, the City has developed a more formalized standard for digital plan submittals, record drawings, and required GIS data that Designers submit for projects. The PM will work with City staff to further develop a workflow process as well as the standards that need to be followed when Designers send digital submittals to the City.

Task 5 Deliverables:

1. Standardized forms and protocols for various tasks outlined in Task 5, if requested
2. Deliverables may vary between construction projects
3. Project Plans for individual projects

Task 5 Expectations/Assumptions:

1. The fee assumes that all projects assigned to the PM start and finish before the end of contract period. Actual billings may differ from fee estimate if projects extend past the end of the contract period. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.
2. Woolpert will initiate the start of individual tasks at the request of the City.

Task 6 - Maintenance Easement Review and Acquisition Services

Various projects involve improvements to waterways and drainage systems that are situated on private property or other land for which the City does not maintain a temporary or permanent easement to perform maintenance or improvements.

Task 6.1 - Review and Update Existing Asset Information (GIS Mapping and System Connectivity)

Continuing the effort started in the first 5-year contract, **the PM will review and update stormwater GIS data**. It is anticipated that the resources used for acquiring the existing stormwater easement maintained by the City will include or be a combination of the following resources:

Existing City GIS Coverages – The City will provide to the PM existing GIS coverages of the stormwater drainage systems and existing easement locations.

City Access Database (Phong's Database) –Phong's database will be utilized to find information on where easements currently exist. The database will likely be the first resource utilized when locating existing easement locations.

Review of Record Drawings – The City will provide (or provide access to) record drawings for the PM to review and document in the GIS database. The PM will review and compare documents to existing information, if available, in the GIS database and make revisions as necessary. This may require field verification of the GIS and/or record drawings. If the GIS database does not contain a record of the easement found during the review of the GIS and/or record drawings, then the PM will add the record to the GIS coverage.

Review of Easement Documents – At a predefined interval (e.g., once per month), the PM will provide to the City a list of locations where easements or rights-of-way were found during the review of the record drawings that need to be verified. In certain cases where sufficient documentation cannot be found regarding a particular suspected easement location it may be necessary for the City to research and provide recorded documents to the PM to be added to the easement GIS database.

Field Verification – The PM will verify, if necessary, any conflicting or incomplete information through field observations of existing conditions. Information will be used to correct the easement GIS coverage.

Task 6.2 - Stormwater Easement Acquisition Recommendations

The outcome of this task is to identify locations for access from public rights-of-way for construction and long-term maintenance, and extents of easements to accomplish construction along the water course and maintenance routes parallel to the stormwater system to provide means for maintenance vehicles and equipment movement.

Data collected under other program tasks relating to project background information and data obtained through Phong's database will be used for this investigation. The following activities may be performed to support this task:

- Compile updated concept maps of the projects to indicate extent of the project and surface features that may conflict with proposed improvements, parcel boundaries, and rights-of-way limits.
- Apply general limits of project grading and/or disturbance for each proposed improvement using general design principles and experience with natural channel design and Stormwater BMP construction to estimate limits of project activity.

- Evaluate existing land use and surrounding development for temporary and permanent access entrances and routes. The number and location of the access points should take into consideration difficulty of construction, type of equipment necessary for implementation of improvements and maintenance, and impact to private property.
- Augment concept maps for each project to illustrate extent of easement needs for review by the City. It is anticipated that one round of reviews will be conducted by City staff.
- Estimate easement acquisition costs for each project.

Task 6.3 – Stormwater Easement Acquisition Services

The PM will work with City staff in acquiring easements as outlined and described above. The following activities may be performed to support this task:

- Determine ROW/Easement extents (provide survey services as needed)
- Identify property owners
- Identify appropriate temporary and/or permanent easement boundaries and extents
- Prepare easement documents
- Assist City to obtain easements

Task 6.4 - Comprehensive Easement GIS Coverage

In the first 5-year contract, a determination of the attributes to be collected and a naming and/or numbering convention was developed in coordination with the City's GIS personnel. This process ensures that the deliverable is consistent with the City's GIS standards. The City provided an attribute list for the PM to utilize.

The PM will continue to develop and deliver to the City comprehensive storm drainage easement GIS coverages in an electronic format compatible with the City of Columbia's GIS format and coordinate system, when requested.

Task 6.5 - Storm Drainage Easement Report

When requested by the City, the PM will evaluate overall accessibility concerns related to City owned and maintained easements within specific CIP areas and make recommendations based on factors such as O&M, community impacts, City standards, etc.

The PM will deliver to the City the revised GIS database and prepare a map of the City's assets that includes the areas found to be either lacking in sufficient accessibility or yet to be determined due to lack of or conflicting records. For each area found to have insufficient or conflicting records, a detailed description of the accessibility concerns and recommendations for improving accessibility in the best interest of the City to be able to properly maintain its assets will be included in the report.

After the data collection effort, a final meeting will be held where the PM will present the initial easement/property issue tracking spreadsheet to the City.

Task 6 Deliverables:

1. CIP Project Concept Maps illustrating limits of stormwater easements
2. CIP Project Table indicating easement area to acquire and estimated costs
3. Easement database in an electronic format compatible with the City's GIS format
4. Meeting(s) with City staff and meeting minutes, when necessary

Task 6 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 7 - Project Management / Other

The above activities will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports if requested by the City. Other tasks may arise during the contract period. The PM will address these tasks on an as-needed basis as requested by the City. **See Part 3: Program Management and Other Services for detailed scope of work and fees associated with general program management services.**

Part 2: Asset Management Program Services

Introduction

The City of Columbia owns, operates, and maintains a stormwater conveyance system comprised of pipes, inlets, junction boxes, ditches, natural systems, and various constructed BMPs. Like many communities, the City currently maintains the system on a reactive basis which is less efficient and more costly than a proactive asset management program. Under the first 5-year contract, the PM began helping the City develop the foundational components of an asset management program and started collecting asset condition assessment data that will be used to increase efficiency of the City's future repair and replacement strategy.

The tasks below are a continuation of the work started in the first 5-year contract and will help to further develop the framework of the stormwater asset management program for the City of Columbia.

Asset Management Program Goals - Woolpert helped to identify the City's goals for the program. The goals were created to match the City's mission, budget goals, and stakeholder expectations and set the direction for the remaining tasks to be completed in the next 5-year contract.

Scope of Work

Task 1 - Goal Setting

The goals established during the first contract period will be reevaluated to ensure they still reflect the City's mission, budget goals, and stakeholder expectations. The goals set during this process will set the direction for the remaining tasks in this scope of work. The PM will prepare a revised set of stormwater CIP program and asset management program goals, if necessary and conduct a meeting with appropriate City staff (e.g., GIS, Streets, Utilities, etc.) to review and revise the goals.

Task 1 Deliverables:

1. Revised stormwater CIP program and asset management program goals
2. Meeting(s) with City staff and meeting minutes, when necessary

Task 2 - Asset Criticality

Task 2.1 – Criticality Analysis

In the first 5-year contract, each of the City's major watersheds (Broad River, Congaree River, Gills Creek, Lower Saluda River) was divided into smaller subbasins and a criticality exercise was performed at the subbasin level to prioritize stormwater system inventory data collection. Criticality is the product of an asset's probability of failure (condition) and the consequence of the asset's failure. The higher the product of these two factors, the higher the asset's criticality rating (or Business Risk Exposure (BRE)). The PM calculated a Probability of Failure (POF) score for each subbasin for use in the watershed prioritization exercise. In addition, the PM worked with the City to develop a Consequence of Failure (COF) rating system for its physical stormwater assets and applied a score to each subbasin. Using the POF and COF scores assigned to each subbasin, an initial calculation of BRE was prepared and applied. The BRE score for each subbasin was used to prioritize subbasins for stormwater system inventory, survey, and condition assessment.

Probability of Failure (POF) for Assets - Because a condition assessment of individual assets had not been conducted at the beginning of the first 5-year contract, the PM utilized a simple surrogate for condition such as age of pipe to determine the probability of failure (POF). As data is collected on each asset, an individual asset's POF score can be

determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's POF score and begin to assign scores to individual assets.

Consequence of Failure (COF) for Assets – The PM has already developed a COF rating system for its physical stormwater assets. The rating system was applied on a subbasin basis to provide an initial COF score. As data is collected on each asset, an individual asset's COF score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's COF score and will begin to assign scores to individual assets.

Criticality Analysis - Using the POF and COF scores assigned to each subbasin, an initial calculation of BRE was prepared and applied in the first 5-year contract. As data is collected on each asset, an individual asset's BRE score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's BRE score and will continue to assign scores to individual assets as more condition assessment data is collected. Once assets receive a BRE score then the PM will assist in the prioritization of the assets based on factors such as BRE score, structure type, sub-basin, etc.

Task 2.1 Deliverables:

1. Guidance on developing and applying POF, COF, and BRE to individual assets
2. Assignment of Consequence of Failure (COF) to identified assets
3. Assignment of Probability of Failure (POF) to identified assets
4. Calculation of BRE for identified assets
5. Prioritization of critical assets
6. Meeting(s) with City staff and meeting minutes, when necessary

Task 2.1 Expectations/Assumptions:

1. The PM will assign COF, POF, or BRE ratings to individual assets as the necessary inventory and condition assessment data is completed for watershed areas.
2. Woolpert will initiate the start of individual tasks at the request of the City.

Task 2.2 – Maintenance for Various Stormwater Assets

Condition assessment maintenance ratings that were collected as a part of Task 7 will be the basis of storm drainage maintenance activities. Storm drainage assets that received a maintenance rating of a 2 or 3 will be considered for cleaning under this task. The PM will develop a prioritized list and will work through the list with the highest priorities receiving maintenance first. Maintenance activities include debris removal and cleaning of the storm drainage asset utilizing a field crew and/or a vac truck.

As work progresses, the PM may keep documentation of the assets that have been cleaned and maintained. Monthly progress reports can be provided to the City. Additionally, the PM will provide a list of anticipated assets that will be cleaned and maintained over the next month. When Public Works staff is unable to, maintenance work orders can be entered directly into Cityworks, at the request of the City.

Access for Asset Maintenance – Throughout the City stormwater system the existing stormwater assets diverge into private property or drainage easements within private property. Where no existing easements exist, the PM can assistance the City in obtaining permission from homeowners in order to perform the maintenance. Where an easement exists, the PM will coordinate with the homeowner for access to the asset. All maintenance work will be performed within the guidelines stated in the Extents of Service and Level of Service policies.

SCDOT Coordination – Due to various SCDOT and City of Columbia assets intercepting each other, SCDOT coordination will be a key item to ensure that assets that have been clean and maintained will function appropriately. The PM can review the list of assets to be cleaned and provide a list of assets that are within the SCDOT right of way. Additionally, the PM would propose to have an initial coordination meeting with the SCDOT and to have various follow up meetings, as necessary, to discuss specific situations as maintenance work progresses. The intent of this contract is to perform maintenance on City owned storm drainage assets only. Given the interconnected nature of storm drainage systems, coordination with SCDOT will be necessary in certain circumstances to ensure system functionality.

Task 2.2 Deliverables:

1. Monthly progress report for the assets that have been maintained and list of upcoming assets to be worked on
2. GIS and data update for assets that have received maintenance
3. Before and after report for verification of the completion of work
4. Coordination meeting(s) with City staff and SCDOT staff and meeting minutes, when necessary
5. Meeting(s) with City staff and meeting minutes, when necessary

Task 2.2 Expectations/Assumptions:

1. Traffic control for maintenance work under this task is assumed to be basic traffic control. Traffic control for major or high traffic streets will need to be reviewed on a case-by-case basis.
2. No permitting is assumed as part of the work under this task. It is also assumed that required/needed permits will be provided by the City or under an existing City permit.
3. It is assumed that access to the stormwater asset will be available; clearing of existing stormwater easements to access the assets is not assumed as part of the overall Task 2.
4. Where no easement exists, it is assumed that the City will provide permissions from the owner for access to the asset.
5. It is assumed that the City will provide temporary and permanent easements as needed. No easement planning or drawings are assumed as part of Task 2.2.
6. City and PM staff will coordinate and schedule the O&M work in a manner that is agreeable to both parties.
7. The PM will communicate the schedule for the O&M work for this task to the City such that a City representative can participate in the O&M work if desired/available.
8. Woolpert will initiate the start of individual tasks at the request of the City.

Task 2.3 – CCTV of Stormwater System Pipes

CCTV will be conducted at the request of the City. CCTV of the stormwater asset will be raw data. The PM will concurrently perform work under Task 2.2 and 2.3, however, not all items maintained under Task 2.2 are anticipated for CCTV under Task 2.3. Public Works staff will perform CCTV on assets requiring the services as identified in Task 2.2 unless assigned to the PM. Prior to conducting CCTV, the PM will discuss with the City and determine the specific parameters for the CCTV.

If defects or damages are found that produce an imminent threat or danger, the PM will immediately inform the City and begin to develop a plan of attack to address the issue. Such repairs will be part of Task 9.2 – On Call O&M Services.

Task 2.3 Deliverables:

1. Monthly progress report for the assets that have been CCTVed and list of upcoming assets to be CCTVed
2. Raw CCTV footage of stormwater assets provided to the City on a monthly basis
3. Notifications to City staff if defects and damages are found that require immediate attention
4. Meeting(s) with City staff and meeting minutes, when necessary

Task 2.3 Expectations/Assumptions:

1. Traffic control for CCTV is assumed to be basic traffic control
2. Bypass of stormwater flows is not assumed as part of this task and work shall be scheduled in such a manner to avoid higher flow times.
3. The PM will communicate the schedule for CCTV work for this task to the City such that a City representative can participate in the work if desired/available.
4. Woolpert will initiate the start of individual tasks at the request of the City.

Task 3 - Inventory Assessment

Stormwater System Inventory Data Collection - Based on the results of the criticality analysis and prioritization work, the City identified areas where system inventory data collection was desired. The PM will collect stormwater system inventory in areas requested by the City using the most up-to-date version of the City's standard operating procedure (Stormwater Drainage System Inventory Data Review and Collection Procedures). The PM will not proceed with any work associated with this effort without written authorization from the City.

Task 3 Deliverables:

1. System inventory database in an electronic format compatible with the City's GIS format
2. Meeting(s) with City staff and meeting minutes, when necessary

Task 3 Expectations/Assumptions:

1. Provide appropriate staff to help identify locations requiring survey data. Assistance may require several on-site meetings and/or field visits.
2. The PM will not be providing configuration of the City's existing Cityworks system unless requested by the City.
3. Woolpert will initiate the start of individual tasks at the request of the City.

Task 4 - Policy Development

There are several policy statements that support an effective asset management program. These policies include an overarching Asset Management Policy, an Extents of Service Policy, and a Levels of Service Policy. In the first 5-year contract, the PM developed draft forms of these policies. As required by the City, these policies will be refined and finalized as the City's asset management program progresses.

Asset Management Policy – An overarching Asset Management Policy will be developed that defines the City's goals and vision for the asset management program, assigns roles and responsibilities, and provides guidance for implementation. It is critical that City leadership understands and accepts this policy. As part of this task, the PM will develop presentation materials to help educate City Council on the importance of adopting this policy.

Extents of Service Policy – It is important for the City to establish boundaries for the program related to system operation and maintenance activities. For example, some communities define the beginning of a public conveyance system where drainage from two or more properties/parcels join. Other communities only operate and maintain that portion of the system that lies within road rights-of-way or easements. Identifying which components of the drainage system are owned, operated, and maintained by the City is also necessary. For instance, the more common components include pipes, culverts, inlets, junction boxes, and ditches. Some communities also consider BMPs, curb and gutter, and natural systems (streams) as a community asset. The PM will assist the City in developing an Extents of Service Policy for the program that includes consideration of asset types, boundaries, special circumstances and emergency repairs.

Levels of Service Policy – Understanding the desired level of service (LOS) associated with the stormwater management system is critical to establishing an appropriate asset management program. This understanding begins with identifying expectations of key stakeholders (e.g., citizens, city leaders, staff, etc.). Typically, there are two components to a Levels

of Service Policy: one associated with system functionality and one associated with system operation and maintenance (O&M). For example, a functionality LOS may include criteria such as, 1) no structural flooding during the 100-year storm, 2) all bridges and culverts should meet a 25-year LOS, 3) all piped systems should have a minimum of a 5-year capacity, etc. In order to meet the functionality LOS, certain maintenance, repair, and replacement activities must be applied to the system. O&M LOS criteria may include items such as inspecting and cleaning the entire system over a five (5) year period, replacing 10% of the most critical assets each year, and other similar provisions.

The PM will provide updated draft documents for review by the City. City requested revisions will be made, and final policies will be prepared, as necessary.

Task 4 Deliverables:

1. Updated draft Asset Management, Level of Service and Extents of Service Policy statements
2. Final Asset Management, Level of Service and Extents of Service Policy statements
3. City Council presentation materials
4. If needed, support to attend one City Council work session and one Council meeting to assist in approvals
5. Facilitation of a work session with City staff
6. Meeting(s) with City staff and meeting minutes, when necessary

Task 4 Expectations/Assumptions:

1. The City will obtain approval for proposed levels of service prior to the PM's development of the final Asset Management Plan.
2. Woolpert will initiate the start of individual tasks at the request of the City.

Task 5 - Strategy Documents

In addition to policy statements that provide general guidance to the program, several strategy documents should also be developed to provide more specific direction. These strategy documents include: 1) Condition Assessment Strategy, 2) Data Management Strategy, and 3) Life Cycle Analysis Strategy. The PM will prepare drafts of each document for City review. The PM will then prepare final documents based on City comments. It is anticipated that a minimum of two meetings will be needed to prepare and review the three documents.

Task 5.1 – Data Management Strategy

For the asset inventory, asset condition, and asset criticality information to be kept up to date, remain relevant, and support the City's O&M and CIP decision-making processes, several data management policies, strategies, and supporting workflows may need to be developed and implemented.

Some asset data management recommendations are included in each of the field data collection tasks (e.g., data dictionaries, determination of appropriate attribute for data collection, etc.) and in previous Cityworks projects completed for the City. In addition, the City has already established certain processes and protocols related to asset data management for its sanitary sewer system. Recognizing, however, that the City may still need some support with data management related to this project (e.g., collecting, tracking, and analyzing stormwater related work orders), the PM will provide data management support from our subject matter experts.

Task 5.1 Deliverables:

1. Meeting(s) with City staff and meeting minutes, when necessary

Task 5.1 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 5.2 – Life Cycle Analysis Strategy

A key component to making repair and replacement decisions for stormwater infrastructure is understanding the corrective actions the City may employ, the circumstances under which each action is taken, and the cost of each corrective action. Using an asset's condition score and remaining useful life combined with the life cycle cost for various corrective actions, the most cost-effective action can be determined.

As an example, given a pipe with a remaining life of ten years in relatively poor condition, is it more cost effective to continue making point repairs or to replace the pipe? The Life Cycle Assessment strategy will provide data and recommendations for tools to make such decisions. Specifically, the strategy document will include the following:

1. A list of typical corrective actions taken by the City
2. Budget level costs associated with each corrective action
3. Recommendations for software tools used in life cycle decision making

Task 5.2 Deliverables:

1. Draft strategy documents containing the following:
   a. Recommendations for data capture tools
   b. Draft condition assessment schedule
2. Final strategy documents
3. One work session to review strategy documents
4. Meeting(s) with City staff and meeting minutes, when necessary

Task 5.2 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 6 - Field Data Collection Procedures

This task includes the development of standard operating procedures for the collection of field data and condition assessment information to be used in the development of the asset management program. As funding allows, this scope also includes collection of field data.

Task 6.1 – Stormwater Inventory Assessment and Geodatabase Recommendations

During the first 5-year contract, the PM reviewed the City's existing stormwater geodatabase structure (consisting of stormwater outfalls and system data) and made recommendations for enhancements focused on improving the usefulness of the geospatial data to support stormwater asset management activities. Recommendations included network connectivity improvements/modifications, feature/object modeling modifications, and enhanced feature attribution to define such elements as capacity, condition, and criticality.

As the stormwater inventory process matures, the PM will continue to assist the City with refining the geodatabase structure.

Task 6.1 Deliverables:

1. Recommendations for further enhancements to the geospatial database
2. Meeting(s) with City staff and meeting minutes, when necessary

Task 6.1 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 6.2 - Inventory Data Collection for Man-made Systems

Continuing the work that was started in the first 5-year contract, the goal of this task is to develop a storm drainage system inventory program to locate and map the City's stormwater system including pipes, inlets, junction boxes, and channels. During the first 5-year contract, the City's geodatabase was reviewed, and recommended revisions were submitted to the City. Draft versions of standard operating procedures for stormwater drainage system inventory data review and collection as well as condition assessment were developed. Data was collected in critical watersheds, determined by the PM's watershed subbassin based criticality exercise, but system inventory data collection has not been completed in the entirety of the City's stormwater service area. ***However, it is anticipated that the stormwater drainage system inventory will be completed during the 2024 calendar year.***

During this contract period, the following tasks will be completed within this program:

1. Update SOPs, if necessary. Refine and finalize based on comments from the City
2. Determine additional area(s) for inventory to further refine the process and inventory costs
3. Inventory the identified areas
4. Refine the database and procedures, if necessary
5. Prepare GIS mapping for the inventoried area

Task 6.2 Deliverables:

1. Final Inventory SOP and geodatabase structure
2. Final SOP for field data collection and condition assessment
3. Identified pilot areas for inventory
4. Mapping data from inventoried areas to be incorporated into the City's GIS
5. Meeting(s) with City staff and meeting minutes, when necessary

Task 6.2 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 6.3 – Inventory Data Collection for Natural Systems

The goal of this task is to develop a stream inventory/assessment program to assess stream condition, develop CIPs, and integrate data into the asset management program for identifying stream reaches that need immediate repair, as well as reaches that need to be inspected at a higher frequency due to unstable or changing conditions and likelihood of public safety concern or infrastructure damage (i.e., potentially compromising the integrity of sidewalks, pipes, buildings). The program will consist of developing a customized, simplified approach to the inventory methods and parameters of information collected. A geodatabase will be developed that can be integrated into GIS and Cityworks and developed such that analyses can be completed on the data as well as identifying "flags" for work orders in the Cityworks system.

The following tasks will be completed within this program at the request of the City:

1. Develop the method – a simplified, customized approach using features from existing methods but customized to the needs of the City. Prepare a draft set of SOPs on use of the database and instructions on conducting the inventory
2. Conduct desktop analysis of the stream network – develop stream reach ID structure and subdivide the streams into discreet segments for inventory
3. Develop natural system database
4. Work with the City to identify preferred metrics for asset management
5. Submit SOP and database structure to City for review. Refine and finalize based on comments from the City
6. Inventory/assess streams that are required as a pilot test for the program for a predetermined amount of time

7. Develop criticality analysis, identify stream restoration opportunities, and refine the database based on this pilot test
8. Review draft documents with the City, determine desired improvements to the SOP documentation and database structure and adjust

Task 6.3 Deliverables:

1. Stream Inventory SOP and geodatabase structure
2. Stream network reach ID structure in GIS
3. Stream inventory prioritization and desktop criticality analysis
4. Meeting(s) with City staff and meeting minutes, when necessary

Task 6.3 Expectations/Assumptions:

1. City and PM staff will coordinate and schedule the field work in a manner that is agreeable to both parties.
2. The PM will communicate the schedule for field work for this task to the City such that a City representative can participate in the field work if desired/available.
3. Woolpert will initiate the start of individual tasks at the request of the City.

Task 6.4 – Field Data Collection and Data Management Training

Field Data Collection Training - Upon completion of the data collection SOPs for the storm system inventory, the PM will provide the necessary training to the appropriate City staff for SOP implementation.

Database/Software Training – The PM will provide on-site training for City staff on the use of the software associated with the field data collection and data management SOPs. This may include training on the data collection software (e.g., ArcGIS Field Maps, etc.) as well as training on ESRI software (e.g., ArcMap, ArcGIS Pro, etc.) used to manage and store information after it has been collected in the field.

Task 6.4 Deliverables:

1. Field training on inventory data collection procedures
2. On-site software training

Task 6.4 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 7 - Condition Assessment

Stormwater System Condition Assessment Services – The overall condition of stormwater assets is critical in determining potential corrective actions and setting budgets. In general, communities begin condition assessment of assets with the most critical assets as determined through the criticality analysis completed in Task 2. The PM team has the capabilities of collecting field data on the storm drainage system and providing visual assessments as well as performing CCTV documented assessments. In the areas identified by the City for stormwater system inventory, the PM will perform condition assessments using the most up-to-date version of the City's standard operating procedure (Stormwater Drainage System Condition Assessment Procedures). The condition assessment procedures include the use of a triage scoring system approach allowing the City to identify maintenance, structural, and accessibility concerns with City storm drainage system assets. ***It is anticipated that the initial condition assessment will be completed during the 2024 calendar year.***

Task 7 Deliverables:

1. Condition assessment scoring for all assets included in assessed areas and compatible with the City's GIS format

Task 7 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 8 - Asset Management Plan

The PM will combine the policy statements and strategy documents into a draft Asset Management Plan framework including an overview of the program goals and objectives, executive summary, and general program guidance. As additional data is collected on individual assets, this plan will need to be updated and expanded. In addition, a series of meetings will be held bi-weekly (every two weeks) with key staff to guide the City through the development of the asset management program.

Task 8 Deliverables:

1. Draft Asset Management Plan
2. Final Asset Management Plan
3. Bi-weekly meeting(s) with City staff and meeting minutes, when necessary

Task 8 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 9 – Operation and Maintenance (O&M) of Storm Drainage Assets

This task provides some of the potential O&M items that the City of Columbia may need each year to address the needs of the stormwater system. The O&M services in this task include existing O&M work (annually occurring), and on-call services for the maintenance of various stormwater assets as they are needed.

Task 9.1 – Existing O&M (Annually Occurring)

The PM will assist with providing maintenance on various City assets such as, but not limited to, stormwater ponds and various water quality BMPs. Some potential tasks associated with this type of work include:

- Documenting the existing conditions of the BMPs and stormwater ponds
- Cleaning out various BMP of debris, trash, sediment, etc. and dispose of off-site
- Utilizing vac truck to vacuum out waste from various BMPs and dispose of off-site
- Hydro cleaning of existing BMP structures
- Maintenance crew to clear and maintain stormwater ponds
- Removal of trees and heavy vegetation within stormwater ponds and/or ditches
- Documenting the post cleaning conditions of the BMPs and stormwater ponds
- Annual BMP inspections for stormwater ponds, bio swales, rain gardens, and other various BMPs

Task 9.1 Deliverables:

1. Before and after report/memo for verification of the completion of work
2. Meeting(s) with City staff and meeting minutes, when necessary

Task 9.1 Expectations/Assumptions:

1. It is assumed that the City will provide the PM with any replacement cartridges, filters, and/or media for any BMPs that require devices needing to be replaced.
2. Items to be completed under task 9.1 are assumed to not require traffic control and that bypass of existing flows and dewatering will not be necessary. Site restoration is not anticipated as part of this work.
3. It is assumed that no additional permitting will be required for work within task 9.1 and that required/needed permits will be provided by the City or under an existing City permit.
4. The City and PM staff will coordinate for access to pond and BMPs for maintenance.
5. The City and PM staff will coordinate and schedule the O&M work in a manner that is agreeable to both parties.
6. The PM will communicate the schedule for the O&M work for this task to the City such that a City representative can participate in the O&M work if desired/available.
7. Woolpert will initiate the start of individual tasks at the request of the City.

Task 9.2 – On-Call O&M Services

As requested, the PM will provide assistance to the City on various unexpected O&M issues that arise. On call services can include:

- Investigation into resident complaints and developing potential solutions
- Investigation into areas that require significant cleaning and maintenance
- Rerouting of existing stormwater pipe to eliminate maintenance concerns such as stormwater pipes under an existing home/structure.
- Consideration of the installation of a BMP to address a specific O&M concern or issue
- Emergency repairs found during the maintenance and CCTV of various assets
- Other emergency repairs brought to the attention of the PM by the City

Task 9.2 Deliverables:

1. The PM will provide a memo for specific investigation areas identifying potential options for O&M
2. A memo to the City about the specific O&M work that was performed
3. Meeting(s) with City staff and meeting minutes, when necessary

Task 9.2 Expectations/Assumptions:

1. Items such as traffic control, dewatering, access agreements/permissions will be discussed on a case-by-case basis for each specific request.
2. It is assumed that permits will be provided by the City or under an existing City permit.
3. Work under Task 9.4 is assumed to exclude material cost.
4. City and PM staff will coordinate and schedule the on-call work in a manner that is agreeable to both parties.
5. The PM will communicate the schedule the on-call work to the City such that a City representative can participate and observe the work if desired/available.
6. Woolpert will initiate the start of individual tasks at the request of the City.

Task 10 – Technical Support and On-Call GIS Services

The PM will provide GIS technical support consulting services to assist the City with the management and maintenance of the City's GIS datasets. Assistance will be provided through phone calls, meetings with various City departments and other key personnel, and technical memoranda. Tasks will be completed on an as-needed basis and will include but are not limited to the following:

- Design, implementation, maintenance and repair of the City's GIS datasets

- Planning for future expansion requirements
- Data analysis
- Report generation
- Meetings regarding GIS related matters

Geodatabase Review Services – When the need arises the PM will review geodatabases submitted from outside consultants that are collecting inventory and condition assessment data for the City. This task will include coordinating with City staff to verify the inclusion/paring of the data into existing software the City uses various purposes (i.e., tracking work orders, scheduling maintenance activities, etc.)

Task 10 Deliverables:

1. Review of consultant submitted geodatabases, when requested by the City
2. Meeting(s) with City staff and meeting minutes, when necessary

Task 10 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 11 - Project Management / Other

The above activities will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports if requested by the City. Other tasks may arise during the contract period. The PM will address these tasks on an as-needed basis as requested by the City. **See Part 3: Program Management and Other Services for detailed scope of work and fees associated with general project management services.**

Part 3: Program Management and Other Services

Introduction

The key to a successful program is to ensure proper project management protocol is followed during the implementation phase of the program. Communication, a succinct and a clear scope of work, and full understanding of roles and responsibilities is crucial to successful program implementation. Further, one of the measurements of the success of the overall program will be the garnering of broad-based public support of the efforts to get the Program built in accordance with City and stakeholder goals and expectations.

Scope of Work

Task 1 - Kickoff Meeting

Kickoff Meeting - Prior to the initiation of work, the project team will meet with the City to discuss overall program management strategies and how they might be revised during the second 5-year contract. A key goal of the meeting will be to identify specific protocols that will be used by the PM during the implementation of the various tasks described within the scope of services. Team leaders from subs will be included in this meeting for introduction to City staff and to exchange contact information for future communications.

Task 1 Deliverables:

1. Kickoff Meeting with City staff and meeting minutes, if necessary
2. Other meetings with City staff, if necessary

Task 1 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 2 - Public Outreach Services

An important phase of any project is public education and outreach. The PM will assist the City in developing individual project outreach plans, project web page content, public impact memos, key stakeholders lists, project specific public education/outreach plans, and meeting facilitation for specific projects, as requested by the City.

Task 2.1 – Development of a Public Outreach/Public Involvement Communications Plan

The PM will coordinate and collaborate with City staff to develop and begin implementation of a comprehensive Public Outreach/Public involvement Communications Plan for the Program initiative. The Communications Plan will be designed to inform and engage key stakeholders and the public and will be dependent upon the use of a variety of both traditional and innovative tools and communication strategies. The PM will hold a preliminary meeting to determine the public outreach/public involvement expectations of the City and to further identify the key components and strategy of the plan. A draft plan will be developed and presented to the City for comment. A final plan will be drafted and submitted at the City's request.

Task 2.2 – Development of the Program Web Page

In the first 5-year contract, the PM collaborated with City staff in the development of a web page for relaying information and content regarding the introduction and ongoing progress of the Program. In the next 5-year contract, collaboration will be needed with the City's Clean Water 2020 staff to ensure the website stays up to date with current project information.

Task 2.3 – Public Impact of individual Stormwater Projects

The PM, in collaboration with City staff, will examine the potential public impact of each of the projects included in the Program and develop categories of public outreach and engagement for each of the projects. Since different outreach efforts will be needed based on the type and complexity of the individual projects, the PM will develop this list as a way of projecting the level of public involvement effort over the course of the second 5-year contract. A memo describing the public impact of individual projects will be developed and submitted to the City.

Task 2.4 – List of Key Stormwater Program Stakeholders

The PM will develop a list of key stakeholders that may need to be informed about the status of the program on a continuous basis. This list may include businesses and residential community leaders in the potential impacted areas, City Council members, County Council members or other elected officials, EMS services, school district transportation officials, etc. Although this list may become more refined and extended for individual projects, the list will be developed at the beginning of project implementation and will be used to keep key stakeholders informed throughout the life of the program.

Task 2.5 – Project Related Public Outreach/Involvement Plans

The PM will develop and begin implementation of individual Public Outreach/Public Involvement Communication plans for any design or construction projects that are assigned to the PM. These plans will be developed upon the request of the City and submitted to the City for review and approval.

Task 2.6 – Community Meeting Facilitation

At the request of the City, the PM will facilitate public meetings for individual design and construction projects. This may include ensuring that logistical arrangements, meeting notices and advertisements as well as documentation for all public meetings and public hearings, including responses to comments from the public, are completed efficiently and to the satisfaction of City staff and City Council.

Task 2 Deliverables:

1. Overall Public Outreach/Public Involvement Communications Plan for the Program
2. Assistance in development of the Program webpage
3. Report identifying the Public Impact of individual stormwater projects
4. List of Key Program Stakeholders
5. Individual project related public outreach/public involvement plans
6. Public meeting facilitation services for individual stormwater projects
7. Meeting(s) with City staff and meeting minutes, when necessary

Task 2 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 3 - Project Administration

This project will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports. Other tasks may arise during the contract period, and the PM will address these tasks on an as-needed basis as requested by the City.

Monthly Status Meetings - Monthly status meetings with be held by the PM during the Project and include appropriate City and PM staff. Items discussed during the monthly status meetings include, but are not limited to, progress reports, invoices, technical/policy interpretations, anticipated project goals/challenges, etc. The meetings may also be used to

present, discuss, and/or review work-in-progress as required by the City. The PM with prepare and submit minutes of these meetings and/or action items developed during the meetings to the City within one (1) week of the meeting, if requested. The PM or City will schedule the meetings. The City reserves the right to cancel or call for additional meetings as deemed necessary.

Weekly CIP Meetings - To assist in the coordination of ongoing CIP projects from project development through construction closeout, weekly meetings will be held to support City staff in CIP management. The program management team will summarize weekly updates and development action item lists to facilitate program implementation.

Bi-weekly Procurement Tracking – In support of CIP project implementation, the program management team will provide summaries of necessary support from the City's procurement department. Support will include for design services, contract amendments, construction services, and change orders as needed.

Monthly Real Estate Progress Tracking – In support of CIP project implementation, the program management team will incorporate monthly real estate update information into stormwater project tracking information.

City Council Interaction - A key to implementing a successful stormwater program is ensuring the buy in of City Council members by educating them on aspects of the Program. The PM will be available for meetings, work sessions, and council meetings as requested by the City.

Task 3 Deliverables:

1. Project team meetings will be conducted throughout the duration of the project
2. Meeting minutes for monthly status meetings, when necessary
3. Monthly progress reports, if requested
4. Personnel planning, scheduling, budget control monitoring
5. Subconsultant coordination

Task 3 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 4 - Other Duties as Assigned

During the project term, tasks related to the implementation of the City's Stormwater Management Program, not identified in this scope of services, may be requested by the City. Fee estimates and schedules for completing these tasks will be developed as they are assigned to the PM.

Fee Estimate

Task	Fee Estimate
Part 1: Capital Improvement Project (CIP) Services	
Task 1 Project Identification / Prioritization	$35,000
Task 2 Concept Plan Development	$20,000
Task 3 Construction Plan Review and Approval	$100,000
Task 4 Project Permitting	$20,000
Task 5 Construction Administration/Inspections/Project Closeout	$20,000
Task 6 Maintenance Easement Review and Acquisition Services	$20,000
Part 1 Total Fee:	**$215,000**
Part 2: Asset Management Program Services	
Task 1 Goal Setting	$5,000
Task 2 Asset Criticality	$330,000
Task 3 Inventory Assessment	$225,000
Task 4 Policy Development	$5,000
Task 5 Strategy Documents	$5,000
Task 6 Field Data Collection Procedures	$5,000
Task 7 Condition Assessment	$225,000
Task 8 Asset Management Plan	$100,000
Task 9 Operation & Maintenance (O&M) of Existing Storm Drainage Assets	$210,000
Part 2 Total Fee:	**$1,110,000**
Part 3: Program Management and Other Services	
Task 1 Kickoff Meeting	$5,000
Task 2 Public Outreach Services	$150,000
Task 3 Project Administration	$310,000
Task 4 Other Duties as Assigned	$200,000
Part 3 Total Fee:	**$665,000**
Parts 1 through 3 Total Fee:	**$1,990,000**
Reimbursable Expense:	$50,000
One Year Total Fee:	**$2,040,000**

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Chao & Associates, Inc. DUNS: 189168735 CAGE: 3HMY5	V001545	Engineering, Inventory and mapping, Easement/ROW, Construction Management Services	$150,870	7.40%	MBE	AM
HDR, Inc. DUNS: 187294624 CAGE: 1EHX1	V016946	Public Outreach, Easement/ROW, LID/GSI Design and Evaluation, Public/Private Partnerships	$14,271.08	0.70%	NA	NA
P.J. Noble & Associates, Inc.	V010835	Public Meetings and Outreach	$90,339.34	4.43%	MBE	BF
Southern Commercial Development	V015410	Traffic Control	$3,200.01	0.16%	WBE	NA
WE3 Consultants, LLC	NA	Public/Private Partnership, Public Meetings and Outreach	$0	0%	SBE	NA
Clemson University	V007301	Public/Private Partnership, Student Education	$30,000	1.47%	NA	NA

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
AM – Asian American Male
BF – African American Female
BM – African American Male
FB – Non-Minority Female Owned
HF – Hispanic American Female
HM – Hispanic American Male
NF – Native American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT $288,680.43
TOTAL CONTRACT AMOUNT: $2,040,000

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

Business Name: Woolpert, Inc.

Representative Name/Title: K. Flint Holbrook, Senior Vice President

Date: September 15, 2023

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Chao & Associates, Inc.
Company Name

7 Clusters Court
Physical Address

7 Clusters Court
Mailing Address

Columbia, SC, 29210-4831
City/State Zip Code + 4

(803)-772-8420 (803)-772-9120
Phone number Fax number

Gerald Lee
Primary Contact Name

Secondary Contact Name

GeraldL@chaoinc.com
Primary Contact Email Address

Secondary Contact Email Address

V001545
Federal ID # Vendor #

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

HDR, Inc.
Company Name

1201 Main Street, Suite 800
Physical Address

1201 Main Street, Suite 800
Mailing Address

Columbia, SC, 29201-3271
City/State Zip Code + 4

(803)-509-6600 (____) _____
Phone number Fax number

Ed Owens
Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

V016946
Federal ID # Vendor #

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

P.J. Noble & Associates, Inc.
Company Name

2711 Middleburg Dr., Suite 106
Physical Address

2711 Middleburg Dr., Suite 106
Mailing Address

Columbia, SC, 29204-2413
City/State Zip Code + 4

(803)-256-5025 ( ) _____
Phone number Fax number

Patrick Noble _____
Primary Contact Name Secondary Contact Name

pjnoble@pjnobleconsultants.com
Primary Contact Email Address Secondary Contact Email Address

V010835
Federal ID # Vendor #

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

Southern Commercial Development
Company Name

1326 South Lake Drive
Physical Address

1326 South Lake Drive
Mailing Address

Lexington, SC, 29073-8353
City/State Zip Code + 4

(803)-808-0232 (803)-490-1511
Phone number Fax number

Sherita Evans _____
Primary Contact Name Secondary Contact Name

sevans@scdevelopmentll.com
Primary Contact Email Address Secondary Contact Email Address

V015410
Federal ID # Vendor #

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

WE3 Consultants, LLC.
Company Name

651 Brushy Ford Road
Physical Address

651 Brushy Ford Road
Mailing Address

Saluda, SC, 29138-7501
City/State Zip Code + 4

(803)-727-0600 ( ) _____
Phone number Fax number

Bill Spearman _____
Primary Contact Name Secondary Contact Name

Bill.spearman@outlook.com
Primary Contact Email Address Secondary Contact Email Address

NA
Federal ID # Vendor #

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

Clemson University
Company Name

230 Kappa Street, Suite 200
Physical Address

230 Kappa Street, Suite 200
Mailing Address

Clemson, SC, 29634-0001
City/State Zip Code + 4

(803)-404-4303 ( ) _____
Phone number Fax number

Debabrata Sahoo _____
Primary Contact Name Secondary Contact Name

dsahoo@clemson.edu
Primary Contact Email Address Secondary Contact Email Address

V007301
Federal ID # Vendor #

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve Contract Amendment #9 for Project SS733702; East Rocky Branch Sewer Improvements Phase II, as requested by Columbia Water on October 3, 2023. Award to Hussey Gay Bell in the amount of $96,000.00. The current term of the contract ends on December 31, 2023. This firm is located in Columbia, SC.**

REQUISITION NO.: **R170040**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Water & Sewer Capital Projects - East Rocky Branch Imp Phase 02 - Capital Project Cost (5529999-SS733702-658650). The current budget amount is $1,827,000.00. The budget amount for this amendment is $96,000.00. The total revised budget amount is $1,923,000.00.**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **Yes**

FOCUS AREAS: **Innovative & High Quality Municipal Services**

PURPOSE:

This is a Mentor Protégé Program project. Hussey Gay Bell is the mentor and will provide engineering services in construction at 50.00% ($48,000.00) of the amendment amount.

Civil Engineering of Columbia, located in Columbia, SC, is the protégé and will provide assistance with construction administration and inspections at 50.00% ($48,000.00) of the amendment amount.

Contract Amendment #9 is requested to provide funding for additional engineering services related to construction observation of the gravity sewer project.

ATTACHMENTS:

- **#a:** SS733702 CA#9 PM Recommendation Memo (PDF)
- #b: SS733702 CA#9 H.G.B. East Rocky Branch Imp. Ph II (PDF)

- #c: PO Mod - CA#9 SS733702 H.G.B. East Rocky Branch Imp. Ph II (PDF)
- #d: SS733702 Site Map (PDF)

Contract Amendment #9

SS733702 East Rocky Branch Phase 2

Hussey Gay Bell

ENRFQ003B-13-14

October 5, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hussey Gay Bell (Engineer) dated August 18, 2015 (Agreement) to provide funding for additional engineering services related to construction observation of the gravity sewer project.

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 Amount (Term September 9, 2015 – June 30, 2018; PO# P154104):	$1,920,000.00
Amendment #1 (Cost Decrease; PO# P154104):	($720,000.00)
Amendment #2 (Cost Increase/Addition; PO# P154104):	$330,000.00
Amendment #3 Extension Letter (No Cost Time Extension from June 30, 2018 to June 30, 2019; PO# P154104):	$0.00
Amendment #4 (No Cost Time Extension from June 30, 2019 to June 30, 2020; PO# P154104):	$0.00
Amendment #5 (Cost Increase/Addition; Time Extension from June 30, 2020 to December 30, 2020; PO# P154104):	$165,000.00
Amendment #6 (No Cost Time Extension from December 31, 2020 to December 30, 2022; PO# P154104):	$0.00
Amendment #7 (Cost Increase/Addition; PO# P154104):	$36,000.00
Amendment #8 (Cost Increase/Addition; Time Extension from December 31, 2022 to December 30, 2023; PO# P154104):	$96,000.00
Current Contract Total:	**$1,827,000.00**
This Amendment #9 (Cost Increase/Addition; PO# P154104):	**$96,000.00**
Revised Contract Amount:	**$1,923,000.00**

This Change is Acceptable:

APPROVED AS TO FORM
Legal Department City of Columbia, SC
10/05/2023

Name of Firm
Hussey Gay Bell

Kevin F. Strickland
Print Name

Signature

10/9/23
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

OBO MPP Change Order/Amendment
Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	$1,920,000	$1,521,700	79.26%	$384,000	20.00%	$14,300	0.74%
CA# 1:	($720,000)	($584,500)	(81.18%)	($144,000)	(20.00%)	$8,500	1.18%
CA# 2:	$330,000	$237,800	72.06%	$66,000	20.00%	$26,200	7.94%
CA# 3:	$0	$0	0%	$0	0%	$0	0%
CA# 4:	$0	$0	0%	$0	0%	$0	0%
CA# 5:	$165,000	$132,000	80.00%	$33,000	20.00%	$0	0%
CA# 6:	$0	$0	0%	$0	0%	$0	0%
CA# 7:	$36,000	$17,600	48.89%	$7,200	20.00%	$11,200	31.11%
CA# 8:	$96,000	$48,000	50.00%	$48,000	50.00%	$0	0%
This CA: (Increase)	$96,000	$48,000	50.00%	$48,000	50.00%	$0	0%
Revised Contract:	**$1,923,000**	**$1,420,600**	**73.87%**	**$442,200**	**23.00%**	**$60,200**	**3.13%**

MPP Project #/Name: SS733702 East Rocky Branch Improvements Ph 2 **Contract Amendment #: 9** (Ex: 01, 02)

Change Order/Amendment Amount: $96,000

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☐ Yes ☐ No

Construction has gone beyond the anticipated completion of February 2023 to May 2023 requiring three additional months of construction observation and contract administrative services.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

N/A

3. ☒ **Funding Increase – Amount = $96,000** (Please continue on to questions 3 A & B below)
   - **A. Will protégé be performing any work within this change order?** ☒ **Yes** ☐ **No (If no, skip to B)**
     - **Amount of Change Order/Amendment to be received by the protégé:** $48,000

- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

This amendment is to extend construction services for another 4 months of construction activity; Protégé will provide construction observation.

B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

4. Revised scope of work

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by _____ (Mentor Firm) this 29 day of June 20 23.

By: Josh Rabon Title: Managing Partner

Firm Name: Civil Engineering of Columbia

EXECUTED by Kevin F Strickland (Protégé Firm) this 30 day of June 20 23

By: Kevin F. Strickland Title: _____

Firm Name: Hussey Gay Bell

OBO Statement for the change order/amendment:

OBO has reviewed the funding increase and revised work scope contract amendment. The original project contract amount was $1,920,000.00. The original amount received by the protégé was $384,000.00 or 20% of the original contract amount. The revised total contract amount is $1,923,000.00 which includes the current and any previous contract amendments for this project. The protégé will receive $442,200.00 or 23.00% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this 7th **day of** July **, 20** 23 **.**

By: LaTonya B Germany Title: Program Compliance Specialist

*This information is only required if the amendment is greater than $50,000, and the amendment must be approved by the City Council.

HUSSEY GAY BELL
Established 1958

COST CHANGE AMENDMENT #9

June 29, 2023

Mr. John T. Riggs, PE
Deputy Director of Major Capital Projects
City of Columbia
Utilities and Engineering
P.O. Box 147
Columbia, South Carolina 29217

Subject: **PROJECT NAME: East Rocky Branch Improvements Phase 2**
CIP NUMBER: S733702

Dear Mr. Riggs,

Under a previously executed City of Columbia contract for SS733702, Hussey Gay Bell was commissioned to provide engineering services for the construction of approximately 7,200 linear feet of 36" and 42" gravity sewer main to replace existing gravity sewer (sizes 20" to 30") from manhole 24193MH to manhole 14373 MH.

The purpose of this amendment is to provide for additional engineering support services during four additional months of construction (February, March, April and May of 2023).

Noted on the attached amendment detail pages are the Scope addition, Compensation, and Schedule adjustments necessary for this change.

Hussey Gay Bell appreciates the opportunity to provide this modification to the City of Columbia for the East Rocky Branch Improvements Phase 2 project. If you should have any questions, please feel free to contact me.

Sincerely,

HUSSEY GAY BELL

Kevin F. Strickland, PE
Principal

cc: Jamie Kelso, PE, Clean Water 2020 Project Manager

COST CHANGE AMENDMENT 9 – Task Details

PROJECT NAME: East Rocky Branch Improvements Phase 2
CIP NUMBER: SS733702

I. SCOPE ADDITION

Task 800 – Engineering Services During Construction

Additional scope is included for four (4) months of additional construction administration including coordination with the contractor.

Task 850 – Periodic Construction Observation

Additional scope is included for four (4) months of additional construction observation, to include weekly site visits by the Project Engineer and part time (20 hours per week) construction observation by the field representative.

II. COMPENSATION

The following changes to the initial SS#733702 contract are requested in this amendment:

- Task 800 and Task 850 – "Engineering Services During Construction" – increase dollar amount by $96,000 (from $652,000 to $748,000).

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	$96,000	$0	$0	$96,000
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	$249,600	$(127,600) [CA #1] $72,000 [CA#2]	$0	$194,000
Task 300	Survey and Utility Mapping	$172,800	$(56,800) [CA#1] $67,000 [CA#2] $5,000 [CA#5]	$0	$188,000
Task 400	Geotechnical Investigation	$48,000	$17,000 [CA#2]	$0	$65,000
Task 500	Final Design	$806,400	$(525,000) [CA#1] $119,000 [CA#2] $30,000 [CA#5]	$0	$430,400
Task 600	Permits and Property	$76,800	$46,000 [CA # 2]	$0	$122,800
Task 650	Permits and Property (Permit Fees)	$0	$5,000 (NTE) [CA#1]	$0	$5,000 (NTE)
Task 700	Bidding and Award	$28,800	$0	$0	$28,800
Task 800	Engineering Services During Construction	$441,600	$(51,600) [CA#1] $130,000 [CA#5] $36,000 [CA#7] $96,000 [CA#8]	$96,000	$748,000
Task 1000	Project Closeout	$0	$21,000 [CA#1] $9,000 [CA #2]	$0	$30,000
Task 1100	Additional Services	$0	$15,000 (NTE) [CA#1]	$0	$15,000 (NTE)
Total Fee		**$1,920,000**	**$(720,000) [CA#1] $330,000 [CA#2] $165,000 [CA#5] $36,000 [CA# 7] $96,000 [CA# 8]**	**$96,000**	**$1,923,000**

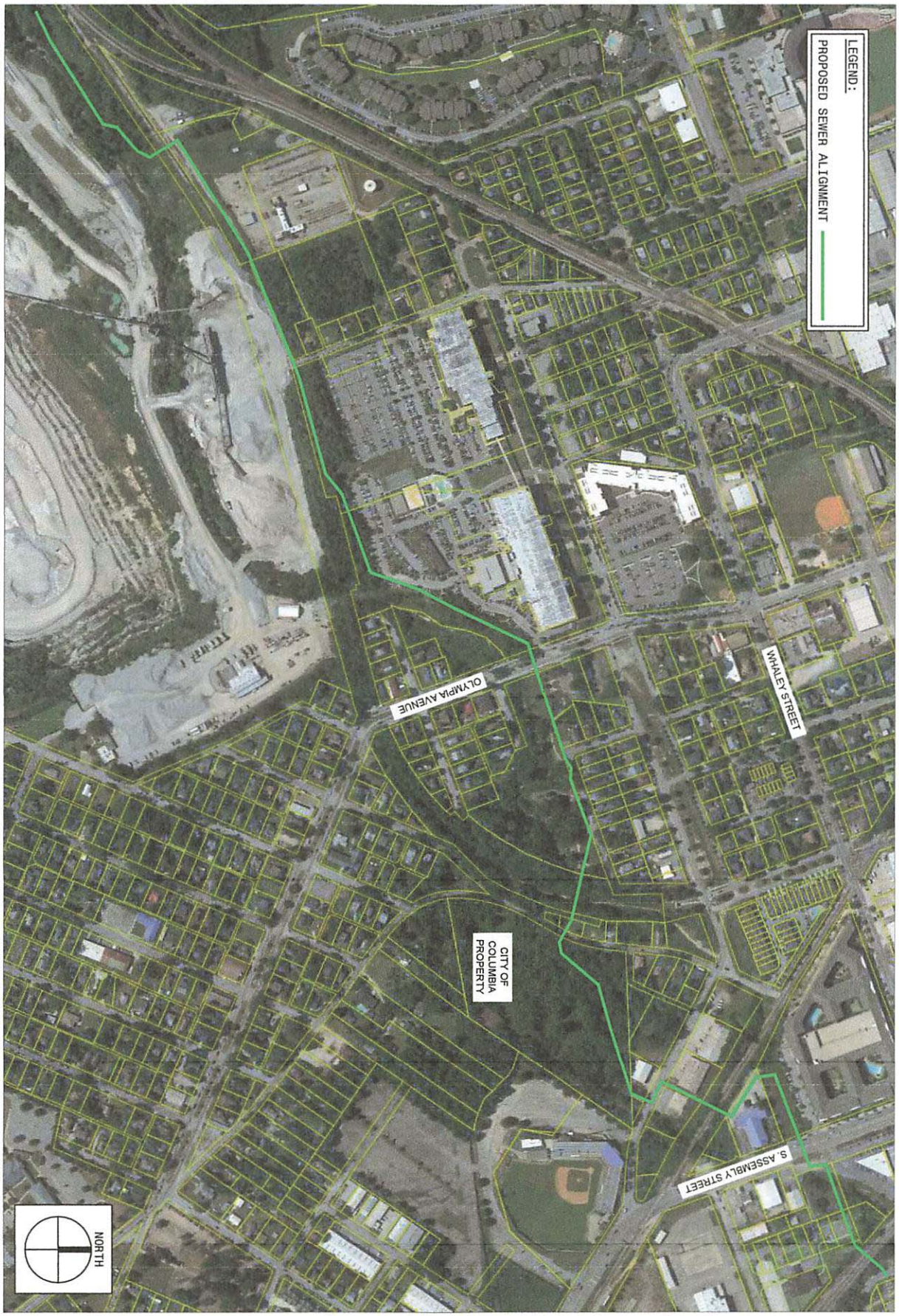
III. SCHEDULE

There is no change to the contract schedule. The Hussey Gay Bell contract expiration date remains December 30, 2023.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Civil Engineering of Columbia (CEC) as a Protégé Firm and Terracon as a sub-consultant Firm, for a Protégé percentage of 20.0% and total combined Protégé/Sub-consultant fee of 20.7%. MA Engineering Consultants was added as a sub-consultant Firm with CA#1. Environmental Permitting Consultants (EPC) was added as a sub-consultant Firm with CA#2. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. The Protégé participation will increase to 23.00%. This amendment will increase the total combined Protégé/Sub-consultant fee to 26.13%.

	Total Contract Amount	CEC Amount (*Protégé*)	% of Contract Amount	Terracon Amount (*Sub-cons.*)	% of Contract Amount	MA Eng. Amount (*Sub-cons.*)	% of Contract Amount	EPC Amount (*Sub-cons.*)	% of Contract Amount	K&P Eng. Amount (Sub-cons)	% of Contract Amount
Original Contract	$1,920,000	$384,000	20.0%	$14,300	0.7%	$0	0.0%	$0	0.0%	$0	0.0%
CA#1	$(720,000)	$(144,000)	20.0%	$0	0.0%	$8,500	1.2%	$0	0.0%	$0	0.0%
CA#2	$330,000	$66,000	20.0%	$6,700	2.0%	$2,000	0.6%	$17,500	5.3%	$0	0.0%
CA #3	$0	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%
CA #4	$0	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%
CA #5	$165,000	$33,000	20.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%
CA #6	$0	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%
CA #7	$36,000	$7,200	20.0%	$4,150	11.5%	$0	0.0%	$3,750	10.4%	$3,300	9.2%
CA #8	$96,000	$48,000	50%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%
CA #9	$96,000	$48,000	50%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%
New Total Contract Amount	$1,923,000	$442,200	**23.00%**	$25,150	**1.31%**	$10,500	**0.55%**	$21,250	**1.11%**	$3,300	**0.17%**



DRAWING NUMBER: E1	EAST ROCKY BRANCH IMPROVEMENTS PHASE 2 (SS733702) FOR THE CITY OF COLUMBIA PROPOSED SEWER ALIGNMENT	HUSSEY GAY BELL — Established 1958 1219 ASSEMBLY STREET, COLUMBIA, SC 29201 / T:803.799.0444

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve Change Order #6 Final for Project SS733702; East Rocky Branch Improvements Phase II, as requested by Columbia Water on September 7, 2023. Award to S. J. Louis Construction in the amount of $374,588.50. The current term of the contract ends on December 26, 2023. This firm is located in Rockville, MN.**

REQUISITION NO.: **R203705**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Water & Sewer Capital Projects - Rocky Branch Imp Phase 02 - Capital Project Costs (5529999-SS733702-658650). The current budget amount is $21,897,459.48. The budget amount for this change order is $374,588.50. The total revised budget amount is $22,272,047.98.**

CLEAN WATER 2020?: **Yes**

FOCUS AREAS: **Innovative & High Quality Municipal Services**

Final Construction Change Order #6 is requested to provide funding for additional efforts related to unsuitable subgrade as well as adjustments to estimated bid quantities to match actual installed quantities. This project consists of the upsizing of the existing sewer main for a distance of approximately 4,500 linear feet with new 36-inch diameter gravity sewer and for a distance of approximately 2,700 linear feet with new 42-inch diameter gravity sewer, all located along Rocky Branch. The project begins at the intersection of Main St. and Whaley St. and terminates at the connection to the existing 60-inch gravity line located near the Vulcan quarry along the Congaree River. This project provides the necessary sewer capacity for the Rocky Branch sewer basin, including areas of downtown and the University of South Carolina campus area.

ATTACHMENTS:

- **#a:** SS733702 East Rocky Branch CO#6 Final - PM Recommendation Memo (PDF)
- #b: CO#6 Final SS7337-02 East Rocky Ph.II Branch__S.J.Louis Construction(PDF)
- #c: PO Mod SS7337-02 East Rocky Branch Ph.II__S.J.Louis Construction (PDF)
- #d: SS733702 East Rocky Branch CO#6 Final - Support Documentation (PDF)

CIP # SS733702
East Rocky Branch
Improvements Phase 2
Change Order #6 Final
PO#185379
August 17, 2023

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and S.J. Louis Construction, Inc (SJ Louis) is requested due to unforeseen conditions requiring additional work and to adjust the bid item quantities to match the actual installed quantities. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Description for Changes: This change order is a final add/deduct to close out the Project as well as other items that had to be added and removed to the Project to complete the proposed construction as follows:

1. **Change Order Request 022 – Main Street Subgrade Improvements**
   - The existing subgrade material beneath the Main Street excavation was found to be unsuitable for replacement. The existing soil was hauled off the site and suitable material was brought in to back fill the area. The extra work resulted in an increase of $5,155.27.

2. **Adjustment for Final Installed Quantities**
   - See the Additions and Deductions line items below for a breakdown of the adjustments between the estimated bid quantities and actual installed quantities.

Additions:

Item 1 as described above	$	5,155.27
Item A4 Clearing and Grubbing 1,613 SY @ $5/SY	$	8,065.00
Item A9 Abandonment of Existing Gravity Sewer 19.74 LF @ $22/LF	$	434.28
Item A10 Remove and Dispose of Sewer Pipe 165 LF @ $25/LF	$	4,125.00
Item A12 Remove and Replace Concrete Sidewalk 724.1 SY @ $55/SY	$	39,825.50
Item A13 Remove and Replace Concrete Driveway 213.09 SY @ $70/ SY	$	14,916.30
Item A16 Remove Asphalt Pavement 2,183.82 SY @ $5/SY	$	10,919.10
Item A17 Full Depth Asphalt Pavement Repair 3,805.03 SY @ $60/SY	$	228,301.80
Item A18 Resurface Existing Pavement (SCDOT Roads) 371.56 TN @ $300/TN	$	111,468.00
Item A19 Flowable Fill for Roadways Cuts 320 CY @ $175/ CY	$	56,000.00
Item A21 Connect Existing Service Laterals 2 EA @ $3,500/EA	$	7,000.00
Item A24 CCTV Post Construction Inspection (2419MH to MH-A-1) 320LF @ $3/LF	$	960.00
Item B1 54" steel casing 10 LF @ $2,100/LF	$	21,000.00
Item D20 Watertight Manhole frame and cover 1EA @ $1,500/ EA	$	1,500.00
Item E1 CIPP 20" Sewer 91LF @$250/LF	$	22,750.00
Item B2 36" SN46 FRMP Carrier Pipe 37LF @ $345/LF	$	12,765.00

CIP # SS733702
Change Order #6
Page 2

Item C6 36" SN46 FRMP Gravity Sewer (14'-16' deep) 8LF @ $535/LF	$ 4,280.00
Item C7 36" SN46 FRMP Gravity Sewer pipe (16'-18' deep) 13LF @ $540/LF	$ 7,020.00
Item C8 36" SN46 Gravity Sewer pipe (18'-20' deep) 46LF @ $545/LF	$ 25,070.00
Item C9 36" SN46 FRMP Gravity Sewer pipe (20'-22' deep) 5LF @ $550/LF	$ 2,750.00
Item C10 42" SN46 FRMP Gravity Sewer pipe (20'-22' deep) 6LF @ $555/LF	$ 3,330.00
Item C11 42" SN46 FRMP Gravity Seer pipe (22'-24' deep) 6LF @ $560/LF	$ 3,360.00
Item C13 42" SN72 FRMP Gravity Sewer pipe (24'-26' deep) 12LF @ $840/LF	$ 10,080.00
Item A8 Rock and Boulder Excavation 919.2725 CY @ $100/CY	$ 91,927.25
TOTAL ADDITIONS:	**$ 693,002.50**

Deductions:

Item A14 Remove and Replace concrete curb and gutter 177 LF @ $35/LF	$ 6,195.00
Item A15 Concrete Encasement and Anti-seepage collars 24LF @$500/LF	$ 12,000.00
Item A23 CCTV of 20" Sewer (05535MH to 06087MH) 58LF @ $3/LF	$ 174.00
Item A27 Relocation of Verizon and Segra infrastructure – allowance $150,000	$ 150,000.00
Item B3 Excavate Micro tunnel Boring Machine Launch Shaft 4.5VF @ $7,500/VF	$ 33,750.00
Item B5 Excavate Micro tunnel Boring Machine Recovery Shaft 26VF @$2,500/VF	$ 65,000.00
Item B6 Setup Micro tunnel Boring Machine Recovery Shaft 1 EA @$12,500/ EA	$ 12,500.00
Item D2 5' Diameter Manhole (12'-14' deep) 1EA @$12,000/ EA	$ 12,000.00
Item D21 Inside Manhole Drop Connection 2VF @ $750/VF	$ 1,500.00
Item E2 CIPP 21" Sewer 82LF @ $250/LF	$ 20,500.00
Item C3 30" SN46 FRMP Gravity Sewer pipe (20'-22' deep) 7LF @ $685/ LF	$ 4,795.00
TOTAL DEDUCTIONS:	**$ 318,414.00**
TOTAL CHANGE (ADDITION):	**$ 374,588.50**

Owner's Contingency Allowance

Original Allowance Total:	$ 1,621,800.00
Previous Change Orders:	$ 1,621,800.00
This Change (Decrease):	$ 0.00
Revised Owner's Contingency Allowance:	**$ 0.00**

Proposed Change and Basis for Payment

Original Contract Price:	$ 16,218,000.00
Previous Change Orders (Increase):	$ 5,679,459.48
This Change (Increase):	$ 374,588.50
Revised Contract Price:	**$ 22,272,047.98**

Funding Source: 5529999-SS733702-658650.

Contractual Completion Dates:

Notice to Proceed:	9/21/2020
Substantial Completion Date:	7/23/2022
Final Completion Date:	9/21/2022
Days Added due to CO #1:	None
Days Added due to CO #2:	None
Days Added due to CO #3:	98 days [Substantial & Final Completion] 180 days [Contract Closeout]
Days Added due to CO #4:	127 days [Subst Compl, Final Compl, & Closeout]
Days Added due to CO #5:	56 days
Revised Substantial Completion Date:	04/30/2023
Revised Final Completion Date:	06/29/2023
Contract Closeout Date:	12/26/2023

CIP # SS733702
Change Order #6
Page 4

This Change is Acceptable:

S.J. Louis Construction, Inc. By: _____

(Mr. Aaron Kellerman) Title: Senior Project Manager

Recommended for Approval: _____ Construction Coordinator
Alan Cockrell

Recommended for Approval: _____ Sr. Utility Constr. Coordinator
Tim Sox

Recommend for Approval: _____ Deputy Director of Engineering
Andrea Bolling, P.E.

Recommend for Approval: _____ Asst. City Manager
Clint E. Shealy, P.E.

Approved: _____ City Manager
Teresa B. Wilson

APPROVED AS TO FORM
Legal Department City of Columbia, SC
10/05/2023

HUSSEY GAY BELL
Established 1958

October 3, 2023

John T Riggs, PE
Deputy Director of
Major Capital Projects
Columbia Water
PO Box 147
Columbia, SC 29217

Re: East Rock Branch Sanitary Sewer
Improvements – Phase II Columbia
Water CIP No. SS733702
Engineer's Recommendation for Change Order No. 6

Mr. Riggs:

This letter is to serve as Hussey Gay Bell's (HGB) Engineer's Recommendation for Change Order No. 6 (CO #6) for an increase of $ 374,588.50 in the contract price and no change in the contract time with the Contractor, SJ Louis Construction, Inc. The proposed CO #6 consists of the following changes:

Change Order Request 022 – Main Street Subgrade Improvements
During construction the existing subgrade material beneath the Main Street excavation was found to be unsuitable for replacement. The existing soil was hauled off the site and suitable material was brought in to back fill the area. The extra work resulted in an increase of $5,155.27.

Adjustment of final quantities to represent actual field conditions.
The remainder of the change order includes adjustments of quantities to payment items in the contract to match the actual field constructed quantities. This includes additions to some quantities and deductions to other quantities. The adjustments were confirmed in the field by HGB construction observation staff and City Construction Management staff throughout construction. These changes are to quantities only and no change was allowed to the unit price of each item.

The change order request results in an addition of $693,002.50 (includes COP22) to the contract and a deduction of $318,414.00 to the contract. This totaled a final change to the contract of $374,588.50 additional costs.

Based on our review and consideration of these requests, we recommend the execution of CO #6 for an increase of $374,588.50 in the contract price and no change in the contract time.

Should you have any questions regarding this recommendation, please do not hesitate to contact me at (803) 799-0444 or kstrickland@husseygaybell.com.

Sincerely,

HUSSEY GAY BELL

Kevin F. Strickland, PE
Principal

Cc: James Alan Cockrell, City of Columbia
Jamie Kelso, Clean Water 2020
Travis Basnett, HGB — Columbia

May 16, 2023

Kevin Strickland
Hussey Gay Bell
1219 Assembly Street
Columbia, SC 29201

S.J. LOUIS
CONSTRUCTION, INC.

RE: East Rocky Mountain Branch Sanitary Sewer Improvements Phase II
Change Order Request 022 – Main St Subgrade Improvements

Mr. Strickland,

Please consider this letter as SJ Louis Construction, Inc.'s (SJ Louis) Change Order Request for an adjustment of Contract Price in accordance with Section 9 of the Special Provisions.

The existing subgrade material beneath the Main St excavation was found to be unsuitable for replacement. SJ Louis discussed the concerns with Hussey Gay Bell (HGB) regarding the potential high risk of this section of the street having major defects in the future if the existing soil was used as the subgrade material and purposed to haul the existing soil off the site and to backfill the area with suitable material. Per the email correspondence between HGB and the City of Columbia, "Fwd: 52011-10 _ Main St Subgrade" dated May 2, 2023, The City confirmed that this would be the best approach to ensure these concerns are eliminated.

SJ Louis proceeded to haul off the unsuitable material and installed Crushed Stone Base after the pipe was installed. Below is are the costs associated with this work.

Main St Subgrade Improvements					
Item	Qty	UM	Unit Price	Tax	Total
Crushed Stone	164.19	TN	$ 17.25	$ 1.38	$ 3,058.86
Hauloff	12.75	HR	$ 85.00		$ 1,083.75
Dump Fees	272	TN	$ 2.00		$ 544.00
			Subtotal =		$ 4,686.61
			10% Markup =		$ 468.66
			Total =		**$ 5,155.27**

For the coverage of the additional work described, SJ Louis is requesting an increase to Contract Price in the amount $5,155.27, respectively.

If you have any questions or concerns, feel free to contact me at (320) 250-4134 or aaronk@sjlouis.com. Please let me know if you would like to meet and discuss this request.

Sincerely,

Senior Project Manager
Office: (320) 253-9291 Ext. 303
Enclosures: - Invoicing

L.A. BARRIER & SON INC.

HAULING SINCE 1955

Customer ID	Payment Terms
0108	NET 30

PO Box 84007
Lexington, SC 29073

INVOICE #	INVOICE DATE
166197	5/5/2023

BILL TO:
S.J. Louis Construction, Inc.
PO Box 459
1351 Broadway Street W.
Rockville, MN 56369-0459

ORDER SALESPERSON:
Grant Provost

PURCHASE ORDER:
52011.001

ORDER DELIVERED TO:
South End Williams St.
Aaron 320-250-4134
Eric 320-250-1619
Chase - 320-428-5014
Tony - 320-267-7516

ORDER DESCRIPTION:
1862 - East Rocky Branch - 725 Silver Street - Columbia

Ticket #	Truck ID	Date	Product	Net	Units	Rate	Price Adj	Amount
[redacted]								$517.63
3408082	42	5/5/2023	CR14 Crusher Run	20.24	Ton	$17.25	$0.00	$349.14
3408115	42	5/5/2023	CR14 Crusher Run	20.20	Ton	$17.25	$0.00	$348.45
3408125	42	5/5/2023	CR14 Crusher Run	20.75	Ton	$17.25	$0.00	$357.94
3408139	42	5/5/2023	CR14 Crusher Run	20.98	Ton	$17.25	$0.00	$361.91
3408148	42	5/5/2023	CR14 Crusher Run	20.87	Ton	$17.25	$0.00	$360.01
3408166	42	5/5/2023	CR14 Crusher Run	20.81	Ton	$17.25	$0.00	$358.97
3408174	42	5/5/2023	CR14 Crusher Run	20.47	Ton	$17.25	$0.00	$353.11
3408182	42	5/5/2023	CR14 Crusher Run	19.87	Ton	$17.25	$0.00	$342.76
CR14 Crusher Run / 164.19 Ton								**$2,832.29**
319177	58	5/1/2023	Dirt Disposal (CUYD)- Excess Clay- West Columbia	272.00	Yard	$2.00	$0.00	$544.00
Dirt Disposal (CUYD) / 272.00 Yard								**$544.00**
319177.1	58	5/1/2023	Triaxle	10.00	Hour	$85.00	$0.00	$850.00
318395	57	5/6/2023	Triaxle	2.75	Hour	$85.00	$0.00	$233.75
Triaxle / 12.75 Hour								**$1,083.75**

# OF TICKETS	TOTAL NET QUANTITY	AMOUNT	PRICE ADJUSTMENT TOTAL
[redacted]	[redacted]	[redacted]	[redacted]

If you have any questions about billing please contact us at 803-821-9316. We appreciate your business!

SUBTOTAL	[redacted]
TAX	[redacted]
TOTAL	[redacted]

Subtotal = $4,460.04
Tax = $ 226.57
Total = $4,686.61

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a new Construction Contract for Woodcreek Farms Road Rebuild Project, as requested by the Public Works Department on July 21, 2023. Award to Lynches River Contracting, Inc., in an amount not to exceed $2,618,316.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 90 days from commencement. This contractor is located in Pageland, SC.**

REQUISITION NO.: **R217465**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Public Works-Street Division (4079999-SR194201-658650). Reimbursement funding for this project is coming from the CTC (County Transportation Committee). The original budget is $2,618,316.00.**

CLEAN WATER 2020?: **No**

PURPOSE:

Lynches River Contracting, Inc. is the prime contractor and will provide paving services at 93.77% ($2,046,025.50) of the contract amount.

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

Benton Concrete & Utilities, LLC, located in Conway, SC, will provide concrete flatwork at 1.86% ($40,655.00) of the total contract amount.

Straight Line, Inc., a Minority Business Enterprise located in Conway, SC, will provide pavement markings at 0.23% ($5,000.00) of the total contract amount.

Villager Construction, located in Fairport, NY, will provide milling at 4.14% ($90,249.50) of the total contract amount.

There was one (1) responsive and responsible bid received for this project under BID004-23-24-LB.

The total construction time allocated for this project is ninety (90) consecutive calendar days

from the commencement date as specified in the Notice to Proceed.

Base Bid	$2,181,930.00
Contingency (20%)	$ 436,386.00
Total	$2,618,316.00

ATTACHMENTS:

- **#a:** Contracts approved by Legal (1) (PDF)
- #b: Official_Bid_Tabulation_for_Bid004-23-24-LB (PDF)
- #c: Bid004-23-24-LB BIR Form (PDF)

Contract

City of Columbia, South Carolina

Wood Creek Farms Road Rebuild Project

Bid004-23-24-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Lynches River Contracting, Inc.** legal address and principal place of business at **P.O. Box 250, Pageland SC 29728**, 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 **City of Columbia.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **ninety (90)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work contemplated

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Two Million One Hundred Eighty-One Thousand Nine Hundred Thirty Dollars and Zero Cents ($2,181,930.00).** This Contract also provides for an additional contingency in the amount of **Four Hundred Thirty-Six Thousand Three Hundred Eighty-Six Dollars and Zero Cents ($436,386.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents ($500.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE.

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 General Specifications.

9.2.8 Geotechnical Engineering Report.

9.2.9 SCDOT 2007 Standard Specifications for Highway Construction.

9.2.10 Addenda number 1 to 3, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor	Owner
_____	City of Columbia, SC
BY	BY
_____	_____
	Teresa Wilson, City Manager
(CORPORATE SEAL)	
Attest	Attest
_____	_____
Address for giving notices:	Address for giving notices:
_____	Department of Procurement and Contracts
_____	1800 Main Street, 2nd Floor
_____	Columbia, SC 29201
Date: _____	Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Event Number	Bid004-23-24-LB Addendum 3	**Organization**	City of Columbia, SC
Event Title	Wood Creek Farms Road Rebuild Project	**Workgroup**	Purchasing
Event Description	A non-mandatory but highly recommended	**Event Owner**	LaTrelle Bowdry
Event Type	IFBs	**Email**	vasthi.bowdry@columbiasc.gov
Issue Date	7/18/2023 10:00:01 AM (ET)	**Phone**	
Close Date	9/7/2023 10:00:00 AM (ET)	**Fax**	OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Lynches River Contracting, Inc.	Pageland	SC	9/6/2023 04:10:27 PM (ET)	1	$2,181,930.00

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

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Benton Concrete & Utilities, LLC		Concrete Flatwork	$40,655.00	1.86 %		
Straight Line, Inc.		Pavement Markings	$5,000.00	0.23%		
Villager Construction, Inc.		Milling	$90,249.50	4.14 %		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male **BF** – African American Female
BM – African American Male **FB** – Non-Minority Female Owned **HF** – Hispanic American Female
HM – Hispanic American Male **NF** – Native American Female **NM** – Native American Male

COMBINED TOTAL SUB AMOUNT: $ 135,904.50

TOTAL CONTRACT AMOUNT: $ 2,181,930.00

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

Business Name: Lynches River Contracting, Inc.

Representative Name/Title: Thad A. Preslar, President

Date: 8/24/23

5/3/22 City of Columbia Form 0710 V.2

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to Ratify Thirteen (13) Emergency Procurements for the repair of waterlines, roadways, and meter relocations throughout the City, as requested by various City Departments. Award to the lowest responsive bidder for each project in a total amount of $3,993,110.70.**

REQUISITION NO.: **R223865, R224088, R224080, R224082, R224662, R224663, R224651, R224400, R224082, R22401, R224080, R224917, R223321**

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Item	Vendor and Location	Description	Amount
a.	Pulliam Restoration Columbia, SC	Water damage repair at 2221 Devine Street, as requested by Support Services on August 7, 2023.	*$206,721.98*
Funding Source: General Support Services – Building Maintenance Repair (1011201-638100). The original budget amount is $206,721.98.			
b.	Lake Murray Utilities Chapin, SC	Replacement of a 12" waterline on Wheat Street, as requested by Columbia Water on August 8, 2023.	*$303,303.92*
Funding Source: Water & Sewer Capital Projects – Capital Projects Cost (5529999-658650). The original budget amount is $303,303.92.			
c.	Vortex Services Tampa, FL	Lining of an existing of a 72" storm drainage pipe on Cherokee Street between Hampton and Washington Streets, as requested by Columbia Water on August 9, 2023.	*$792,553.70*
Funding Source: Storm Water Improvements Capital Projects Cost – Capital Projects Cost (5549999-658650). The original budget amount is $792,533.70.			
d.	Carolina Tap & Bore West Columbia, SC	Replacement of a 16" waterline on Woodlake Bridge, as requested by Columbia Water on August 10, 2023.	*$536,611.32*
Funding Source: Water & Sewer Capital Projects – Capital Projects Cost – 16" WM for 1600/1700 Woodlake (5549999-WM4734701-658650). The original budget amount is $536,611.32.			
e.	Carolina Tap & Bore West Columbia, SC	Installation of new 6" waterlines on Cokesbury Drive, Chesnee Drive, and Barksdale Drive, as requested by Columbia Water on September 28, 2023.	*$412,246.80*
Funding Source: Water & Sewer Capital – Capital Projects Cost – WM along Cokesbury/Chesnee/Barksdale			

(5529999-WM473901-658650). The original budget amount is $412,246.80.			
f.	Carolina Tap & Bore West Columbia, SC	Replacement of a 24" waterline on Harden Street, as requested by Columbia Water on September 28, 2023.	*$549,105.48*
Funding Source: Water & Sewer Capital Projects – Harden Street 24" Lock Joint Relocation – Capital Project Costs (5529999- WM474901-685650). The original budget amount is $549,105.48.			
g.	CR Jackson Columbia, SC	Repair and replacement of a 6" waterline located within the intersection of St. Andrews and Lake Murray Blvd, as requested by Columbia Water on August 10, 2023.	*$409,678.50*
Funding Source: Water & Sewer Capital – Capital Projects Cost – WM at St. Andrews/Lake Murray (5529999-WM475801-658650). The original budget amount is $409,678.50.			
h.	TCO Construction Sumter, SC	Installation of a 6" waterline on Norse Way, as requested by Columbia Water on August 23, 2023.	*$102,252.78*
Funding Source: Water & Sewer Capital – Capital Projects Cost – 6" WM for Norse Way Cul-de-Sac (5529999-WM475601-658650). The original budget amount is $102,252.78.			
i.	Trane Columbia, SC	Replacement of 3 HVAC systems at Hyatt Park, as requested by Support Services on September 7, 2023.	*$83,243.16*
Funding Source: Support Services Public Building – Maintenance & Contract Services (5511219-638200). The original budget amount is $83,243.16.			
j.	Lake Murray Utilities Chapin, SC	Installation of a 6" waterline on Forest Drive, as requested by Columbia Water on August 2, 2023.	*$207,066.00*
Funding Source: Water & Sewer Capital Projects – Forest Drive Water Main Upgrade – Capital Project Costs (5516208-WM472901-625600). The original budget amount is $207,066.00.			
k.	Powerhouse Mechanical Repair Inc. Charlotte, NC	Aeration Blower rebuild for three blowers, as requested by Columbia Water on July 24,, 2023.	*$74,635.75*
Funding Source: Utilities Metro Wastewater Plant – Equipment Repair/Service Supply (5516208 -631800). The original budget amount is $74,635.75.			
l.	LAD Construction Swansea, SC	Installation of a 6" waterline and service renewals on Golden Court, as requested by Columbia Water on August 9, 2023.	*$100,200.00*
Funding Source: Water & Sewer Capital Projects – WM Upgrade/Service Renew along Golden Court – Capital Project Costs (5529999- WM474701-685650). The original budget amount is $100,200.00.			
m.	Xylem Water Solutions Charlotte, NC	Repair of the Flygt ACT Transport PMA pump and repair of the cables/hoses at West Columbia Pump Station, as requested by Columbia Water on October 3, 2023.	$155,491.31
Funding Source: Utilities Metro Wastewater Plant – Machinery & Equipment-Capital (5329999-658300). The original budget amount is $155,491.31.			
Total Amount:			***$3,993,110.70***

Sec. 2-204. - Item (6) Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulation, or except as otherwise

provided in this article: Emergency procurements

ATTACHMENTS:

- **#a:** Fully Signed Justification for Pulliam Restoration (PDF)
- #b: Fully Signed Justification for Lake Murray Utilities (PDF)
- #c: Fully Signed Justification for Vortex (PDF)
- #d: Fully Signed Justificatio for Carolina Tap & Bore (PDF)
- #e: Fully Signed Justification For Carolina Tap & Bore (PDF)
- #f: Fully Signed Justification For Carolina Tap & Bore (PDF)
- #g: Fully Signed Justification for TCO (PDF)
- #h: Fully Signed Justification for Trane (PDF)
- #i: Fully Signed Justification for Lake Murray Utilities (PDF)
- #j: Fully Signed Justification for LAD (PDF)
- #k: Fully Signed Justification For Xylem Dewatering Services (PDF)
- #l: Fully Signed Justification For Carolina Tap & Bore (CT&B) (PDF)
- #m: Fully Signed Justification for Powerhouse Mechanical (PDF)

JUSTIFICATION FOR

Requisition# R223865

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure water damage at 2221 Devine Street (1)

as an emergency procurement from Pulliam Restoration (2)

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

Due to time sensitive with the water damage to 2221 Devine Street building, Support Services notified Procurement and Contract Director, Shannon Lizewski before this vendor was notified to render services for the water damage. (3)

08/02/2023
Date

Amount$ 191,409.24

Signature of Department Head — Date: 08/02/23

Shannon Lizewski
Signature of Purchasing Agent — Date: 8/7/2023

Form must be routed in the order of the signatures

Signature of Finance Director — Date

Signature of Asst. City Manager — Date: 8/4/2023

Signature of City Manager — Date: 8/4/2023

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

Rev 05/14/18 Form 0102

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R223865

PULLIAM
Pulliam Restoration
1977 Legrand Rd
Columbia, SC 29223

Invoice

Date	Invoice #
6/30/2023	11170V

Bill To	Job Address
City of Columbia Stacey Dixon 2221 Devine St Columbia, SC 29205 USA	City of Columbia Stacey Dixon 2221 Devine St Columbia, SC 29205 USA

P.O. Number	Terms	PM	Ship	Via	F.O.B.	Project
9	Due on receipt		6/29/2023			23-0217-WTR

Quantity	Item Code	Description	Price Each	Amount
	WTR- Commercial	Water Mitigation Services	191,409.24	191,409.24

Please consider leaving Pulliam Restoration a 5 Star review on Google. Click the link below to leave the review:
https://swllcx.co/g8GuVJF

Total $191,409.24

Thank you for choosing Pulliam Restoration. All invoices are due on receipt. Accounts not paid within these terms are subject to a 1.5% monthly interest charge. If final payment is not recieved after 60 days, a summons and complaint may be filed with the local magistrate and/or a lien filed against the real property. The prevailing party shall have the right to collect from the other party its reasonable cost and necessary dispursements and attorneys fees incurred in enforcing this Agreement, to include lien and filing fees.

*If you feel this invoice is more than a previoulsly agreed amount, please contact us immediately.

*If you are a commercial business needing additional information from us such as a COI or W9, this can be requested from us at ap@pulliam247.com or by calling us 803-750-5538.

*A 3% fee will be added to all accounts paid by credit card.

Phone Number: 803-750-5538

We Are Columbia

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

INTER OFFICE MEMORANDUM

TO: Mr. Jeff Palen

CC:

FROM: Anita Higgins

ASST. CITY MGR.:

Emergency/Immediate: ☐ **Med. Level of Urgency:** ☐ **Routine:** ☐

ACM JUSTIFICATION:

SUBJECT: Pulliam Restoration Emergency Procurements

DATE: 8/11/23

COMMENTS:

I have enclosed the subject documentation requesting: approval

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

[Please check all applicable items below]

This request is a:

____Sole Source Procurement	_✓_Emergency Procurement
____Routine/Standard Purchase	____IT related Purchase
____ Construction Contract	____ Professional Services Agreement
____Construction Change Order	____ Contract Amendment
____ Contract Extension/Renewal	____New Purchase of Non-IT related Equipment
____ PO Change / Modification Form	____New Purchase of IT goods or services

Previously procured item(s) or services: ____Yes or ___No

Budgeted item with funds readily available: ____Yes or ___No

Funds transfer will be required to procure this item or service: ____Yes or _✓_No

Please return to Anita Higgins, 1800 Main Street 2nd fl , Respectfully requested by .

Attachments (____)

JUSTIFICATION FOR

Requisition# Pending Budget Transfer

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the installation of (1)
replacement 12 inch waterline on Wheat Street

as an emergency procurement from Lake Murray Utilities in the amount of $303,303.92 which includes the
base bid of $252,753.27 and a 20% contingency from 552 9999 (2) WM4757 658650.

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

the existing 12 inch waterline leak on a culvert over Rocky Branch. This waterline provides service to
USC and it's failure due to the location of the leak in the line (3) and the waterline being strapped to the culvert
made this leak a potential danger to public health and safety. Lake Murray Utility was responsive
and had the necessary materials to replace the waterline readily available.

August 3, 2023 — Date

Amount$ $303,303.92

Signature of Department Head	8/3/23 Date
Signature of Purchasing Agent	8/9/2023 Date
Signature of Finance Director	Kristine Githara 8/10/2023 Date
Signature of Asst. City Manager	8/10/2023 Date
Signature of City Manager	8/14/2023 Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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BID FORM

Project Name: Water Main Upgrades to Wheat Street

Bid Item	Description	Quantity	Unit	Unit Price	Amount
1	Traffic Control	1	LS	$12,000	$12,000
2	Removal & Disposal of Existing Pipe	130	LF	$25	$3,250
3	12" Restrained Joint DIP	130	LF	$325	$42,250
4	12" MJ Fittings	8	EA	$1,500	$12,000
5	12" MJ Gate Valve	1	EA	$5,500	$5,500
6	12" Insertavalve	1	EA	$32,500	$32,500
7	Aerial Crossing	1	LS	$20,000	$20,000
8	Saw Cut & Remove Asphalt/Concrete (12" thick)	56	TON	$250	$14,000
9	Remove Subgrade	110	TON	$75	$8,250
10	Replace Asphalt Patch (4" Surface Course Type B)	17	TON	$300	$5,100
11	Flowable Fill	80	CY	$210	$16,800
12	Replace Concrete Sidewalk	4	CY	$1,200	$4,800
13	Replace Concrete Curb & Gutter	36	LF	$100	$3,600
14	Remove/Replace Guard Rail as Necessary	1	LS	$1,500	$1,500
15	Remove/Replace Fence as Necessary	1	LS	$2,500	$2,500
16	Asphalt Milling	416	SY	$33.15	$13,790.40
17	Asphalt Resurfacing	46	TON	$537	$24,702
18	Asphalt Stamping	1	LS	$8,350	$8,350
19	Steel Plate Rental (14)	1	LS	$2,625	$2,625
20	Restoration (Sod)	900	SF	$8	$7,200
	Total				$240,717.40
21	Mobilization/Demobilization(5%)	1	LS		$12,035.87
	Bid Total				$252,753.27

* Being routed for signatures *

We Are Columbia

CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE	8/3/2023
PROJECT NAME	Water Main Upgrades for Wheat Street			NEW PROJECT?	Yes
PROJECT ID	WM475701			PROJECT TYPE	Capital
MANAGER NAME	Bennic Gable				

THIS SECTION TO BE COMPLETED BY DEPARTMENT		
REVENUE BUDGET CONTROL- identifies source of funding		
AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
$ 303,303.92	WM432324	Unforeseen Projects
$ 303,303.92		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
23/24	658650	552	9999	WM475701		$ 303,303.92	$ 303,303.92
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 303,303.92

EXPLANATION	WM475701 - Water Main Upgrades for Wheat Street approved FY23/24 budget.

AUTHORIZED SIGNATURES:	
DEPARTMENT MANAGER	ASST CITY MANAGER
DIVISION MANAGER 8/4/23	CITY MANAGER

JUSTIFICATION FOR

Requisition# Pending Budget Transfer

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the Installation of (1) replacement 12 inch waterline on Wheat Street

as an emergency procurement from Lake Murray Utilities in the amount of $303,303.92 which includes the (2) base bid of $252,753.27 and a 20% contingency from 552 9999 WM4757 658650.

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

the existing 12 inch waterline leak on a culvert over Rocky Branch. This waterline provides service to USC and it's failure due to the location of the leak in the line (3) and the waterline being strapped to the culvert made this leak a potential danger to public health and safety. Lake Murray Utility was responsive and had the necessary materials to replace the waterline readily available.

August 3, 2023 — Amount$ $303,303.92

Date

Signature of Department Head	8/3/23 Date
Signature of Purchasing Agent	Date
Signature of Finance Director	Date
Signature of Asst. City Manager	Date
Signature of City Manager	Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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Requisition# R224087 Pending Budget Transfer

JUSTIFICATION FOR

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the installation of (1) replacement 12 inch waterline on Wheat Street

as an emergency procurement from Lake Murray Utilities in the amount of $303,303.92 which includes the (2) base bid of $252,753.27 and a 20% contingency from 552 9999 WM4757 658650.

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

the existing 12 inch waterline leak on a culvert over Rocky Branch. This waterline provides service to (3) USC and it's failure due to the location of the leak in the line and the waterline being strapped to the culvert made this leak a potential danger to public health and safety. Lake Murray Utility was responsive and had the necessary materials to replace the waterline readily available.

August 3, 2023 — Date

Amount$ $303,303.92

Signature of Department Head	8/3/23 Date
Shannon Lizewski	8/9/2023
Signature of Purchasing Agent	Date
Signature of Finance Director	Date
Signature of Asst. City Manager	Date
Signature of City Manager	Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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BID FORM

Project Name: Water Main Upgrades to Wheat Street

Bid Item	Descripton	Quantity	Unit	Unit Price	Amount
1	Traffic Control	1	LS	$12,000	$12,000
2	Removal & Disposal of Existing Pipe	130	LF	$25	$3,250
3	12" Restrained Joint DIP	130	LF	$325	$42,250
4	12" MJ Fittings	8	EA	$1,500	$12,000
5	12" MJ Gate Valve	1	EA	$5,500	$5,500
6	12" Insertavalve	1	EA	$32,500	$32,500
7	Aerial Crossing	1	LS	$20,000	$20,000
8	Saw Cut & Remove Asphalt/Concrete (12" thick)	56	TON	$250	$14,000
9	Remove Subgrade	110	TON	$75	$8,250
10	Replace Asphalt Patch (4" Surface Course Type B)	17	TON	$300	$5,100
11	Flowable Fill	80	CY	$210	$16,800
12	Replace Concrete Sidewalk	4	CY	$1,200	$4,800
13	Replace Concrete Curb & Gutter	36	LF	$100	$3,600
14	Remove/Replace Guard Rail as Necessary	1	LS	$1,500	$1,500
15	Remove/Replace Fence as Necessary	1	LS	$2,500	$2,500
16	Asphalt Milling	416	SY	$33.15	$13,790.40
17	Asphalt Resurfacing	46	TON	$537	$24,702
18	Asphalt Stamping	1	LS	$8,350	$8,350
19	Steel Plate Rental (14)	1	LS	$2,625	$2,625
20	Restoration (Sod)	900	SF	$8	$7,200
	Total				**$240,717.40**
21	Mobilization/Demobilization(5%)	1	LS		$12,035.87
	Bid Total				**$252,753.27**

Requisition# R224080 Pending Budget Transfer

JUSTIFICATION FOR

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the lining of an existing 72" storm drainge pipe on Cherokee Street between Hampton and Washington Street. (1)

as an emergency procurement from Vortex Services in the amount of $792,533.70 which includes the base bid of $660,444.75 and a 20% contingency from 554 9999 SD6510 658650. (2)

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

The existing pipe is at the end of its life span and failure is imminent. In July 2022, a portion of the same pipe failed on Washington street causing a large sink hole and significant damage to City assets and the roadway. (3) A structure was in danger of damage with a potential of life and public safety concern. The existing 72" pipe is at the end of its life span and failure is imminent. The proposed spiral spin casting basically creates a new pipe within the existing pipe, a new asset. Vortex is the lowest of three responsive bidders and are able to begin work immediately.

August 1, 2023
Date

Amount $ 792,533.70

Signature of Department Head	8/1/23 Date
Shannon Lizewski Signature of Purchasing Agent	8/9/2023 Date
Kristine Githara Signature of Finance Director	8/10/2023 Date
Signature of Asst. City Manager	8/10/2023 Date
Signature of City Manager	8/14/2023 Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Stormwater	DATE	8/1/2023
PROJECT NAME	Emergency Repairs for the Storm Drainage Improvements in the 1400 Block of Cherokee Street			NEW PROJECT?	Yes
PROJECT ID	SD851001			PROJECT TYPE	Capital
MANAGER NAME	Bennie Gable				

THIS SECTION TO BE COMPLETED BY DEPARTMENT

REVENUE BUDGET CONTROL- identifies source of funding

AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
$ 792,553.70	SD839823	SD Projects Not Defined
$ 792,553.70		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
23/24	658650	554	9999	SD851001		$ 792,553.70	$ 792,553.70
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 792,553.70

EXPLANATION	SD851001 - Emergency Repairs for the Storm Drainage Improvements in the 1400 Block of Cherokee Street approved FY23/24 budget.

AUTHORIZED SIGNATURES:			
DEPARTMENT MANAGER	8/3/23	ASST CITY MANAGER	8/3/2023
DIVISION MANAGER	8/3/23	CITY MANAGER	8/7/2023

Columbia Water

Drinking Water • Wastewater • Stormwater

Repairs for the Washington Street to Hampton Street 72" RCP Storm Sewer Emergency Repair in Columbia, South Carolina July, 2023

CONTRACT EXHIBITS & DOCUMENTS FOR: CIP # SD8519-[illegible]

Project Exhibits & Document Prepared by:

Kimley»Horn

Kimley-Horn and Associates
802 Gervais St. Ste 201. Columbia SC. 29201

Project Exhibits Prepared For:

City of Columbia
1136 Washington Street. Columbia. SC 29201

Contacts:

Andrea Bolling. Deputy Director of Engineering
Andrea.Bolling@columbiasc.gov

Bennie Gable. Civil Engineering Specialist
Bennie.Gable@columbiasc.gov

Billy Elswick. Construction Inspector
William.Elswick@columbiasc.gov

CONTRACTOR: Marra Services, Inc. _____

ADDRESS: 700 E. 73rd St., Cleveland, Ohio, 44103 _____

CONTRACTOR'S LICENSE NUMBER: 20-5309506 _____

Regarding

Columbia Water

Drinking Water • Wastewater • Stormwater

Repairs for the Washington Street to Hampton Street 72" RCP Storm Sewer Emergency Repair in Columbia, South Carolina July, 2023

CONTRACT EXHIBITS & DOCUMENTS
FOR: CIP # SD8519 [illegible]

Project Exhibits & Document Prepared by:

Kimley»Horn

Kimley-Horn and Associates
802 Gervais St, Ste 201, Columbia SC, 29201

Project Exhibits Prepared For:

City of Columbia
1136 Washington Street, Columbia, SC 29201

Contacts:
Andrea Bolling, Deputy Director of Engineering
Andrea.Bolling@columbiasc.gov

Bennie Gable, Civil Engineering Specialist
Bennie.Gable@columbiasc.gov

Billy Elswick, Construction Inspector
William.Elswick@columbiasc.gov

CONTRACTOR: Vortex Services, LLC

ADDRESS: 300 E Coffee Street, Greenville, SC 29604

CONTRACTOR'S LICENSE NUMBER: G118010

Vendors

BID FORM
PROJECT NAME: WASHINGTON ST. TO HAMPTON ST. 72" RCP STORM SEWER EMERGENCY REPAIR
STORM DRAINAGE REPAIR CIP
 # SD6519

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Installation of Type B structure and yard inlet top, see details in the quote package. Going into existing 72" storm pipe and any necessary grading to achieve positive drainage shall be part of this line item.	2	EA	$ 23,000.00	$ 46,000.00
2	Mobilization/Clearing of disturbed areas.	1	LS	$ 6,165.00	$ 6,165.00
3	Perform initial spincasting of existing 72" stormwater tunnel from Washington to Hampton Street, as shown on sheet 3.	532	LF	$ 847.50	$ 439,003.00
4	Removal of the inverts in the existing structures from the new 72" spin cast work.	350	CF	$ 115.00	$ 40,250.00
5	Perform heavy pipe cleaning of existing 72" stormwater tunnel from Washington to Hampton Street, as well as underneath Hampton Street.	5	DY	$ 6,500.00	$ 32,500.00
6	Cleaning and CCTV of existing 15" storm sewer	20	LF	$ 9.00	$ 200.00
7	Heavy cleaning of existing 15" storm sewer	10	LF	$ 13.00	$ 130.00
8	Repair erosion and active holes at northeast wingwall (approximately 4'x3'x9' cubicle location) with chemical grout and injection materials, hydraulic cement and repointing of cracked locations adjacent to the eroded hole, as shown in photo 9. This includes up to 20 gallons of urethane grout. (See attached Exhibit A_Woodward-Gibson Report)	1	LS	$ 38,650.00	$ 38,650.00
9	At downstream headwall wing wall, east 1 shaped crack measuring 3'x2'x1/2" with urethane grout and/or epoxy resin and repair mortar. This includes up to 10 gallons of urethane grout. (See attached Exhibit A_Woodward-Gibson Report)	1	LS	$ 17,625.00	$ 17,625.00
10	At downstream headwall wing wall, repair and seal void measuring 4'x2'x3" with structural repair mortar for urethane grout and/or structural epoxy resin. This includes up to 5 gallons of urethane grout. (See attached Exhibit A_Woodward-Gibson Report)	1	LS	$ 10,250.00	$ 10,250.00
				SUBTOTAL:	$ 629,993.00
	MOBILIZATION (NOT TO EXCEED 5% of COMBINED SUBTOTAL PER CITY SPECIFICATION 13.07.3)				$ 21,250.00
				TOTAL BID:	$ 650,243.00

JUSTIFICATION FOR

Requisition# Pending Budget Transfer

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the installation of replacement 16 inch waterline on ~~Woodcreek Drive~~ Woodlake Bridge.(1)

as an emergency procurement from Carolina Tap and Bore in the amount of $536,611.32 which includes the base bid of $447,176.10 and a 20% contingency from 552 9999 WM4734 658650.(2)

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

the existing 16 inch waterline broke under the bridge over Penn Branch on Woodlake Drive. Two valves had to be installed immediately to shut off the waterline(3) followed by the replacement of the damaged section of pipe. Carolina Tap and Bore had crews readily available in the neighborhood.

August 3, 2023
Date

Amount$ $536,611.32

Signature of Department Head	8/3/23 Date
Signature of Purchasing Agent	8/10/2023 Date
Signature of Finance Director	8/11/2023 Date
Signature of Asst. City Manager	8/14/2023 Date
Signature of City Manager	8/14/2023 Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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Woodlake Bridge

Item No.	Installation Of Isolation Valves	Estimated Quantities	Unit	Unit Price	Amounts
1	Locate all utilities before piping. (Included)	0	N/A	-	$ -
2	Install 2 - 16" Butterfly valves on existing 16" Main	2	EA	15,000	$ 30,000.00
3	Install 2 - 16" Sleeves	2	EA	4,000	$ 8,000.00
4	Remove & Replace Asphalt to Include Steel Plates and Flow Fill	1	EA	8,500	$ 8,500.00
	Bridge Construction				
5	Traffic Control	1	EA	7,500	$ 7,500.00
6	Construction Layout (Included)	0	N/A	-	$ -
7	Grade and Mat Area For Pile Driving Equipment	2	EA	2,500	$ 5,000.00
8	Fabricate and Install Template to Drive Piles in Design Configuration	2	EA	8,000	$ 6,000.00
9	Install 8" X 28.0' Deep Micro Piles w/Steel Casing	8	EA	6,000	$ 48,000.00
10	Cut Tear-Off and Trim Piles to Finish Elevation	8	EA	600	$ 4,800.00
11	Prep Piles and Install Reinforcement	8	EA	900	$ 7,200.00
12	Tremie Concrete For Cast-In-Piles	8	EA	1,500	$ 12,000.00
13	Fabricate Supports For Pile Cap Concrete Forms	2	EA	2,500	$ 5,000.00
14	Form Base of Pile Cap	2	EA	7,000	$ 14,000.00
15	Pour Concrete Base	2	EA	4,000	$ 8,000.00
16	Form Wall	2	EA	3,800	$ 7,600.00
17	Pour Concrete Walls	2	EA	4,250	$ 8,500.00
18	Strip Forms From Walls and Bases	4	EA	2,000	$ 8,000.00
19	Install Bridge Bases	2	EA	1,750	$ 3,500.00
20	Fabricate Bridge Rails and Cross-Members	1	LS	88,000	$ 88,000.00
21	Fabricate Bridge Reinforcement and Anchor Points	1	EA	8,000	$ 8,000.00
22	Install - B3120-24 Roller Chair Rollers	5	EA	1,500	$ 7,500.00
23	Paint The Bridge Assembly	1	EA	6,500	$ 6,500.00
24	Set 16" X 55.0' Bridge Assembly Across River (Match Existing Bridge Low Core Elevation)	2	EA	18,116	$ 36,232.00
25	Anchor Bridge Assembly To Bridge Foundations	1	EA	6,000	$ 6,000.00
26	Fabricate and Install Temporary Frame Rail Support System	1	EA	8,000	$ 8,000.00
27	Anchor Watermain to Bridge	1	EA	6,500	$ 6,500.00
	Relocation Of 16" Watermain				
28	Removal/Disposal of Existing Watermain From Under Bridge	1	EA	8,800	$ 8,800.00
29	Removal and Replace 18" Corrugate Storm Pipe	1	EA	4,500	$ 4,500.00
30	Remove and Replace Concrete Drive to Include Brick Pavers	1	EA	6,500	$ 6,500.00
31	Remove and Replace Asphalt	1	EA	9,500	$ 9,500.00
32	16" RJ DIP	150	EA	325.00	$ 42,250.00
33	16" 45 degree bends (restraint)	4	EA	4,000	$ 16,000.00
34	16" Sleeves	2	EA	4,000	$ 8,000.00
35	Install Thrust Blocks Behind Fittings as Required (Inc. Rebar and Threaded Rod as Necessary	1	EA	7,500	$ 7,500.00
36	16" X 1" Tap For Pressure Testing and Sampling	1	EA	3,500	$ 3,500.00
37	Pressure Test, Flush & Chlorinate	1	EA	9,000	$ 9,000.00
38	Cap and Flowable Fill Existing Abandoned Pipe Under Bridge and Road	1	EA	6,500	$ 6,500.00
39	Restoration	1	EA	7,500	$ 7,500.00
					$ -
				SubTotals	$ 425,882.00
40	Mobilization (not to exceed)	1	EA	21,294	$ 21,294.10
				Total Cost:	$ 447,176.10

6-Jun-23

CAROLINA TAP & BORE INC.
2430 MORNINGSIDE DRIVE
WEST COLUMBIA 29169

20% Contingency	$ 89,435.22
Contract Total	$ 536,611.32

* Being routed for signatures *

CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE	8/3/2023
PROJECT NAME	Woodlake Bridge			NEW PROJECT?	Yes
PROJECT ID	WM473401			PROJECT TYPE	Capital
MANAGER NAME	Bennie Gable				

THIS SECTION TO BE COMPLETED BY DEPARTMENT

REVENUE BUDGET CONTROL- identifies source of funding

AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
$ 536,611.32	WM432324	Unforeseen Projects
$ 536,611.32		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
23/24	658650	552	9999	WM473401		$ 536,611.32	$ 536,611.32
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 536,611.32

EXPLANATION	WM473401 - Woodlake Bridge approved FY23/24 budget.

AUTHORIZED SIGNATURES:

DEPARTMENT MANAGER		ASST CITY MANAGER	
DIVISION MANAGER	Andrea Bolling - 8/4/23	CITY MANAGER	

JUSTIFICATION FOR

Requisition# Pending Budget Transfer

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the installation of new 6" waterlines on Cokesbury Drive, Chesnee Drive, and Barksdale Drive (1)

as an emergency procurement from Carolina Tap and Bore in the amount of $412,246.80 which includes a base bid of $343,539.00 and a 20% contingency from 552 9999 WM4739 658650. (2)

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

customers have low water pressure and water quality issues. Carolina Tap and Bore is the lowest responsive bidder. They are available and ready to begin work promptly. (3)

9/25/23 Date

Amount $412,246.80

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

Signature of Department Head	9/27/23 Date
Signature of Purchasing Agent	9/28/2023 Date
Kristine Githara Signature of Finance Director	9/29/2023 Date
Signature of Asst. City Manager	9/29/2023 Date
Signature of City Manager	10/4/2023 Date

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

Rev 05/14/18 Form 0102

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

We Are Columbia

CITY OF COLUMBIA - APPROVED PROJECT

* being routed for signatures *

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE	9/25/2023
PROJECT NAME	Renew Water Mains along Cokesbury Dr, Chesnee Dr, and Barksdale Dr			NEW PROJECT?	Yes
PROJECT ID	WM473901			PROJECT TYPE	Capital
MANAGER NAME	Bennie Gable				

THIS SECTION TO BE COMPLETED BY DEPARTMENT		
REVENUE BUDGET CONTROL- identifies source of funding		
AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
$ 412,246.80	WM300124	Water Quality Projects
$ 412,246.80		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
23/24	658650	552	9999	WM473901		$ 412,246.80	$ 412,246.80
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 412,246.80

EXPLANATION	WM473901 - Renew Water Mains along Cokesbury Dr, Chesnee Dr, and Barksdale Dr approved FY23/24 budget.

AUTHORIZED SIGNATURES:	
DEPARTMENT MANAGER	ASST CITY MANAGER
DIVISION MANAGER	CITY MANAGER

BID FORM
BID 00-20-21-XXX
PROJECT NAME: Renew Water Mains Along Cokesbury Dr, Chesnee Dr and Barksdale Dr
CIP # WM4739
9/21/2023

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 10,000.00	$ 10,000.00
2	8" x 6" Tapping Sleeve and Valve w/Box, MJ	1	EA	$ 4,500.00	$ 4,500.00
3	6" x 6" Tapping Sleeve and Valve w/Box, MJ	2	EA	$ 4,500.00	$ 9,000.00
4	4" DIP	143	LF	$ 70.00	$ 10,010.00
5	6" DIP	1,878	LF	$ 70.00	$ 131,460.00
6	6" DIP, RJ	172	LF	$ 80.00	$ 13,760.00
7	6" DIP, RJ (Dry Bore and Jack Under Concrete Retaining Walls)	40	LF	$ 80.00	$ 3,200.00
8	6" x 6" x 6" Tee, MJ	2	EA	$ 800.00	$ 1,600.00
9	4" Bends, MJ	4	EA	$ 400.00	$ 1,600.00
10	6" Bends, MJ	8	EA	$ 400.00	$ 3,200.00
11	6" x 4" Reducer, MJ	1	EA	$ 450.00	$ 450.00
12	4" Gate Valve w/Box, MJ	1	EA	$ 1,400.00	$ 1,400.00
13	6" Gate Valve w/Box, MJ	3	EA	$ 1,500.00	$ 4,500.00
14	Post Hydrant Assembly (Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	1	EA	$ 3,300.00	$ 3,300.00
15	Fire Hydrant Assembly (Tee, Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	2	EA	$ 7,500.00	$ 15,000.00
16	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	24	EA	$ 1,800.00	$ 43,200.00
17	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	7	EA	$ 1,300.00	$ 9,100.00
18	Saw Cut and Remove 2" of Asphalt Pavement (ditch line). Truck will need to be weighed and ticket provided for each load. (Contractor to be paid by tickets provided to City's Inspector)	12	TN	$ 200.00	$ 2,400.00
19	Replace 2" of Asphalt Pavement per SCDOT Requirements. (Contractor to be paid by Tickets provided to City Inspector)	12	TN	$ 300.00	$ 3,600.00
20	Replace 4" Concrete Sidewalks (Contractor to be paid by tickets provided to City's Inspector)	3	CY	$ 400.00	$ 1,200.00
21	Replace 6" Concrete Drives (Contractor to be paid by tickets provided to City's Inspector)	13	CY	$ 400.00	$ 5,200.00
22	Flowable Fill (pipe ditch line)	100	CY	$ 150.00	$ 15,000.00
23	Concrete Thrust Block	10	CY	$ 100.00	$ 1,000.00
24	Abandon Cut and Cap Over 2" Water Mains in Place	5	EA	$ 1,500.00	$ 7,500.00
25	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 1,000.00	$ 1,000.00
26	Restoration to Include Sod Replacement	0.25	AC	$ 100,000.00	$ 25,000.00
				SUBTOTAL:	$ 327,180.00
27	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 16,359.00	$ 16,359.00
	CAROLINA TAP & BORE INC.			TOTAL BASE BID:	$ 343,539.00

CAROLINA TAP & BORE INC.
2430 MORNINGSIDE DRIVE
WEST COLUMBIA SC 29169

BID FORM
BID 00-20-21-XXX
PROJECT NAME: Renew Water Mains Along Cokesbury Dr, Chesnee Dr and Barksdale Dr
CIP # WM4739
GH Smith Construction Inc 430 Shuler Court Columbia SC 29212 803-622-5139 Jerry Smith

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 1,000.00	$ 1,000.00
2	8" x 6" Tapping Sleeve and Valve w/Box, MJ	1	EA	$ 5,000.00	$ 5,000.00
3	6" x 6" Tapping Sleeve and Valve w/Box, MJ	2	EA	$ 5,500.00	$ 11,000.00
4	4" DIP	143	LF	$ 120.00	$ 17,160.00
5	6" DIP	1,878	LF	$ 104.00	$ 195,312.00
6	6" DIP, RJ	172	LF	$ 110.00	$ 18,920.00
7	6" DIP, RJ (Dry Bore and Jack Under Concrete Retaining Walls)	40	LF	$ 300.00	$ 12,000.00
8	6" x 6" x 6" Tee, MJ	2	EA	$ 700.00	$ 1,400.00
9	4" Bends, MJ	4	EA	$ 400.00	$ 1,600.00
10	6" Bends, MJ	8	EA	$ 450.00	$ 3,600.00
11	6" x 4" Reducer, MJ	1	EA	$ 400.00	$ 400.00
12	4" Gate Valve w/Box, MJ	1	EA	$ 1,400.00	$ 1,400.00
13	6" Gate Valve w/Box, MJ	3	EA	$ 1,700.00	$ 5,100.00
14	Post Hydrant Assembly (Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	1	EA	$ 4,000.00	$ 4,000.00
15	Fire Hydrant Assembly (Tee, Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	2	EA	$ 7,000.00	$ 14,000.00
16	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	24	EA	$ 2,100.00	$ 50,400.00
17	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	7	EA	$ 1,200.00	$ 8,400.00
18	Saw Cut and Remove 2" of Asphalt Pavement (ditch line). Truck will need to be weighed and ticket provided for each load. (Contractor to be paid by tickets provided to City's Inspector)	12	TN	$ 100.00	$ 1,200.00
19	Replace 2" of Asphalt Pavement per SCDOT Requirements. (Contractor to be paid by Tickets provided to City Inspector)	12	TN	$ 600.00	$ 7,200.00
20	Replace 4" Concrete Sidewalks (Contractor to be paid by tickets provided to City's Inspector)	3	CY	$ 800.00	$ 2,400.00
21	Replace 6" Concrete Drives (Contractor to be paid by tickets provided to City's Inspector)	13	CY	$ 1,000.00	$ 13,000.00
22	Flowable Fill (pipe ditch line)	100	CY	$ 160.00	$ 16,000.00
23	Concrete Thrust Block	10	CY	$ 100.00	$ 1,000.00
24	Abandon Cut and Cap Over 2" Water Mains in Place	5	EA	$ 4,000.00	$ 20,000.00
25	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 3,500.00	$ 3,500.00
26	Restoration to include Sod Replacement	0.25	AC	$ 300,000.00	$ 75,000.00
				SUBTOTAL:	$ 489,992.00
27	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 20,000.00	$ 20,000.00
				TOTAL BASE BID:	$ 509,992.00

BID FORM
BID 00-20-21-XXX
PROJECT NAME: Renew Water Mains Along Cokesbury Dr, Chesnee Dr and Barksdale Dr
CIP # WM4739

LAD Construction, LLC

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 10,000.00	$ 10,000.00
2	8" x 6" Tapping Sleeve and Valve w/Box, MJ	1	EA	$ 6,000.00	$ 6,000.00
3	6" x 6" Tapping Sleeve and Valve w/Box, MJ	2	EA	$ 6,000.00	$ 12,000.00
4	4" DIP	143	LF	$ 127.00	$ 18,161.00
5	6" DIP	1,878	LF	$ 108.00	$ 202,824.00
6	6" DIP, RJ	172	LF	$ 117.00	$ 20,124.00
7	6" DIP, RJ (Dry Bore and Jack Under Concrete Retaining Walls)	40	LF	$ 250.00	$ 10,000.00
8	6" x 6" x 6" Tee, MJ	2	EA	$ 1,000.00	$ 2,000.00
9	4" Bends, MJ	4	EA	$ 615.00	$ 2,460.00
10	6" Bends, MJ	8	EA	$ 700.00	$ 5,600.00
11	6" x 4" Reducer, MJ	1	EA	$ 650.00	$ 650.00
12	4" Gate Valve w/Box, MJ	1	EA	$ 1,900.00	$ 1,900.00
13	6" Gate Valve w/Box, MJ	3	EA	$ 2,250.00	$ 6,750.00
14	Post Hydrant Assembly (Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	1	EA	$ 4,150.00	$ 4,150.00
15	Fire Hydrant Assembly (Tee, Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	2	EA	$ 8,750.00	$ 17,500.00
16	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	24	EA	$ 2,300.00	$ 55,200.00
17	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	7	EA	$ 2,000.00	$ 14,000.00
18	Saw Cut and Remove 2" of Asphalt Pavement (ditch line). Truck will need to be weighed and ticket provided for each load. (Contractor to be paid by tickets provided to City's Inspector)	12	TN	$ 300.00	$ 3,600.00
19	Replace 2" of Asphalt Pavement per SCDOT Requirements. (Contractor to be paid by Tickets provided to City Inspector)	12	TN	$ 500.00	$ 6,000.00
20	Replace 4" Concrete Sidewalks (Contractor to be paid by tickets provided to City's Inspector)	3	CY	$ 1,500.00	$ 4,500.00
21	Replace 6" Concrete Drives (Contractor to be paid by tickets provided to City's Inspector)	13	CY	$ 1,250.00	$ 16,250.00
22	Flowable Fill (pipe ditch line)	100	CY	$ 180.00	$ 18,000.00
23	Concrete Thrust Block	10	CY	$ 425.00	$ 4,250.00
24	Abandon Cut and Cap Over 2" Water Mains In Place	5	EA	$ 2,000.00	$ 10,000.00
25	Abandon Cut and Cap 2" and Under Water Mains In Place	1	EA	$ 1,500.00	$ 1,500.00
26	Restoration to Include Sod Replacement	0.25	AC	$ 90,000.00	$ 22,500.00
				SUBTOTAL:	$ 475,919.00
27	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 23,500.00	$ 23,500.00
				TOTAL BASE BID:	$ 499,419.00

BID FORM
BID 00-20-21-XXX
PROJECT NAME: Renew Water Mains Along Cokesbury Dr, Chesnee Dr and Barksdale Dr
CIP # WM4739
LAKE MURRAY UTILITY COMPANY, INC.

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 5,000.00	$ 5,000.00
2	8" x 6" Tapping Sleeve and Valve w/Box, MJ	1	EA	$ 7,500.00	$ 7,500.00
3	6" x 6" Tapping Sleeve and Valve w/Box, MJ	2	EA	$ 8,000.00	$ 16,000.00
4	4" DIP	143	LF	$ 150.00	$ 21,450.00
5	6" DIP	1,878	LF	$ 100.00	$ 187,800.00
6	6" DIP, RJ	172	LF	$ 125.00	$ 21,500.00
7	6" DIP, RJ (Dry Bore and Jack Under Concrete Retaining Walls)	40	LF	$ 200.00	$ 8,000.00
8	6" x 6" x 6" Tee, MJ	2	EA	$ 700.00	$ 1,400.00
9	4" Bends, MJ	4	EA	$ 500.00	$ 2,000.00
10	6" Bends, MJ	8	EA	$ 600.00	$ 4,800.00
11	6" x 4" Reducer, MJ	1	EA	$ 500.00	$ 500.00
12	4" Gate Valve w/Box, MJ	1	EA	$ 1,800.00	$ 1,800.00
13	6" Gate Valve w/Box, MJ	3	EA	$ 2,000.00	$ 6,000.00
14	Post Hydrant Assembly (Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	1	EA	$ 3,500.00	$ 3,500.00
15	Fire Hydrant Assembly (Tee, Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	2	EA	$ 8,500.00	$ 17,000.00
16	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	24	EA	$ 2,000.00	$ 48,000.00
17	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	7	EA	$ 1,500.00	$ 10,500.00
18	Saw Cut and Remove 2" of Asphalt Pavement (ditch line). Truck will need to be weighed and ticket provided for each load. (Contractor to be paid by tickets provided to City's Inspector)	12	TN	$ 200.00	$ 2,400.00
19	Replace 2" of Asphalt Pavement per SCDOT Requirements. (Contractor to be paid by Tickets provided to City Inspector)	12	TN	$ 300.00	$ 3,600.00
20	Replace 4" Concrete Sidewalks (Contractor to be paid by tickets provided to City's Inspector)	3	CY	$ 700.00	$ 2,100.00
21	Replace 6" Concrete Drives (Contractor to be paid by tickets provided to City's Inspector)	13	CY	$ 800.00	$ 10,400.00
22	Flowable Fill (pipe ditch line)	100	CY	$ 165.00	$ 16,500.00
23	Concrete Thrust Block	10	CY	$ 50.00	$ 500.00
24	Abandon Cut and Cap Over 2" Water Mains in Place	5	EA	$ 1,800.00	$ 9,000.00
25	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 1,200.00	$ 1,200.00
26	Restoration to Include Sod Replacement	0.25	AC	$ 60,000.00	$ 15,000.00
				SUBTOTAL:	$ 423,450.00
27	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 21,172.50	$ 21,172.50
				TOTAL BASE BID:	$ 444,622.50

BID FORM
BID 00-20-21-XXX
PROJECT NAME: Renew Water Mains Along Cokesbury Dr, Chesnee Dr and Barksdale Dr
CIP # WM4739

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 140,940.00	$ 140,940.00
2	8" x 6" Tapping Sleeve and Valve w/Box, MJ	1	EA	$ 7,589.00	$ 7,589.00
3	6" x 6" Tapping Sleeve and Valve w/Box, MJ	2	EA	$ 8,299.00	$ 16,598.00
4	4" DIP	143	LF	$ 127.30	$ 18,203.90
5	6" DIP	1,878	LF	$ 93.80	$ 176,156.40
6	6" DIP, RJ	172	LF	$ 123.00	$ 21,156.00
7	6" DIP, RJ (Dry Bore and Jack Under Concrete Retaining Walls)	40	LF	$ 457.35	$ 18,294.00
8	6" x 6" x 6" Tee, MJ	2	EA	$ 1,249.45	$ 2,498.90
9	4" Bends, MJ	4	EA	$ 686.15	$ 2,744.60
10	6" Bends, MJ	8	EA	$ 719.15	$ 5,753.20
11	6" x 4" Reducer, MJ	1	EA	$ 834.50	$ 834.50
12	4" Gate Valve w/Box, MJ	1	EA	$ 3,097.00	$ 3,097.00
13	6" Gate Valve w/Box, MJ	3	EA	$ 3,708.35	$ 11,125.05
14	Post Hydrant Assembly (Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	1	EA	$ 6,498.00	$ 6,498.00
15	Fire Hydrant Assembly (Tee, Gate Valve w/Box and Collar, Hydrant Lead & Hydrant), MJ	2	EA	$ 15,595.60	$ 31,191.20
16	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	24	EA	$ 3,935.00	$ 94,440.00
17	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (To include verifing customer sesrvice material as shown own plans)	7	EA	$ 1,945.80	$ 13,620.60
18	Saw Cut and Remove 2" of Asphalt Pavement (ditch line). Truck will need to be weighed and ticket provided for each load. (Contractor to be paid by tickets provided to City's Inspector)	12	TN	$ 500.00	$ 6,000.00
19	Replace 2" of Asphalt Pavement per SCDOT Requirements. (Contractor to be paid by Tickets provided to City Inspector)	12	TN	$ 2,041.65	$ 24,499.80
20	Replace 4" Concrete Sidewalks (Contractor to be paid by tickets provided to City's Inspector)	3	CY	$ 2,386.25	$ 7,158.75
21	Replace 6" Concrete Drives (Contractor to be paid by tickets provided to City's Inspector)	13	CY	$ 1,774.00	$ 23,062.00
22	Flowable Fill (pipe ditch line)	100	CY	$ 282.20	$ 28,220.00
23	Concrete Thrust Block	10	CY	$ 348.30	$ 3,483.00
24	Abandon Cut and Cap Over 2" Water Mains in Place	5	EA	$ 2,256.00	$ 11,280.00
25	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 3,080.00	$ 3,080.00
26	Restoration to include Sod Replacement	0.25	AC	$ 237,600.00	$ 59,400.00
				SUBTOTAL:	$ 736,923.90
27	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 33,696.10	$ 33,696.10
				TOTAL BASE BID:	$ 770,620.00

BID FORM

PROJECT NAME: Renew Water Mains Along Cokesbury Dr, Chesnee Dr and Barksdale Dr
CIP # WM4739
Bid Tally

Company	Bid Price
LAD	$ 499,419.00
LMU	$ 444,622.50
GHS	$ 509,992.00
TCO	$ 770,620.00
CTB	$ 343,539.00

Anthony Quinby
#2 Sycamore Rd

JUSTIFICATION FOR

Requisition# Pending Budget Transfer

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the replacement of a portion of a 24" waterline on Harden Street close to the City's Public Works Office (1)

as an emergency procurement from Carolina Tap and Bore in the amount of $549,105.48 which includes a base bid of $457,587.90 and a 20% contingency from 552 9999 WM4749 658650. (2)

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

the water line was damaged by the washout of the SCDOT stormwater system. The waterline needed to be repaired and stabilized immediately. Carolina Tap and Bore had the necessary equipment (3) and materials are were able to mobilize immediately.

9/25/23
Date

Amount $549,105.48

Signature of Department Head	9/27/23 Date
Signature of Purchasing Agent	9/28/2023 Date
Kristine Githara Signature of Finance Director	9/29/2023 Date
Signature of Asst. City Manager	9/29/2023 Date
Signature of City Manager	10/4/2023 Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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

being routed for signatures

We Are Columbia

CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE	9/25/2023
PROJECT NAME	Harden Street 24" Lock Joint (PCCP) Relocation			NEW PROJECT?	Yes
PROJECT ID	WM474901			PROJECT TYPE	Capital
MANAGER NAME	Bennie Gable				

THIS SECTION TO BE COMPLETED BY DEPARTMENT	
REVENUE BUDGET CONTROL- identifies source of funding	
AMOUNT	FUNDING SOURCE / DESCRIPTION OF FUNDING SOURCE
$ 549,105.48	WM300124 — Water Quality Projects
$ 549,105.48	

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
23/24	658650	552	9999	WM474901		$ 549,105.48	$ 549,105.48
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 549,105.48

EXPLANATION	WM474901 - Harden Street 24" Lock Joint (PCCP) Relocation approved FY23/24 budget.

AUTHORIZED SIGNATURES:	
DEPARTMENT MANAGER	ASST CITY MANAGER
DIVISION MANAGER	CITY MANAGER

Attach Policy
to Governance

"EMERGENCY"
PROJECT NAME: Harden Street 24" Lock Joint (PCCP) Relocation

7/17/2023

Carolina Tap and Bore Inc.

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 30,000.00	$ 30,000.00
2	Removal of 24" Lockjoint pipe (PCCP)	1	LS	$ 12,000.00	$ 12,000.00
3	24" Ductile Iron Restrained pipe	263	EA	$ 396.00	$ 104,148.00
4	24" x 24" Tee	2	LF	$ 8,800.00	$ 17,600.00
5	Concrete PCCP Adapters	4	EA	$ 16,000.00	$ 64,000.00
6	6.0 x 6.0 x 6.0' Concrete Thrust blocking (Dead Man) to include forming, rebar, eye bolts and restraint.	2	EA	$ 15,000.00	$ 30,000.00
7	24" X 45 degree MJ Bend	4	EA	$6,500.00	$ 26,000.00
8	24" X 22 1/2 degree MJ Bend	2	EA	$6,500.00	$ 13,000.00
9	24" X 11 1/4 degree MJ Bend	2	EA	$6,500.00	$ 13,000.00
10	24" MJ Long Sleeve	2	EA	$6,500.00	$ 13,000.00
11	24" MJ Butterfly Valve	4	EA	$17,500.00	$ 70,000.00
12	24" MJ caps	2	EA	$3,000.00	$ 6,000.00
12	Saw Cut and Remove Asphalt Pavement (ditch line). Truck will need to be weighed and ticket provided for each load. (Contractor to be paid by tickets provided to City's Inspector)	5	TNS	$300.00	$ 1,500.00
13	Replace 4" of Asphalt Pavement per SCDOT Requirements - to be paid by Tickets provided to City Inspector.	5	EA	$300.00	$ 1,500.00
14	Water Services, short for air release,testing and sampling	1	EA	$1,800.00	$ 1,800.00
15	Flowable Fill	13	YDS	$250.00	$ 3,250.00
16	Concrete Thrust Block	6	EA	$300.00	$ 1,800.00
17	Restoration	1	LS	$3,000.00	$ 3,000.00
18	EMERGENY WORK to include mobilizing trackhoe, hauling in 9 Loads of clean fill, compacting soil under 24" water main, Helping SCDOT set 50.0'beam and strap to water main. MAY 16th 2023	1	LS	$18,800.00	$ 18,800.00
	Pump Flowable Fill into existing 24" main after abandonment	12	YDS	$450.00	$ 5,400.00
				SUBTOTAL:	$ 435,798.00
19	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 21,789.90	$ 21,789.90
				TOTAL BASE BID:	$ 457,587.90

JUSTIFICATION FOR

Requisition# Pending Budget Transfer

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the installation of a 6" waterline on Norse Way (1)

as an emergency procurement from TCO Construction, Inc. in the amount of $102,252.78 which includes a base bid of $85,210.65 and a 20% contingency from 552 9999 WM4756 658650. (2)

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

customers have low water pressure and water quality issues. TCO Constructio, Inc is the lowest responsive bidder. They are available and ready to begin work promptly. (3)

8/17/23
Date

Amount$ 102,252.78

Signature of Department Head	8/16/23 Date
Signature of Purchasing Agent	8/23/2023 Date
Signature of Finance Director	8/24/2023 Date
Signature of Asst. City Manager	8/24/2023 Date
Signature of City Manager	8/28/2023 Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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We Are Columbia

CITY OF COLUMBIA - APPROVED PROJECT

* Being routed for signatures*

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE	8/17/2023
PROJECT NAME	New 6" Water Main for Norse Way Cul-De-Sac			NEW PROJECT?	Yes
PROJECT ID	WM475601			PROJECT TYPE	Capital
MANAGER NAME	Bennie Gable				

THIS SECTION TO BE COMPLETED BY DEPARTMENT		
REVENUE BUDGET CONTROL- identifies source of funding		
AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
$ 102,252.78	WM300123	Water Quality Projects
$ 102,252.78		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
23/24	658650	552	9999	WM475601		$ 102,252.78	$ 102,252.78
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 102,252.78

EXPLANATION	WM475601 - New 6" Water Main for Norse Way Cul-De-Sac approved FY23/24 budget.

AUTHORIZED SIGNATURES:	
DEPARTMENT MANAGER	ASST CITY MANAGER
DIVISION MANAGER	CITY MANAGER

BID FORM
BID 00-20-11-XXX
PROJECT NAME: New 6 Inch Water Main for Morse Way Cul-De-Sac
CIP # WM4756

Item No.	Description	Qty.	Unit	ENGINEER		LAD		LMU		CNS		TCD	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Traffic control	1	LS	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 6,875.00	$ 6,875.00
2	10" x 6" Tapping Sleeve and Valve w/Box MJ	1	EA	$ 10,000.00	$ 10,000.00	$ 6,500.00	$ 6,500.00	$ 9,000.00	$ 9,000.00	$ 5,500.00	$ 5,500.00	$ 6,518.00	$ 6,518.00
3	6" DCP RJ	110	LF	$ 175.00	$ 57,750.00	$ 145.00	$ 47,850.00	$ 110.00	$ 36,300.00	$ 135.00	$ 44,550.00	$ 87.51	$ 28,883.30
4	6" DCP RJ (dry bore under concrete driveways)	35	LF	$ 250.00	$ 8,750.00	$ 250.00	$ 8,750.00	$ 225.00	$ 7,875.00	$ 300.00	$ 10,500.00	$ 151.00	$ 5,285.00
5	6" Bend MJ	6	EA	$ 750.00	$ 4,500.00	$ 750.00	$ 4,500.00	$ 850.00	$ 5,100.00	$ 500.00	$ 3,000.00	$ 693.75	$ 4,162.50
6	6" Cap	3	EA	$ 250.00	$ 750.00	$ 400.00	$ 400.00	$ 750.00	$ 750.00	$ 100.00	$ 100.00	$ 621.60	$ 621.60
7	Fire Hydrant Assembly	1	EA	$ 2,500.00	$ 2,500.00	$ 6,500.00	$ 6,500.00	$ 8,500.00	$ 8,500.00	$ 7,200.00	$ 7,200.00	$ 9,459.00	$ 9,459.00
8	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (Dry bore under concrete driveway)	4	EA	$ 2,000.00	$ 8,000.00	$ 3,500.00	$ 14,000.00	$ 2,000.00	$ 8,000.00	$ 2,400.00	$ 9,600.00	$ 1,723.75	$ 6,895.00
9	Removal of 12" Pine Tree	1	EA	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 968.00	$ 968.00
10	Concrete Thrust Block	10	CY	$ 500.00	$ 5,000.00	$ 800.00	$ 8,000.00	$ 1.00	$ 10.00	$ 100.00	$ 1,000.00	$ 368.00	$ 3,680.00
11	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 1,775.00	$ 1,775.00
12	Restoration to Include Sod Replacement	0.05	AC	$ 100,000.00	$ 5,000.00	$ 175,000.00	$ 8,750.00	$ 150,000.00	$ 7,500.00	$ 250,000.00	$ 12,500.00	$ 132,000.00	$ 6,600.00
				SUBTOTAL:	$ 111,750.00	SUBTOTAL:	$ 109,250.00	SUBTOTAL:	$ 89,535.00	SUBTOTAL:	$ 109,150.00	SUBTOTAL:	$ 81,353.00
13	Mobilization (Not to exceed 5% of total bid per Specification 13.07.J)	1	LS	$ 5,587.50	$ 5,587.50	$ 5,500.00	$ 5,500.00	$ 4,475.00	$ 4,475.00	$ 5,000.00	$ 5,000.00	$ 4,057.65	$ 4,057.65
				TOTAL BASE BID:	$ 117,337.50	TOTAL BASE BID:	$ 114,750.00	TOTAL BASE BID:	$ 94,010.00	TOTAL BASE BID:	$ 114,150.00	TOTAL BASE BID:	$ 85,410.65
	20% Contingency			$ 23,467.50	$ 140,805.00	$ 22,950.00	$ 137,700.00	$ 18,802.00	$ 112,812.00	$ 22,830.00	$ 136,980.00	$ 17,082.13	$ 102,492.78

BID FORM
BID 00-20-21-XXX
PROJECT NAME: New 6 inch Water Main for Norse Way Cul-De-Sac
CIP # WM4756

TCO Construction Inc.
55 M and N Road
Sumter, SC 29153
(803) 495-4420

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 6,875.00	$ 6,875.00
2	10" x 6" Tapping Sleeve and Valve w/Box MJ	1	EA	$ 6,518.00	$ 6,518.00
3	6" DIP RJ	330	LF	$ 87.83	$ 28,983.90
4	6" DIP RJ (dry bore under concrete driveways)	35	LF	$ 151.00	$ 5,285.00
5	6" BendS MJ	6	EA	$ 683.75	$ 4,102.50
6	6" Cap	1	EA	$ 621.60	$ 621.60
7	Fire Hydrant Assembly	1	EA	$ 9,469.00	$ 9,469.00
8	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (dry bore under concrete driveway)	4	EA	$ 1,723.75	$ 6,895.00
9	Removal of 12" Pine Tree	1	EA	$ 948.00	$ 948.00
10	Concrete Thrust Block	10	CY	$ 368.00	$ 3,680.00
11	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 1,275.00	$ 1,275.00
12	Restoration to include Sod Replacement	0.05	AC	$ 130,000.00	$ 6,500.00
				SUBTOTAL:	$ 81,153.00
13	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 4,057.65	$ 4,057.65
				TOTAL BASE BID:	$ 85,210.65

BID FORM
BID 00-20-21-XXX
PROJECT NAME: New 6 inch Water Main for Norse Way Cul-De-Sac
CIP # WM4756
Lake Murray Utility Company, Inc.

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 5,000.00	$ 5,000.00
2	10" x 6" Tapping Sleeve and Valve w/Box MJ	1	EA	$ 9,000.00	$ 9,000.00
3	6" DIP RJ	330	LF	$ 110.00	$ 36,300.00
4	6" DIP RJ (dry bore under concrete driveways)	35	LF	$ 125.00	$ 4,375.00
5	6" BendS MJ	6	EA	$ 850.00	$ 5,100.00
6	6" Cap	1	EA	$ 750.00	$ 750.00
7	Fire Hydrant Assembly	1	EA	$ 8,500.00	$ 8,500.00
8	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (dry bore under concrete driveway)	4	EA	$ 2,000.00	$ 8,000.00
9	Removal of 12" Pine Tree	1	EA	$ 2,500.00	$ 2,500.00
10	Concrete Thrust Block	10	CY	$ 1.00	$ 10.00
11	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 2,500.00	$ 2,500.00
12	Restoration to Include Sod Replacement	0.05	AC	$ 150,000.00	$ 7,500.00
				SUBTOTAL:	$ 89,535.00
13	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 4,475.00	$ 4,475.00
				TOTAL BASE BID:	$ 94,010.00

BID FORM
BID 00-20-21-XXX
PROJECT NAME: New 6 inch Water Main for Norse Way Cul-De-Sac
CIP # WM4756

GH Smith Construction Inc. 430 Shuler Ct., Columbia SC 29212 803-622-5139 Jerry Smith

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 6,000.00	$ 6,000.00
2	10" x 6" Tapping Sleeve and Valve w/Box MJ	1	EA	$ 5,500.00	$ 5,500.00
3	6" DIP RJ	330	LF	$ 135.00	$ 44,550.00
4	6" DIP RJ (dry bore under concrete driveways)	35	LF	$ 300.00	$ 10,500.00
5	6" BendS MJ	6	EA	$ 500.00	$ 3,000.00
6	6" Cap	1	EA	$ 300.00	$ 300.00
7	Fire Hydrant Assembly	1	EA	$ 7,200.00	$ 7,200.00
8	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (dry bore under concrete driveway)	4	EA	$ 2,400.00	$ 9,600.00
9	Removal of 12" Pine Tree	1	EA	$ 3,000.00	$ 3,000.00
10	Concrete Thrust Block	10	CY	$ 100.00	$ 1,000.00
11	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 5,000.00	$ 5,000.00
12	Restoration to include Sod Replacement	0.05	AC	$ 250,000.00	$ 12,500.00
				SUBTOTAL:	$ 108,150.00
13	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 5,000.00	$ 5,000.00
				TOTAL BASE BID:	$ 113,150.00

BID FORM
BID 00-20-21-XXX
PROJECT NAME: New 6 inch Water Main for Norse Way Cul-De-Sac
CIP # WM4756

LAD Construction, LLC

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 2,500.00	$ 2,500.00
2	10" x 6" Tapping Sleeve and Valve w/Box MJ	1	EA	$ 6,500.00	$ 6,500.00
3	6" DIP RJ	330	LF	$ 145.00	$ 47,850.00
4	6" DIP RJ (dry bore under concrete driveways)	35	LF	$ 250.00	$ 8,750.00
5	6" BendS MJ	6	EA	$ 750.00	$ 4,500.00
6	6" Cap	1	EA	$ 400.00	$ 400.00
7	Fire Hydrant Assembly	1	EA	$ 6,500.00	$ 6,500.00
8	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. (dry bore under concrete driveway)	4	EA	$ 3,500.00	$ 14,000.00
9	Removal of 12" Pine Tree	1	EA	$ 3,000.00	$ 3,000.00
10	Concrete Thrust Block	10	CY	$ 500.00	$ 5,000.00
11	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 1,500.00	$ 1,500.00
12	Restoration to include Sod Replacement	0.05	AC	$ 175,000.00	$ 8,750.00
				SUBTOTAL:	$ 109,250.00
13	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 5,500.00	$ 5,500.00
				TOTAL BASE BID:	$ 114,750.00

JUSTIFICATION FOR

Requisition# R224517

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure (3) 7.5 SS Replacement at (1)
950 Jackson Avenue/Hyatt Park AIL 3 HVAC systems were down.

as an emergency procurement from Trane (2)

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

Due to sensitive time frame that the Park & Recreation facility is used by the public, we contacted Trane because they could give us the quickest time frame of getting it completed. (3)

09/06/2023 Date

Amount$ 77,077.00

Signature of Department Head	09/06/23 Date
Shannon Lizewski Signature of Purchasing Agent	9/7/2023 Date
Kristine Githara Signature of Finance Director	9/8/2023 Date
Signature of Asst. City Manager	9/7/2023 Date
Teresa Wilson Signature of City Manager	9/12/2023 Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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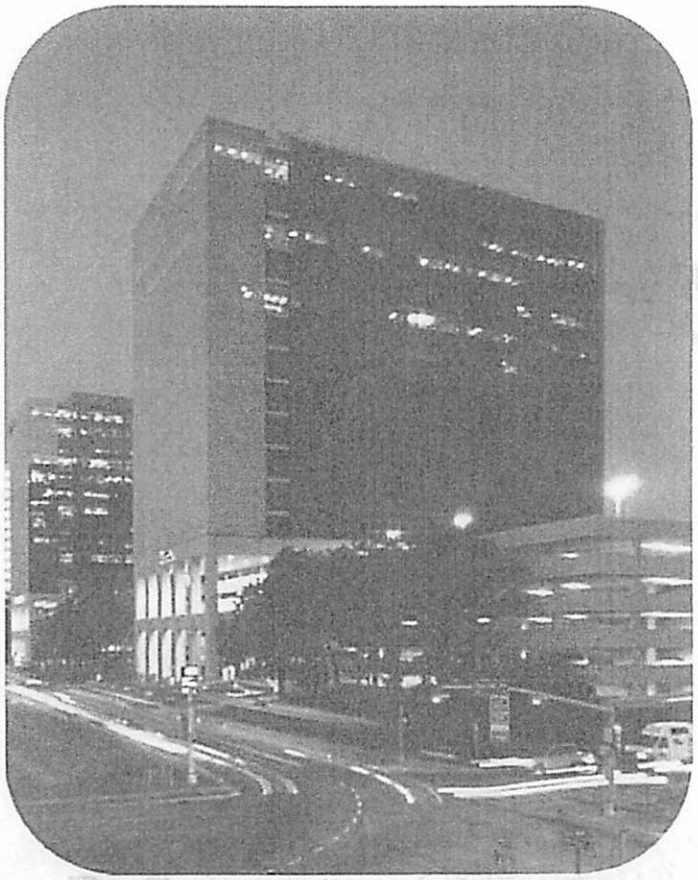
Trane Turnkey Proposal



Turnkey Proposal For:
City Of Columbia

Local Trane Office:
Trane U.S. Inc.
111 Lott Court
West Columbia, SC 29169

Local Trane Representative:
Brandon Baggott
Sales Engineer
E-mail: brandon.baggott@trane.com
Cell: (803) 528-6157
Office Phone: (803) 936-4712

Proposal ID: 7448823
COOP or Federal Contract ID: OMNIA Partners

Date: August 25, 2023

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Confidential and Proprietary Information of Trane U.S. Inc.

Proposal ID: 7448823

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help City Of Columbia reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from City Of Columbia to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

We look forward to partnering with City Of Columbia for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Brandon Baggott
Sales Engineer, Trane U.S. Inc.

Budget Number

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Confidential and Proprietary Information of Trane U.S. Inc.

Proposal ID: 7448823

TRANE

Prepared For:
City Of Columbia

Date:
August 25, 2023

Job Name:
City of Columbia - Hyatt Park - (3) 7.5 SS Replacement

Proposal Number:
7448823

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:
M111417

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with City Of Columbia and based on the site surveys performed on 08/21/2023.

Customer Provided Items

- Provide safe working area and storage space for contractor materials and equipment
- Provide access to the areas of the facility where the equipment will be removed
- Assist in Lockout/Tagout

Mechanical Scope

- Lock and tag out power
- Remove power, controls, and evacuate refrigerant
- Demo and dispose of existing units
- Set new units
- Extend control wiring as needed and terminate all wires
- Mount existing disconnect to units and tie in power wiring
- Fuse existing disconnect to new units requirements as it is feed from breaker
- Provide factory startup of the unit
- Perform needed clean up during construction and perform final cleanup

General Notes

- Existing unit is straight cool. We will be going back like for like with no heat.
- No controls are included beyond the thermostat reconnection.
- All work during normal working hours
- The project does not include air balance if required but can be added.
- Price is a budget number only until job site can be accessed by site superintendent.
- Price is based on being able to get lift inside of gymnasium. If a lift cannot get in gymnasium, price is subject to change.
- Bid Bond is not included.
- Payment and Performance Bond is not included.

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Proposal ID: 7448823

Pricing and Acceptance

PRICE
Total Net Price.....$77,077.00 USD

Respectfully submitted,

Brandon Baggott

Brandon Baggott
Sales Engineer
Trane U.S. Inc.
E-mail: brandon.baggott@trane.com
Office Phone: (803) 936-4712

ACCEPTANCE
This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Brandon Baggott	Cell: (803) 528-6157 Office: (803) 936-4712 Proposal Date: August 25, 2023
CUSTOMER ACCEPTANCE City Of Columbia	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: M111417

Budget Number

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TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or

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fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES, OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

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23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

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Requisition# R222400 Pending Budget Transfer

JUSTIFICATION FOR EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the installation of (1) a new waterline at Copion's and Schiano's Pizza on Forest Drive

as an emergency procurement from Lake Murray Utility Company in the amount of $207,066 which includes (2) a base bid of $172,555 and a 20% contingency from 662 8665 WMA729 656650.

The basis for this emergency determination and the reason no other vendor is suitable is: (3)

the existing water line was damaged and taken out of service. The two referenced businesses are being served by a temporary water line. Lake Murray Utility Company was the lowest of four responsive bidder and is able to begin work immediately.

6/2/23 Date

Amount $ 207,066

Signature of Department Head	6/2/23 Date
Signature of Purchasing Agent	9/2/2023 Date
Signature of Finance Director	8/2/23 Date
Signature of Asst. City Manager	8/3/2023 Date
Signature of City Manager	8/3/2023 Date

Form must be routed in the order of the signatures

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

Rev 05/16/18 Form 0103

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.

WM4729
Forest Dr Water Main Upgrade
Bid Tally
5/25/2023

Contractor	Total Bid
Carolina Tap & Bore	$ 185,525.00
LAD Construction	$ 210,700.00
Lake Murray Utility Company, Inc.	$ 172,555.00
GH Smith Construction, Inc.	$ 189,150.00

[redacted]

LAD Construction, LLC

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	[redacted]	[redacted]	LF	[redacted]	[redacted]
2	[redacted]	[redacted]	EA	[redacted]	[redacted]
3	[redacted]	[redacted]	EA	[redacted]	[redacted]
4	[redacted]	[redacted]	EA	[redacted]	[redacted]
5	[redacted]	[redacted]	EA	[redacted]	[redacted]
6	[redacted]	[redacted]	EA	[redacted]	[redacted]
7	[redacted]	[redacted]	EA	[redacted]	[redacted]
8	[redacted]	[redacted]	TONS	[redacted]	[redacted]
9	[redacted]	[redacted]	LF	[redacted]	[redacted]
10	[redacted]	[redacted]	SY	[redacted]	[redacted]
11	[redacted]	[redacted]	AC	[redacted]	[redacted]
12	[redacted]	[redacted]	LS	[redacted]	[redacted]
13	[redacted]	[redacted]	LS	[redacted]	[redacted]
				[redacted]	[redacted]
	[redacted]	1	LS	[redacted]	[redacted]

Page 1 of 1

[redacted]

[redacted]

Item No.	Description	Estimated Quantities	Unit	Unit Price	Amount
1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
3	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
4	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
5	New Fire Hydrant Assembly (to include Gate Valve, Hydrant Lead, & Hydrant	2	EA	$8,500.00	$ 17,000.00
6	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
7	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8	Remove Concrete and Replace Asphalt Pot and Driveways (If Public Bridge Contractor to be paid by Tribute provided to City's Inspector.	24	TONS	$500.00	$ 12,000.00
9	Remove Concrete and Replace Concrete Gutter Contractor to be paid by Tribute provided to City's Inspector.	20	LF	$200.00	$ 4,000.00
10	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
11	Mobilization to include but not limited to Bond Requirements, removal of debris in the area	0.50	AS	$20,000.00	$ 10,000.00
12	Erosion and Sediment Control (Sediment Tubes at All Stormwater Inlets)	1.00	LS	$5,000.00	$ 5,000.00
13	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]				[redacted]
	Environmental Considerations (Add to Invert Ins of Sidewalk w/ all Items Including Mobilization/Demobilization per Specification 16.07.20	1	LS	$7,500.00	$ 7,500.00
				TOTAL BID:	$ 103,150.00

WM4729 FOREST DR WATER MAIN REPAIR
EMERGENCY PROJECT
LAKE [illegible] UTILITY COMPANY, INC

Item No.	Description	Estimated Quantities	Unit	Unit Price		Amount
1	6" DIP Water Main (Including all Fittings & Appurtenances)	575	LF	$145.00	$	83,375.00
2	6" 45 Degree Bend MJ	4	EA	$600.00	$	2,400.00
3	6" x 6" Tee (Including all Fittings and Appurtenances)	1	EA	$750.00	$	750.00
4	6" Gate Valve (Including all Fittings and Appurtenances)	1	EA	$2,100.00	$	2,100.00
5	New Fire Hydrant Assembly (to include Gate Valve, Hydrant Lead, & Hydrant	7	EA	$3,500.00	$	17,000.00
6	Renew & Reconnect Water Services (Size as Required)	6	EA	$3,000.00	$	18,000.00
7	Meter Box Installation	3	EA	$250.00	$	750.00
8	Sawcut Remove and Replace Asphalt Rd and Driveways (3 ft wide strip): Contractor to be paid by Tickets provided to City's Inspector.	21	TONS	$500.00	$	10,500.00
9	Sawcut Remove and Replace Concrete Gutter: Contractor to be paid by Tickets provided to City's Inspector.	20	LF	$100.00	$	2,000.00
10	Flowable Fill	186	CY	$130.00	$	24,180.00
11	Restoration to include but not limited to Sod Replacement, removal of debris in the area	0.20	AC	$15,000.00	$	3,000.00
12	Erosion and Sediment Control (Sediment Tubes at All Stormwater Inlets)	1.00	LS	$1,000.00	$	1,000.00
13	Traffic Control (parking lot)	1.00	LS	$5,000.00	$	5,000.00
				SUBTOTAL:	$	170,055.00
	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all Items Excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	$2,500.00	$	2,500.00
				TOTAL BID:	$	172,555.00

[redacted]

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
3	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
4	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
5	[redacted]	2	EA	$12,000.00	$ 24,000.00
6	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
7	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8	[redacted]	21	TONS	$400.00	$ 8,400.00
9	[redacted]	20	LF	$200.00	$ 4,000.00
10	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
11	[redacted]	0.50	AC	$10,000.00	$ 2,500.00
12	[redacted]	1.00	LS	$5,000.00	$ 5,000.00
13	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
				[redacted]	[redacted]
	[redacted]	1	LS	$5,000.00	$ 5,000.00
	[redacted]			[redacted]	$ 150,000.00

CITY OF COLUMBIA
PO Box 147
Columbia, South Carolina 29217

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V017782	THOMAS MANN	07/17/23	00395567

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DEPT REF NUMBER	DESCRIPTION	CR MEMO DISCOUNT	NET AMOUNT
060223	06/02/23			PKUP/ CANDISS BROWN	0.00	75.00
					TOTAL	75.00

CITY OF COLUMBIA
PO Box 147
Columbia, South Carolina 29217

First Citizens Bank & Trust, Inc.
Columbia, SC

CHECK NO. 00395567

57-604/531
Branch 101

DATE 07/17/23

A/P ACCOUNT

PAY EXACTLY
$**********75.00

PAY SEVENTY FIVE Dollars and ZERO Cents

THIS CHECK WILL NOT BE PAID IF PRESENTED TO THE TREASURER AFTER THE EXPIRATION OF NINETY (90) DAYS FROM DATE HEREOF.

TO THE ORDER OF
THOMAS MANN
4501 BENTLEY ROAD
COLUMBIA, SC 29210

Just Barlow

Jeff Palm

⑈00395567⑈ ⑆053906041⑆ 083017690501⑈

CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE	6/7/2023
PROJECT NAME	Forest Dr Water Main Upgrade			NEW PROJECT?	Yes
PROJECT ID	WM472901		PROJECT TYPE		Capital
MANAGER NAME	Aaron Marshall				

THIS SECTION TO BE COMPLETED BY DEPARTMENT		
REVENUE BUDGET CONTROL- Identifies source of funding		
AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
$ 207,066.00	WM432323	Unforeseen Projects
$ 207,066.00		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
22/23	658650	552	9999	WM472901		$ 207,066.00	$ 207,066.00
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 207,066.00

EXPLANATION	WM472901 - Forest Dr Water Main Upgrade.

AUTHORIZED SIGNATURES:			
DEPARTMENT MANAGER		ASST CITY MANAGER	6/8/2023
DIVISION MANAGER	6/7/23	CITY MANAGER	6/9/2023

Requisition# R222401

JUSTIFICATION FOR

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the installation of (1)
new 6 inch waterline and service renewals on Golden Court

as an emergency procurement from LAD Construction in the amount of $100,200 which includes the (2)
base bid of $83,500 and a 20% contingency from 552 9999 WM4747 658650.

The basis for this emergency determination and the reason no other vendor is suitable is: (3)
the Columbia Water customers along this waterline have poor water quality and low pressure causing
health and safety concern. LAD Construction is the lowest of four responsive bidders and
are able to begin work immediately.

June 8, 2023
Date

Amount$ 100,200

Signature of Department Head — Date: 6/8/23

Signature of Purchasing Agent — Date: 8/9/2023

Signature of Finance Director — Date: 8/9/2023

Signature of Asst. City Manager — Date: 8/10/2023

Signature of City Manager — Date: 8/14/2023

Form must be routed in the order of the signatures

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

Rev. 05/14/18 Form 0102

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

CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE	6/8/2023
PROJECT NAME	Water Main Upgrade and Service Renewal along Golden Ct			NEW PROJECT?	Yes
PROJECT ID	WM474701			PROJECT TYPE	Capital
MANAGER NAME	Aaron Marshall				

THIS SECTION TO BE COMPLETED BY DEPARTMENT		
REVENUE BUDGET CONTROL- Identifies source of funding		
AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
$ 100,200.00	WM300123	Water Quality Projects
$ 100,200.00		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
22.23	658650	552	9999	WM474701		$ 100,200.00	$ 100,200.00
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 100,200.00

EXPLANATION	WM474701 - Water Main Upgrade and Service Renewal along Golden Ct.

AUTHORIZED SIGNATURES:			
DEPARTMENT MANAGER	6/12/23	ASST CITY MANAGER	6/12/2023
DIVISION MANAGER	6/12/23	CITY MANAGER	6/14/2023

WM4742

WATER MAIN UPGRADE AND SERVICE RENEWAL ALONG GOLDEN CT

Bid Tally

6/6/2023

Contractor	Total Bid
Lake Murray Utility	$ 85,150.00
Lad Construction	$ 83,500.00
GH Smith	$ 90,425.00
Carolina Tap & Bore	$ 117,750.00

WM4742 WATERHILL DR WATER MAIN REPAIR
EMERGENCY PROJECT

Item No.	Description	Estimated Quantities	Unit	Unit Price		Amount
1	6" DIP Water Main (Including all Fittings & Appurtenances)	195	LF	$185.00	$	36,075.00
2	6" DIP Water Main Restrained Joint (Including All Fittings & Appurtenances)	25	LF	$225.00	$	5,625.00
3	6" 22.5 Degree Bend MJ	1	EA	$600.00	$	600.00
4	6"x 6" Tapping Sleeve (Valve Includes Box, Cover, and Concrete Collar)	1	EA	$6,000.00	$	6,000.00
5	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	$9,000.00	$	9,000.00
6	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket. Contractor required to identify and document existing pipe material on property side, and city side of water meter. Include if there was a gooseneck on property side of meter.	4	EA	$4,400.00	$	17,600.00
7	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. Contractor required to identify and document existing pipe material on property side and city side of water meter. Include if there was a gooseneck on property side of meter.	2	EA	$2,800.00	$	5,600.00
8	Sawcut Remove and Replace Asphalt Rd (3 ft wide, 2" thick strip): Contractor to be paid by Tickets provided to City's Inspector.	4	TONS	$750.00	$	3,000.00
9	Sawcut Remove and Replace Concrete Driveway/Gutter: Contractor to be paid by Tickets provided to City's Inspector.	2	CY	$1,500.00	$	3,000.00
10	Cut and Cap Existing 2" Water Main	1	EA	$2,500.00	$	2,500.00
11	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	35	CY	$250.00	$	8,750.00
12	Restoration to include but not limited to Sod Replacement, removal of debris in the area	0.10	AC	$50,000.00	$	5,000.00
13	Erosion and Sediment Control (Sediment Tubes at All Stormwater Inlets)	1.00	LS	$5,000.00	$	5,000.00
14	Traffic Control	1.00	LS	$5,000.00	$	5,000.00
				SUBTOTAL:	$	112,750.00
13	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all Items Excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	$5,000.00	$	5,000.00
	6/5/2023			TOTAL BID:	$	117,750.00

WM4747 GOLDEN CT MAIN REPAIR
EMERGENCY PROJECT

[illegible], INC.

Item No.	Description	Estimated Quantities	Unit	Unit Price		Amount
1	6" DIP Water Main (Including all Fittings & Appurtenances)	195	LF	$140.00	$	27,300.00
2	6" DIP Water Main Restrained Joint (Including All Fittings & Appurtenances)	25	LF	$160.00	$	4,000.00
3	6" 22.5 Degree Bend MJ	1	EA	$600.00	$	600.00
4	6"x 6" Tapping Sleeve (Valve Includes Box, Cover, and Concrete Collar)	1	EA	$8,500.00	$	8,500.00
5	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	$8,500.00	$	8,500.00
6	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1" bucket. Contractor required to identify and document existing pipe material on property and after point of water meter. Includes [illegible]	4	EA	$2,250.00	$	9,000.00
7	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. Contractor required to identify and document existing pipe material on property and after point of water meter. Includes [illegible] to property side of meter.	2	EA	$1,750.00	$	3,500.00
8	Sawcut Remove and Replace Asphalt Rd (3 ft wide, 2" thick strip): Contractor to be paid by Tickets provided to City's Inspector.	4	TONS	$500.00	$	2,000.00
9	Sawcut Remove and Replace Concrete Driveway/Gutter: Contractor to be paid by Tickets provided to City's Inspector.	2	CY	$1,000.00	$	2,000.00
10	Cut and Cap Existing 2" Water Main	1	EA	$1,500.00	$	1,500.00
11	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	35	CY	$150.00	$	5,250.00
12	Restoration to include but not limited to Sod Replacement, removal of debris in the area	0.10	AC	$50,000.00	$	5,000.00
13	Erosion and Sediment Control (Sediment Tubes at All Stormwater Inlets)	1.00	LS	$1,500.00	$	1,500.00
14	Traffic Control	1.00	LS	$2,500.00	$	2,500.00
				SUBTOTAL:	$	81,150.00
13	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all Items Excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	$4,000.00	$	4,000.00
				TOTAL BID:	$	85,150.00

WM4747 GOLDEN CT MAIN REPAIR
EMERGENCY PROJECT

LAD Construction, LLC

Item No.	Description	Estimated Quantities	Unit	Unit Price		Amount
1	6" DIP Water Main (Including all Fittings & Appurtenances)	195	LF	$120.00	$	23,400.00
2	6" DIP Water Main Restrained Joint (Including All Fittings & Appurtenances)	25	LF	$145.00	$	3,625.00
3	6" 22.5 Degree Bend MJ	1	EA	$750.00	$	750.00
4	6"x 6" Tapping Sleeve (Valve Includes Box, Cover, and Concrete Collar)	1	EA	$6,000.00	$	6,000.00
5	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	$6,350.00	$	6,350.00
6	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket. Contractor required to identify and document existing pipe material on property side and city side of water meter. Include if there was a gasket on the property side of meter.	4	EA	$2,500.00	$	10,000.00
7	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. Contractor required to identify and document existing pipe material on property side and city side of water meter. Include if there was a gasket on the property side of meter.	2	EA	$2,000.00	$	4,000.00
8	Sawcut Remove and Replace Asphalt Rd (3 ft wide, 2" thick strip): Contractor to be paid by Tickets provided to City's Inspector.	4	TONS	$750.00	$	3,000.00
9	Sawcut Remove and Replace Concrete Driveway/Gutter: Contractor to be paid by Tickets provided to City's Inspector.	2	CY	$1,500.00	$	3,000.00
10	Cut and Cap Existing 2" Water Main	1	EA	$1,500.00	$	1,500.00
11	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	35	CY	$175.00	$	6,125.00
12	Restoration to include but not limited to Sod Replacement, removal of debris in the area	0.10	AC	$75,000.00	$	7,500.00
13	Erosion and Sediment Control (Sediment Tubes at All Stormwater Inlets)	1.00	LS	$1,000.00	$	1,000.00
14	Traffic Control	1.00	LS	$3,500.00	$	3,500.00
				SUBTOTAL:	$	79,750.00
13	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all Items Excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	$4,750.00	$	3,750.00
				TOTAL BID:	$	83,500.00

WM4747 Golden Court Main Repair
EMERGENCY PROJECT

GH Smith Construction, Inc 430 Shuler Ct., Columbia, SC 29212
Jerry Smith 803-622-5139

Item No.	Description	Estimated Quantities	Unit	Unit Price		Amount
1	6" DIP Water Main (including all Fittings & Apputenances)	195	LF	$130.00	$	25,350.00
2	6" DIP Water Main Restrained Joint (including All Fittings & Appurtenances)	25	LF	$135.00	$	3,375.00
3	6" 22.5 Degree Bend MJ	1	EA	$400.00	$	400.00
4	6"x 6" Tapping Sleeve (Valve Includes Box, Cover, and Concrete Collar)	1	EA	$6,000.00	$	6,000.00
5	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	$8,000.00	$	8,000.00
6	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1" bucket. Contractor required to identify and document existing pipe [illegible]	4	EA	$2,200.00	$	8,800.00
7	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. Contractor required to identify and document existing pipe [illegible]	2	EA	$1,600.00	$	3,200.00
8	Sawcut Remove and Replace Asphalt Rd (3 ft wide, 2" thick strip): Contractor to be paid by Tickets provided to City's Inspector.	4	TONS	$1,500.00	$	6,000.00
9	Sawcut Remove and Replace Concrete Driveway/Gutter: Contractor to be paid by Tickets provided to City's Inspector.	2	CY	$2,000.00	$	4,000.00
10	Cut and Cap Existing 2" Water Main	1	EA	$3,000.00	$	3,000.00
11	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	35	CY	$180.00	$	6,300.00
12	Restoration to include but not limited to Sod Replacement, removal of debris in the area	0.10	AC	$50,000.00	$	5,000.00
13	Erosion and Sediment Control (Sediment Tubes at All Stormwater Inlets)	1.00	LS	$2,000.00	$	2,000.00
14	Traffic Control	1.00	LS	$5,000.00	$	5,000.00
				SUBTOTAL:	$	86,425.00
13	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all Items Excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	$4,000.00	$	4,000.00
				TOTAL BID:	$	90,425.00

JUSTIFICATION FOR

Requisition# R224917

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure The repair of the Flygt ACT Transport PMA Pump and repair of the cables/hoses at West Columbia Pump Station, and all labor, parts, materials, and shipping charges associated with the repair (1)

as an emergency procurement from Xylem Water Solutions USA, Inc. (2)

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

Xylem is the sole municipal Flygt pump distributor and repair facility. If we have someone outside of Xylem work on our equipment it will void our warranty with the company. This is an emergency because if this pump fails we can no longer transfer wastewater from this major station and it could result in an SSO, if not repaired. (3)

10/2/2023
Date

Amount$ 155,491.31

W. Frederick Eckhardt Signature of Department Head	10/02/2023 Date
Shannon Wizerski Signature of Purchasing Agent	10/3/2023 Date
Kristine Githara Signature of Finance Director	10/5/2023 Date
E. Shealy Signature of Asst. City Manager	10/06/2023 Date
Teresa Wilson Signature of City Manager	10/10/2023 Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

635 Gold Hill Road
Fort Mill, SC 29715
Tel 803/909-7867
Fax 803/818-3127

August 18, 2023

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC 29202-0147

Quote # 2023-CHA-1166
Project Name: CITY OF COLUMBIA
Job Name: WCPS CABLE CHANGE

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Block 1

Qty	Part Number	Description	Unit Price	Extended Price
32	82 43 07	WASHER,SS 46.5MM ID 70MM OD	$ 56.76	$ 1,816.32
8	82 70 86	CAP,PVC 6X16	$ 1.98	$ 15.82
30	83 42 73	LUG,CABLE COPPER	$ 26.66	$ 799.80
16	84 19 33	GROMMET,NBR 39ID 70OD 33L	$ 66.22	$ 1,059.52
430	94 08 94	CABLE,SUBCAB S12X1.5 30MM	$ 47.30	$ 20,339.00
860	94 19 85	CABLE,SUBCAB 3X50+2G35/2+S(2X0.5) 36MM	$ 73.96	$ 63,605.60
30	95 00 32	HOSE,SHRINK POLY 24.0ID BLACK	$ 80.84	$ 2,425.20
8	611 14 05	RING,SS	$ 343.14	$ 2,745.12
4	819 99 00	TERMINAL BOARD UNIT	$ 1,143.80	$ 4,575.20
128	14-69 00 05A	LABOR,MOBILE FLYGT,NOTAX Z2-TP MODELS: 3000,7000,8000	$ 190.00	$ 24,320.00
4	14-69 00 21D	ENV FEE >50HP TP ENVIRONMENTAL FEE	$ 110.00	$ 440.00
4	14-69 97 26	EXPENSES(TRAVEL,MEALS AND/OR+ LODGING) NO TAX	$ 1,848.00	$ 7,392.00
1	USOneTimeLabor	One Time Part - Labor	$ 10,780.00	$ 10,780.00
		Total Price		**$ 140,313.58**
		Freight Charge		**$ 6,840.00**
		Total Price		**$ 147,153.58**

Terms & Conditions
This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-

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conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders:	Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms:	3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020) See Freight Payment (Delivery Terms) below.
Taxes:	State, local and other applicable taxes are not included in this quotation.
Back Charges:	Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Shortages:	Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Delivery:	PP/Add Order Position
Validity:	This Quote is valid for ninety (90) days.
Terms of Payment:	100% N45 after invoice date. Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
Schedule:	Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Customer Acceptance:
A signed facsimile copy of this quote is acceptable as a binding contract.

Signature:_____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____ _____

Date: _____ Phone _____

PO#:_____ Fax: _____

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

FLYGT
a xylem brand

Christy Helms
Inside Sales

Christy.Helms@xylem.com

Peter Carlson
Sales Representative
Phone: 704/504-8804
Cell: 704/996-7320
peter.carlson@xylem.com
Fax:704/504-8773

FLYGT
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xylem

Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:	2023-CHA-1166
Customer Name:	CITY OF COLUMBIA
Job Name:	WCPS CABLE CHANGE
Total Amount: (excluding freight)	$ 140,313.58

Signature: _____ Name: _____ (PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____

FLYGT
a xylem brand

FLYGT

a xylem brand

Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

** Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at $500 per pump.*

Multi-year PMA packages are available as well.
Contact your Xylem Sales Representative today for more information.

Visit our PMA site for more info

xylem
Let's Solve Water

JUSTIFICATION FOR

Requisition# Pending Budget Transfer

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure construction services for the repair and replacement of a 6" waterline located within the intersection of St Andrews Road and Lake Murray Blvd (1) along with the required repavement of the roadways

as an emergency procurement from Carolina Tap and Bore (CT&B) and CR Jackson for a total amount of $787,556.70 which includes Carolina Tap and Bore's base bid of $246,618.75 and CR Jackson's (2) base bid of $409,678.50 and a 20% contingency from 552 9999 WM4758 658650.

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

City forces initially repaired the leak within the intersection and SCDOT requested a contractor to repave the intersection immediately as there were public safety concerns with the roadway damage caused by the leak. CR Jackson (3) was contacted and deployed a crew the next day. When CR Jackson began their construction, the waterline broke again. City forces requested assistance and CT&B had an available crew and mobilized to the site the next day. All repair/replacement work had to be completed before school starts the week of 8/14. There was no time for a full procurement.

8/9/2023 Amount$ 787,556.70

Date

Signature of Department Head	8/10/2023 Date
Signature of Purchasing Agent	Date
Signature of Finance Director	Date
Signature of Asst. City Manager	Date
Signature of City Manager	Date

Form must be routed in the order of the signatures

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

Rev 05/14/18 Form 0102

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

We Are Columbia

CITY OF COLUMBIA - APPROVED PROJECT

* Being routed for signatures *

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE	8/10/2023
PROJECT NAME	Water Main Repair & Restoration at St Andrews Rd & Lake Murray Blvd			NEW PROJECT?	Yes
PROJECT ID	WM475801			PROJECT TYPE	Capital
MANAGER NAME	Erica Hardy				

THIS SECTION TO BE COMPLETED BY DEPARTMENT

REVENUE BUDGET CONTROL- identifies source of funding

AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
$ 787,556.70	WM432324	Unforeseen Projects
$ 787,556.70		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
23/24	658650	552	9999	WM475801		$ 787,556.70	$ 787,556.70
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 787,556.70

EXPLANATION	WM475801 - Water Main Repair & Restoration at St Andrews Rd & Lake Murray Blvd approved FY23/24 budget.

AUTHORIZED SIGNATURES:	
DEPARTMENT MANAGER	ASST CITY MANAGER
DIVISION MANAGER	CITY MANAGER

* Seeking Council Support for Signature *
* Seeking neutral vote for signature *

– Carolina Tap and Bore –

"EMERGENCY"

PROJECT NAME: Renew 6 Water Main along Intersection of St. Andrews Rd. & Lake Murry Blvd.

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic control	1	LS	$ 60,000.00	$ 60,000.00
2	6" x 6" MJ Tapping Sleeve and Valve w/Box on Asbestos Water Main	2	EA	$ 7,500.00	$ 15,000.00
3	12" x 6" MJ Tapping Sleeve and Valve w/Box	1	EA	$ 8,500.00	$ 8,500.00
4	6" Ductile iron Restrained pipe	340	LF	$ 185.00	$ 62,900.00
5	6" x 6" x 6 " Tee	2	EA	$ 900.00	$ 1,800.00
6	6" Valve w/Box	5	EA	$ 2,500.00	$ 12,500.00
7	6" 90 Degree Bend	4	EA	$ 900.00	$ 3,600.00
8	6" 45 Degree Bend	4	EA	$ 900.00	$ 3,600.00
9	6" long sleeves	3	EA	$ 900.00	$ 2,700.00
10	Fire Hydrant	1	EA	$ 8,500.00	$ 8,500.00
11	6" Gate Valve w/Box	2	EA	$ 2,500.00	$ 5,000.00
12	6" x 6" x 6" Tee	1	EA	$ 950.00	$ 950.00
13	Cut & Cap 6" asbestos Water main to include Hymax Couping & Concrete	2	EA	$3,500.00	$ 7,000.00
14	6" MJ x 2" Plug	1	EA	$ 400.00	$ 400.00
15	2" Square nut valve	1	EA	$600.00	$ 600.00
16	Tie in existing 2" main to new main	1	EA	$ 1,000.00	$ 1,000.00
17	Saw Cut and Remove Asphalt Pavement (ditch line). Truck will need to be weighed and ticket provided for each load. (Contractor to be paid by tickets provided to City's Inspector)	50	TN	$ 300.00	$ 15,000.00
18	Replace 2" of Asphalt Pavement per SCDOT Requirements - to be paid by Tickets provided to City Inspector.	5	TN	$ 300.00	$ 1,500.00
19	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt.	1	EA	$ 1,800.00	$ 1,800.00
20	Flowable Fill (pipe ditch line)	49	CY	$ 225.00	$ 11,025.00
21	Concrete Thrust Block	2	CY	$ 250.00	$ 500.00
22	Abandon Cut and Cap Over 2" Water Mains in Place	3	EA	$ 2,500.00	$ 7,500.00
23	Abandon Cut and Cap 2" and Under Water Mains in Place	1	EA	$ 1,500.00	$ 1,500.00
24	Restoration to include Sod Replacement	0.10	AC	$ 20,000.00	$ 2,000.00
				SUBTOTAL:	$ 234,875.00
25	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	LS	$ 11,743.75	$ 11,743.75
				TOTAL BASE BID:	$ 246,618.75

BID FORM

PROJECT NAME: ASPHALT REPAIR AT ST. ANDREWS RD & LAKE MURRAY BLVD

CIP # WM4758

C.R. Jackson, Inc.

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic Control (Must meet SCDOT approved standards) **Traffic control must be switched out by Contractor within 24 hrs of Notice to Proceed.** If City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	1	LS	$ 50,750.00	$ 50,750.00
~~2~~	~~Square up 8 ft x 5 ft hole. Inspect 2" water main for leaks. Dig to undisturbed subgrade as directed by City Inspector. Backfill Water Main with Tamped Sand Clay (1 ft all around pipe) - to be paid by Tickets provided to City Inspector~~	~~2~~	~~TN~~	~~$ ———~~	~~$ ———~~
~~3~~	~~Place 3 ft SCDOT Excavatable Flowable Fill within hole (200 psi) up to 12" below surface. Contractor to be paid by Tickets provided to City Inspector.~~	~~6~~	~~CY~~	~~$ ———~~	~~$ ———~~
4	Mill full depth asphalt (12" thick) within specified boundary on plans. **Expose subgrade for SCDOT inspection. Concrete road bed is present in some areas, do not remove.** Contractor to be paid by Tickets provided to City Inspector	648	TN	$ 85.00	$ 55,080.00
5	Mill 6" depth asphalt within specified boundary on plans. Contractor to be paid by Tickets provided to City Inspector	540	TN	$ 55.00	$ 29,700.00
6	Remove and replace compromised subgrade as directed by SCDOT. Contractor to be paid by Tickets provided to City Inspector.	50	TN	$ 145.00	$ 7,250.00
7	Replace 12" Asphalt Pavement (6" Base Course & 6" Surface Course) - to be paid by Tickets provided to City Inspector.	650	TN	$ 165.00	$ 107,250.00
8	Replace 6" depth Asphalt Pavement (6" Surface Course) - to be paid by Tickets provided to City Inspector.	540	TN	$ 170.00	$ 91,800.00
9	Remove compromised curbing, sidewalk, and concrete driveways	20	TN	$ 325.00	$ 6,500.00
10	Replace Curbing and 4" Sidewalk (joint to joint) including 1 ADA Ramp.	5	CY	$ 775.00	$ 3,875.00
11	Replace Concrete Driveways (6 in) to SCDOT Standards	5	CY	$ 775.00	$ 3,875.00
12	Replace White Striping (to include dashed & solid lane lines, crosswalk, and intersection skips) - Temporary & Permenant Thermo Plastic	1	LS	$ 4,150.00	$ 4,150.00
13	Replace White Stop Bars - Temporary & Permenant Thermo Plastic	4	EA	$ 450.00	$ 1,800.00
14	Replace White Chevrons - Temporary & Permanent Thermo Plastic	4	EA	$ 125.00	$ 500.00
15	Replace White Directional Arrows (2 arrows) - Temporary & Permanent Thermo Plastic	3	EA	$ 300.00	$ 900.00
16	Replace White Directional Arrows (1 arrow) - Temporary & Permanent Thermo Plastic	3	EA	$ 200.00	$ 600.00
17	Replace Double Yellow Striping - Temporary & Permanent Thermo Plastic	328	LF	$ 5.00	$ 1,640.00
18	Replace Traffic Loops according to SCDOT Standards. See signal plan. **Contact SCDOT Traffic at 803-737-6660**	1	LS	$ 22,000.00	$ 22,000.00
19	Restoration-to include seed & sod for any damage during construction	200	SQFT	$ 12.50	$ 2,500.00
				SUBTOTAL:	$ 390,170.00
20	Mobilization (Not to exceed 5% of Subtotal per Specification 15.57.2)	1	LS	$ 19,508.50	$ 19,508.50
				TOTAL BID:	$ 409,678.50

SUBMIT THE ELECTRONIC COPY TO
erica.hardy@columbiasc.gov
makenzie.flood@columbiasc.gov
bennie.gable@columbiasc.gov
frances.bryan@columbiasc.gov
andrea.bolling@columbiasc.gov

JUSTIFICATION FOR

Requisition# R223321

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure The rebuild of three Aeration Blowers, to include pickup, delivery, labor, perdiem, mileage, parts/materials, and shipping charges. (1)

as an emergency procurement from Powerhouse Mechanical Repair Inc. (2)

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

At this time we are currently down three out of four blowers in our Train 2 Aeration Basin. The aeration basins provide air to the good bacteria in the basins that help treat the wastewater. The air keeps the bacteria alive and from going septic. If our last blower goes down, the bacteria will die and this would cause us to loose our Train 2 treatment process, resulting in only being able to treat half of the incoming wastewater. (3)

07/19/2023
Date

Amount$ 78,633.67

W. Frank Edwards — Signature of Department Head — 7/19/2023 Date

Shannon Lizewski — Signature of Purchasing Agent — 7/24/2023 Date

Form must be routed in the order of the signatures

Kristine Githara — Signature of Finance Director — 7/26/2023 Date

Signature of Asst. City Manager — 7/28/2023 Date

Signature of City Manager — 7/28/2023 Date — On behalf of the City Manager

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

Rev 05/14/18 Form 0102

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

Utility Operations
Metro Wastewater Division (MWWTP)

Type of Request
click all that apply
Emergency
RUSH
RUSH
RUSH

Date: July 19, 2023 Priority: *1st*

Requestor: Thorsten Killius Requisition #

Approval: David R. Wiman P.O. #

Cost Account Number: 631800-EQUIPMENT REPAIR/SERVICE & SUPPLIES

Qty	Unit	Price	Totals	Complete Description
1	Each	$ 16,658.00	$ 16,658.00	Labor, Perdiem, and Mileage. (Untaxed).
1	Each	$ 7,436.65	$ 7,436.65	Parts. (Taxed).
		$ -	$ -	
		$ -	$ -	***EMERGENCY***
		$ -	$ -	
		$ -	$ -	
		$ -	$ -	
		$ -	$ -	
		$ -	$ -	
		$ -	$ -	
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		$ -	$ -	
		$ -	$ -	
		$ -	$ -	
		$ -	$ -	
		$ -	$ -	
		$ -	$ -	

Vendor: Powerhouse Mechanical
Contact: Mike Whitaker
Phone: 704-523-5265
Fax: N/A

Quote No.: #9200 R1

End User: Plant Maintenance

Subtotal:	$24,094.65
Sales Tax:	$594.93
Shipping & Handling:	$175.00
Total Cost:	$24,864.58

Justification:

This quote is for the rebuild of one Train 2 Aeration Blower #2. This is a very critical piece of equipment for the Train 2 process. We have only one Blower, #4, running at this time. If we lose the last Blower we would result in having to shut down the Train 2 process. Powerhouse Mechanical is a manufacturer recommended repair shop.

POWERHOUSE mechanical

Quotation

Quote Number:	9200 R1			**Contact:**	Thorsten Killius
Quote Date:	07/18/2023	**Expires:**	08/17/2023	**Terms:**	Net 30
Customer:	City of Columbia 1200 Simmon Tree Ln Columbia, SC 29201 United States			**Company:**	Powerhouse Mechanical Repair
				Salesman:	Mike Whitaker
Phone:	803-530-4154				

2 to 3 weeks delivery after receipt of Purchase order

Item	Part Number Description	Revision	Quantity		Price
1	BLOWER REBUILD Quote to include Pickup and delivery, Labor, Perdiem, Mileage, Parts and shipping. Powerhouse has picked up 2 blower and accessed all 3 blower on site. Blower condition is crashed due to Bearing failure which has caused significant damage to the reservoir and and impeller stationaries. with the approved Purchase order powerhouse will continue with the build of one blower. we will at that time tare down the next blower and access I would assume it will be similar in repairs Break down of cost Labor, perdiem, Mileage $16658.00 Parts $7436.65 Shipping $ 175.00		1	$24,273.00	/EA

Total: **$24,273.00**

STANDARD TERMS & CONDITIONS OF SALE
SALE SUPERCEDES ALL PREVIOUS TERMS AND CONDITIONS

QUOTATIONS
Written errors are subject to correction. Orders/contracts are subject to acceptance.
EXPIRATION
Quotes are valid for as long as prices and delivery do not change. Normally 30 days but issues with the supply chain due to unforeseen circumstance derail the best of plans. A revised quote will be provided for these changes.
PAYMENT TERMS
Buyer agrees to make payment within 30 days of the Seller's invoice date. Pre-payment and/or progress payments may be requested by the Seller, depending on material costs and job cycle timing. Early Pay: 10 days or less from the invoice date, you may take a 2% discount on said invoice. Credit card charge requires 4.8% additional on total invoice. Send Payments and Invoices to PO Box 240255, Charlotte NC 28224
SHOP LOAD
Seller reserves the right to refuse Buyer purchase order based on current shop load.
CANCELLATIONS
Orders may be cancelled upon condition that the Buyer assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw material, tooling, and engineering, handling, overhead, and production costs. Such charges will be determined at time of cancellation. Any release delayed more than 90 days from the original release date is subject to a 1% monthly carrying charge.
UNFORESEEN CIRCUMSTANCES all estimate's, and quotes are based on normal and customary delivery for this kind of procedure.

Item	Part Number Description	Revision	Quantity	Price

It does not include contingencies for any unforeseen circumstances such as broken bolts, hardened material, weld repair problems, pipe strain, etc., nor does it include standing time or delays from emergent replacement part requirements and the supplier's turnaround for such. This additional time will be billed according to our current rate schedule. Other Unforeseen Circumstances which impact fulfillment may include situations beyond the anticipation and/or control of Powerhouse Mechanical Repair, Inc including but not limited to weather and natural Acts of God, war, acts of civil disobedience, fire, explosion, biological and disease events.

DELIVERY & SHIPMENTS

Powerhouse shall not be liable for damages or default or delay in production or delivery for causes beyond their control including an accident to or breakdown of their equipment, labor disputes, embargos, force majeure, supplier delays, government restrictions, riot or carrier delays. Buyer shall bear the expense of all product packaging and liability for damaged freight.

FREIGHT CHARGES

Unless specified on Buyer purchase order, all freight charges will be pre-paid and added to the final Seller invoice with administrative markup included.

TAXES

All sales and/or use taxes and Custom duties imposed by federal, state, county or municipal authority upon Seller's transfer and delivery of merchandise hereunder shall be paid by the Buyer.

SAMPLES or Drawings

Submitted for approval when commencing production: Any changes in original specifications must be timely and will be made only at Buyer's direction and expense. Buyer shall notify Seller immediately and follow with written confirmation.

CLAIMS

In all claims for shortages, Buyer must notify Seller within 15 days of receipt of shipment. Charges for repair or inspection of parts by Buyer, without prior authorization, cannot be honored. Claims will not be honored on those parts further processed by Buyer resulting in change of dimensions or characteristics from parts ordered.

TOOLS & DIES

Tools, dies, gages, and fixtures are an integral part of the manufacturing process and may be included total charges. As a proprietary item, payment by the Buyer, whether separately quoted or not, conveys neither ownership nor the right of removal from the Seller's plant. Specific arrangements can be made if the Buyer specifies these requirements up front and submits a separate purchase order for them.

PATENT

The products hereunder are manufactured in accordance with the Buyer's specifications and design. Buyer shall defend and save harmless Seller from all damages, claims, actions, or suits based upon actual or alleged infringement of any patent registered in the U.S. or elsewhere. Indemnity shall include attorney's fees and other costs in defending such claim.

WARRANTY

Seller warrants that goods manufactured by him will conform to the drawings and specifications furnished by Buyer. To ensure that product ordered meets all Buyer requirements, Seller will conform to all specifications and applicable revisions identified with the order documentation and/or previously supplied by the Buyer. In the absence of revision requirements of specifications, Seller will utilize the latest revision available at the time of processing of the order. Where products are used and combined with other equipment or components not furnished by Seller, Buyer agrees to indemnify Seller for all claims and expenses resulting from the use or incorporation into Buyer's products. Indemnity shall include attorney's fees and other costs in defending such claim. No express or implied warranty of merchantability or fitness for use is made except as provided herein. For rotating equipment repair, there is a warranty period of 1 year from installation date if Powerhouse Mechanical Repair, Inc. provides turn-key installation and alignment services and or is present for equipment initial start-up. Problems will be evaluated upon incident. Warranty period will be reduced by one-half if there is a late payment. See "LATE PAYMENT" note, below, for more details on this policy.

LIMITED LIABILITY

The seller's liability shall be limited to the amount of the contract. The foregoing states Seller's entire and exclusive liability. In no event will Seller be liable for consequential or special damages arising from any defect or use of his products.

STANDARD TERMS & CONDITIONS OF SALE SUPERCEDES ALL PREVIOUS TERMS AND CONDITIONS

LATE CHARGES

Powerhouse Mechanical Repair, Inc. may charge 1.5% late charges on balances past payment terms. Acceptance of any quote or estimate is deemed implicit acceptance of these terms. Payment received beyond 45 days from invoice date will result in the Warranty Period being reduced to one-half. Extended payment terms must be agreed upon in writing at the time of order placement and signed by an officer of Powerhouse Mechanical Repair, Inc.

If Powerhouse Mechanical Repair, Inc. must pursue legal redress to collect payment for products orders shipped or services rendered, the cost of such pursuit will be indemnified by Buyer, in addition to payment in full and interest thereupon. It is expressly agreed that venue shall be Mecklenburg County, North Carolina.

RETURNS

All returns must be accompanied by a Returned Material Authorization (RMA) # provided by Powerhouse Mechanical Repair, Inc.
Any agreement quotes or estimate is to be governed by the laws of the state of North Carolina.

NO SOLICITATION OR HIRING OF POWERHOUSE EMPLOYEES

Client acknowledges that Powerhouse's retention of its employees is critical to the servicing of its other clients. Therefore, as a

Item	Part Number Description	Revision	Quantity	Price

material inducement to Powerhouse to enter into this Agreement and provide services to Client, Client agrees that it shall not, directly or indirectly, employ, solicit or otherwise engage any of Powerhouse's current or former employees who have performed services for Client hereunder, for the purpose of employment or independent contracting, without Powerhouse's prior written consent. Client acknowledges that the measure of damages resulting to Powerhouse if Client should breach this Section of the Agreement would be difficult to ascertain. Therefore, Client agrees that Client shall pay Powerhouse the liquidated amount equal to three (3) times the average monthly compensation of the effected Powerhouse employee which is a reasonable amount for the cost for Powerhouse to recruit and train a replacement for such departed employee.

QUOTATION ACCEPTANCE

Any acceptance of this quotation, regardless of the manner or form of such acceptance, shall be deemed to include each term of the quote. Any additional, different, or conflicting terms in Customer's acceptance, purchase order(s) or other documents are deemed rejected by Powerhouse and such terms shall be of no force and effect.

Send Payments and Invoices to:

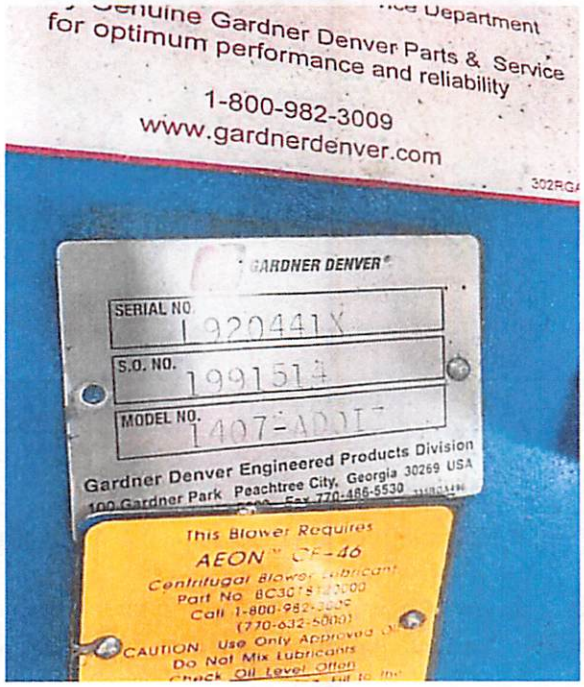
PO Box 240255, Charlotte NC 28224

Mike Whitaker

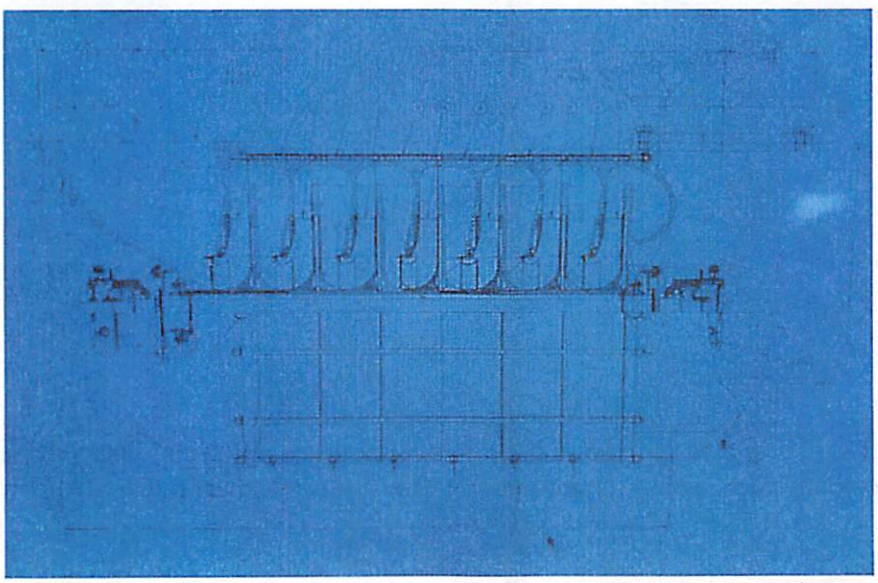
Powerhouse Mechanical Repair

POWERHOUSE mechanical

Quote #9200 R1
Customer: City Of Columbia
Turbotron Accessment and Rebuild



City Of Columbia Blower Repair



Typical schematic and break out of parts shown above.

POWERHOUSE
mechanical

The blower was crashed due to Bearing Failure. Which caused the shaft to rotate out of the normal and caused the Impeller Aluminum spacers to Gald in the Stationaries.

Inlet Housing damage. At this point I do not feel this will affect the Blower unless it crashes, and this could result in the purchase of an inlet housing.

Bearing carriers were in good shape. There was some contamination in the bearing carriers but no damage to the carriers or shaft.

Shaft run out was very good, less than 0.002. Journal ends were good in the sealing areas. Packing area, a little rough but will clean up fine.

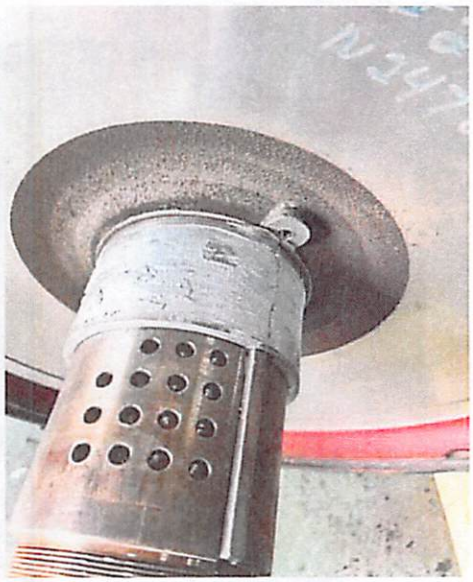
Impeller Spacers Damage these are what keep the shaft straight in the stationaries.

Impeller Spacer

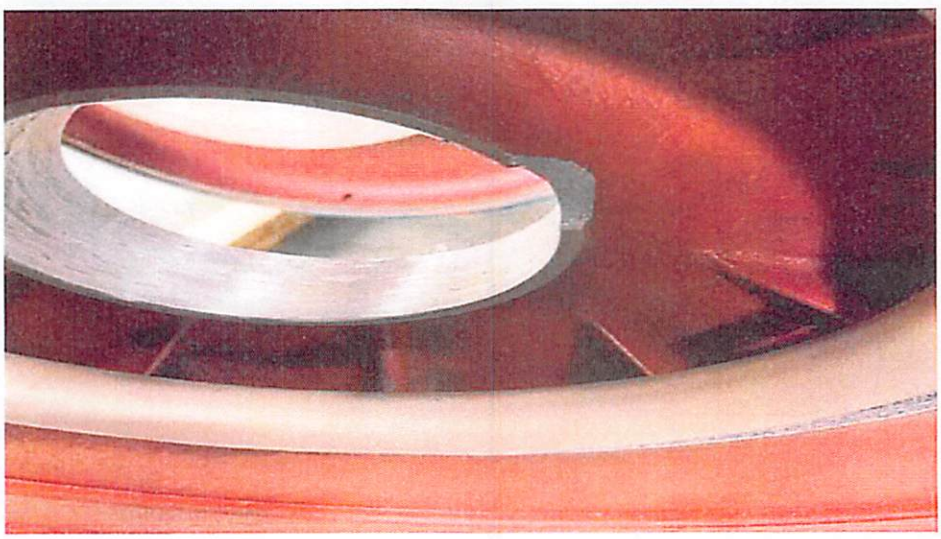
POWERHOUSE mechanical

Damage Impeller Spacers

Blower will require 4 Impeller Spacers

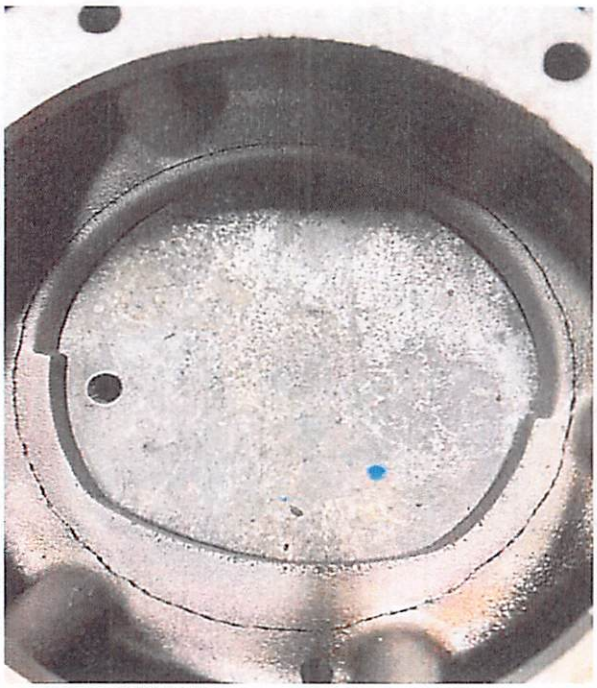


Damage to Stationery and Aluminum Rub



POWERHOUSE
mechanical

Oil Reservoir Drive side Broken



We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3214 Bluff Road; TMS#13500-02-02**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2023-118 - Annexing 3214 Bluff Road, Richland County TMS #13500-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned M-1 by Richland County.

Applicant: Columbia Empowerment Zone, Inc.

Staff Recommendation: Approval

PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given October 17, 2023.

ATTACHMENTS:

- **#a:** ANNEX-2023-0020_Bluff3214_ZPH_Packet(Updated) (PDF)
- #b: 2023-118 - Annex and Incorporate 3214 Bluff Road (PDF)
- #c: Bluff3214_Offer_Notice (PDF)
- #d: Bluff3214_Petition (PDF)

HISTORY:

10/17/23	**Columbia City Council**	**APPROVED ON FIRST READING.**

No one appeared at this time.

CITY COUNCIL

October 17, 2023 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
3214 Bluff Road; TMS# 13500-02-02

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned M-1 by Richland County.
Applicant:	Columbia Empowerment Zone, Inc.
Staff Recommendation:	Approval
PC Recommendation:	09/14/2023; Approval (5-0)
ZPH, 1st Reading:	10/17/2023; Pending
2nd Reading:	11/07/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.5 acres
Current Use: Vacant
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Economic Development Center/Corridor in a Priority Investment Area
Proposed City Land Use Classification: Urban Edge Community Activity Center (UEAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)
Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately $1,250 per year,** based on calls to similar commercial properties within the City limits.

Fire
The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
The Solid Waste Division does not typically provide service to this type of development.

Engineering
City water is available to the site; sanitary sewer will need to be extended at the developer's expense and deeded to the City.

Water Customer Care
The property is currently vacant and any new business would be a new customer, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this property, which is within a Primary Area as designated within the Urban Service Area plan. The property was recently purchased by the Columbia Empowerment Zone, Inc., with the intent of complementing the commercial and residential development underway on the adjacent in-City parcels. This, as well as the nearby property at 3650 Bluff Road, will most likely be exempt from real estate taxes, however depending upon the future tenant, revenue may be generated through business licensing, water/sewer revenue, etc.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Primary Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Primary Area
Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Community Activity Center (UEAC-1). The property is currently

designated as Economic Development Center/Corridor in a Priority Investment Area (Area # 10, I-77 Bluff Road Near Interchange) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

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

PROPOSED ZONING DISTRICT SUMMARY

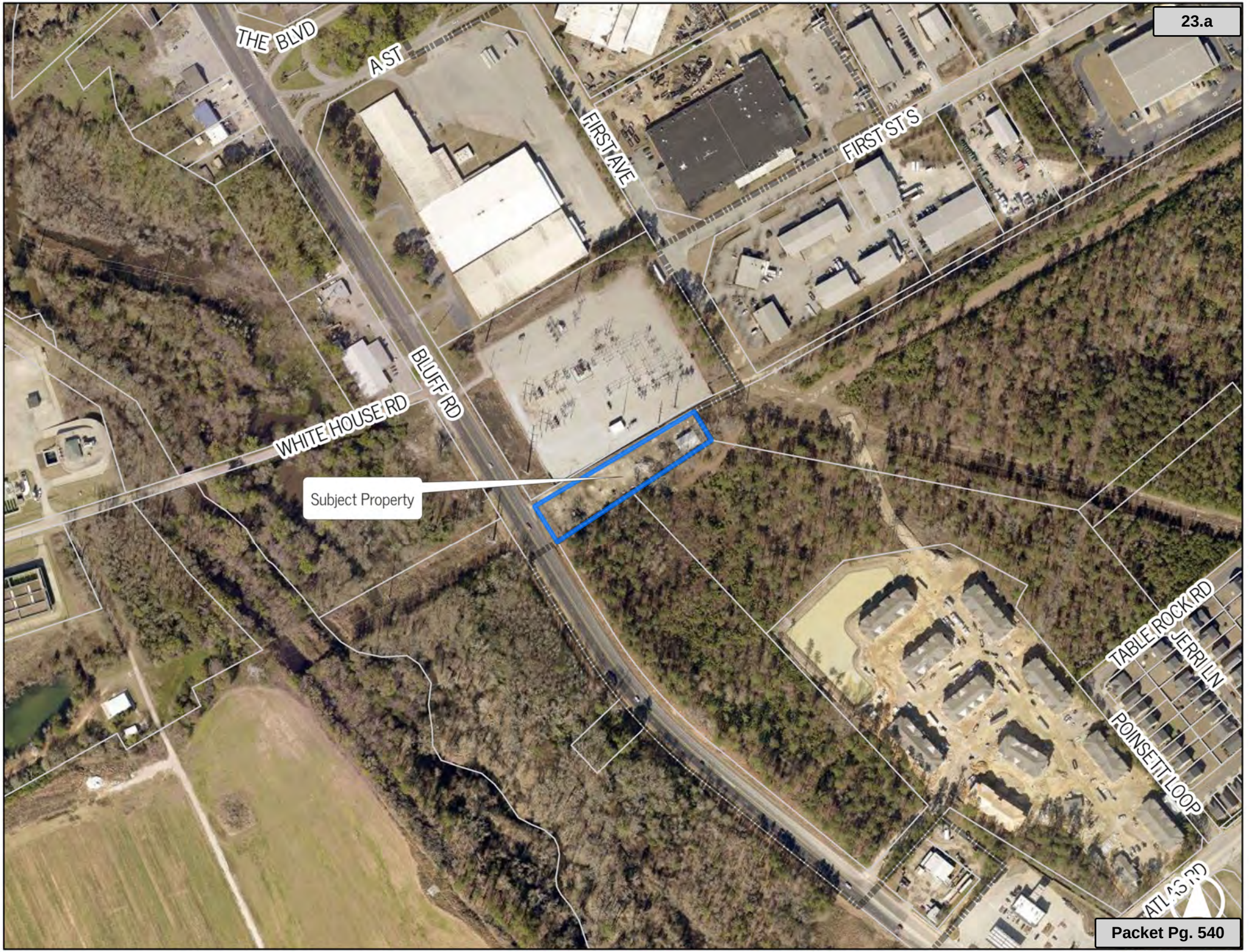
The parcel is currently zoned M-1 by Richland County. Adjacent parcels within the City of Columbia are currently zoned Residential Mixed (RM-2) to the east and southeast, and Community Activity Center/Corridor District (CAC) to the south. Adjacent parcels in unincorporated Richland County are currently zoned M-1 to the north and across Bluff Road to the west.

The proposed City of Columbia zoning district is Community Activity Center/Corridor District (CAC).

Refer to attached zoning district description for proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Urban Edge Community Activity Center (UEAC-1) and zoning of Community Activity Center/Corridor District (CAC) at the time of annexation.

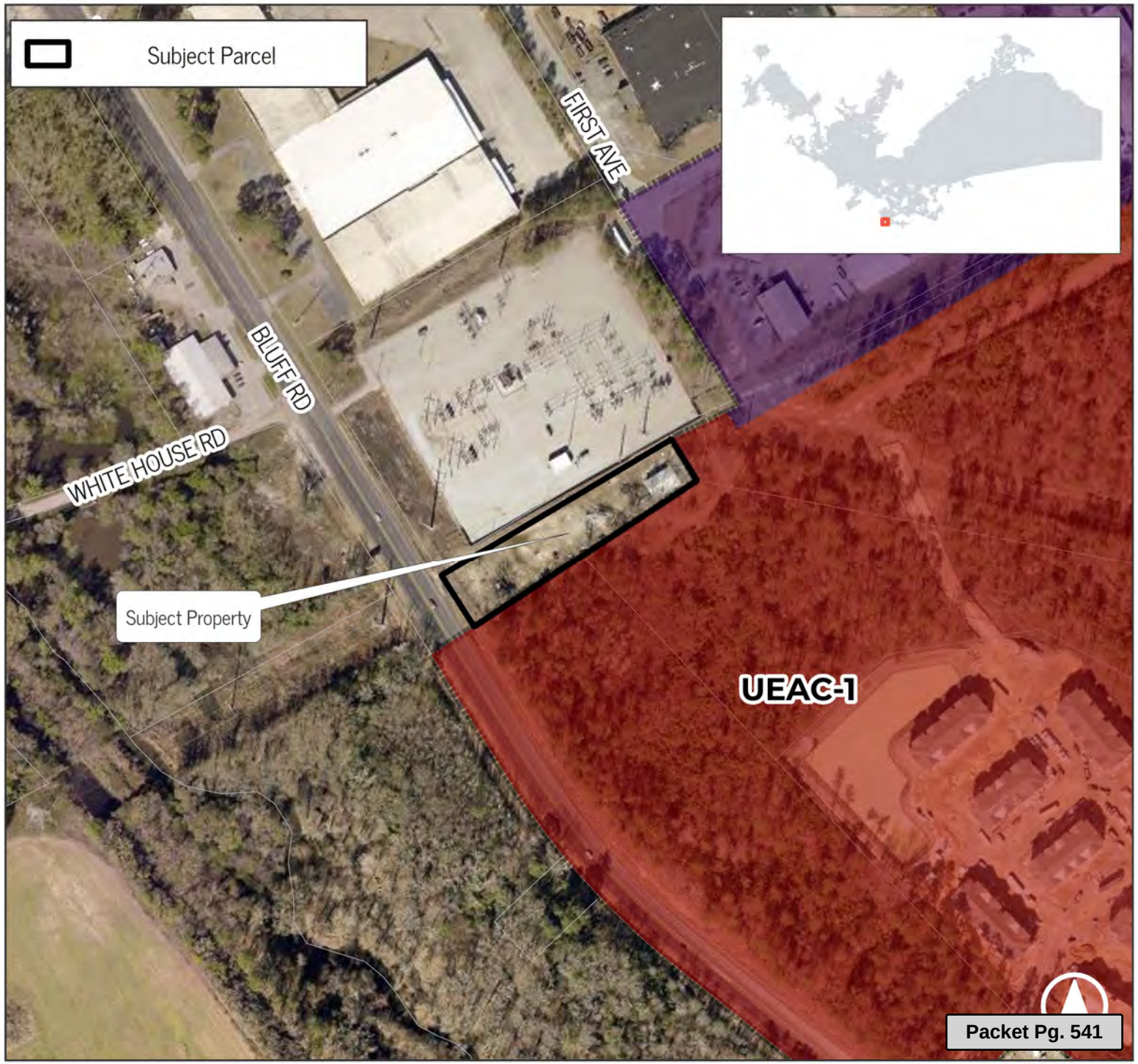

THE BLVD
A ST
FIRST AVE
FIRST ST S
BLUFF RD
WHITE HOUSE RD
Subject Property
TABLE ROCK RD
JERRI LN
POINSETTI LOOP

Future Land Use

3214 Bluff Road; TMS# 13500-02-02
Current Richland Co. Future Land Use: Economic Development Center/Corridor w/in a Priority Invest Area
Proposed City Future Land Use: Urban Edge Community Activity Center (UEAC-1)

Legend

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



Feet
0 200 400

Planning & Development Services Department

Created by: swhudson Date: 8/22/2023

We Are Columbia

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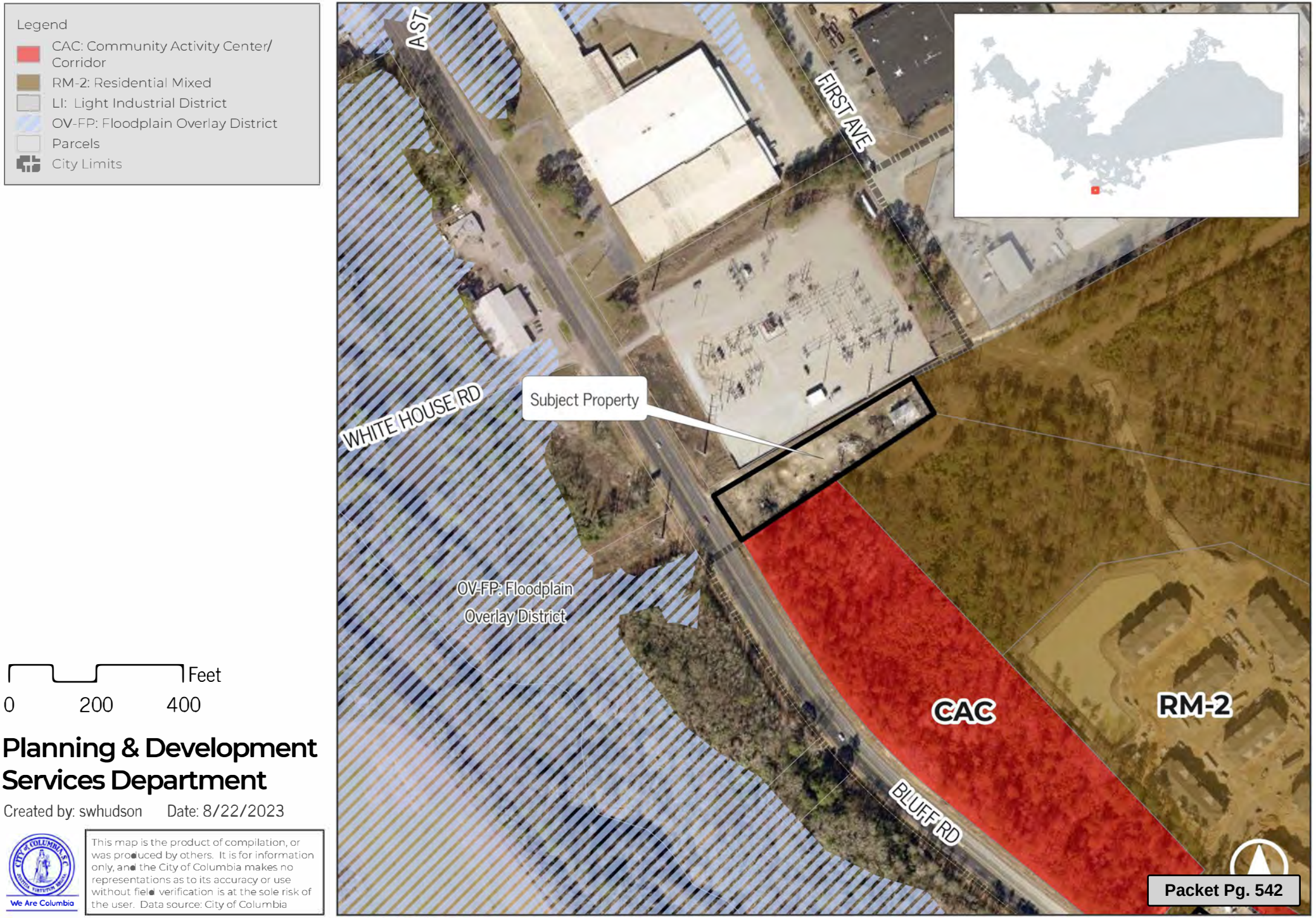
Zoning

3 214 Bluff Road; TMS # 13500-02-02
Current Richland Co. Zoning: Light Industrial (M-1)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)



Planning & Development Services Department

Created by: swhudson Date: 8/22/2023

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Current Future Land Use Classification

ECONOMIC DEVELOPMENT CENTER/CORRIDOR

Land Use and Character

Concentrated areas of high quality employment facilities, integrated with or adjacent to complementary retail and commercial uses and/or medium-and high-density residential uses. This category encourages development of manufacturing, industrial, flex space, and office uses in locations that will minimally affect surrounding properties. Commercial and residential uses are secondary to employment uses

Desired Development Pattern

Master planned industrial and business parks should include a mix of uses within single developments, including employment, convenience commercial and dining, and housing. These mixed-use employment "campuses" provide opportunities for employees to conveniently shop and dine during normal business hours. Smaller scale, single-use employment developments located along major roads should be designed to appropriately buffer manufacturing and industrial uses from adjacent properties. Secondary commercial and residential uses should be located along primary road corridors proximate to employment centers.

Transportation

Maintaining vehicular access and capacity is the primary goal within these areas to ensure that trucks and industrial vehicles have adequate road capacity to and from employment centers.

Recommended Land Uses

Primary Land Uses: Manufacturing, warehousing and logistics centers, light and heavy industrial, research and development facilities, business parks, and other employment uses.

Secondary Land Uses: Multi-family housing, restaurant, bar, personal service, financial institution, small format medical office, personal service, drug store, smaller-scale retail shopping, parks and recreational facilities are appropriate within Employment Centers/Corridors. Commercial uses such as drive-through restaurants, convenience stores and gasoline stations, are more appropriate near highway interchanges.

Policy Guidance

1. Industrial and business park uses are the preferred land use for these areas. Other developments should be adequately buffered from industrial uses to eliminate incompatibility issues.
2. To the extent possible, employment centers should be designed to function as "campuses" with integrated pedestrian facilities and transitions to adjacent, less intensive uses.
3. Light and heavy industrial and manufacturing uses should be designed to mitigate impacts on adjoining lower intensity uses, such as business parks.

Relevant Plans

Blythewood Comprehensive Plan

Priority Investment Areas

I-77 Wilson Road Interchange, I-77 Killian Road Interchange, I-77 Farrow Road, Portions of Decker Boulevard and Two Notch Road

Areas of Common Interest

Proposed projects in the Northeast, North Central, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

OI, GC, LI, HI, RS-MD, RS-HD, RM-MD, RM-HD, PDD

- Apply for the status of a Certified Local Government (CLG), which is a partnership of local, state, and federal promoting historic preservation as part of local planning and policies.

- Create a community land trust program, providing a mechanism for mitigating the increasing cost and its impact on the cost of affordable housing.

- Develop an Infill Housing program including the compilation of a comprehensive list of all vacant lots within Priority Investment Areas.

- Inventory all key natural and scenic resources in the County.

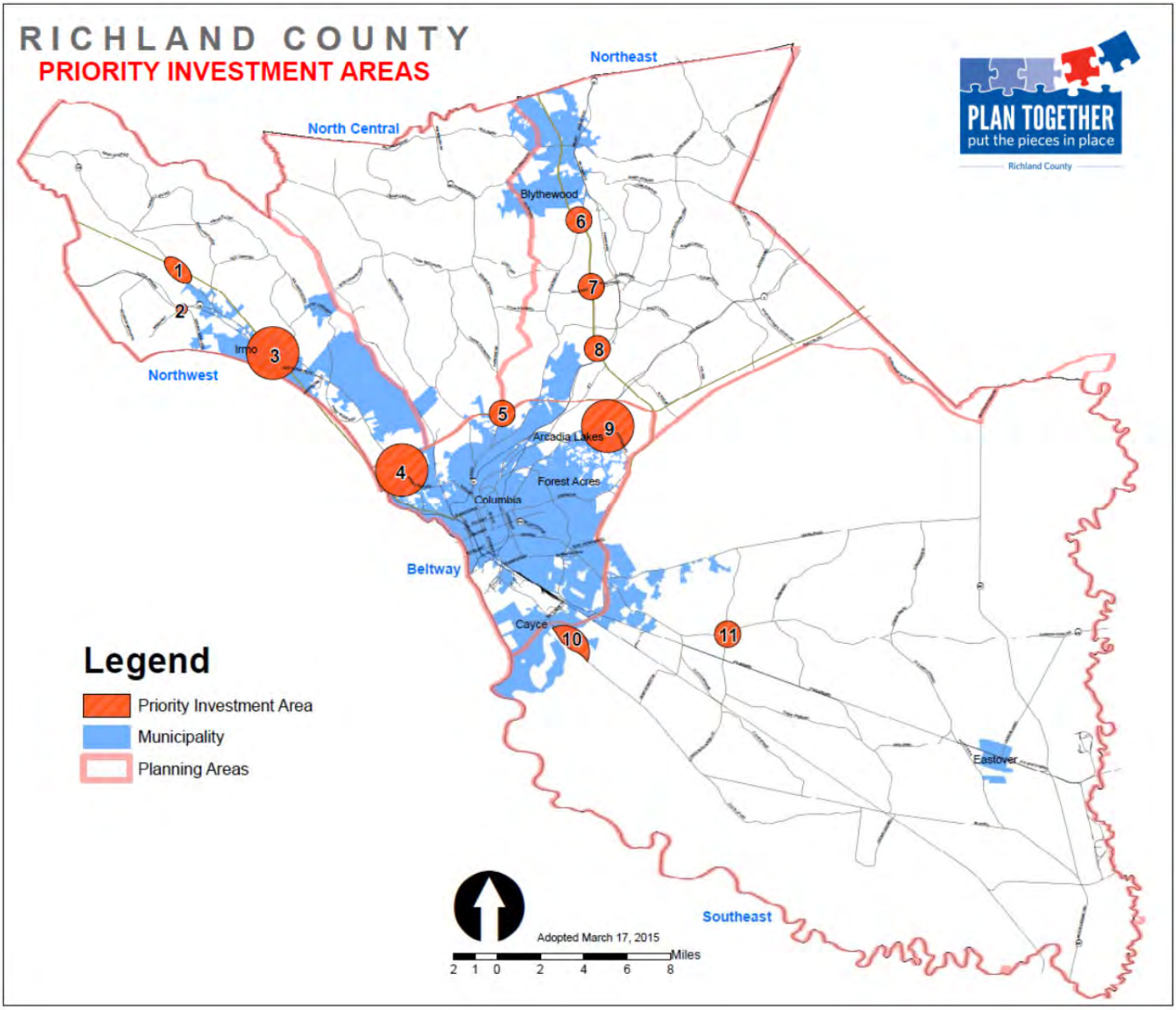
- Create (or assist existing) civic volunteer programs maintaining current parks and greenways.

The Planning Department should coordinate with other County departments ensuring these plans, programs, and studies are completed in a timely manner.

Priority Investment Areas

The Priority Investment Act (ACT) allows local governments to develop market-based incentives and to reduce unnecessary housing regulatory requirements to encourage development of traditional neighborhood designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community redevelopment and future economic development targets.

Richland County has addressed this aspect of the Act by designating 11 priority investment areas in the Future Land Use Map (see Land Use Element). These areas indicate where priority public investments should be focused in future years, and where private investments are encouraged. The map and table on the following pages provide more information on these priority investment areas.


RICHLAND COUNTY
PRIORITY INVESTMENT AREAS
PLAN TOGETHER
put the pieces in place
Richland County
Northeast
North Central
Blythewood
Northwest
Irmo
Arcadia Lakes
Forest Acres
Columbia
Beltway
Cayce
Eastover
Southeast
1
2
3
4
5
6
7
8
9
10
11
Legend
Priority Investment Area
Municipality
Planning Areas
Adopted March 17, 2015
2 1 0 2 4 6 8
Miles

PIA Number Shown on Previous Map	Name and Description	PIA Intent
10	**I-77 Bluff Road Near Interchange.** Industrial node located within an Economic Development Corridor.	Located at the southern border of the City of Columbia and Cayce, this area is identified as strategic economic opportunity. Current activities include planning for development of a Richland County Sports Arena. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
11	**Lower Richland Boulevard and Garners Ferry Road**. Southeast Richland Neighborhood Master Plan area carried forward in recently adopted Lower Richland Community Strategic Master Plan.	Located within Lower Richland County, this site is an important crossroads in the community. Prior planning efforts identified opportunities to redevelop this area using a Village Center approach. County investments include ensuring that adequate infrastructure is in place to support future redevelopment efforts.

Additional Priority Investment Opportunities

Beyond the Priority Investment Areas listed on the map, there are other strategic investment opportunities that the County should consider when developing annual Capital Improvement Plans. These include:

Farm to Market Facility in Lower Richland
Identification of an appropriate area in Lower Richland for developing a "Farm to Market" center that can assist local farmers in preparing and selling their products to the residents of the County is an important opportunity. This is a business investment and a workforce development opportunity that could bring much exposure and focus on the benefits of farming in the community.

Redevelopment of Downtown Eastover
The heart of Lower Richland County is the small town of Eastover. This community struggles to maintain vibrancy as the focus for new development occurs several miles away to the north. However the community is rich with opportunities for economic development. This community is the closest town to the Congaree National Park that serves thousands of visitors annually. Richland County has an opportunity to partner with leaders in Lower Richland and Eastover to identify opportunities to assist with efforts to redevelop and revitalize downtown Eastover. A unique opportunity underway is redevelopment of an original bank building, shown in the image below. Investment opportunities could include façade grants, infrastructure and streetscape improvements, and signage.

Proposed Future Land Use Classification

Development Types

URBAN EDGE COMMUNITY ACTIVITY CENTER (UEAC-1)

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.

UEAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium
- Flex Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small & Large
- Commercial Large
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-1 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Connections to the primary road network are somewhat limited. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on the tenant mix; subdivision beyond blocks may be non-existent if shopping centers and multi-family buildings are owned by a single entity.
- Buildings are oriented toward internal streets of the development. Commercial/retail structures are set up to the sidewalk line, and residential buildings may also be set to the sidewalk or have small lawns or front yards.
- Buildings range from a small to medium scale footprint and are typically one to three stories.
- Design of these activity centers should fully accommodate pedestrians and cyclists as well as automobiles.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Community Activity Center, parking for businesses should be accommodated in inner block surface parking, or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Community Activity Centers.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.
- Typically an architectural theme or range of styles is established at the time of planning; most Community Activity Centers are built in phases with a master plan and a single developer/builder. Neo-Traditional styles or modern architecture can be appropriate in these developments.

Proposed Zoning District

CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

	Standard		Multi-family and Mixed-Use	All Other Uses
	Lot Area, min. (sf.)		10,000	5,000
1	Lot Width, min. (ft.)		75	50
	Lot Coverage, max. (% of site area)		N/A	
	Density, max. (du/acre)		N/A	
2	Front Yard Setback, (ft.)	Min.	5 [1]	
		Max.	15 [1]	
3	Side Yard Setback, min. (ft.)		0 to 5	
4	Rear Yard Setback, min. (ft.)		20	
5	Building Height, max. (ft.)		75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live-work[1]

Dwelling, mixed-use

Dwelling, multifamily

Continuing care retirement community (CCRC)[1]

Dormitory, public

Fraternity or sorority house[2]

Residential care facility[2]

Rooming house or boardinghouse[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center

Cultural facility

Day care facility[1]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Arboretum or botanical garden

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Cemetery

Park or greenway[1]

Park and ride

Parking lot[1]

Parking structure[1]

Passenger terminal, surface transportation

Utility facility, major[2]

Utility facility, minor

Kennel[1]

Veterinary hospital or clinic[1]

Self-service storage[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Car wash

Banquet hall

Performing arts center

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Consumer goods store

Convenience store[2]

Farmers' market

Grocery store or food market

Liquor store[2]

Pawn shop[2]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Vehicle equipment supplies sales and rentals

Hotel or motel

Community garden[1]

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-118

Annexing 3214 Bluff Road, Richland County TMS #13500-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 3214 Bluff Road and TMS# 13500-02-02 containing 1.5 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #3, Census Tract 117.02, and

LEGAL DEPARTMENT DRAFT

assigned a future land use classification of Urban Edge Community Activity Center (UEAC-1) and zoning of Community Activity Center/Corridor District (CAC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13500-02-02

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 9/19/2023
23018453

ORDINANCE NO.: 2023-118
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 1.5 acres, more or less, and shown and designated as block 02, lot 02 on Richland County Tax Map 13500. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 25, 2023

RE: **Property Address:** 3214 Bluff Road
Richland County TMS#: 13500-02-02
Owner(s): Columbia Empowerment Zone, Inc.
Current Use: Vacant
Proposed Use: Commercial
Current County Land Use: Economic Development Center/Corridor in a Priority Investment Area
Proposed City Land Use: Urban Edge Community Activity Center (UEAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 3
Census Tract: 117.02

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 **September 14, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

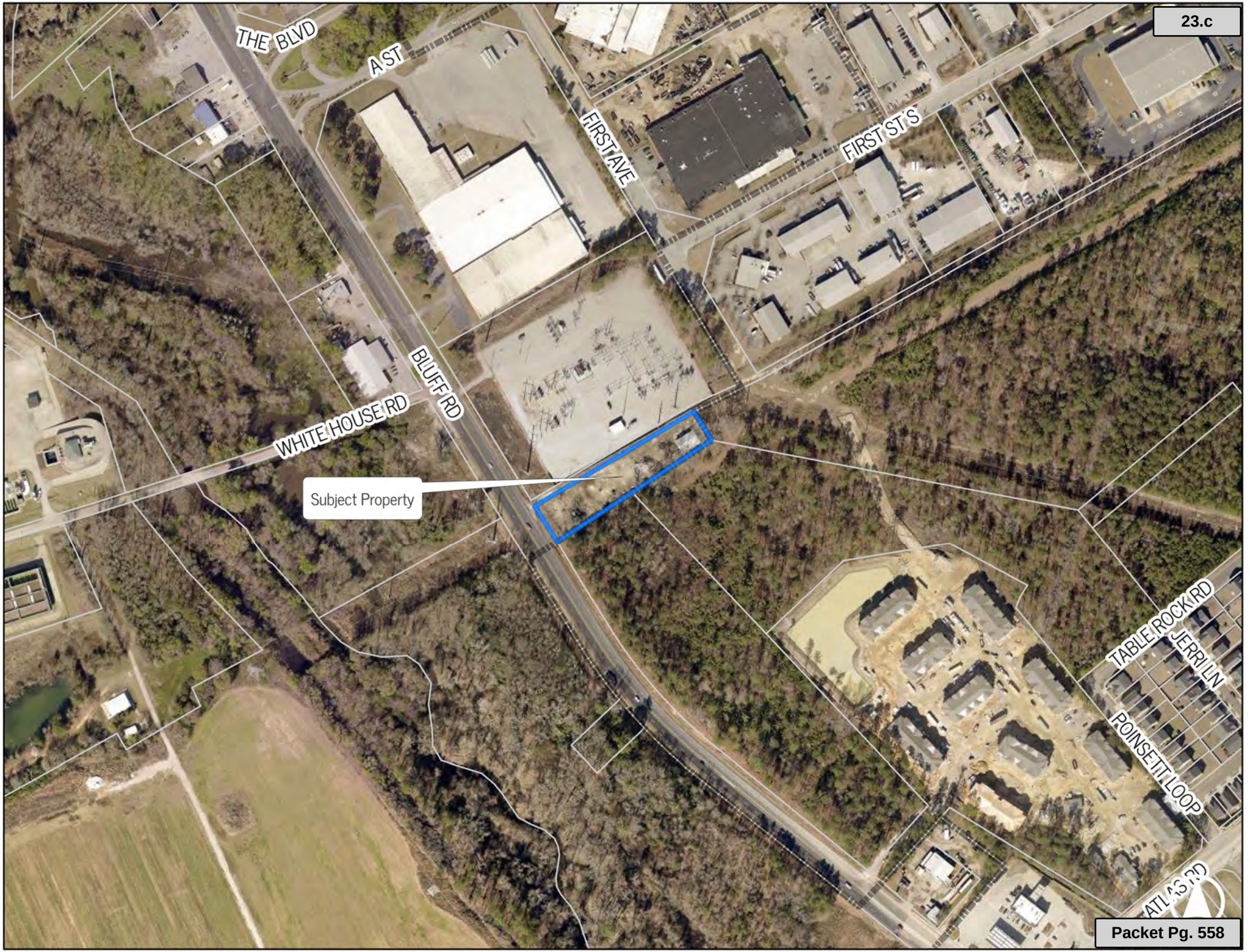
cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Todd Beiers, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Planning Administrator
Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UEAC-1 (Land Use classification) by 5 - 0.
on 9/14/23 (mm/dd/yyyy).

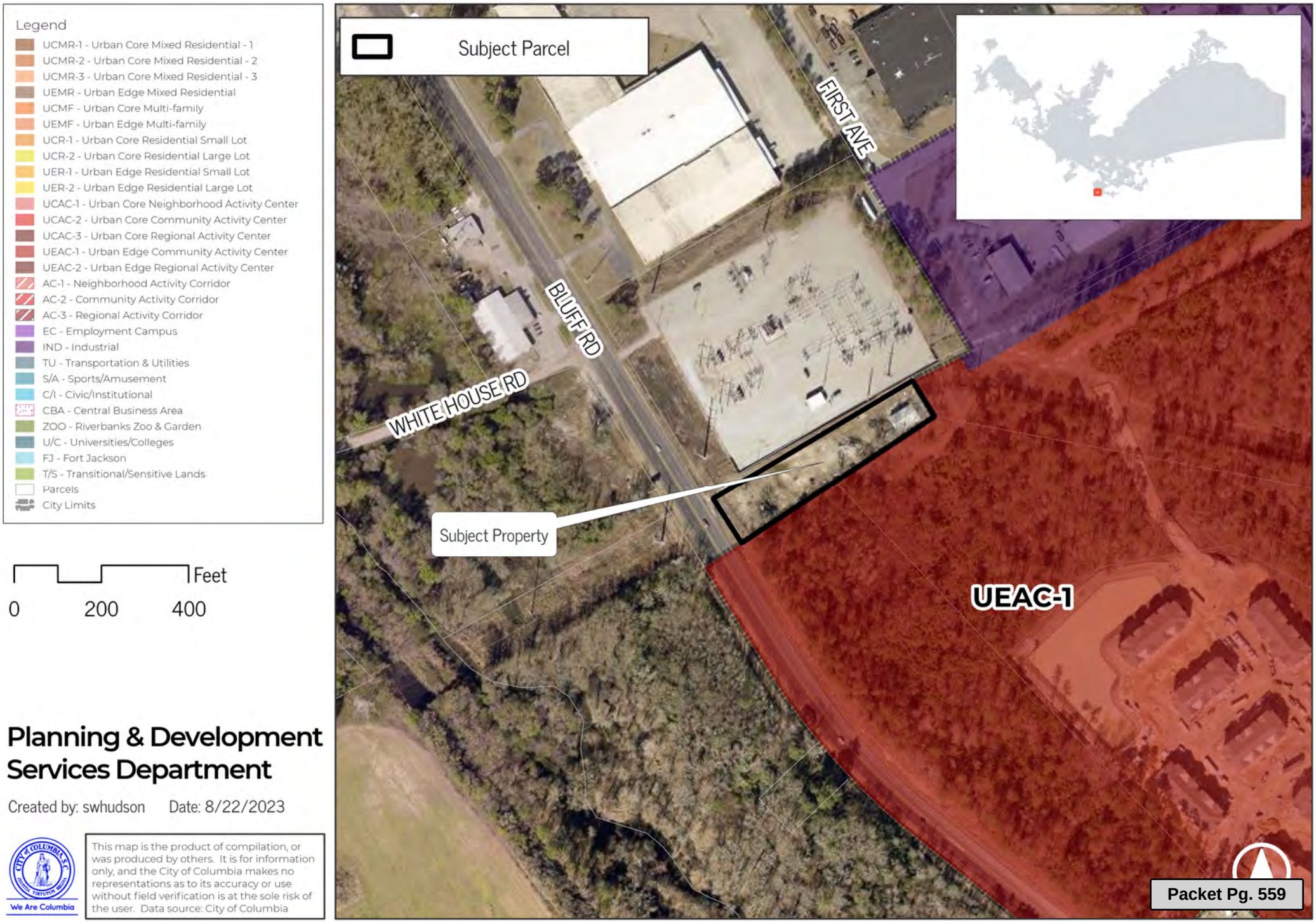
Planning Commission Zoning Recommendation: CAC (Zoning classification) by 5 - 0.
on 9/14/23 (mm/dd/yyyy).

(Signature of Annexation Coordinator)


THE BLVD
A ST
FIRST AVE
FIRST ST S
BLUFF RD
WHITE HOUSE RD
Subject Property
TABLE ROCK RD
JERRI LN
POINSETTI LOOP

Future Land Use

3214 Bluff Road; TMS# 13500-02-02
Current Richland Co. Future Land Use: Economic Development Center/Corridor w/in a Priority Invest Area
Proposed City Future Land Use: Urban Edge Community Activity Center (UEAC-1)



Planning & Development Services Department

Created by: swhudson Date: 8/22/2023

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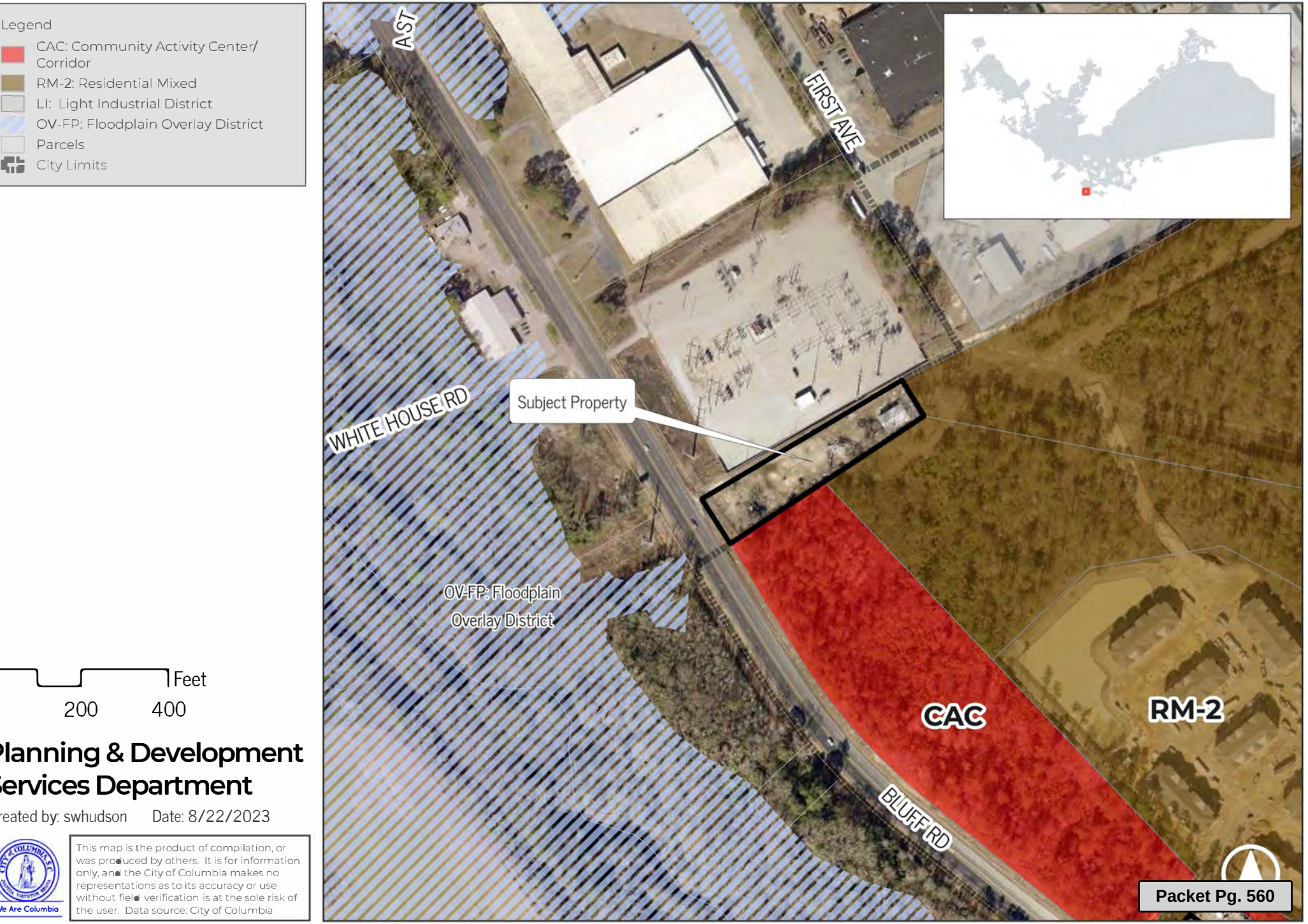
Zoning

3 214 Bluff Road; TMS # 13500-02-02
Current Richland Co. Zoning: Light Industrial (M-1)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)



Planning & Development Services Department

Created by: swhudson Date: 8/22/2023

We Are Columbia

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 1.5 acres, more or less, and shown and designated as block 02, lot 02 on Richland County Tax Map 13500. Said parcel having such boundaries and measurements as are shown on said tax map.

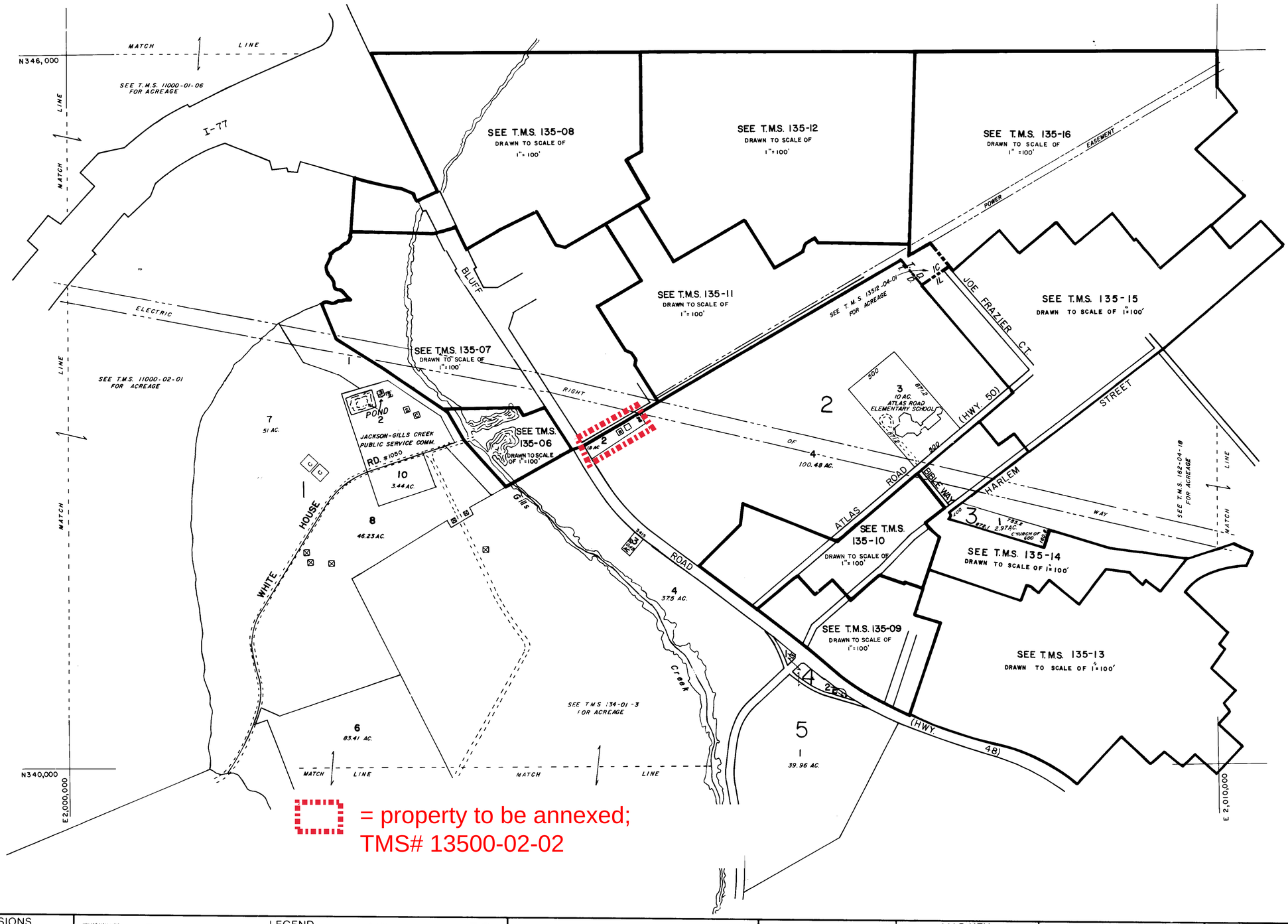
Richland County TMS: 13500-02-02

Property Addresses: 3214 Bluff Road

Columbia Empowerment Zone, Inc.

BY: Felicia Maloney Date: 8-14-2023
(Signature)

Felicia Maloney ITS: Executive Director
(Print or Type Name) (Print or Type Title)



Prepared by
KUGERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/85	12/05
12/88	12/06
	12/01
	12/02
	12/03

LEGEND

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND BLOCK DIVIDER

R — DENOTES BUILDING USE R - RESIDENTIAL C - COMMERCIAL ETC.

(R) (C) — DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO
LOT NO
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150 S
6.55 AC
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

RICHLAND COUNTY SOUTH CAROLINA 1799

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED

MAP KEY

111	136	163
110	135	162
109	134	161

GRAPHIC SCALE
0 400 800 1200
1" = 400'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE

NORTH

PROPERTY MAP SHEET NO.
13500
SCHOOL DISTRICT
ILR

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3650 Bluff Road; TMS#13510-01-02**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2023-119 - Annexing 3650 Bluff Road, Richland County TMS #13510-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned GC by Richland County.

Applicant: Columbia Empowerment Zone, Inc.

Staff Recommendation: Approval

PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given October 17, 2023.

ATTACHMENTS:

- **#a:** ANNEX-2023-0021_Bluff3650_ZPH_Packet (PDF)
- #b: 2023-119 - Annex and Incorporate 3650 Bluff Road (PDF)
- #c: Bluff3650_Offer_Notice (PDF)
- #d: Bluff3650_Petition (PDF)

HISTORY:

10/17/23	**Columbia City Council**	**APPROVED ON FIRST READING.**

No one appeared at this time.

CITY COUNCIL

October 17, 2023 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
3650 Bluff Road; TMS# 13510-01-02

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Economic Development Center/Corridor in a Priority Investment Area and zoned GC by Richland County.
Applicant:	Columbia Empowerment Zone, Inc.
Staff Recommendation:	Approval
PC Recommendation:	09/14/2023; Approval (5-0)
ZPH, 1st Reading:	10/17/2023; Pending
2nd Reading:	11/07/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.0 acre
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Economic Development Center/Corridor in a Priority Investment Area
Proposed City Land Use Classification: Urban Edge Community Activity Center (UEAC-1)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)
Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately $1,250 per year,** based on calls to similar commercial properties within the City limits.

Fire
The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
The Solid Waste Division does not typically provide service to this type of development.

Engineering
City water is available to the site; sanitary sewer will need to be extended at the developer's expense and deeded to the City.

Water Customer Care
One of the buildings on the property is currently vacant and any new business would be a new customer, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this property, which is within a Primary Area as designated within the Urban Service Area plan. The property was recently purchased by the Columbia Empowerment Zone, Inc., with the intent of complementing the commercial and residential development underway on the adjacent in-City parcels. This, as well as the nearby property at 3214 Bluff Road, will most likely be exempt from real estate taxes, however depending upon the future tenant, revenue may be generated through business licensing, water/sewer revenue, etc.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Primary Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Primary Area
Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Community Activity Center (UEAC-1). The property is currently designated as Economic Development Center/Corridor in a Priority Investment Area (Area # 10, I-77 Bluff Road Near Interchange) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. The adjacent parcel within the City of Columbia is currently zoned Residential Mixed (RM-2) to the northwest, however the portion adjacent to this site is a 50-foot wide strip "flag" of a much larger parcel under development for a 240-unit apartment community. Beyond this to the northwest and southeast are properties zoned Community Activity Center/Corridor District (CAC). Adjacent parcels in unincorporated Richland County are currently zoned GC to the east and M-1 across Bluff Road to the west.

The proposed City of Columbia zoning district is Community Activity Center/Corridor District (CAC).

Refer to attached zoning district description for proposed City of Columbia zoning.

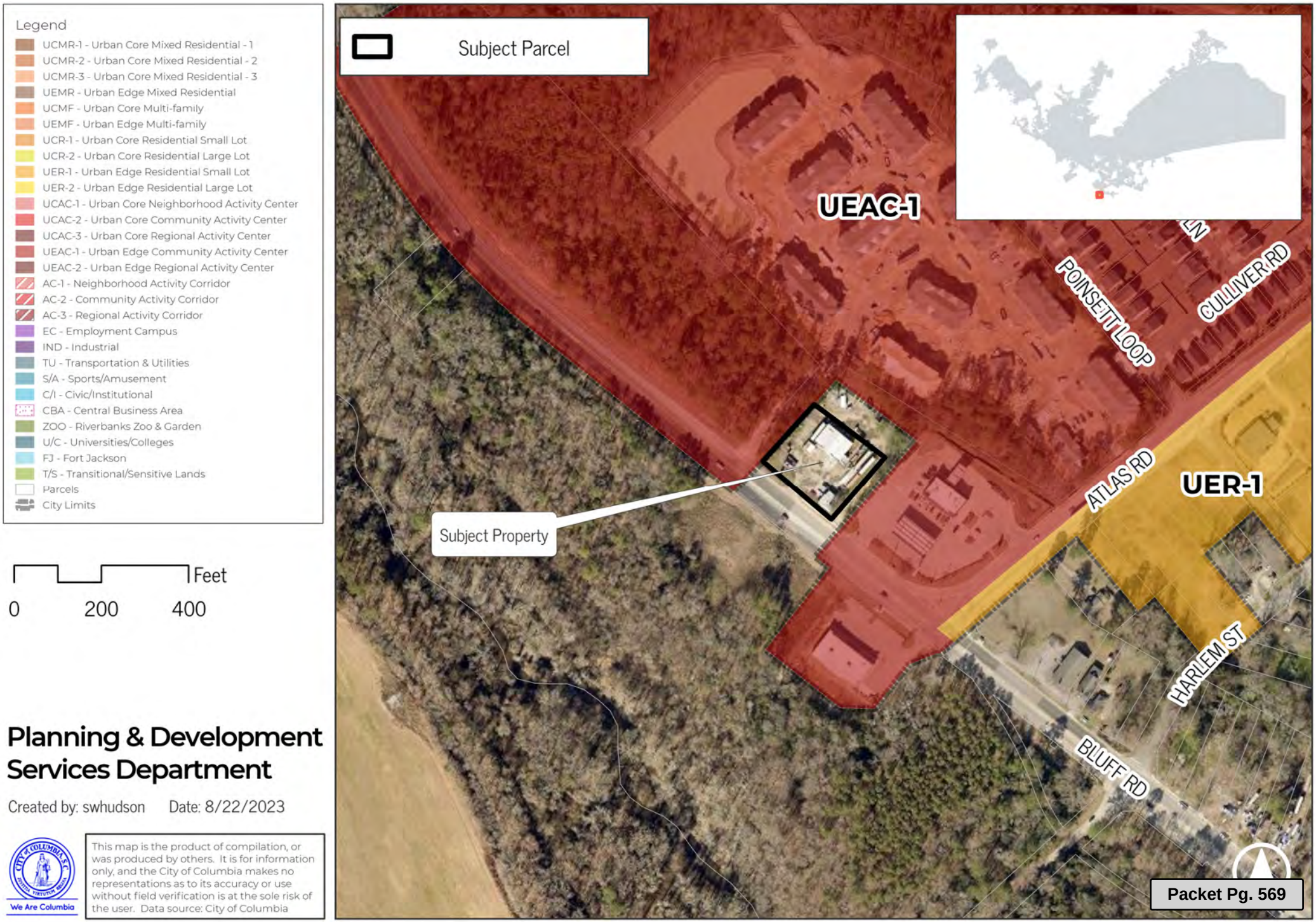
STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Urban Edge Community Activity Center (UEAC-1) and zoning of Community Activity Center/Corridor District (CAC) at the time of annexation.

Subject Property
TABLE ROCK RD
CONGAREE POINTE DR
JERRI LN
POINSETT LOOP
CULLIVER RD
HARLEM ST
MARY ST
ATLAS RD
BLUFF RD
BECKAM SWAMP RD
PALMLAND DR

Future Land Use

3650 Bluff Road; TMS# 13510-01-02
Current Richland Co. Future Land Use: Economic Development Center/Corridor w/in a Priority Invest Area
Proposed City Future Land Use: Urban Edge Community Activity Center (UEAC-1)



Planning & Development Services Department

Created by: swhudson Date: 8/22/2023

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Zoning

3650 Bluff Road; TMS# 13510-01-02
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)

Planning & Development Services Department

Created by: swhudson Date: 8/22/2023

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Current Future Land Use Classification

ECONOMIC DEVELOPMENT CENTER/CORRIDOR

Land Use and Character

Concentrated areas of high quality employment facilities, integrated with or adjacent to complementary retail and commercial uses and/or medium-and high-density residential uses. This category encourages development of manufacturing, industrial, flex space, and office uses in locations that will minimally affect surrounding properties. Commercial and residential uses are secondary to employment uses

Desired Development Pattern

Master planned industrial and business parks should include a mix of uses within single developments, including employment, convenience commercial and dining, and housing. These mixed-use employment "campuses" provide opportunities for employees to conveniently shop and dine during normal business hours. Smaller scale, single-use employment developments located along major roads should be designed to appropriately buffer manufacturing and industrial uses from adjacent properties. Secondary commercial and residential uses should be located along primary road corridors proximate to employment centers.

Transportation

Maintaining vehicular access and capacity is the primary goal within these areas to ensure that trucks and industrial vehicles have adequate road capacity to and from employment centers.

Recommended Land Uses

Primary Land Uses: Manufacturing, warehousing and logistics centers, light and heavy industrial, research and development facilities, business parks, and other employment uses.

Secondary Land Uses: Multi-family housing, restaurant, bar, personal service, financial institution, small format medical office, personal service, drug store, smaller-scale retail shopping, parks and recreational facilities are appropriate within Employment Centers/Corridors. Commercial uses such as drive-through restaurants, convenience stores and gasoline stations, are more appropriate near highway interchanges.

Policy Guidance

1. Industrial and business park uses are the preferred land use for these areas. Other developments should be adequately buffered from industrial uses to eliminate incompatibility issues.
2. To the extent possible, employment centers should be designed to function as "campuses" with integrated pedestrian facilities and transitions to adjacent, less intensive uses.
3. Light and heavy industrial and manufacturing uses should be designed to mitigate impacts on adjoining lower intensity uses, such as business parks.

Relevant Plans

Blythewood Comprehensive Plan

Priority Investment Areas

I-77 Wilson Road Interchange, I-77 Killian Road Interchange, I-77 Farrow Road, Portions of Decker Boulevard and Two Notch Road

Areas of Common Interest

Proposed projects in the Northeast, North Central, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character	OI, GC, LI, HI, RS-MD, RS-HD, RM-MD, RM-HD, PDD

- Apply for the status of a Certified Local Government (CLG), which is a partnership of local, state, and federal promoting historic preservation as part of local planning and policies.

- Create a community land trust program, providing a mechanism for mitigating the increasing cost and its impact on the cost of affordable housing.

- Develop an Infill Housing program including the compilation of a comprehensive list of all vacant lots within Priority Investment Areas.

- Inventory all key natural and scenic resources in the County.

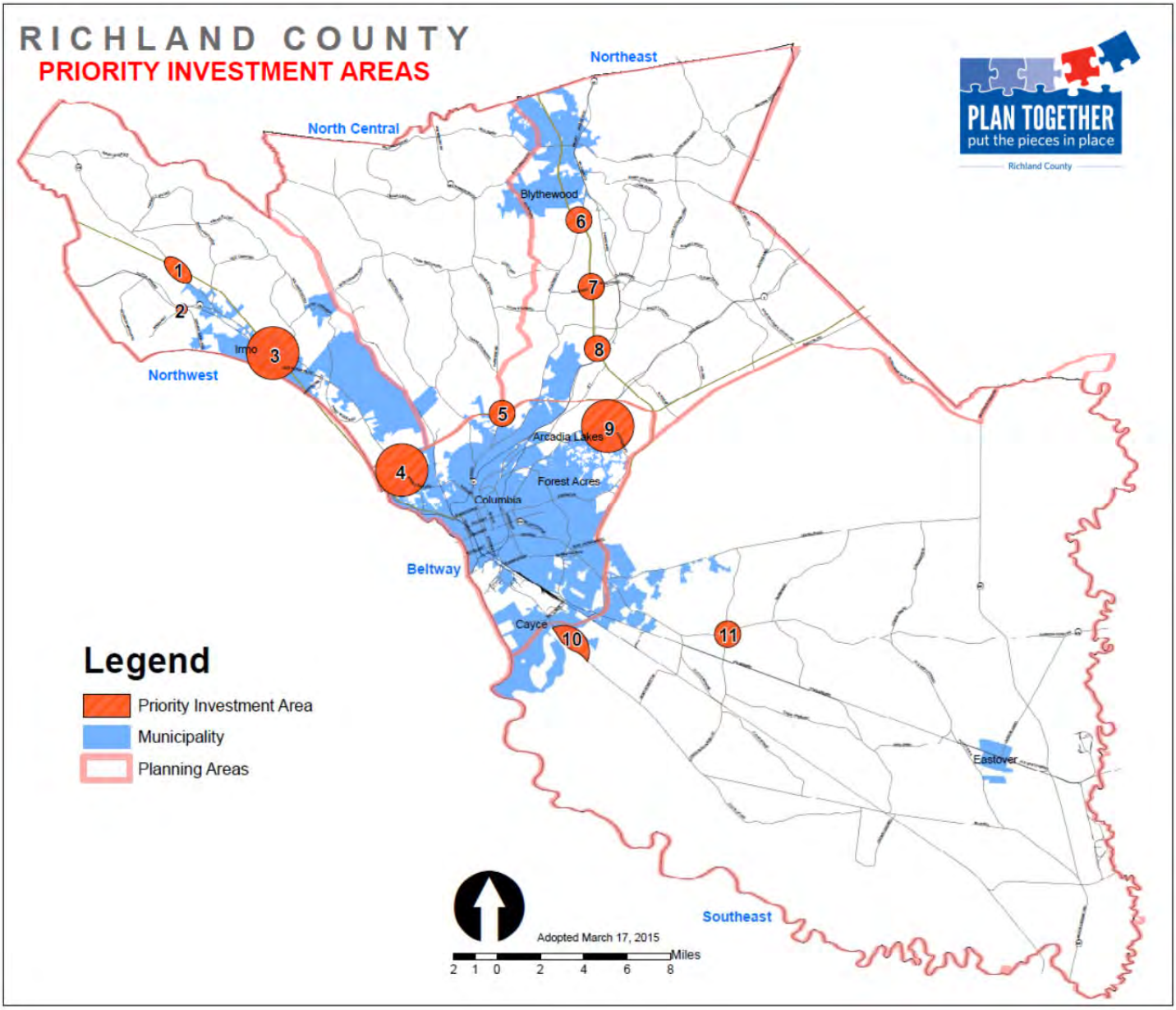
- Create (or assist existing) civic volunteer programs maintaining current parks and greenways.

The Planning Department should coordinate with other County departments ensuring these plans, programs, and studies are completed in a timely manner.

Priority Investment Areas

The Priority Investment Act (ACT) allows local governments to develop market-based incentives and to reduce unnecessary housing regulatory requirements to encourage development of traditional neighborhood designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community redevelopment and future economic development targets.

Richland County has addressed this aspect of the Act by designating 11 priority investment areas in the Future Land Use Map (see Land Use Element). These areas indicate where priority public investments should be focused in future years, and where private investments are encouraged. The map and table on the following pages provide more information on these priority investment areas.


RICHLAND COUNTY
PRIORITY INVESTMENT AREAS
PLAN TOGETHER
put the pieces in place
Richland County
Northeast
North Central
Blythewood
Northwest
Irmo
Arcadia Lakes
Forest Acres
Columbia
Beltway
Cayce
Eastover
Southeast
1
2
3
4
5
6
7
8
9
10
11
Legend
Priority Investment Area
Municipality
Planning Areas
Adopted March 17, 2015
Miles
2 1 0 2 4 6 8

PIA Number Shown on Previous Map	Name and Description	PIA Intent
10	**I-77 Bluff Road Near Interchange.** Industrial node located within an Economic Development Corridor.	Located at the southern border of the City of Columbia and Cayce, this area is identified as strategic economic opportunity. Current activities include planning for development of a Richland County Sports Arena. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
11	**Lower Richland Boulevard and Garners Ferry Road**. Southeast Richland Neighborhood Master Plan area carried forward in recently adopted Lower Richland Community Strategic Master Plan.	Located within Lower Richland County, this site is an important crossroads in the community. Prior planning efforts identified opportunities to redevelop this area using a Village Center approach. County investments include ensuring that adequate infrastructure is in place to support future redevelopment efforts.

Additional Priority Investment Opportunities

Beyond the Priority Investment Areas listed on the map, there are other strategic investment opportunities that the County should consider when developing annual Capital Improvement Plans. These include:

Farm to Market Facility in Lower Richland

Identification of an appropriate area in Lower Richland for developing a "Farm to Market" center that can assist local farmers in preparing and selling their products to the residents of the County is an important opportunity. This is a business investment and a workforce development opportunity that could bring much exposure and focus on the benefits of farming in the community.

Redevelopment of Downtown Eastover

The heart of Lower Richland County is the small town of Eastover. This community struggles to maintain vibrancy as the focus for new development occurs several miles away to the north. However the community is rich with opportunities for economic development. This community is the closest town to the Congaree National Park that serves thousands of visitors annually. Richland County has an opportunity to partner with leaders in Lower Richland and Eastover to identify opportunities to assist with efforts to redevelop and revitalize downtown Eastover. A unique opportunity underway is redevelopment of an original bank building, shown in the image below. Investment opportunities could include façade grants, infrastructure and streetscape improvements, and signage.

Proposed Future Land Use Classification

Development Types

URBAN EDGE COMMUNITY ACTIVITY CENTER (UEAC-1)

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.

UEAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium
- Flex Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small & Large
- Commercial Large
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-1 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Connections to the primary road network are somewhat limited. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on the tenant mix; subdivision beyond blocks may be non-existent if shopping centers and multi-family buildings are owned by a single entity.
- Buildings are oriented toward internal streets of the development. Commercial/retail structures are set up to the sidewalk line, and residential buildings may also be set to the sidewalk or have small lawns or front yards.
- Buildings range from a small to medium scale footprint and are typically one to three stories.
- Design of these activity centers should fully accommodate pedestrians and cyclists as well as automobiles.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Community Activity Center, parking for businesses should be accommodated in inner block surface parking, or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Community Activity Centers.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.
- Typically an architectural theme or range of styles is established at the time of planning; most Community Activity Centers are built in phases with a master plan and a single developer/builder. Neo-Traditional styles or modern architecture can be appropriate in these developments.

Proposed Zoning District

CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

	Standard		Multi-family and Mixed-Use	All Other Uses
	Lot Area, min. (sf.)		10,000	5,000
1	Lot Width, min. (ft.)		75	50
	Lot Coverage, max. (% of site area)		N/A	
	Density, max. (du/acre)		N/A	
2	Front Yard Setback, (ft.)	Min.	5 [1]	
		Max.	15 [1]	
3	Side Yard Setback, min. (ft.)		0 to 5	
4	Rear Yard Setback, min. (ft.)		20	
5	Building Height, max. (ft.)		75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live-work[1]

Dwelling, mixed-use

Dwelling, multifamily

Continuing care retirement community (CCRC)[1]

Dormitory, public

Fraternity or sorority house[2]

Residential care facility[2]

Rooming house or boardinghouse[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center

Cultural facility

Day care facility[1]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Arboretum or botanical garden

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Cemetery

Park or greenway[1]

Park and ride

Parking lot[1]

Parking structure[1]

Passenger terminal, surface transportation

Utility facility, major[2]

Utility facility, minor

Kennel[1]

Veterinary hospital or clinic[1]

Self-service storage[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Car wash

Banquet hall

Performing arts center

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Consumer goods store

Convenience store[2]

Farmers' market

Grocery store or food market

Liquor store[2]

Pawn shop[2]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Vehicle equipment supplies sales and rentals

Hotel or motel

Community garden[1]

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-119

Annexing 3650 Bluff Road, Richland County TMS #13510-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 3650 Bluff Road and TMS# 13510-01-02 containing 1.0 acre, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #3, Census Tract 117.02, and

LEGAL DEPARTMENT DRAFT

assigned a future land use classification of Urban Edge Community Activity Center (UEAC-1) and zoning of Community Activity Center/Corridor District (CAC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13510-01-02

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 9/19/2023

23018455

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 25, 2023

RE: **Property Address:** 3650 Bluff Road
Richland County TMS#: 13510-01-02
Owner(s): Columbia Empowerment Zone, Inc.
Current Use: Vacant
Proposed Use: Commercial
Current County Land Use: Economic Development Center/Corridor in a Priority Investment Area
Proposed City Land Use: Urban Edge Community Activity Center (UEAC-1)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 3
Census Tract: 117.02

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 **September 14, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Todd Beiers, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Planning Administrator
Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UEAC-1 (Land Use classification) by 5-0.
on 9/14/23 (mm/dd/yyyy).

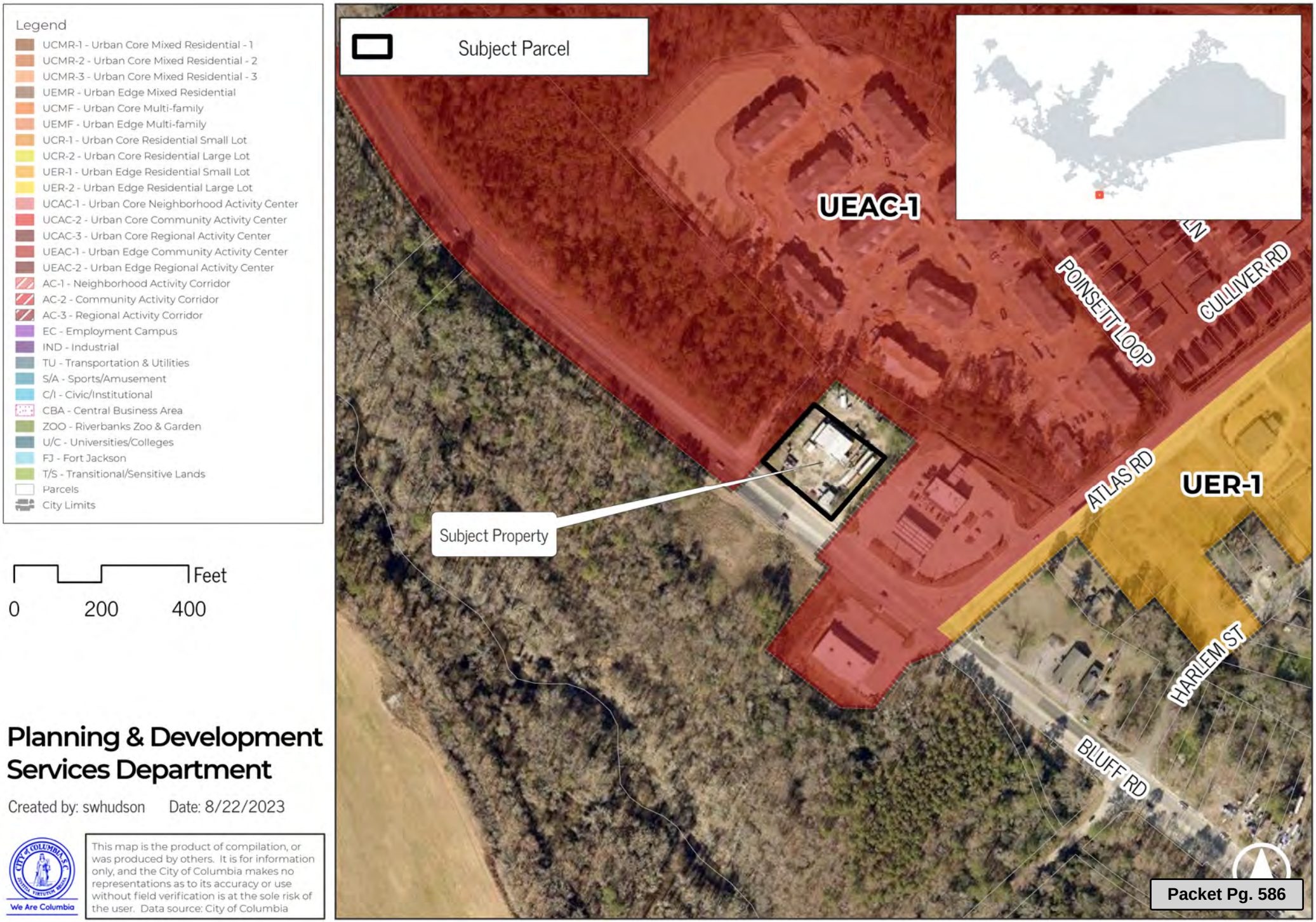
Planning Commission Zoning Recommendation: CAC (Zoning classification) by 5-0.
on 9/14/23 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Subject Property
TABLE ROCK RD
CONGAREE POINTE DR
JERRI LN
POINSETT LOOP
CULLIVER RD
HARLEM ST
MARY ST
ATLAS RD
BLUFF RD
BECKAM SWAMP RD
PALMLAND DR

Future Land Use

3650 Bluff Road; TMS# 13510-01-02
Current Richland Co. Future Land Use: Economic Development Center/Corridor w/in a Priority Invest Area
Proposed City Future Land Use: Urban Edge Community Activity Center (UEAC-1)



Planning & Development Services Department

Created by: swhudson Date: 8/22/2023

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Zoning

3650 Bluff Road; TMS# 13510-01-02
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)

Legend
- CAC: Community Activity Center/ Corridor
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits

0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 8/22/2023

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 1.0 acre, more or less, and shown and designated as block 01, lot 02 on Richland County Tax Map 13510. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 13510-01-02

Property Addresses: 3650 Bluff Road

Columbia Empowerment Zone, Inc.

BY: Felicia Maloney Date: 8-14-2023
(Signature)

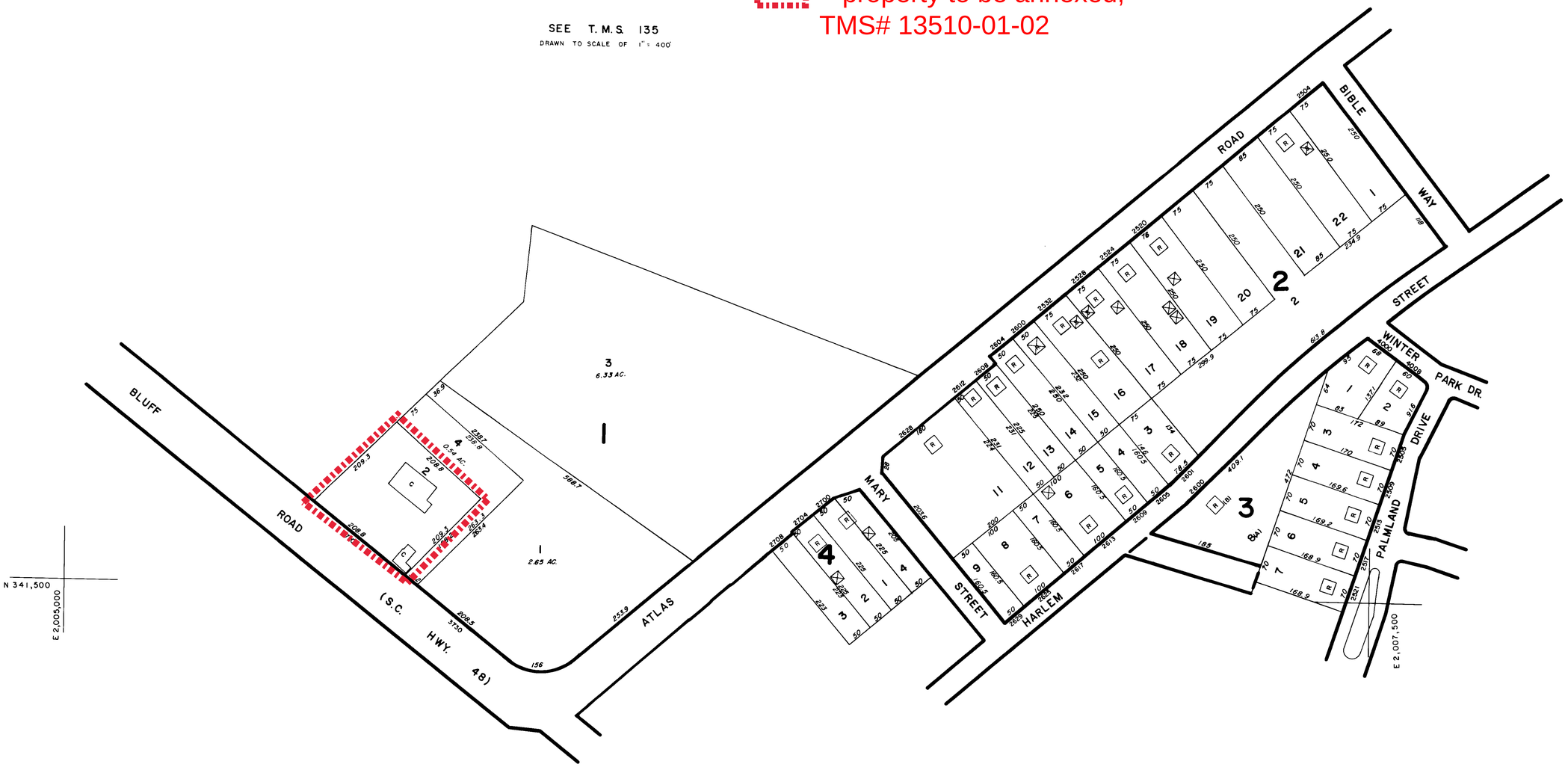
Felicia Maloney ITS: Executive Director
(Print or Type Name) (Print or Type Title)

13510

N 343,000

= property to be annexed;
TMS# 13510-01-02

SEE T. M. S. 135
DRAWN TO SCALE OF 1" = 400'



Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/85	12/05
12/86	12/06
12/88	
	12/01
	12/02
	12/03

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND BLOCK DIVIDER

LEGEND

R — DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.

(B) (C) — DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO
LOT NO
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150.5
6.55 AC
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY

135-07	135-11	135-15
135-06	135-10	135-14
135-05	135-09	135-13

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE

NORTH

PROPERTY MAP
SHEET NO.
13510
SCHOOL DISTRICT
ILR

We Are Columbia

MEETING DATE: November 21, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 118 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-121 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 118, 118 1/2, 126, 132, and 138 Bluff Road; Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32; annexed by Ordinance No.: 2023-074 enacted July 18, 2023

Council District: 3

Proposal: Request to confirm future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3). The property is currently assigned an interim future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3).

Applicant: City of Columbia

Staff Recommendation: Approval

Annexation
PC Recommendation: 06/08/2023; Approval (7-0)
First Reading: 06/20/2023; Approved
Second Reading: 07/18/2023; Approved

FLU, ZMA Confirmation
PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given on October 17, 2023.

ATTACHMENTS:

- **#a:** LUMA-2023-0002_BluffRoad_LUMAConfirm_ZPH (PDF)
- #b: 2023-121 - confirm future land use for 118_118_1.2_126_132_138 Bluff Road (PDF)

HISTORY:

10/17/23 Columbia City Council APPROVED ON FIRST READING.

No one appeared at this time.

CITY COUNCIL

October 17, 2023 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

FUTURE LAND USE MAP AMENDMENT CONFIRMATION CASE SUMMARY
118, 118 1/2, 126, 132, and 138 Bluff Road;
TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32

Council District: 3

Proposal: Request to confirm future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3). The property is currently assigned an interim future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3).

Applicant: City of Columbia

Staff Recommendation: Approval

Annexation
PC Recommendation: 06/08/2023; Approval (7-0)
First Reading: 06/20/2023; Approved
Second Reading: 07/18/2023; Approved

FLU, ZMA Confirmation
PC Recommendation: 09/14/2023; Approval (5-0)
1st Reading: 10/17/2023; Pending
2nd Reading: 11/07/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.1 acres
Current Use: Vacant Residential Zoned
Proposed Use: Institutional
Current Interim Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3)
Proposed City Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3)
Proposed Interim Zoning: Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP)
Proposed City Zoning: Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP)
Census Tract: 28

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Mixed Residential Type 3 (UCMR-3) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Urban Core Mixed Residential Type 3 (UCMR-3).

Refer to attached land use classification description.

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

The subject property is located within the study area of the *Capital City Mill District Area & Corridor Plan* (2017) adopted by the City of Columbia and Richland County. The property falls within the Olympia sub area (pages 15-16), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property (page 32). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCMR-3, these were: "mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue + Whaley Street)" (page 32). The plan did propose on-street bicycle facilities in the form of a shared lane along Bluff Road (pages 62-63).

STAFF RECOMMENDATION

Staff recommends confirmation of the future land classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property.

Proposed Future Land Use Classification

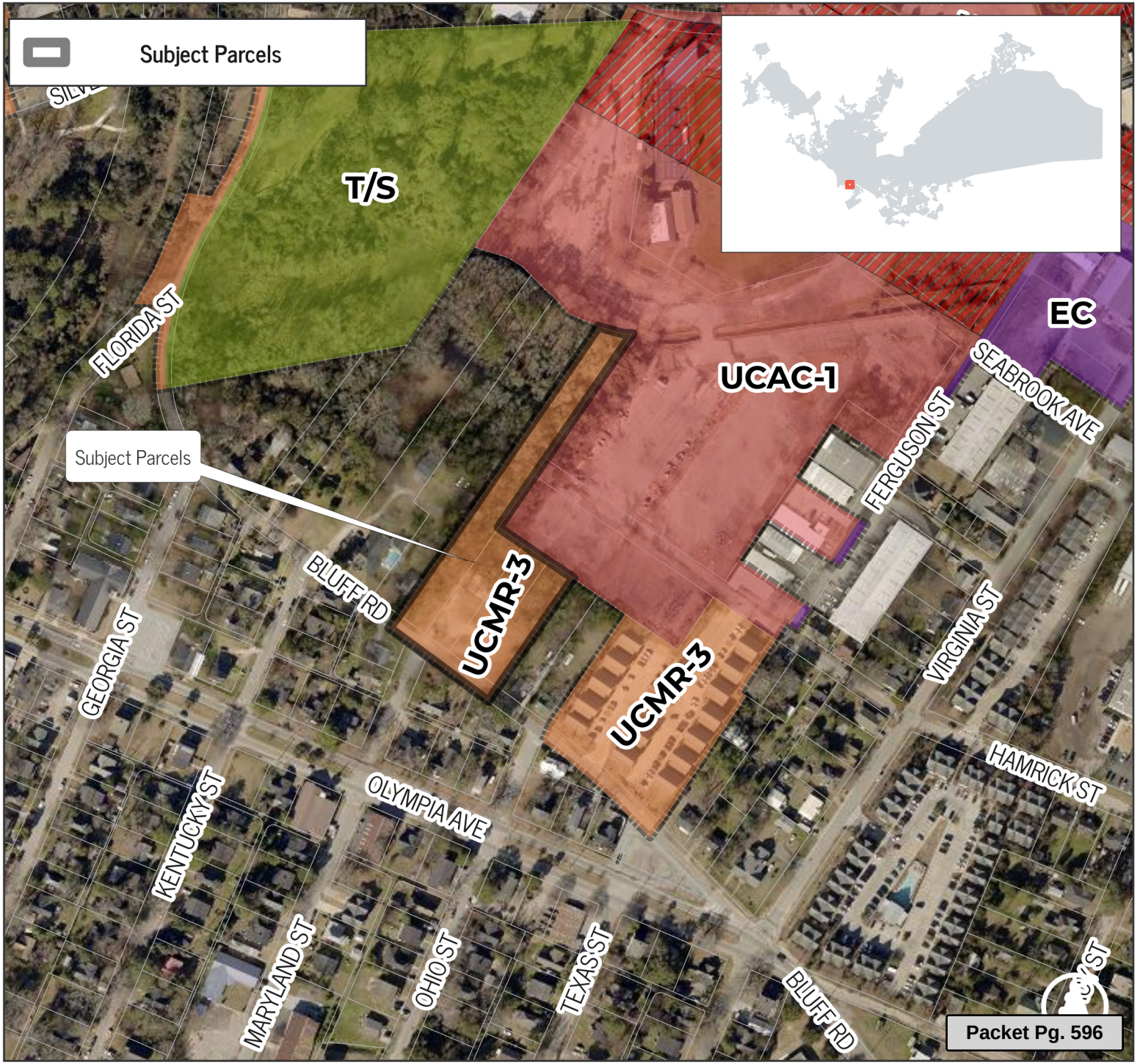
HEYWARD ST
HEYWARD ST
S PARKER ST
SILVER ST
DREYFUS RD
POE ST
ALABAMA ST
S ASSEMBLY ST
CAROLINA ST
SEABROOK AVE
FERGUSON ST
Subject Properties
BLUFF RD
FLORIDA ST
DELAWARE ST
GEORGIA ST
KENTUCKY ST
MARYLAND ST
OHIO ST
TEXAS ST
VIRGINIA ST
HAMRICK ST
LACY ST
BLUFF RD
OLYMPIA AVE
ROSEWOOD DR
WHITNEY ST

Future Land Use

118, 118 1/2, 126, 132, and 138 Bluff Road; TMS# 11204-02-32, -33, -34, -35
Current Future Land Use: Interim Urban Core Mixed Residential Type 3 (UCMR-3)
Proposed Future Land Use: Urban Core Mixed Residential Type 3 (UCMR-3)

Legend

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



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Planning & Development Services Department

Created by: swhudson Date: 8/17/2023

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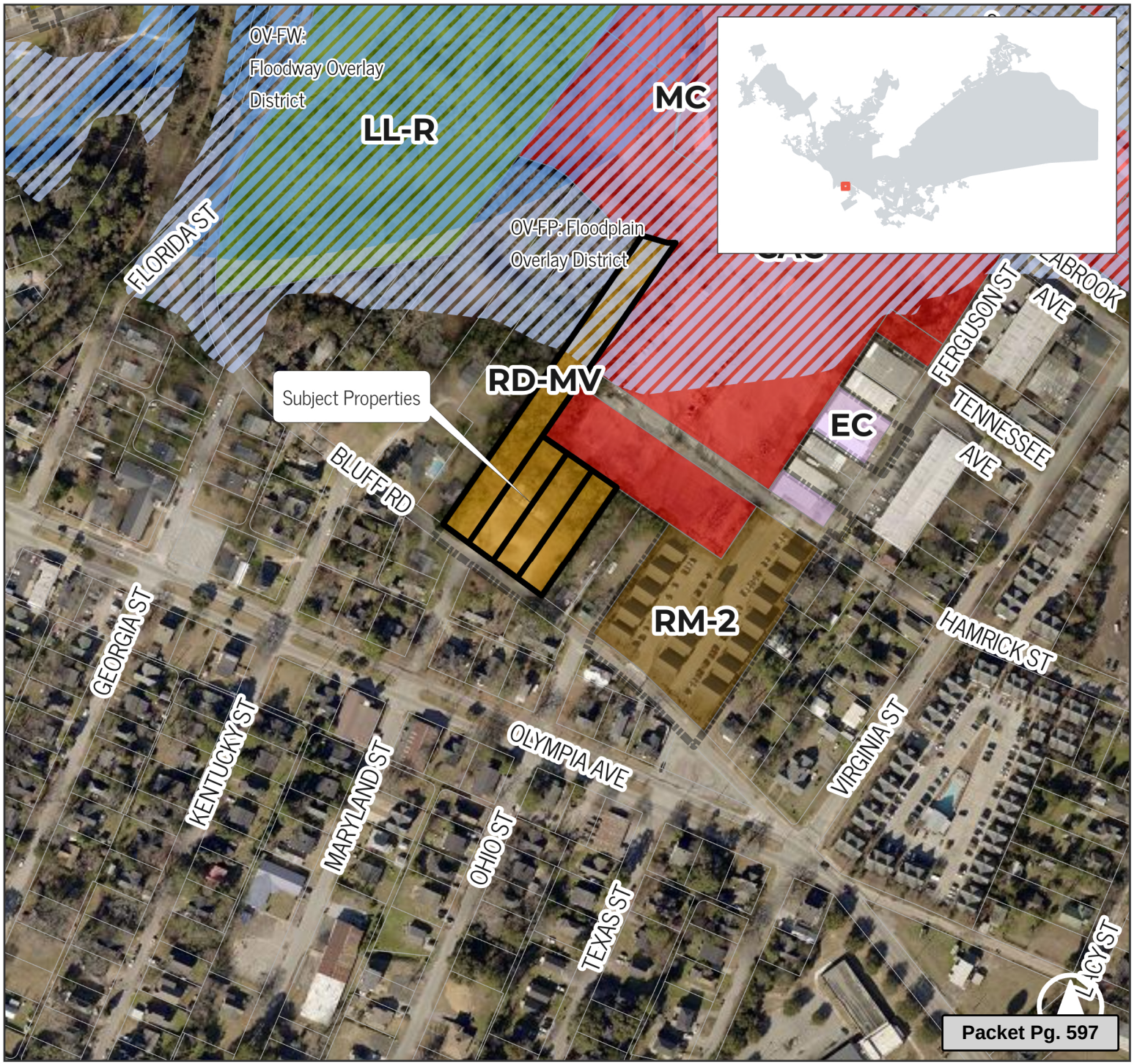
Zoning

118, 118 1/2, 126, 132, and 138 Bluff Road; TMS# 11204-02-32, -33, -34, -35
Current Zoning: Interim Residential Two-Family - Mill Village District (RD-MV) a portion within the Floodplain Overlay District (OV-FP)
Proposed Zoning: Residential Two-Family - Mill Village District (RD-MV) a portion within the Floodplain Overlay District (OV-FP)

Legend

- CAC: Community Activity Center/ Corridor
- MC: Mixed Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



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Planning & Development Services Department

Created by: swhudson Date: 8/17/2023

We Are Columbia

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Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.

UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.

- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-121

Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 118, 118 1/2, 126, 132, and 138 Bluff Road; Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32; annexed by Ordinance No 2023-074 enacted July 18, 2023

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings; and,

WHEREAS, the Columbia City Council has held a public hearing in accordance with §6-29-760 of the SC Code; and,

WHEREAS, the Columbia City Council has determined that the future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) is appropriate for the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 118, 118 1/2, 126, 132, and 138 Bluff Road; Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32, annexed into the City of Columbia by Ordinance No.: 2023-074 enacted on July 18, 2023, and as shown in Attachment A, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, with a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3).

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

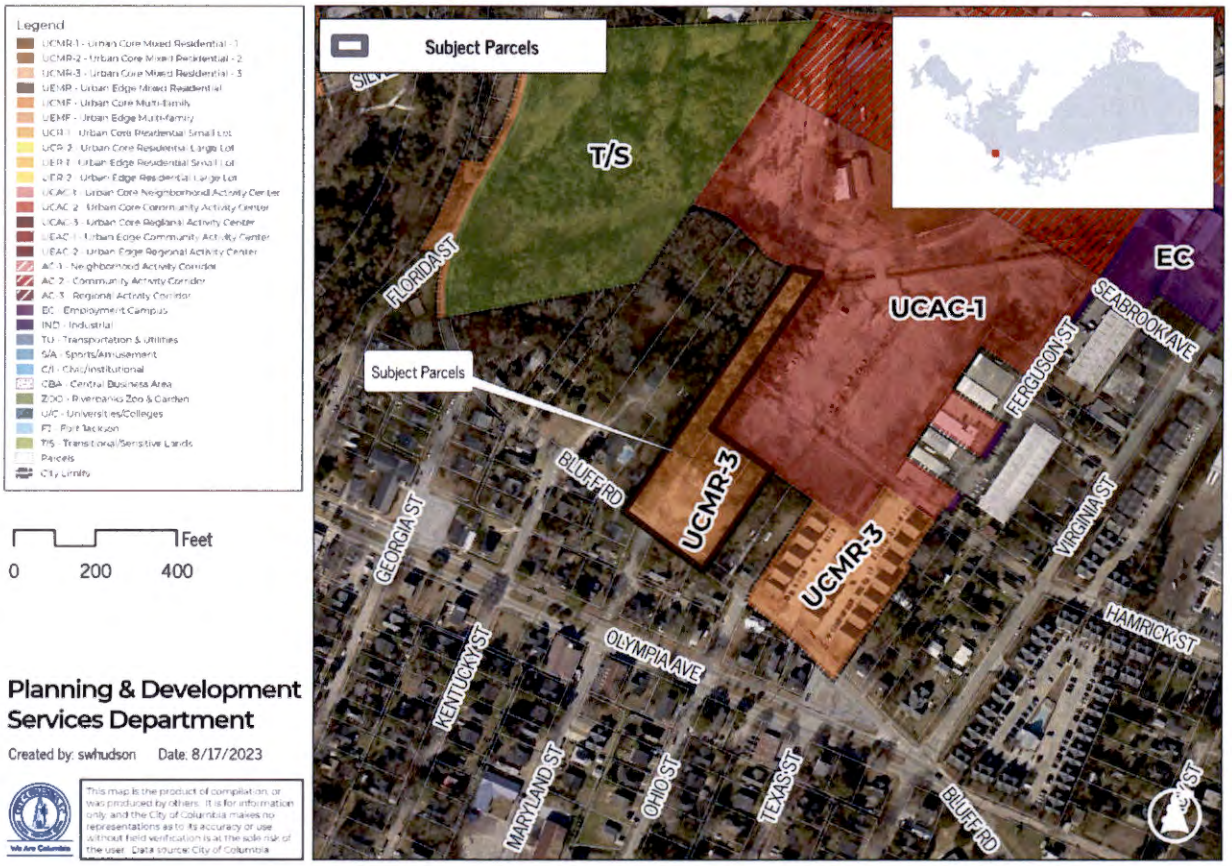
Last revised: 9/19/2023

23018460

Attachment A

Future Land Use

118, 118 1/2, 126, 132, and 138 Bluff Road; TMS# 11204-02-32, -33, -34, -35
Current Future Land Use: Interim Urban Core Mixed Residential Type 3 (UCMR-3)
Proposed Future Land Use: Urban Core Mixed Residential Type 3 (UCMR-3)



Planning & Development Services Department

Created by: swhudson Date: 8/17/2023

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Last revised: 9/19/2023

23018460

We Are Columbia

MEETING DATE: November 21, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION for 118, 118 1/2, 126, 132 and 138 Bluff Road; TMS# 11204-02-35, 11204-02-34, 11204-02-33, and 11204-02-32

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-122 - Amending the Official Zoning Map to confirm the zoning for 118, 118 ½, 126, 132 and 138 Bluff Road, Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33 and 11204-02-32 ; annexed by Ordinance No.: 2023-074 enacted July 18, 2023

Council District: 3

Proposal: Request to confirm the zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP). The properties are currently assigned an interim zoning classification of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Foxfire Management Company, LLC/City of Columbia

Staff Recommendation: Approval

Annexation
PC Recommendation: 06/08/2023; Approval (7-0)
First Reading: 06/20/2023; Approved
Second Reading: 07/18/2023; Approved

FLU, ZMA Confirmation
PC Recommendation: 09/14/2023; Approval (5-0)

First reading approval was given on October 17, 2023.

ATTACHMENTS:

- **#a:** ZMA-2023-0013 BluffRd_Confirm_ZPH (PDF)
- #b: 2023-122 - Zoning Map Amendment to confirm zoning of 118, 118.5, 126, 132, 138 Bluff Road (PDF)
- #c: 2023-122 - Zoning Map Various Bluff Road (PDF)

HISTORY:

10/17/23	**Columbia City Council**	**APPROVED ON FIRST READING.**

No one appeared at this time.

CITY COUNCIL

October 17, 2023 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY
118, 118 1/2, 126, 132, and 138 Bluff Road;
TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32

Council District:	3
Proposal:	Request to confirm the zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP) The properties are currently assigned an interim zoning classification of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP).
Applicant:	Foxfire Management Company, LLC/City of Columbia
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	06/08/2023; Approval (7-0)
First Reading:	06/20/2023; Approved
Second Reading:	07/18/2023; Approved
FLU, ZMA Confirmation	
PC Recommendation:	09/14/2023; Approval (5-0)
1st Reading:	10/17/2023; Pending
2nd Reading:	11/07/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.1 acres
Current Use: Vacant Residential Zoned
Proposed Use: Institutional
Current Interim Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3)
Proposed City Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3)
Proposed Interim Zoning: Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP)
Proposed City Zoning: Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP)
Census Tract: 28

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Mixed Residential Type 3 (UCMR-3) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Urban Core Mixed Residential Type 3 (UCMR-3).

Refer to attached land use classification description.

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

The subject property is located within the study area of the *Capital City Mill District Area & Corridor Plan* (2017) adopted by the City of Columbia and Richland County. The property falls within the Olympia sub area (pages 15-16), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property (page 32). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCMR-3, these were: "mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue + Whaley Street)" (page 32). The plan did propose on-street bicycle facilities in the form of a shared lane along Bluff Road (pages 62-63).

PROPOSED ZONING DISTRICT SUMMARY

The northwestern most property is currently zoned Residential Multifamily – Medium Density (RM-MD) and the remaining properties are currently zoned Residential Multifamily – High Density (RM-HD) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Community Activity Center/Corridor (CAC) to the north and east. Surrounding parcels in unincorporated Richland County are currently zoned RM-HD to the west, south, and southeast.

The proposed City of Columbia interim zoning district is Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP)

Refer to attached RD-MV zoning classification description.

STAFF RECOMMENDATION

Staff recommends the confirmation of the zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP) for the property.

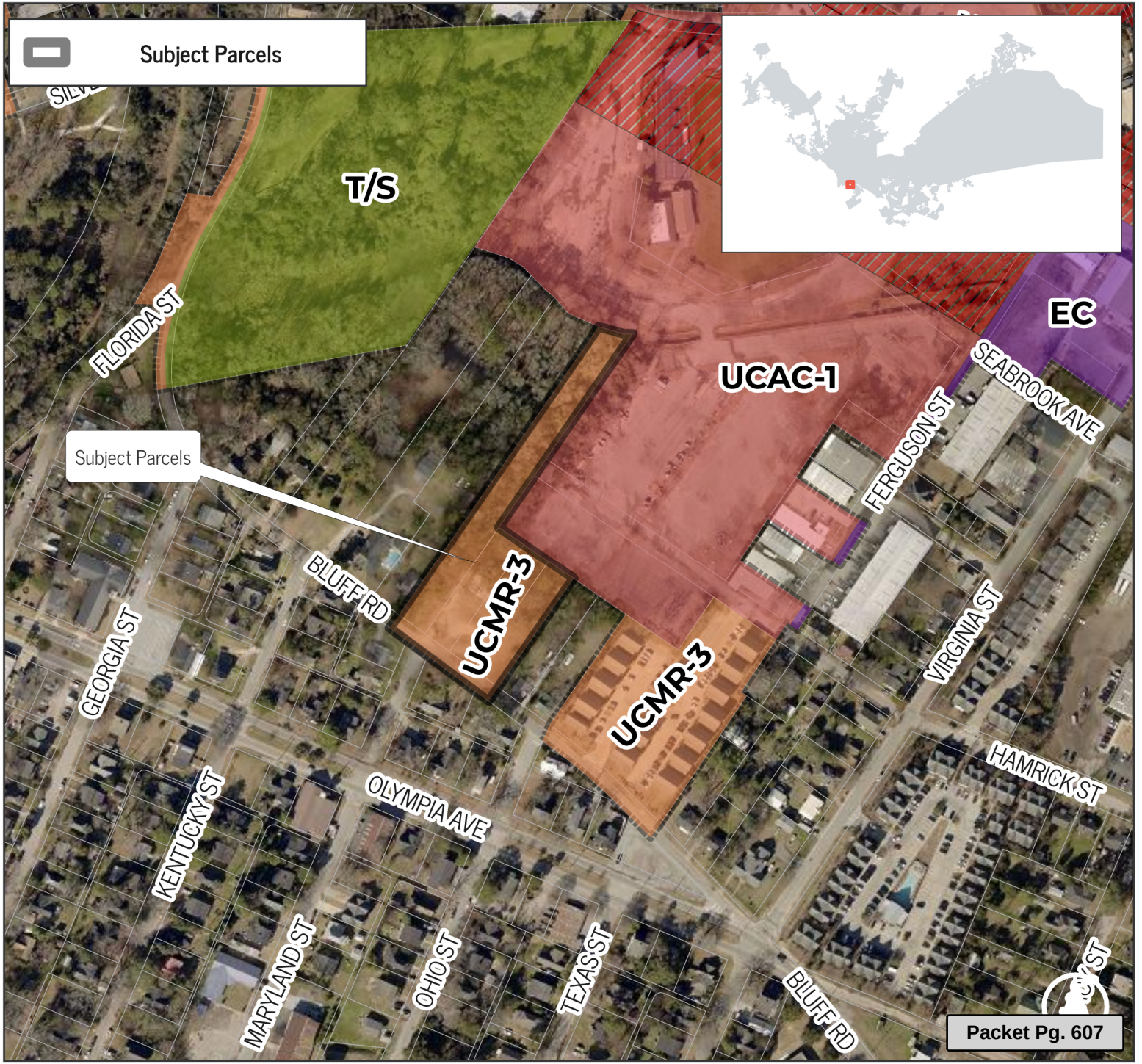
HEYWARD ST
HEYWARD ST
S PARKER ST
SILVER ST
DREYFUS RD
POE ST
ALABAMA ST
S ASSEMBLY ST
CAROLINA ST
SEABROOK AVE
FERGUSON ST
Subject Properties
BLUFF RD
FLORIDA ST
DELAWARE ST
GEORGIA ST
KENTUCKY ST
MARYLAND ST
OHIO ST
TEXAS ST
VIRGINIA ST
HAMRICK ST
LACY ST
BLUFF RD
OLYMPIA AVE
ROSEWOOD DR
WHITNEY ST

Future Land Use

118, 118 1/2, 126, 132, and 138 Bluff Road; TMS# 11204-02-32, -33, -34, -35
Current Future Land Use: Interim Urban Core Mixed Residential Type 3 (UCMR-3)
Proposed Future Land Use: Urban Core Mixed Residential Type 3 (UCMR-3)

Legend

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



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Planning & Development Services Department

Created by: swhudson Date: 8/17/2023

We Are Columbia

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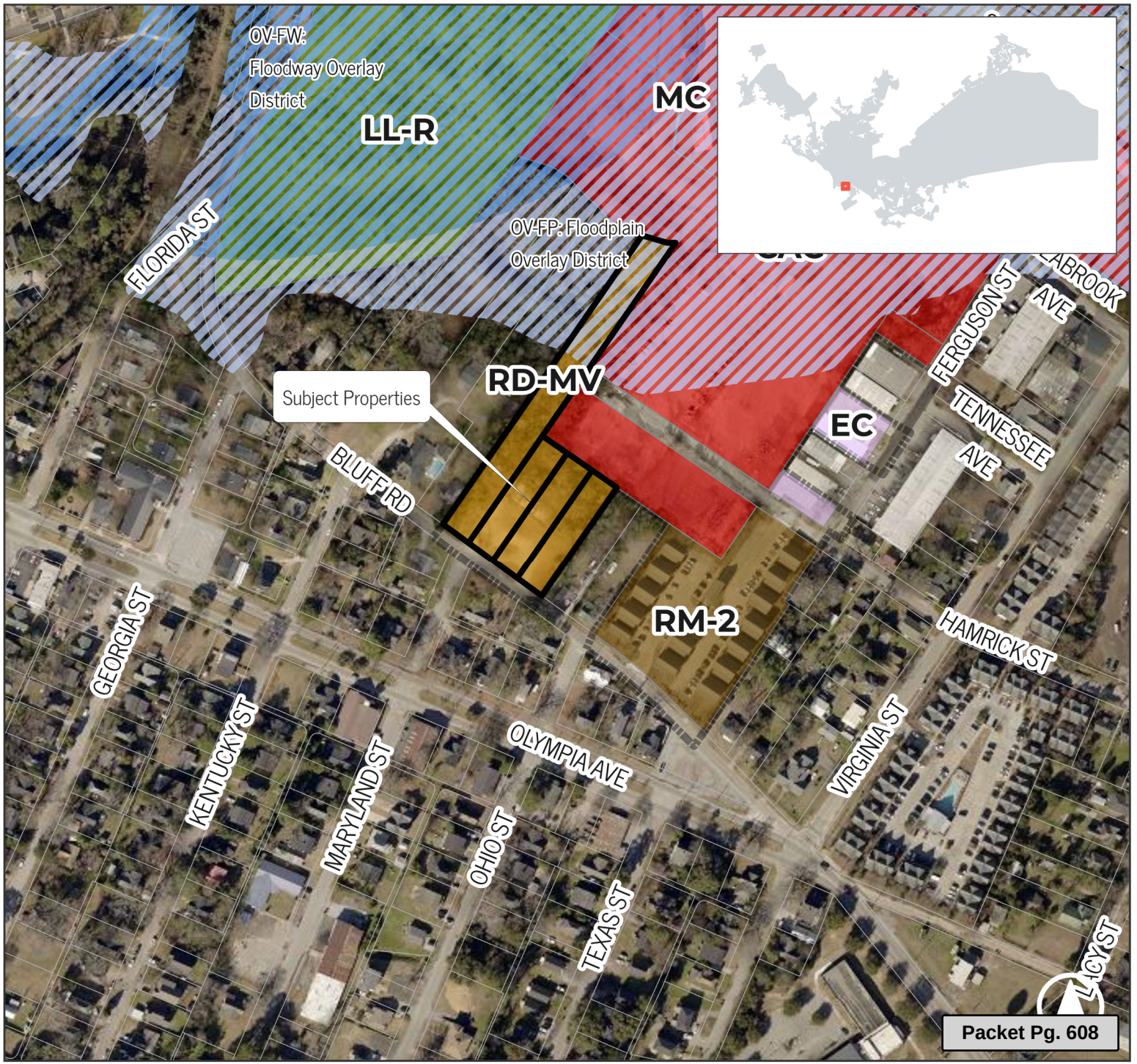
Zoning

118, 118 1/2, 126, 132, and 138 Bluff Road; TMS# 11204-02-32, -33, -34, -35
Current Zoning: Interim Residential Two-Family - Mill Village District (RD-MV) a portion within the Floodplain Overlay District (OV-FP)
Proposed Zoning: Residential Two-Family - Mill Village District (RD-MV) a portion within the Floodplain Overlay District (OV-FP)

Legend

- CAC: Community Activity Center/ Corridor
- MC: Mixed Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



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Planning & Development Services Department

Created by: swhudson Date: 8/17/2023

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Proposed Future Land Use Classification

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.

UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.

- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District

RD-MV: Residential Two-Family – Mill Village District

Purpose

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of single-family dwellings and two-family dwellings at higher densities on lands within the historic Mill Village area. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	3,300
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
Front Yard Setback, min. (ft.)	5
Side Yard Setback, min. (ft.)	10
Rear Yard Setback, min. (ft.)	5
Building Height, max. (ft.)	35

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Cottage Neighborhood Development

Dwelling, single-family detached

Dwelling, two-family

Community recreation center

Cultural facility[2]

Day care facility[2]

Library

Place of worship[2]

Public safety facility

Elementary, middle, or high school[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Utility facility, major[2]

Utility facility, minor

Community garden[1]

Crop production and processing[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-122

Amending the Official Zoning Map to confirm the zoning for 118, 118 ½, 126, 132 and 138 Bluff Road, Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33 and 11204-02-32 ; annexed by Ordinance No.: 2023-074 enacted July 18, 2023

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to confirm the zoning for 118, 118 ½, 126, 132 and 138 Bluff Road, Richland County TMS# 11204-02-35, 11204-02-34, 11204-02-33 and 11204-02-32; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 118, 118 ½, 126, 132 and 138 Bluff Road and TMS# 11204-02-35, 11204-02-34, 11204-02-33 and 11204-02-32 containing 2.1 acres and as shown in Attachment A, is hereby confirmed as Residential Two-Family-Mill Village District (RD-MV). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Zoning

118, 118 1/2, 126, 132, and 138 Bluff Road; TMS# 11204-02-32, -33, -34, -35
Current Zoning: Interim Residential Two-Family - Mill Village District (RD-MV) a portion within the Floodplain Overlay District (OV-FP)
Proposed Zoning: Residential Two-Family - Mill Village District (RD-MV) a portion within the Floodplain Overlay District (OV-FP)

Legend

- CAC: Community Activity Center/ Corridor
- MC: Mixed Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
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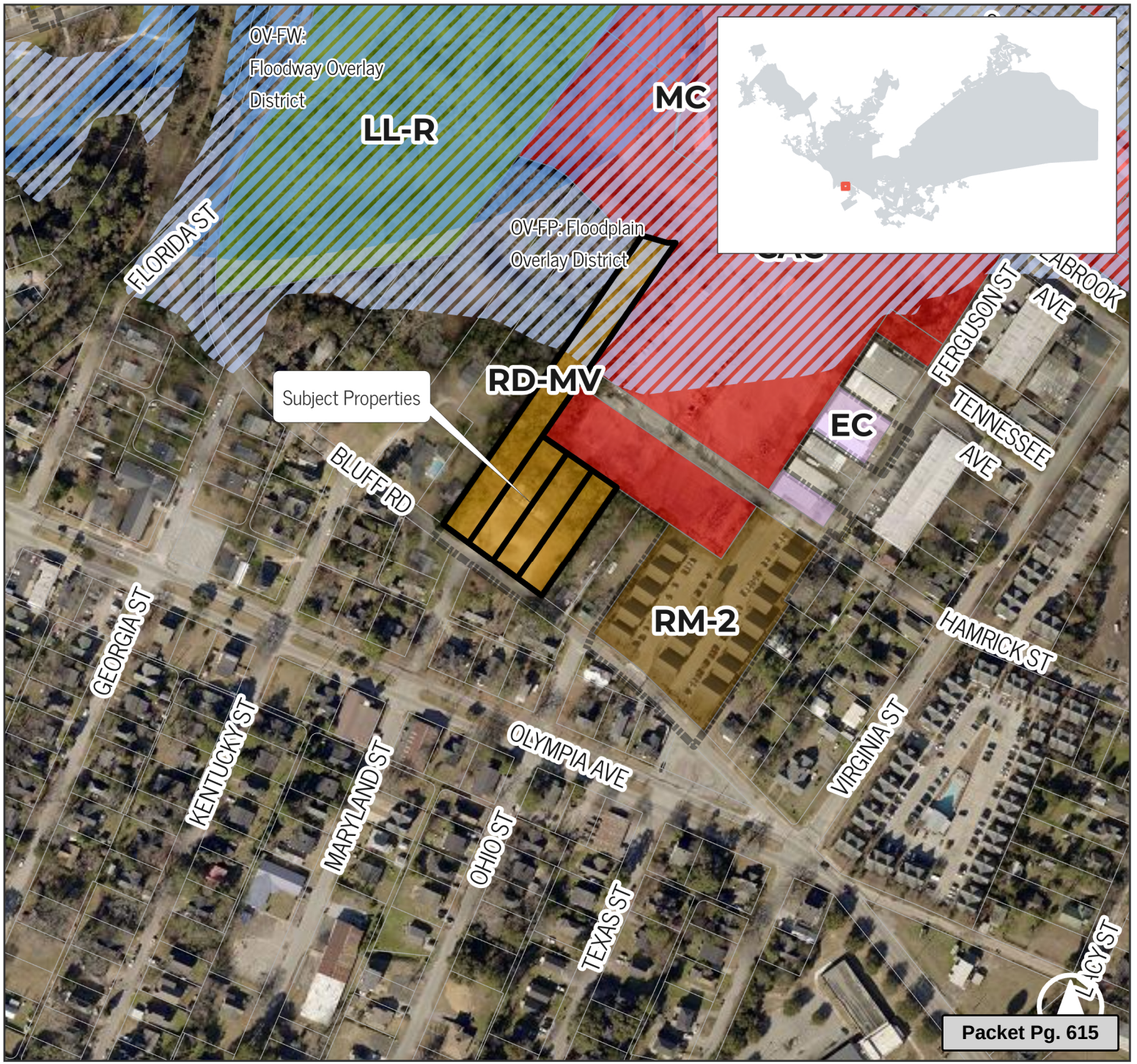
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



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Planning & Development Services Department

Created by: swhudson Date: 8/17/2023

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We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ZONING TEXT AMENDMENT for 1531 Taylor Street, TMS#11403-13-09**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2023-124 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks

Council District: 2

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Applicant: Seth Rose, property owner

Staff Recommendation: Approval

D/DRC Recommendation: 08/17/2023; Approval (4-0)

PC Recommendation: 10/12/2023; Approval *(SC Code §6-29-760 - recommendation section)*

First reading approval was given on October 17, 2023.

ATTACHMENTS:

- **#a:** TA-2023-0005_1531 Taylor_Landmark(no PC vote update)) (PDF)
- #b: 2023-124- Amending Chapter 17 (PDF)

HISTORY:

10/17/23 **Columbia City Council** **APPROVED ON FIRST READING.**

Representative Seth Rose

CITY COUNCIL

October 17, 2023 at 4:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary
1531 Taylor Street, TMS# 11403-13-09

Council District: 2

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Applicant: Seth Rose, property owner

Staff Recommendation: Approval

D/DRC Recommendation: 08/17/2023; Approval (4-0)

PC Recommendation: 10/12/2023; Approval *(SC Code §6-29-760 - recommendation section)*

ZPH, 1st Reading: 10/17/2023; Pending

2nd Reading: 11/07/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: Constructed 1946
Acreage: 0.13 acres
Current Use: Vacant-Commercial
Proposed Use: Commercial
Current Land Use Classification: Urban Core Neighborhood Activity Center (UCAC-1)
Current Zoning: Downtown Activity Center District (DAC), in the City Center Design Overlay District (OV-CC) and a Historic Preservation Overlay District (OV-HP)
Landmark Status: Type 3

HISTORICAL SIGNIFICANCE

This structure was built in 1946 for automotive use, specifically for the Columbia Tire Company, but operating as a retail tire store as well as a garage and auto repair shop. This building retains some important original historic detailing, such as its original form, entry door detailing, rear windows, and brick masonry. The owners intend to re-purpose the building into a multi-faceted commercial space.

The automobile changed the shape of whole cities as it became en vogue and affordable, and associated businesses sprang up to support the industry. The area around Taylor and Pickens Streets was historically a residential area: Maps as late as 1919 show that this part of the city was made up primarily of residences. However, between the 1920s and the 1950s, this shifted dramatically to become a primarily commercial district. One type of business that thrived in downtown Columbia at this time were businesses focusing on the maintenance and repair of automobiles. While automobile repair shops were extant in the City as early as the 1890s, they began to boom in the 1930s, 40s, and 50s as suburban development increased and the ownership of cars became more attainable. Taylor Street, as a major thoroughfare, became a popular location for automobile related business.

Many early automobile shops were located within older buildings that were converted in use. However, between the 1930s and 50s, in areas like Taylor Street, many older residences were demolished to make way for new businesses which included buildings designed and constructed for the purpose of automobile repair. Research shows, by the 1940s and 50s, within several blocks of Taylor Street, there was a high percentage of purpose-built automotive shops, whether for sales, repairs, or parts. By 1956, there were more than 30 automobile related businesses within 1/3 square mile of the property in questions. Only a small handful of these buildings survive with the building at 1531 Taylor Street being, by far, the most architecturally intact.

Today, the Columbia Tire Company structure is a unique example of a building in the Taylor Street vicinity which was purpose-built for automotive services, retaining this use and its architectural integrity through the decades, and making it one of the last remaining examples of its kind in this area.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Urban Core Neighborhood Activity Center (UCAC-1) in the Columbia Compass: Envision 2036 Future Land Use Map.

Refer to attached land use classification description.

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

The subject property is located within the study area of the *City Center Master Plan* (1999), more specifically within the City Center East district (page 52). There were no recommendations made specific to the subject property, but the plan does note that Taylor Street, as a critical connection, "should be programmed for streetscape improvements that would include new street trees, coordinated mast arm traffic signals, improvements to sidewalks, and designated crosswalks at all intersections" (page 52). The City Center Design Guidelines, developed and implemented during the planning effort, are also identified by the plan as crucial to success, noting that "the objective of the guidelines is to encourage high quality projects that will preserve and protect investments on adjacent properties and make a long-term contribution to the economic well being of City Center" (page 2).

ZONING DISTRICT SUMMARY

The subject property is currently zoned Downtown Activity Center District (DAC), in the City Center Design Overlay District (OV-CC) and a Historic Preservation Overlay District (OV-HP). The abutting properties on all sides are zoned DAC and OV-CC, and properties to the north and east are located in the OV-HP Landmark District. Property immediately to the east is also designated as a Type 1 Landmark.

Refer to attached zoning district classification descriptions.

LANDMARK CRITERIA

Section 17-3.7(j)4(c) of the City of Columbia Unified Development Ordinance outlines the criteria for designation as a Type 3 Landmark: "Type 3 landmarks include structures or sites which generally contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

(i) Distinctive architectural design;
(ii) Belonging to a family or "genera" of buildings recognized locally;
(iii) An example of a style or type of building which is becoming, or is in danger of becoming, extinct locally;
(iv) The work of an architect of statewide or local importance; or
(v) The side of events or homes of persons that have significantly contributed to local or national history."

Staff finds that 1531 Taylor Street meets criteria (iii) for landmarking.

STAFF AND PLANNING COMMISSSION RECOMMENDATION

Staff recommends that the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks be amended to establish 1531 Taylor Street as a City of Columbia Landmark.

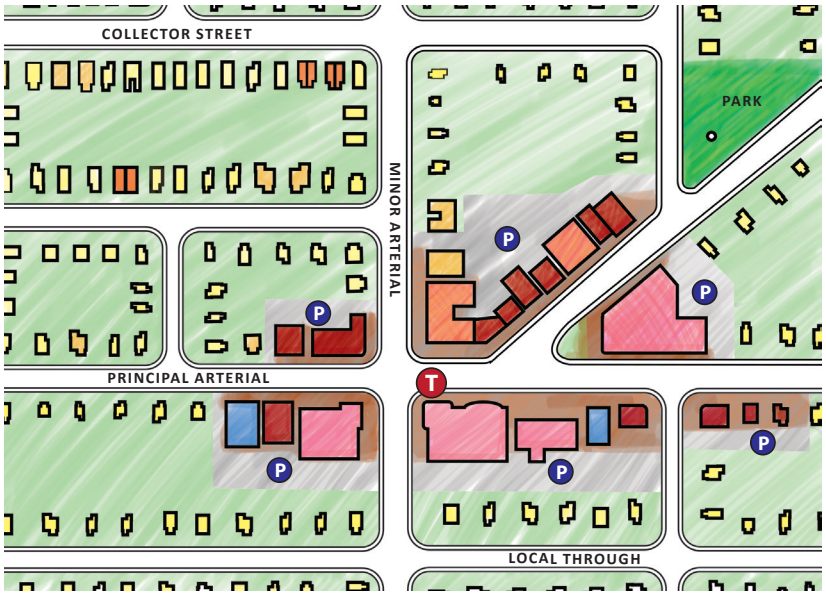
Note that the Planning Commission recommendation of approval is based on South Carolina Code §6-29-760, that states: "The planning commission shall have a time prescribed in the ordinance, which may not be more than thirty days within which to submit its report…if the planning commission fails to submit a report within the prescribed time period, it is deemed to have approved the change or departure." Due to absences and recusals, Planning Commission was unable to achieve a quorum to act on this item for two months and it is forwarded for Council action.

Current Future Land Use Classification

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a quarter-mile to one-mile radius, but they may capture traffic moving through the neighborhood on the way to other destinations. These centers typically occupy only parts of a city block and consist of just a few storefronts, two to three story mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.



UCAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small
- Business/Employment Small (excl. Flex)

SECONDARY TYPES

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES

- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns. Sidewalks may be wider in activity centers than along the rest of the corridor. On-street parking, even along a road without on-street parking along the whole route, is appropriate.
- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Current Zoning District

DAC: Downtown Activity Center District

Purpose

The purpose of the Downtown Activity Center (DAC) District is to provide lands that support Downtown Columbia as a unique regional center of culture and commerce. Principal types of development include high-density residential, civic, government, commercial, employment, and mixed-uses in a pedestrian-oriented context. The district is intended to facilitate the creation of a convenient, attractive and harmonious context of buildings and streets, pedestrian ways, parks, and open spaces. *No minimum parking.

Intensity and Dimensional Standards

Standard		All Uses
Lot Area, min. (sf.)		N/A
Lot Width, min. (ft.)		N/A
Lot Coverage, max. (% of site area)		N/A
Density, max. (du/acre)		N/A
Front Yard Setback, (ft.)	Min.	N/A
	Max.	[1]
Side Yard Setback, min. (ft.)		N/A
Rear Yard Setback, min. (ft.)		N/A
Building Height, max. (ft.)		N/A

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] The maximum front yard setback is the average front yard setback for buildings on the same block face and on the adjacent block faces fronting the same street. If the average front yard setback cannot be established, the maximum front yard setback is ten feet.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live-work[1]

Dwelling, mixed-use

Dwelling, multifamily

Dwelling, townhouse

Continuing care retirement community (CCRC)[1]

Dormitory, private[1,2]

Dormitory, public

Fraternity or sorority house[2]

Residential care facility[2]

Rooming house or boardinghouse[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center

Cultural facility

Day care facility[1]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

DAC: DOWNTOWN ACTIVITY CENTER

Nursing care facility

Arboretum or botanical garden

Cemetery

Park or greenway[1]

Park and ride

Parking lot[1]

Parking structure[1]

Passenger terminal, surface transportation

Railroad facility

Utility facility, major[2]

Utility facility, minor

Kennel[1]

Veterinary hospital or clinic1

Laboratory, testing or research

Self-service storage[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Non-depository personal credit institution[1]

Repair of personal goods

Arena, stadium, or outdoor theater

Banquet hall

Performing arts center

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Consumer goods store[1]

Convenience store[2]

Farmers' market[1]

Grocery store or food market

Liquor store[2]

Pawn shop[2]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[2]

Personal vehicle sales and rentals[1]

Vehicle equipment supplies sales and rentals

Bed and breakfast[1]

Hotel or motel

Community garden[1]

Crop production and processing

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

(i) OV-CC: City Center Design Overlay District

(1) Purpose

The purpose of the City Center Design Overlay (OV-CC) District is to encourage new development and redevelopment that is consistent with the character of Downtown Columbia. District standards and guidelines are intended to ensure new uses, building form, and site features are compatible with Downtown's high-density, walkable urban character, and support Downtown's identity as an employment and destination commercial center.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-CC District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-CC District shall control.

(3) Design Guidelines

Development in the OV-CC District shall comply with the *City of Columbia City Center Design/Development District Guidelines*, which are incorporated herein by reference.

(j) OV-HP: Historic Preservation Overlay District

(1) Purpose

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

(2) Applicability

a. In addition to base zoning district standards, the standards and requirements in this section apply to development located within the OV-HP District, which includes:

1. Historic sub-districts identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines;

2. Type 1 landmarks listed in Appendix A, Type 1 Landmarks;

3. Type 2 landmarks listed in Appendix B, Type 2 Landmarks; and

4. Type 3 landmarks listed in Appendix C, Type 3 Landmarks.

b. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-HP District shall control.

(3) Historic Sub-districts

a. The OV-HP District includes 16 sub-districts, which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.

b. Each sub-district within the OV-HP district is subject to standards or design guidelines which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines. Standards for the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, and the Landmark District are in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design. Design guidelines listed in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines, for all other sub-districts are incorporated into this Ordinance by reference.

c. The boundaries of each sub-district are identified on the official Zoning Map. They are further described in Appendices A-D.

d. Development in a sub-district shall comply with the corresponding standards and sub-district design guidelines identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.

TABLE 17-3.7(J)(3): ESTABLISHED HISTORIC SUB-DISTRICTS AND APPLICABLE STANDARDS AND DESIGN GUIDELINES	
HISTORIC SUB-DISTRICT	**APPLICABLE STANDARDS AND DESIGN GUIDELINES**
Cottontown/Bellevue	*Cottontown/Bellevue Architectural Conservation District Design Guidelines*
Oakwood Court	*Oakwood Court Architectural Conservation District*
Earlewood	*Earlewood Protection Area Design Guidelines*
Elmwood Park Architectural Conservation District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Governor's Mansion Protection Area	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Granby	*Granby Architectural Conservation District Design Guidelines*
Landmark District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Melrose Heights/Oak Lawn	*Melrose Heights/Oak Lawn Architectural Conservation District Design Guidelines*
Old Shandon/Lower Waverly	*Old Shandon/Lower Waverly Protection Area Design Guidelines*
Seminary Ridge	*Seminary Ridge Architectural Conservation District Design Guidelines*
University Hill	*University Hill Architectural Conservation District Design Guidelines*
Wales Garden	*Wales Garden Architectural Conservation District*
Waverly	*Waverly Protection Area Design Guidelines*
West Gervais Street Historic Commercial District	*West Gervais Street Historic Commercial District Design Guidelines*
West Gervais Street Protection Area	*West Gervais Street Protection Area Design Guidelines*
Whaley Street	*Whaley Street Protection Area Design Guidelines*

(4) Landmark Intent and Development Standards

The following standards apply to structures and sites with landmark designations.

a. Type 1 Landmarks

1. Intent

Type 1 landmarks (see Appendix A: Type 1 Landmarks) include structures or sites which strongly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

(i) Unique, outstanding, rare, or distinctive architectural design;

(ii) The work of an architect of national importance; or

(iii) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 1 landmark shall:

(i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;

(ii) Conserve the structure's original exterior; and

(iii) Restore the structure's original exterior, to the maximum extent practicable.

b. Type 2 Landmarks

1. Intent

Type 2 landmarks (see Appendix B: Type 2 Landmarks) include structures or sites which significantly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

(i) Unique, outstanding, or somewhat rare or distinctive architectural design;

(ii) The work of an architect of statewide or local importance;

(iii) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally; or

(iv) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 2 landmark (see Appendix B: Type 2 Landmarks) shall:

(i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design

(ii) Conserve the structure's original interior and exterior; and

(iii) Restore the structure's original exterior, to the maximum extent practicable.

c. Type 3 Landmarks

1. Intent

Type 3 landmarks (see Appendix B: Type 3 Landmarks) include structures or sites which generally contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

(i) Distinctive architectural design;

(ii) Belonging to a family or genera of buildings recognized locally;

(iii) An example of a style or type of building which is becoming, or is in danger of becoming, extinct locally;

(iv) The work of an architect of statewide or local importance; or

(v) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 3 landmark (see Appendix C: Type 3 Landmarks) shall:

(i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;

(ii) Conserve the structure's original exterior; and

(iii) Restore the structure's original exterior, to the maximum extent practicable.

(5) Front Yard Setback and Minimum Off-Street Parking Standards

a. Front Yard Setbacks

Notwithstanding front yard setback standards in the underlying base zoning district, the following front yard setback standards apply in the OV-HP District.

1. Minimum Setback

There shall be no minimum front yard setback.

2. Maximum Setback

The maximum front yard setback shall be within 90 percent and 110 percent of the average front yard setback for properties on the same block face.

b. Minimum Off-Street Parking Requirements

Minimum off-street parking requirements shall be 50 percent of the requirements established in Sec. 17-5.2(d)(1), Minimum Number of Off-Street Parking Spaces.

ORDINANCE NO.: 2023-124

Amending the Unified Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix C: Type 3 Landmarks is amended to read as follows:

TABLE C: TYPE 3 LANDMARKS	
LOCATION	NAME
1921	Cottage
Lady Street	
1522	Edwards-Anderson House
Laurel Street	
1422	Two-Story Late Victorian House
1521-25	Black House
1527-29	Crumpler House
Lincoln Street	
2012	Cottage
Main Street	
1332	Arcade Building
1400	Palmetto Building
1620	TMS #09014-04-17.
1631	TMS #09014-09-01
1633 and 1635	TMS #09014-10-08
1637	TMS #09014-10-07
1730-32	Commercial Building
1813	Klondike Building
3702	Two-Story House
Pendleton Street	
1611	Kirkland Apartments
1619	The Black House (Cain-Matthews-Tompkins)
1629	Cottage
Richland Street	
1507	Cottage
1523	Cottage
Scott Street	
1208	Cottage
Taylor Street	

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1531	Commercial Building
Washington Street	
1013	Two-story over English basement
Woodrow Street	
702	Sutphen House
	Lower Cemetery, TMS #07314-02-05 and 09007-01-04(p)
	Penitentiary Cemetery, TMS #09008-01-05.

Requested by:

ACM Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2023-093 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, Sec. 14-108, Discharge of Fireworks**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

PURPOSE:

Endorsed by the Public Safety Committee on September 26, 2023.

First reading approval was given on October 17, 2023.

ATTACHMENTS:

- **#a:** 2023-093 - Firework Ord (final) (PDF)

HISTORY:

10/17/23	**Columbia City Council**	**APPROVED ON FIRST READING.**

ORDINANCE NO. 2023-093

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, Sec. 14-108, Discharge of Fireworks

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that Chapter 14, Article IV, Sec. 14-108, Discharge of Fireworks of the 1998 Code of Ordinances of the City of Columbia, South Carolina, is amended to read as follows:

Sec.14-108. Discharge of Fireworks.

(a) Except as otherwise provided in this section, it is unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within the city between the hours of 10~~11~~:00 p.m. and 7:00 a.m. This section may not be construed to prohibit the discharge or lighting of sparklers or similar pyrotechnic products which generate no appreciable noise at any time. For the purposes of this section, "fireworks" is a term as defined by S.C. Code 1976, § 40-56-20.

(b) Notwithstanding the provisions of subsection (a), the permitted hours for the use of fireworks must be extended on the Fourth of July and New Year's Eve to include the hours of 10:00 p.m. July 4th - 1:00 a.m. on July 5th and 10:00 p.m. December 31st - 1:00a.m. January 1st. ~~Therefore, it is only unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within the city between the hours of 12:30 a.m. and 9:00 a.m. on July 5th and January 1st.~~

(c) It is unlawful to:

(1) Negligently, recklessly, or intentionally direct the discharge of fireworks towards a structure, animal, or person;

(2) Intentionally detonate fireworks upon the land of another without express prior consent;

(3) Offer for sale or sell permissible fireworks to children under the age of 16~~14~~ years unless accompanied by a parent;

(4) To ignite or detonate fireworks within 600 feet of a church, hospital, public school;

(5) To ignite or detonate permissible fireworks within a motor vehicle or discharge a permissible fireworks from a motor vehicle; ~~and~~

(6) To place or throw an ignited firework into or at a motor vehicle.~~;~~and

(7) Intentionally dump, throw, drop, deposit, discard, or otherwise discharge fireworks onto another's property without express prior consent.

(d) A violation of this section is punishable by a civil penalty of up to $100.00 for a first offense, $250.00 for a second offense and $500.00 for a third or subsequent offense. Each violation of this section may be punished as a separate offense. Second, third, and subsequent violations are those occurring within a period of five years from the date of a previous violation.

(e) After three separate violations in a single location over a period of six months, the location can be declared to be a public nuisance and subject to the nuisance provisions of Chapter 8, article II of the Columbia City Code.

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(f) Nothing in this section may be construed to prohibit within the city the use of flares or similar devices necessary for the safe operation of railroads, buses, trucks, or other vehicles within the city or that is necessary during emergencies.

(g) Nothing in this section shall be read to supersede or otherwise be exempt from the requirements of Columbia City Code Chapter 9, Fire Prevention and Protection.

(h) Any firework display permitted by the city and state fire marshal is exempt from subsection (a), (b), and (c)(4) of this section.

This ordinance shall become effective upon second reading.

Requested by:

Councilman Howard Duvall

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2023-123 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms, Sec. 10-2, False alarm procedure and user fee**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

PURPOSE:

First reading approval was given on October 17, 2023.

ATTACHMENTS:

- **#a:** 2023-123 - Amend Chapter 10, Sec. 10-2 (PDF)

HISTORY:

10/17/23	**Columbia City Council**	**APPROVED ON FIRST READING.**

ORDINANCE NO.: 2023-0123

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms, Sec. 10-2, False alarm procedure and user fee

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms, Sec. 10-2, False alarm procedure and user fee is amended to read as follows:

Sec. 10-1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

False alarm means the activation of an alarm system when, upon inspection by the police department, there is no evidence of unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm. Notwithstanding the foregoing, a false alarm does not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature. In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the security alarm user notifies and receives permission from the user's alarm company, or designee, to test the system.

Security alarm system means any assembly of equipment, mechanical or electrical, installed by a security alarm business, arranged to signal the occurrence of a criminal act, emergency, or other condition to which the Columbia Police Department may be expected to respond.

Security alarm user means a person who is in control of any building, structure or facility where a security alarm system is present.

Year means a 12-month period beginning with July 1 and ending on June 30 of each year.

(Ord. No. 2015-100, 1-5-16)

Sec. 10-2. False alarm procedure and user fee.

(a) Whenever Columbia Police Department personnel respond to an activated security alarm system, the Columbia Police Department official in charge of the incident shall determine if the response was caused by a false alarm and shall indicate that fact to dispatch.

(b) The dispatch notes shall be regularly reviewed to monitor the accumulation of false alarms at any one location. When two false alarms have occurred at the same location within one year, and the location is within the incorporated area of the city, the security alarm user shall be notified by and through letter, citing the location and date of each false alarm. The letter shall recommend that appropriate action be taken on the part of the security alarm user to alleviate the causes of false alarms and shall include a statement that an accumulation of any further false alarms within a year shall result in a charge for services and/or the Columbia Police Department discontinuing responding to that location unless dispatched as a result of an emergency call to 911.

(c) It is hereby found and determined that three or more false alarms within a year shall be deemed excessive. Excessive false alarms shall be assessed a user fee as follows:

Third through seventh false alarm	$100.00
Eighth and ninth false alarm	$250.00
Tenth or more false alarm	$500.00

However, no security alarm user shall be charged with accumulating more than one false alarm in any 24-hour period. The fee established by this section affords only partial recovery of the expenses incurred in responding to the false alarm. If payment of the fee, in full, has not been received within 30 days of billing,

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a late fee penalty of 15% of the user fee shall be assessed, and CPD will no longer respond to that location, unless dispatched as a result of an emergency call to 911, until the fee and penalty has been paid in full.

(Ord. No. 2015-100, 1-5-16)

Sec. 10-3. Evidence of repair accepted in lieu of fee.

An alarm user may submit evidence that a malfunctioning system has been repaired in lieu of paying a user fee within ten days of the date of notification of the fee. Evidence such as a receipt from a licensed alarm business with a statement of repairs made to the system is acceptable. For a repeated problem with a system after a repair is alleged to have been made, the city manager or his/her designee may decide not to accept an alternative to paying the fee.

(Ord. No. 2015-100, 1-5-16)

Sec. 10-4. Appeals.

Any person may appeal the imposition of a false alarm user fee to the city manager or his/her designee. Such appeal shall be in writing and shall be made to the city manager within ten days of the date of notification of the fee. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the user fee assessment or other enforcement decisions.
Sec. 10-5. Appeal Standard.

(Ord. No. 2015-100, 1-5-16)

Sec. 10-5. Appeal Standard.

The city manager or his/her designee shall review an appeal of the assessment of the user fee, late penalty, or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of the fee or other enforcement decisions, the city manager or his/her designee shall have the discretion to dismiss or reduce the user fee, waive the late penalty, or reverse any other enforcement decisions where warranted.

Secs. 10-6—10-30. Reserved.

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Requested by:

Chief Holbrook

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading

LEGAL DEPARTMENT DRAFT

Last revised: 10/3/2023

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 9.28 acres E/S Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old LeGrand Road; TMS# 17104-02-02, 17104-02-03, 17104-02-04**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2023-120 - Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old Legrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density), portions within a Priority Investment Area, and zoned GC by Richland County.

Applicant: First Piedmont SC, LLC / Haven Communities

Staff Recommendation: Denial

PC Recommendation: 10/12/2023; Approval ***(SC Code §6-29-760 - see staff recommendation section)***

The public hearing was held on October 17, 2023 and first reading was deferred.

ATTACHMENTS:

- **#a:** ANNEX-2023-0018_Parklane8444_1stReading_Packet (PDF)
- #b: 2023-120 - Annex and Incorporate 8444 Parklane Road (PDF)

- #c: ParklaneOldLeGrand_Offer_Notice (PDF)
- #d: ParklaneOldLeGrand_Petition (PDF)

HISTORY:

10/17/23	**Columbia City Council**	**DEFER CONSIDERATION**

Mr. John Rowe

Ms. Mikaisha Moore

CITY COUNCIL

November 21, 2023 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
9.28 acres E/S Parklane Road, 8444 Parklane Road, 1.02 acre E/S Old LeGrand Road; TMS# 17104-02-02, 17104-02-03, 17104-02-04

Council District:	1
Proposal:	Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density), portions within a Priority Investment Area, and zoned GC by Richland County.
Applicant:	First Piedmont SC, LLC / Haven Communities
Staff Recommendation:	Denial
PC Recommendation:	10/12/2023; Approval *(SC Code §6-29-760 – see staff recommendation section)*
ZPH:	10/17/2023; Hearing held
1st Reading:	11/21/2023; Pending
2nd Reading:	12/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 12.13 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Long Range Area
Current County Land Use Classification: Neighborhood (Medium Density), portions within a Priority Investment Area
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Residential Mixed District (RM-1)
Census Tract: 113.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
Due to current staffing levels and the distance from other in-City residential areas, policing this proposed residential development would be extremely taxing on the North Region at this time, and would likely remain taxing for a full staff

due to the nature of servicing residential communities and the previously mentioned distance. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed 83-unit townhome development would be **approximately $40,000 per year,** based on calls to the nearest residential areas within the City limits.

Fire
The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
The Solid Waste Division's nearest service point to this property is approximately 2 ½ miles away down Farrow Road, and driving a truck out to service this proposed townhome development would not be efficient. The average cost associated with solid waste service to residential properties is approximately **$225 annually per household,** however due to the extra distance traveled to reach this property, the cost may be higher.

Engineering
Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. Sewer service is provided by East Richland Public Service District.

Water Customer Care
Development of this site will bring new customers, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend denial of the annexation of this property, which is located within an area classified as a Long Range Area within the Urban Service Area plan. An 83-unit townhome development is proposed for the site - the real estate tax revenue generated for the City would be **approximately $67,000 per year** based on the estimated taxable value of this property after development. Because of the distance of the property from other residential areas within the City, there are service concerns from City departments, including CPD and Solid Waste.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Long Range Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Long Range Area
*Long Range Area*s are those areas that do not meet the criteria of Primary Areas or Secondary Areas but are within the Columbia Water service area. They may not meet the criteria simply due to distance, because of the condition of the existing infrastructure, or because of the practicality of providing City services- or any combination thereof.

Annexation within *Long Range Areas* is the lowest priority. Annexation of small individual properties in these areas is generally not in the City's best interest, however new developments and group petitions can be considered for annexation with an assessment of the impact on the City's revenue and ability to serve the property/area in question.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Community Activity Corridor (AC-2). The property is currently designated as Neighborhood (Medium Density), a portion within a Priority Investment Area (Area # 8, I-77 Farrow Road Interchange), by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Adjacent parcels within the City of Columbia are currently zoned Light Industrial District (LI) and Institutional – General District (INS-GEN) to the west across Parklane Road. Adjacent parcels in unincorporated Richland County are currently zoned M-1 and RU to the north, and GC and M-1 to the south.

The proposed City of Columbia zoning district is Residential Mixed District (RM-1).

Refer to attached zoning district description for more information on the proposed City of Columbia zoning.

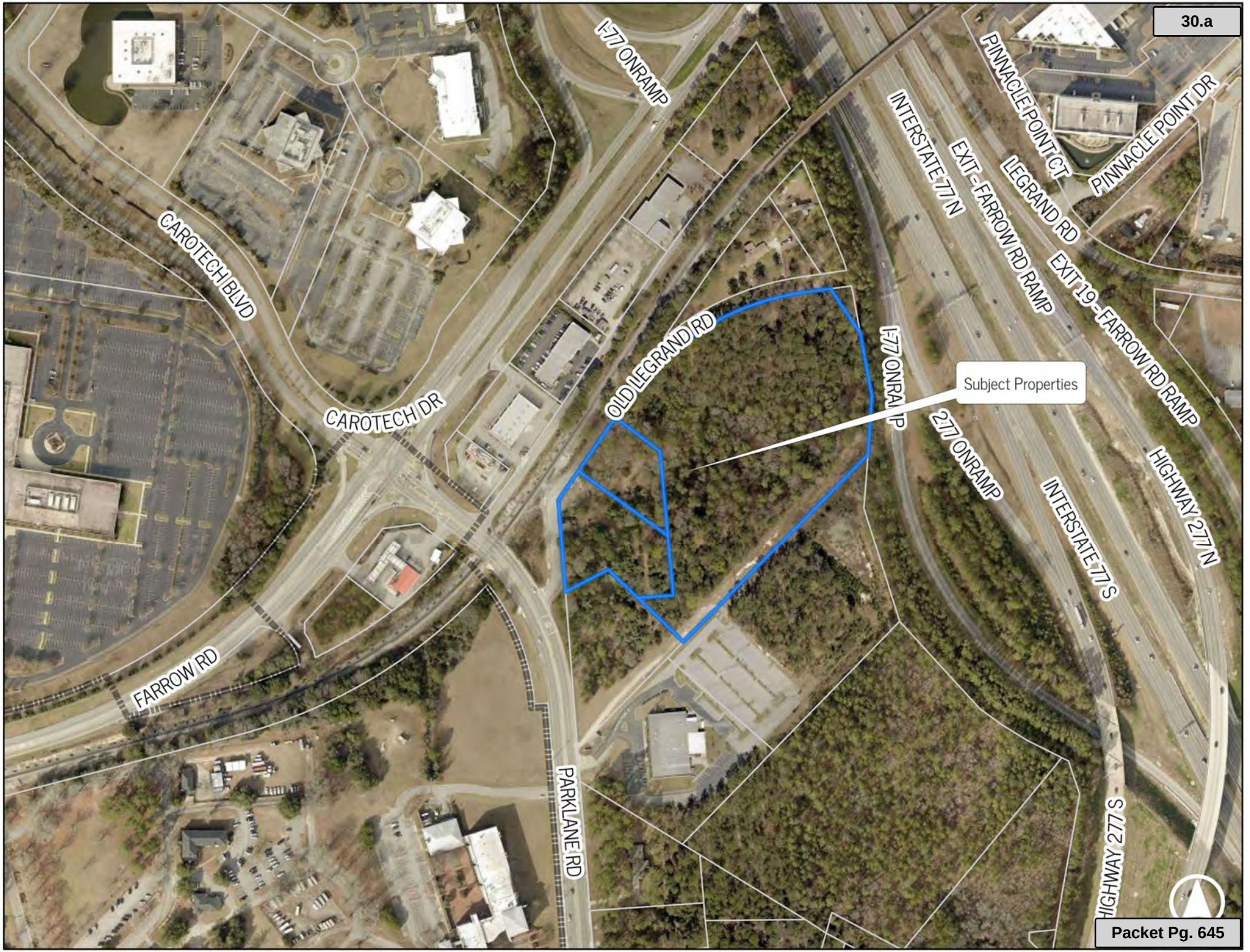
STAFF RECOMMENDATION

Staff does not recommend annexation of the property at this time. The property is within a Long Range Area within the Urban Service Area plan – and if developed as a residential neighborhood – servicing the property, including by the CPD and Solid Waste, would prove challenging due to its distance from in-City residential neighborhoods.

Staff recommends approval of the assignment of a future land use classification of Community Activity Corridor (AC-2) to the property, if it were to be annexed.

Staff recommends denial of the requested zoning district, Residential Mixed District (RM-1), as commercial or perhaps even employment/light industrial uses would be more appropriate for this site in consideration of surrounding zoning, land uses, and the location between railroad tracks and an interstate highway.

Note that the Planning Commission recommendation of approval is based on South Carolina Code §6-29-760, that states: "The planning commission shall have a time prescribed in the ordinance, which may not be more than thirty days within which to submit its report…if the planning commission fails to submit a report within the prescribed time period, it is deemed to have approved the change or departure." Due to absences and recusals, Planning Commission was unable to achieve a quorum to act on this item for two months and it is forwarded for Council action.

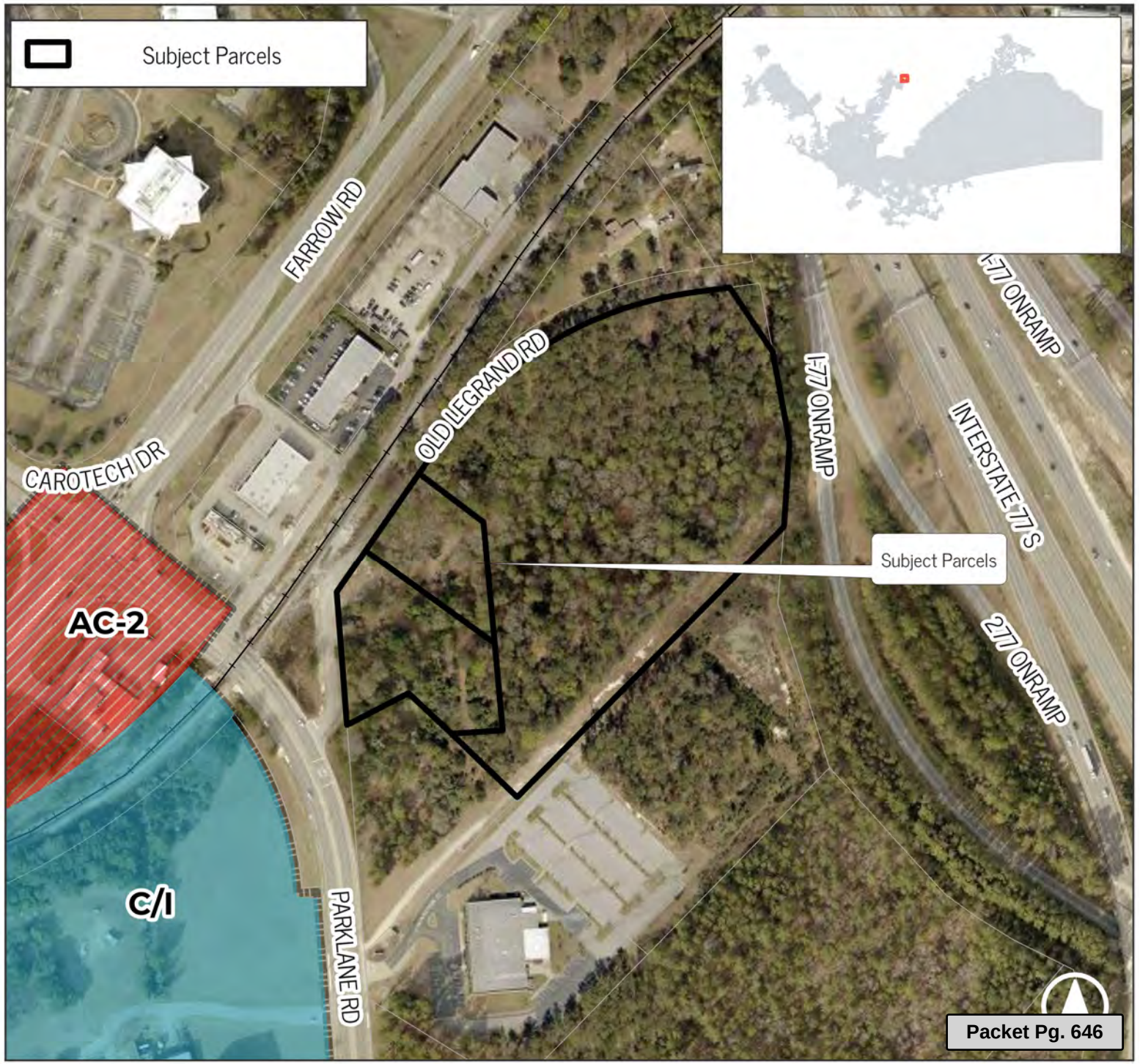

I-77 ONRAMP
PINNACLE POINT CT
PINNACLE POINT DR
INTERSTATE 77 N
EXIT - FARROW RD RAMP
LEGRAND RD
EXIT 19 - FARROW RD RAMP
CAROTECH BLVD
OLD LEGRAND RD
I-77 ONRAMP
Subject Properties
CAROTECH DR
277 ONRAMP
INTERSTATE 77 S
HIGHWAY 277 N
FARROW RD
PARKLANE RD
HIGHWAY 277 S

Future Land Use

8444 Parklane Road; TMS# 17104-02-02, -03, -04
Current Richland Co. Future Land Use: Neighborhood Medium Density w/in a Priority Invest Area
Proposed City Future Land Use: Community Activity Corridor (AC-2)

Legend

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



0 200 400 Feet

Planning & Development Services Department

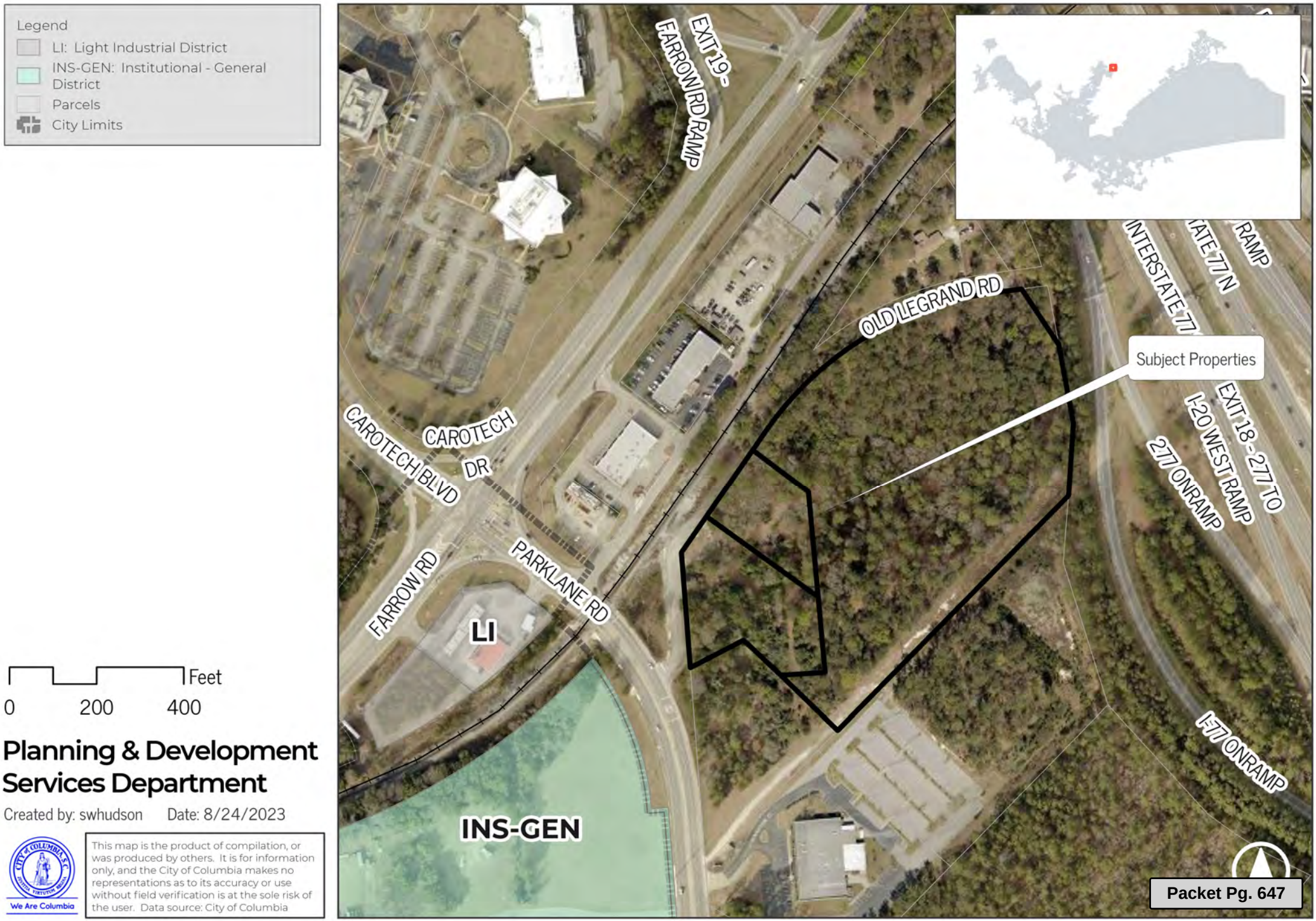
Created by: swhudson Date: 8/24/2023

We Are Columbia

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 at the sole risk of the user. Data source: City of Columbia

Zoning

8444 Parklane Road; TMS# 17104-02-02, -03, -04
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Residential Mixed District (RM-1)



Planning & Development Services Department

Created by: swhudson Date: 8/24/2023

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 at the sole risk of the user. Data source: City of Columbia

Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.

Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.

Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented "leapfrog" development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD,MH,PDD

- Apply for the status of a Certified Local Government (CLG), which is a partnership of local, state, and federal promoting historic preservation as part of local planning and policies.

- Create a community land trust program, providing a mechanism for mitigating the increasing cost and its impact on the cost of affordable housing.

- Develop an Infill Housing program including the compilation of a comprehensive list of all vacant lots within Priority Investment Areas.

- Inventory all key natural and scenic resources in the County.

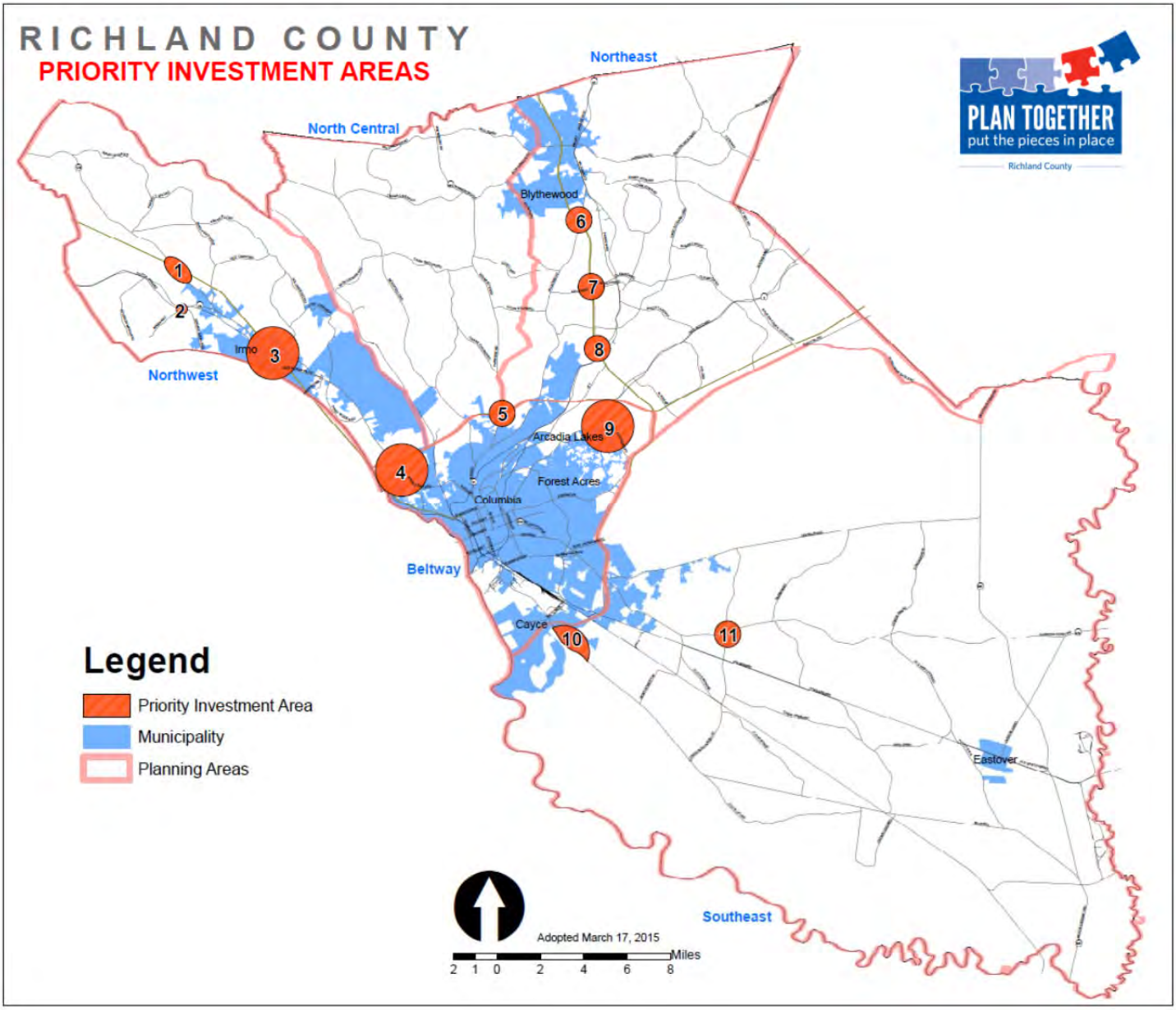
- Create (or assist existing) civic volunteer programs maintaining current parks and greenways.

The Planning Department should coordinate with other County departments ensuring these plans, programs, and studies are completed in a timely manner.

Priority Investment Areas

The Priority Investment Act (ACT) allows local governments to develop market-based incentives and to reduce unnecessary housing regulatory requirements to encourage development of traditional neighborhood designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community redevelopment and future economic development targets.

Richland County has addressed this aspect of the Act by designating 11 priority investment areas in the Future Land Use Map (see Land Use Element). These areas indicate where priority public investments should be focused in future years, and where private investments are encouraged. The map and table on the following pages provide more information on these priority investment areas.


RICHLAND COUNTY
PRIORITY INVESTMENT AREAS
PLAN TOGETHER
put the pieces in place
Richland County
Northeast
North Central
Blythewood
Northwest
Irmo
Arcadia Lakes
Forest Acres
Columbia
Beltway
Cayce
Eastover
Southeast
1
2
3
4
5
6
7
8
9
10
11
Legend
Priority Investment Area
Municipality
Planning Areas
Adopted March 17, 2015
2 1 0 2 4 6 8
Miles

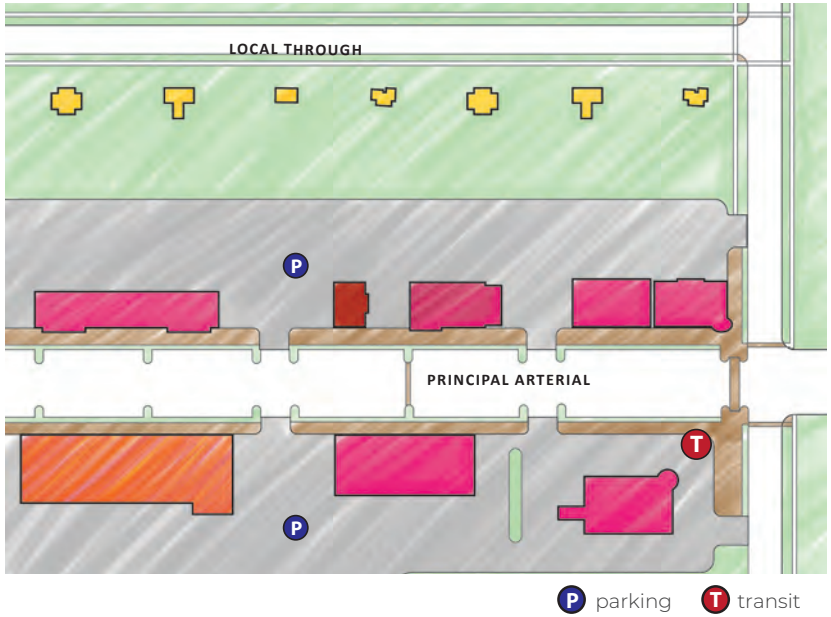
PIA Number Shown on Previous Map	Name and Description	PIA Intent
5	**I-20 Fairfield Road Interchange.** Commercial and industrial node.	This interchange is identified as a Community Activity Center. The area is currently a mix of commercial and industrial uses, and could be redeveloped to include a broader array of uses within a mixed use environment. Investments opportunities include partnering with the City of Columbia to plan for redevelopment of this area, with a focus on the Community Activity Center, and to provide necessary infrastructure to foster redevelopment.
6	**I-77 Wilson Boulevard Interchange**. Industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users. Investments include ensuring that adequate infrastructure is in place to support employment development.
7	**I-77 Killian Road Interchange**. Commercial and industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users, as well as for visiting tourists. This is the location of the planned Richland County water park. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
8	**I-77 Farrow Road Interchange.** Commercial node and located within an Economic Development Corridor with opportunities for redevelopment.	This area is currently developed with a broad range of commercial and industrial uses. Opportunities existing for redeveloping this node to take advantage of the I-77 regional corridor. Investments include ensuring that adequate infrastructure is in place to support employment development, and to develop redevelopment strategies specific to the area.
9	**Decker Boulevard and Two Notch Road.** Regional commercial node with significant redevelopment opportunities. Future regional transit station planned within this area.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Renaissance Plan: Decker Boulevard /Woodfield Park Area Master Plan should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Columbia Place and surrounding commercial areas, and to provide necessary infrastructure investments to foster redevelopment.

Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

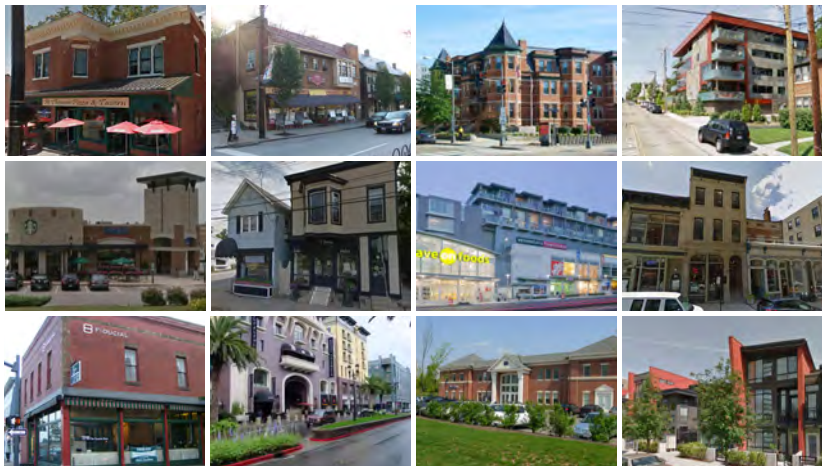
TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT



- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.
- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Proposed Zoning District

RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	40	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work[1]

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility[2]

Day care facility[1]

Library

Place of worship[2]

Public safety facility

Elementary, middle, or high school[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Utility facility, major[2]

Utility facility, minor

Dry cleaning pick-up[1]

Grocery store or food market[2]

Community garden[1]

Crop production and processing[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

From: John Rowe
To: Livengood, Andrew
Subject: [EXTERNAL] Annexation/Rezoning of Property @ Parklane & Old Legrand
Date: Wednesday, September 13, 2023 5:49:19 PM
Attachments: C2-Site.pdf
Richland County Future Land Use Plan - Excerpted amd Annotated.pdf

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

Andrew,

Thanks for your counsel on the annexation and zoning request. If possible, would you mind forwarding the following email to the full Planning Commission?

Dear Planning Commission Members,

Thank you for your consideration of our proposal to annexation and zoned the property on Parklane into the City of Columbia. As you are aware, the staff has recommended the annexation but denial of the request for residential zoning. The basis of their recommended denial is incompatibility with the Richland County Future Land Use Plan and seemingly incompatibility with surrounding uses and proximity to the railroad and interstate. I am writing to you to share with you that we actually believe the use is exactly what the Richland County Land Use planned envisioned and also information on the configuration of the property that is important when considering the railroad and interstate. Please see below:

1. The Seller of this property has permits and has started construction on reconfiguring Old Legrand Rd into a more conventional intersection with Parklane Rd. The road will now not follow the railroad tracks on the left side of the property but will be directed straight into the property. Please see attached plans. In doing so, there will be a huge buffer between the residential subdivision and the railroad tracks which should eliminate any concerns. Additionally, there are already homes that are also located between the railroad and the property/proposed subdivision. With the relocation of the Legrand, the environment changes completely.
2. Regarding the interstate, we are uncertain of the concern. There is housing that is being developed throughout the entire MSA that abut I-20, I-77 and I-26, some of which have been approved by the City of Columbia and are in development.
3. The Richland County Future Land Use Plan establishes this property at Neighborhood (Medium Density) and partially within the Priority Investment Area. Please see the Annotated Richland County Future Land Use Plan with maps included. The map also shows the adjacent areas in the Economic Development Center. We believe that the county would have assigned this property in the Economic Development Center designation if it intended for it to be commercial and light industrial uses. Instead, it was distinctly given a Neighborhood designation.
4. I have attached the full section 12 of the Richland Land Use Plan that addresses Priority Investment Areas. Upon reviewing the entire section, it addresses the need for all types of investment. On the 3rd page of Section 12, there is a specific section, “Priority Investment Area” that states it encourages the “development of traditional neighborhoods designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community

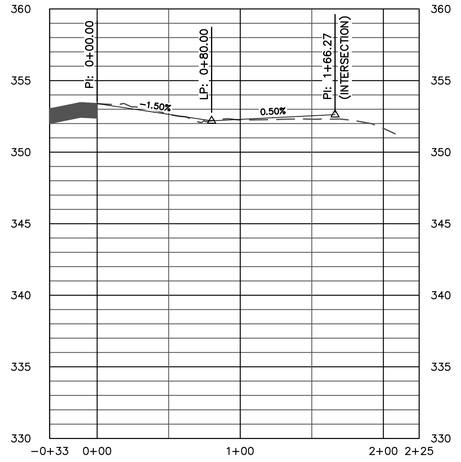
redevelopment and future economic development targets."

Given that the Future Plan Use plan unquestionably classifies this property as residential (when it could have easily been assigned Economic Development Center), since the Priority Investment Area as defined was also intended for residential development, and when considering the reconfiguration of Legrand Rd, we respectively request the Planning Commission to consider our original zoning request despite the staff's recommendation for denial. Please let me know if we can answer any questions.

Respectfully,

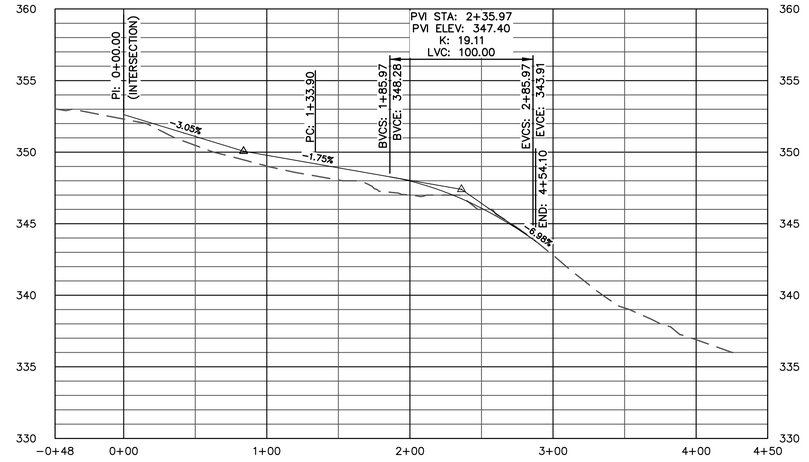
John Rowe
Entitlements Manager
Haven Communities
(803)724-8332

NOTES:
1. BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY STEADMAN AND ASSOCIATES, INC., IN DIGITAL FORMAT. SUPPEMENTAL TOPOGRAPHIC INFORMATION PROVIDED BY ASSOCIATED E&S INC., IN DIGITAL FORMAT.
2. ALL ELEVATIONS ARE BASED ON MEAN SEA LEVEL MSL DATUM.



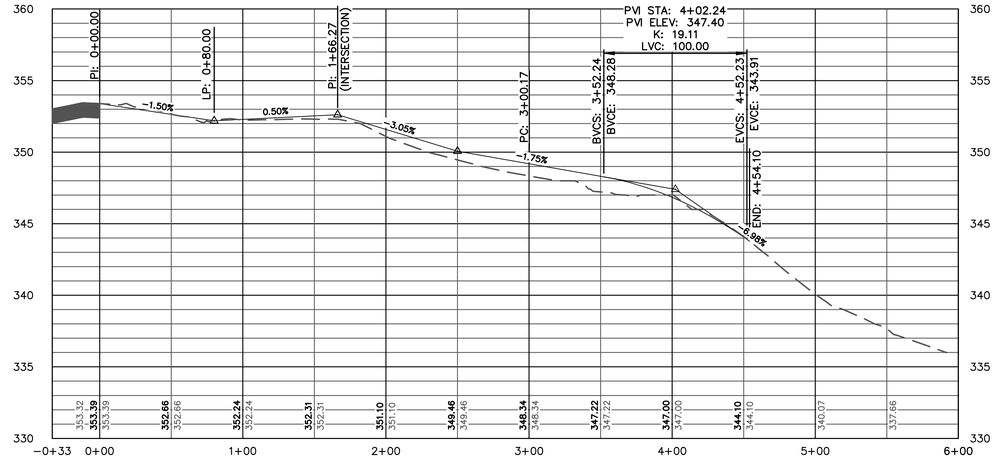
36' WIDE ROAD CENTERLINE PROFILE

SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'



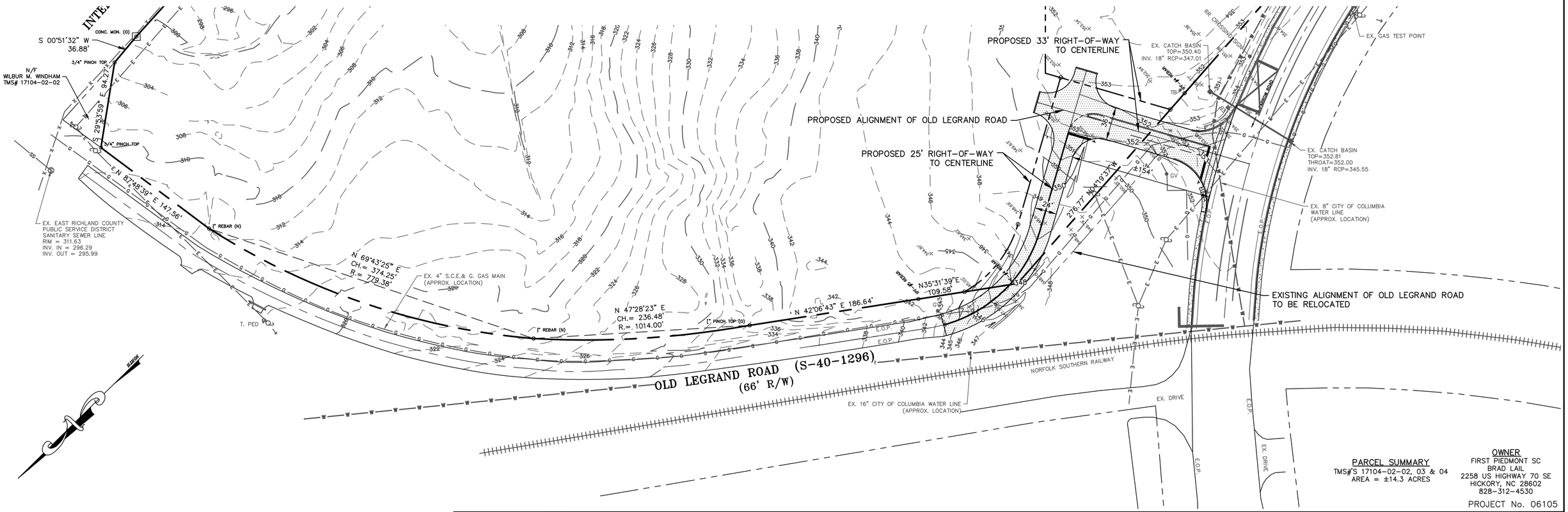
24' WIDE ROAD CENTERLINE PROFILE

SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'



ROAD CENTERLINE PROFILE – DESIGN

SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

PARCEL SUMMARY
TMS#'S 17104-02-02, 03 & 04
AREA = ±14.3 ACRES

OWNER
FIRST PIEDMONT SC
BRAD LAIL
2258 US HIGHWAY 70 SE
HICKORY, NC 28602
828-312-4530

PROJECT No. 06105

PRELIMINARY

HERITAGE ENGINEERING INC.
10719 WILSON BLVD. • P.O. BOX 923 • BLYTHEWOOD, S.C. 29016
(803) 714-9632 OFFICE • (855) 787-9289 FAX

REVISIONS

NO.	DATE	DESCRIPTION

SITE PLAN & ROAD PROFILES

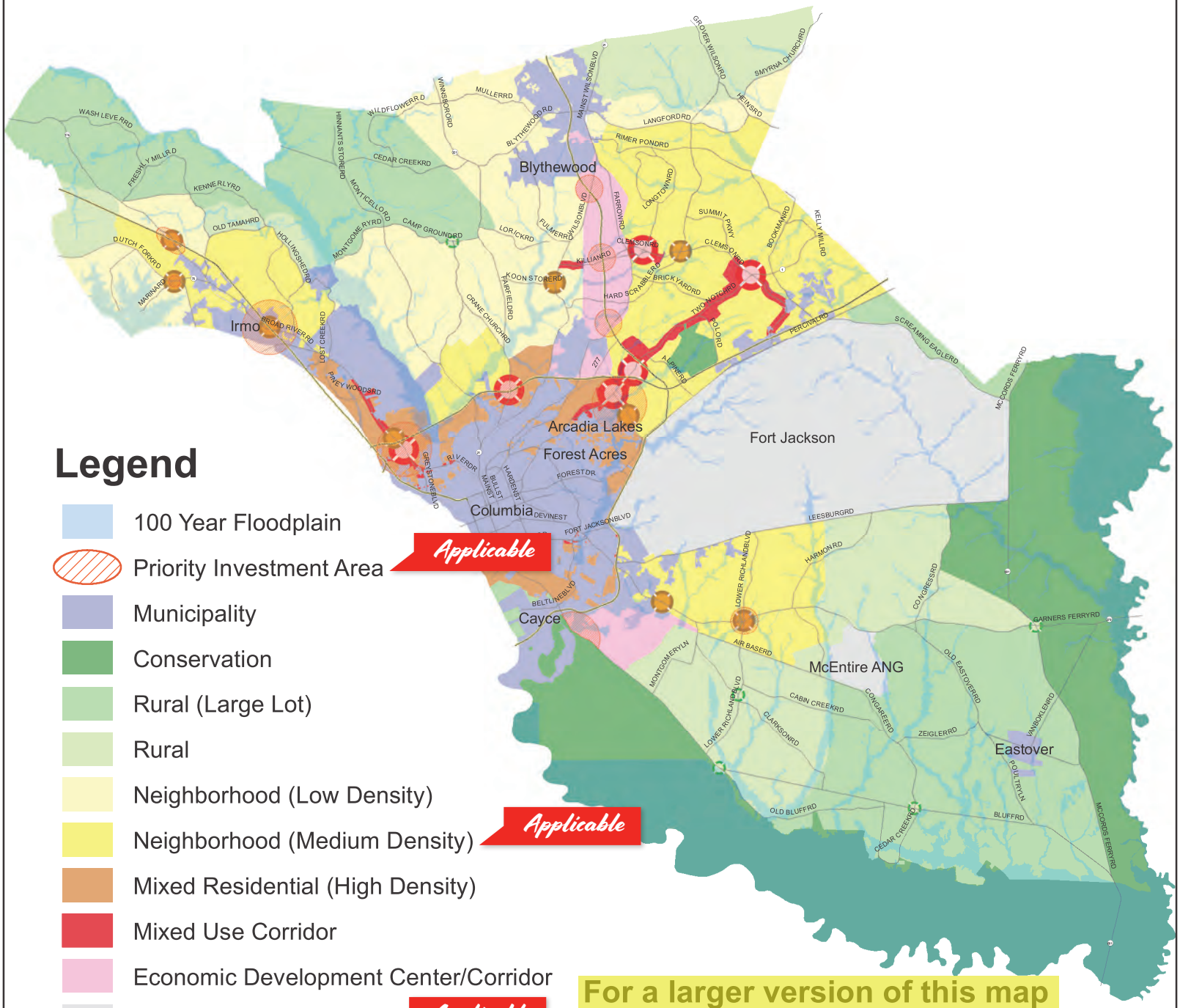
PREPARED FOR
FIRST PIEDMONT SC
NEAR THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA

DATE: JULY 7, 2020 | SCALE: 1" = 50' | SHEET C2 OF X

RICHLAND COUNTY

FUTURE LAND USE & PRIORITY INVESTMENT AREAS

PLAN TOGETHER
put the pieces in place
Richland County



Legend

- 100 Year Floodplain
- Priority Investment Area
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation

Activity Center

- Community Activity Center
- Neighborhood Activity Center
- Rural Activity Center

For a larger version of this map refer to Appendix C

For more information on Priority Investment Areas refer to the Priority Investment Area Map in Section 12.

Miles

0 1 2 4 6 8 10 12 14 16 18 20

Adopte

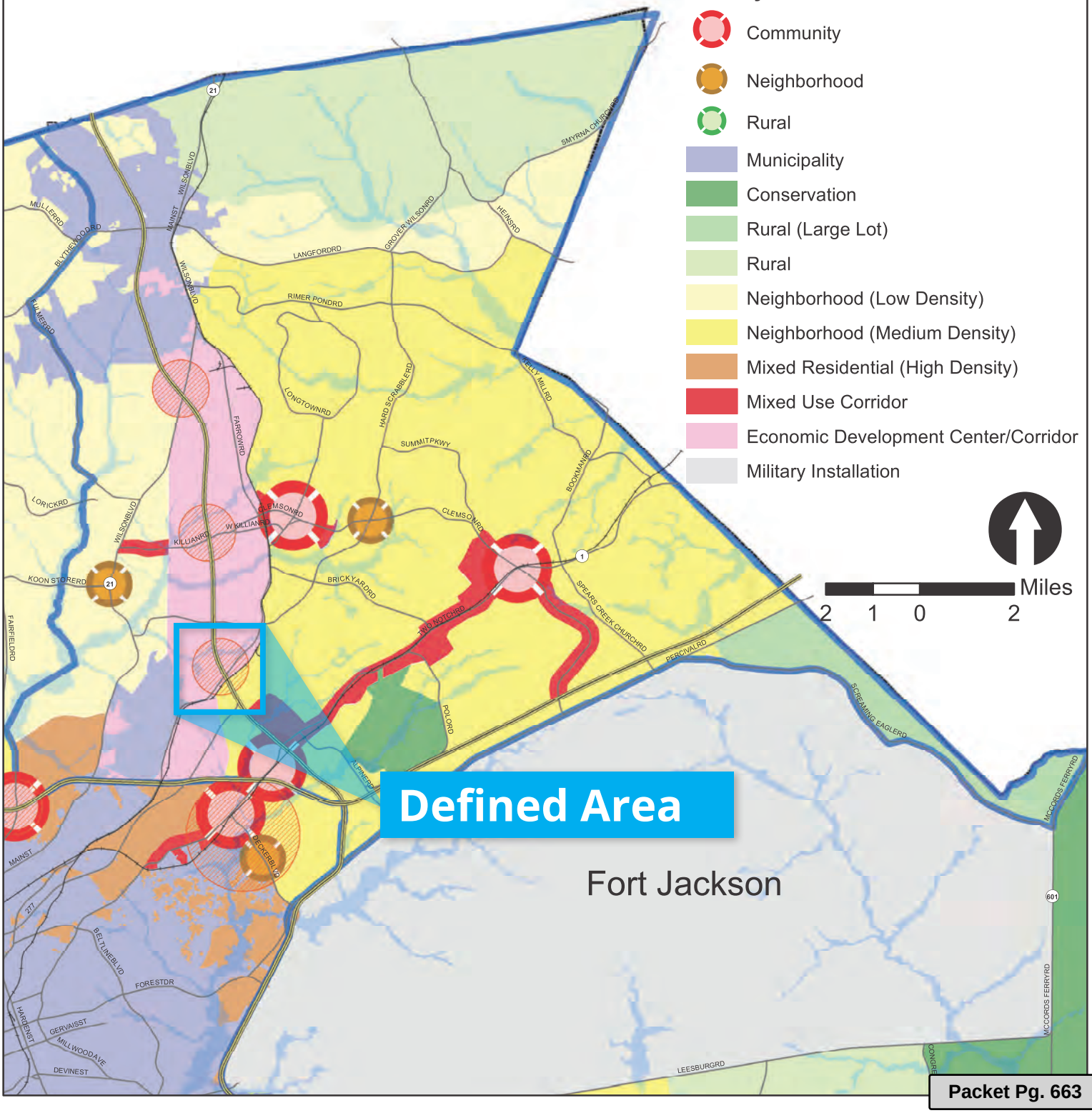
NORTHEAST PLANNING AREA

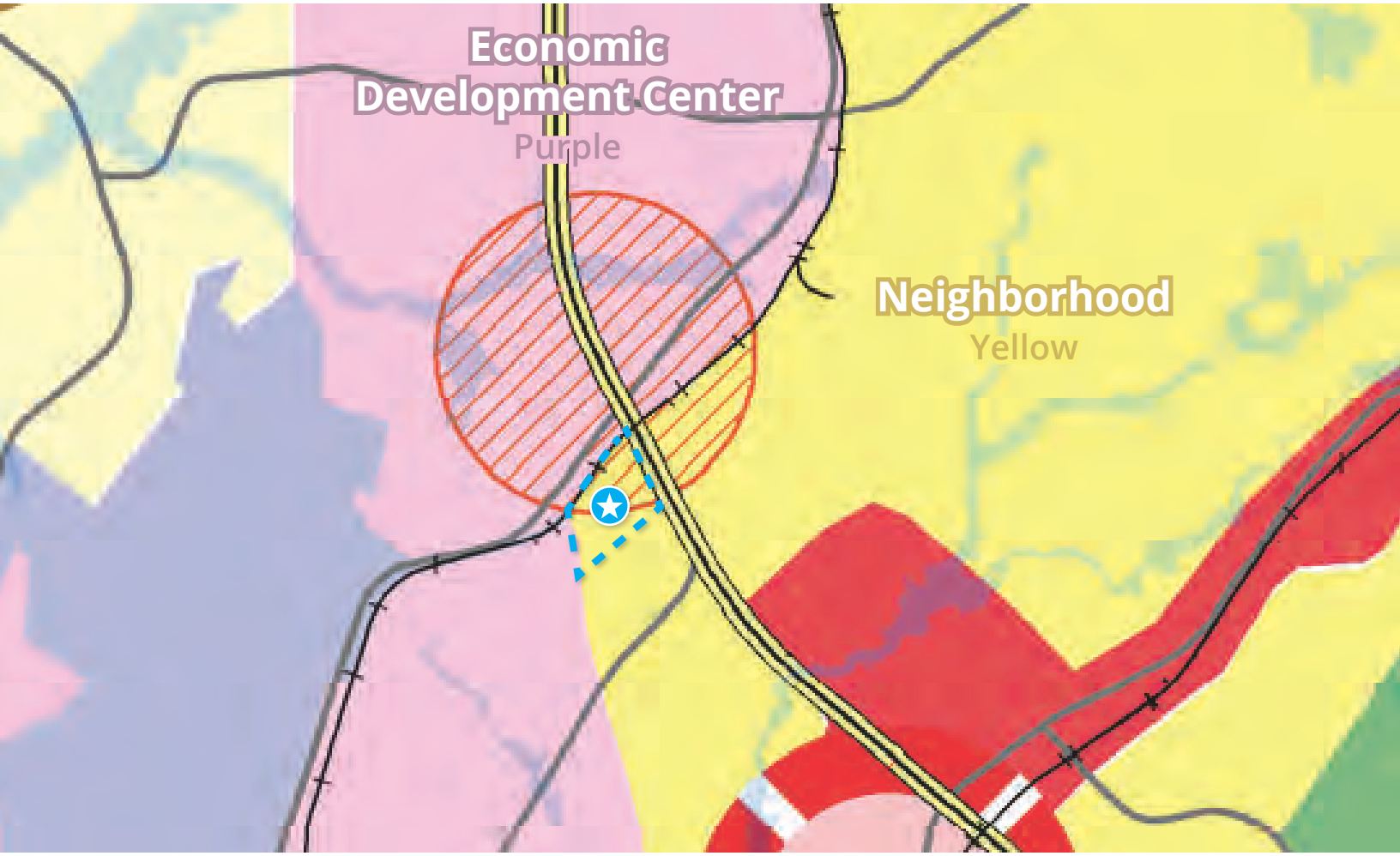
FUTURE LAND USE & PRIORITY INVESTMENT AREAS

PLAN TOGETHER
put the pieces in place
Richland County

For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015





Subject Property

- Within “Neighborhood” classification
- Partially within “Priority Investment Area”

12. Priority Investment Element

The Priority Investment Element is a comprehensive plan element created by the Priority Investment Act ("Act"), a 2007 amendment to the South Carolina Local Government Comprehensive Planning Enabling Act. The priority investment element is intended to identify available public funding for public infrastructure and facilities over the next ten years and prioritize projects that should be funded. It also requires the coordination of most adjacent and relevant jurisdictions and agencies with regard to public infrastructure plans and projects.

Developing the Priority Investment Element

This Priority Investment Element is coordinated with the County's FY 2015-2024 Capital Improvement Program, the 2013-2019 Transportation Improvement Program (TIP), the Annual Budget Report, and the Land Use Element of the Comprehensive Plan. For additional data and information on the following topics, please refer to the Comprehensive Plan Appendix A.

Planning Jurisdiction

Plans, programs, policies, and capital projects recommended in this Priority Investment Element address needs highlighted throughout the Comprehensive Plan for unincorporated areas of

the County, as well as County departments delivering services to all residents of Richland County (i.e., both City and County residents).

Funding and Revenue Sources

Several revenue sources and funding mechanisms are available to Richland County for financing the planning, purchase, construction, and maintenance of recommended projects. Sources of funding are identified in Appendix A of the Comprehensive Plan in the Priority Investment Chapter. These sources of funding include both general fund and special revenue funds. These monies may be in existence at the time of project implementation or sought through appropriate processes regulated by the South Carolina Code of Laws.

Capital and Operating Expenses

Capital Improvement Needs

The Capital Improvement Plan Table in Appendix A identifies the capital projects included in the County's FY 2015-2024 Capital Improvement Plan that address future capital needs for public facilities and/or services the County operates and has maintenance responsibility. These projects, plus improvements by other governmental entities charged with operation and maintenance of certain infrastructure within the County, are being undertaken to better the meet the expected needs of future residents of Richland County.

Linkage to CIP & Annual Capital Budget

The Priority Investment Element is an organizing document that should be referenced by the County when creating the Capital Improvement Plan (CIP). The PIE provides the "wish list" of candidate capital projects identified by County departments as necessary for maintaining or improving current levels of service.

Planning level cost estimates are provided for each identified project. The CIP includes estimated costs for projects through completion of project implementation. Projects are prioritized and revenue sources are identified. While the ten year schedule of capital projects must be updated at a minimum of every five years, the CIP may be updated much more frequently to reflect progress.

Recommended Plans, Programs, and Studies

The focus of the Priority Investment Element is capital improvements. However, several plans, programs, and studies were recommended in the comprehensive plan in addition to the list of capital projects. The importance of these planning initiatives is highlighted because they may precede future capital projects. Below is a list of plans, programs, and studies recommended in the Comprehensive Plan.

- Conduct a real estate market analysis to determine the feasibility of implementing a transfer of development rights program in Richland County.

- Apply for the status of a Certified Local Government (CLG), which is a partnership of local, state, and federal promoting historic preservation as part of local planning and policies.

- Create a community land trust program, providing a mechanism for mitigating the increasing cost and its impact on the cost of affordable housing.

- Develop an Infill Housing program including the compilation of a comprehensive list of all vacant lots within Priority Investment Areas.

- Inventory all key natural and scenic resources in the County.

- Create (or assist existing) civic volunteer programs maintaining current parks and greenways.

The Planning Department should coordinate with other County departments ensuring these plans, programs, and studies are completed in a timely manner.

Priority Investment Areas

The Priority Investment Act (ACT) allows local governments to develop market-based incentives and to reduce unnecessary housing regulatory requirements to encourage development of traditional neighborhood designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community redevelopment and future economic development targets.

Applicable

Richland County has addressed this aspect of the Act by designating 11 priority investment areas in the Future Land Use Map (see Land Use Element). These areas indicate where priority public investments should be focused in future years, and where private investments are encouraged. The map and table on the following pages provide more information on these priority investment areas.

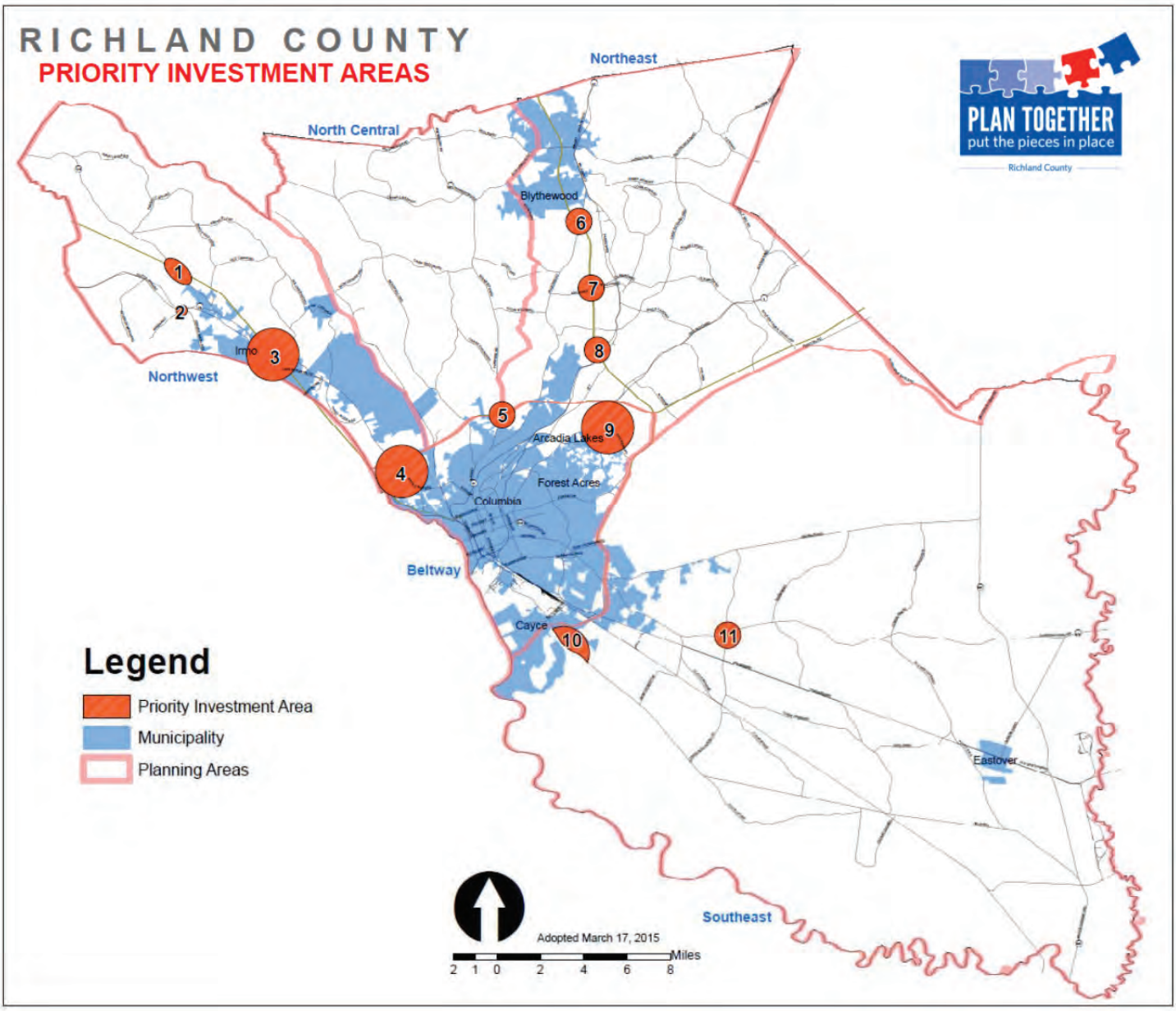

RICHLAND COUNTY
PRIORITY INVESTMENT AREAS
PLAN TOGETHER
put the pieces in place
Richland County
Northeast
North Central
Blythewood
Northwest
Irmo
Arcadia Lakes
Forest Acres
Columbia
Beltway
Cayce
Eastover
Southeast
1
2
3
4
5
6
7
8
9
10
11
Legend
Priority Investment Area
Municipality
Planning Areas
Adopted March 17, 2015
Miles
2 1 0 2 4 6 8

Table 1. Priority Investment Areas

PIA Number Shown on Previous Map	Name and Description	PIA Intent
1	**I-26 Broad River Road (north) Interchange.** Small commercial node in Northwestern Richland County.	This area presents opportunities to provide neighborhood scale commercial for surrounding residences to reduce vehicle miles traveled and provide convenient access to daily needed goods and services. A Neighborhood Activity Center is located in this area. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.
2	**Ballentine at Dutch Fork Road, Marina Road, and Broad River Road.** Commercial node in Northwestern Richland County.	Area has existing commercial development, and is identified as a Neighborhood Activity Center. The intent is to provide neighborhood serving commercial uses, but to limit development to neighborhood serving uses to ensure safe and efficient traffic flow from surrounding neighborhoods. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.
3	**I-26 Broad River Road (south) Interchange.** Commercial node that is planned to be the location of a future regional transit station.	This area has been identified as the potential location for a future transit station. Opportunities to create transit-oriented developments through the redevelopment of aging commercial centers is encouraged. Investment opportunities include partnering with the City of Irmo to foster redevelopment within the corridor, and to develop master plans for future transit station development.
4	**Broad River and Bush River.** Larger commercial corridor with opportunities for redevelopment. Future regional transit station planned for just south of PIA.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Broad River Neighborhood and Corridor Master Plans should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Dutch Square Mall and St. Andrews areas, and to provide necessary infrastructure investments to foster redevelopment.

PIA Number Shown on Previous Map	Name and Description	PIA Intent
5	**I-20 Fairfield Road Interchange.** Commercial and industrial node.	This interchange is identified as a Community Activity Center. The area is currently a mix of commercial and industrial uses, and could be redeveloped to include a broader array of uses within a mixed use environment. Investments opportunities include partnering with the City of Columbia to plan for redevelopment of this area, with a focus on the Community Activity Center, and to provide necessary infrastructure to foster redevelopment.
6	**I-77 Wilson Boulevard Interchange**. Industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users. Investments include ensuring that adequate infrastructure is in place to support employment development.
7	**I-77 Killian Road Interchange**. Commercial and industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users, as well as for visiting tourists. This is the location of the planned Richland County water park. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
8	**I-77 Farrow Road Interchange.** Commercial node and located within an Economic Development Corridor with opportunities for redevelopment.	This area is currently developed with a broad range of commercial and industrial uses. Opportunities existing for redeveloping this node to take advantage of the I-77 regional corridor. Investments include ensuring that adequate infrastructure is in place to support employment development, and to develop redevelopment strategies specific to the area.
9	**Decker Boulevard and Two Notch Road.** Regional commercial node with significant redevelopment opportunities. Future regional transit station planned within this area.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Renaissance Plan: Decker Boulevard /Woodfield Park Area Master Plan should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Columbia Place and surrounding commercial areas, and to provide necessary infrastructure investments to foster redevelopment.

PIA Number Shown on Previous Map	Name and Description	PIA Intent
10	**I-77 Bluff Road Near Interchange.** Industrial node located within an Economic Development Corridor.	Located at the southern border of the City of Columbia and Cayce, this area is identified as strategic economic opportunity. Current activities include planning for development of a Richland County Sports Arena. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
11	**Lower Richland Boulevard and Garners Ferry Road**. Southeast Richland Neighborhood Master Plan area carried forward in recently adopted Lower Richland Community Strategic Master Plan.	Located within Lower Richland County, this site is an important crossroads in the community. Prior planning efforts identified opportunities to redevelop this area using a Village Center approach. County investments include ensuring that adequate infrastructure is in place to support future redevelopment efforts.

Additional Priority Investment Opportunities

Beyond the Priority Investment Areas listed on the map, there are other strategic investment opportunities that the County should consider when developing annual Capital Improvement Plans. These include:

Farm to Market Facility in Lower Richland
Identification of an appropriate area in Lower Richland for developing a "Farm to Market" center that can assist local farmers in preparing and selling their products to the residents of the County is an important opportunity. This is a business investment and a workforce development opportunity that could bring much exposure and focus on the benefits of farming in the community.

Redevelopment of Downtown Eastover
The heart of Lower Richland County is the small town of Eastover. This community struggles to maintain vibrancy as the focus for new development occurs several miles away to the north. However the community is rich with opportunities for economic development. This community is the closest town to the Congaree National Park that serves thousands of visitors annually. Richland County has an opportunity to partner with leaders in Lower Richland and Eastover to identify opportunities to assist with efforts to redevelop and revitalize downtown Eastover. A unique opportunity underway is redevelopment of an original bank building, shown in the image below. Investment opportunities could include façade grants, infrastructure and streetscape improvements, and signage.

Intergovernmental Coordination

Through this Comprehensive Plan update, Richland County has taken great strides to manage growth and development in the County over the next 20 years. For these goals to reach fruition, however, it is important for the County to recognize many other stakeholders influence and are influenced by the growth and development decisions made in Richland County.

Many partnerships have already been forged ensuring that adequate capacity is available to serve future development. Richland County has interlocal agreements in place with public and private providers for the provision of water and sewer. The County also has a unified fire service agreement with the City of Columbia for fire protection.

Going forward, the County will strengthen coordination among County departments as well as between the County and outside agencies and jurisdictions. One of the County's goals, listed in the Community Facilities Element, is ensuring equitable distribution of community services and resources among all areas. Many of the strategies for achieving this goal involve strengthening intergovernmental coordination among partnering agencies and jurisdictions.

Under the new Priority Investment Act (ACT), the County must coordinate with adjacent and relevant jurisdictions and agencies before recommending projects for public expenditure. Below is a list of those jurisdictions and agencies that will be coordinated with, many of which were provided the opportunity to review and comment on the Comprehensive Plan.

CITIES/TOWNS

- City of Columbia
- City of West Columbia
- Town of Irmo
- Town of Blythewood
- Town of Forest Acres
- Town of Eastover
- Town of Cayce
- Town of Arcadia Lakes

TOWN OF ARCADIA LAKESCOUNTIES

- Newberry County
- Fairfield County
- Kershaw County
- Sumter County
- Lexington County
- Calhoun County

SCHOOL DISTRICTS

- Richland County School District One
- Richland County School District Two

- School District Five of Lexington and Richland Counties

UTILITY PROVIDERS

- East Richland Public Sewer District
- Alpine Utilities
- Bush River Utilities, Inc.
- Carolina Water Service
- Palmetto Utilities
- City of Columbia Public Works Department
- Richland County Public Works Department

MILITARY INSTALLATIONS

- Fort Jackson
- McCrady Training Center
- McEntire Air National Guard

OTHER COUNTY DEPARTMENTS

- Richland County Recreation Commission
- Richland County Sheriff's Department
- Richland County Finance Department
- Richland County Fire Department

STATE AGENCIES

- S.C. Department of Health and Environmental Control (DHEC)
- S.C. Department of Transportation (SC DOT)

REGIONAL AGENCIES

- Central Midlands Council of Government
- Central Midlands Transit (The COMET)

These agencies and jurisdictions were provided draft copies of the Richland County Comprehensive Plan for review and comment. All comments were taken into consideration before finalizing the Priority Investment Element.

Goals and Implementation Strategies

To achieve maximum efficiency of service delivery, Richland County's priority investment goals are…

PI Goal #1: To strengthen intergovernmental coordination and to improve the quality and timeliness of information shared between jurisdictions, reducing duplication and improving efficiency

PI Strategy 1.1: Distribute updated comprehensive plan

Provide a copy of the updated comprehensive plan to all partner agencies and jurisdictions operating in the Midlands region.

PI Strategy 1.2: Review plans

Request that all relevant agencies and jurisdictions make their strategic plans available for review and comment by the Planning Department.

PI Strategy 1.3: Share information affecting areas of common interest

The County should develop formal memoranda of understanding with Columbia, and potentially other jurisdictions to share information on development proposals that occur within areas of common interest along jurisdictional lines. This could also include a formal opportunity for the County and the City to provide comments during public review of developments in these areas. It could also include the application of the other jurisdiction's development standards where appropriate.

PI Strategy 1.4: Develop program initiatives

Each department shall develop a future service plan and program initiatives reflecting current policy directives, projected resources, and future service requirements.

PI Strategy 1.5: Assembly of Governments

As referred to in Land Use Strategy 9.2, the County should take leadership in establishing an Assembly of Governments that could bring together elected officials, management staff, and directors of all jurisdictions and utility providers operating in the region to coordinate long-range economic development, land use planning, and infrastructure projects.

PI Goal #2: To manage the County's debt efficiently ensuring the long-term financial health of the County

PI Strategy 2.1: Financial policies

The Finance Department will review financial policies annually and recommend any appropriate changes during the budget process.

PI Strategy 2.2: Bond rating

Maintain, and if possible, improve the County's current bond rating.

PI Strategy 2.3: Future operating costs

Require every project proposed for financing through General Obligation debt be accompanied by a full analysis of the future operating costs associated with the project.

PI Strategy 2.4: County debt policies

Require every future bond issue proposal include an analysis that shows how the new issue combined with current debt impacts the County's debt capacity and conformance with County debt policies.

PI Strategy 2.5: Debt financing

Ensure that debt financing does not exceed the useful life of the infrastructure improvement with the average (weighted) bond maturities at or below ten years.

PI Strategy 2.6: Debt payments

Debt payments shall not extend beyond the estimated useful life of the project being financed.

PI Strategy 2.7: Use of long-term debt

The County should not use long-term debt to finance current operations. Long-term debt will be confined to capital improvements or similar projects with an extended life when it is not practical to finance from current revenues.

PI Strategy 2.8: Debt service fund balance

All County debt service fund balances shall maintain a level covering 18 months of required expenditures to service debt.

PI Strategy 2.9: Ratio of assets to liabilities

Maintain a ratio of current assets to current liabilities of at least 2/1 ensuring the County's ability to pay short-term obligations.

PI Strategy 2.10: Schedule of funds

Prepare a schedule of funds required meeting bond principal and interest requirements for the ensuing year and including the schedule in the budget process.

PI Goal #3: To provide adequate public facilities and services in a fiscally prudent manner

PI Strategy 3.1: Capital Improvement Plan

Provide capital improvements in accordance with the Ten-Year Capital Improvements Program (CIP).

PI Strategy 3.2: Annual update to the CIP

Review and update the CIP annually.

PI Strategy 3.3: Public facilities expenditures

Concentrate County public facilities expenditures in Priority Investment Areas identified on the County's Future Land Use Map.

PI Strategy 3.4: Prioritize capital projects

Designate a cross-departmental team for review and prioritizing proposed capital projects ensuring accurate costing estimates and overall consistency with County goals and objectives.

PI Strategy 3.5: Additional financing

Investigate additional financing mechanisms available to the County, focusing on mechanisms requiring future growth and development to pay its proportionate share of the costs of providing facilities and services.

PI Strategy 3.6: Process for reviewing candidate projects

Establish a formal process (completed annually) to identify and review candidate capital projects and capital improvement needs for inclusion in the CIP.

PI Strategy 3.7: Review programs

Undertake a review of County programs to determine if they meet intended program objectives and are allocating funding efficiently.

PI Strategy 3.8: General funds for capital projects

Establish a policy requiring a certain percentage of the General Fund be spent on capital projects.

PI Strategy 3.9: Bond Review Committee

Require all capital projects go before the Bond Review Committee before approval.

PI Strategy 3.10: CIP Process

Strengthen CIP process by requiring departments, agencies, and jurisdictions submit and defend a list of project needs and associated costs (capital and operating) during a specified time. Any projects submitted outside this timeframe shall not be brought before Council for budgeting consideration.

PI Strategy 3.11: Adequate Public Facilities Ordinance

Work with local developers and utility providers to develop and adopt an Adequate Public Facilities Ordinance.

PI Strategy 3.12: Development Agreement Ordinance

Adopt a Development Agreement Ordinance in compliance with the requirements of Chapter 6-31-10, et. seq., SC Code of Laws.

PI Strategy 3.13: Transportation Impact Fee Ordinance

Work with local developers and the South Carolina Department of Transportation to adopt a transportation impact fee ordinance, if feasible, in compliance with Chapter 6-1-910, et. seq., SC Code of Laws.

PI Strategy 3.14: Annexation agreements

Actively pursue state legislation encouraging annexation agreements with the County's municipalities to the purpose of planning for future growth and improving delivery of future public services.

ORDINANCE NO.: 2023-120

Annexing 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old Legrand Road, Richland County TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 9.28 acres E/S Parklane Road, 8444 Parklane Road and 1.02 acre E/S Old Legrand Road and TMS #17104-02-02, TMS #17104-02-03 and TMS #17104-02-04 containing 12.13 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

LEGAL DEPARTMENT DRAFT

3. This property shall be apportioned to City Council District #1, Census Tract 113.03, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning of Residential Mixed District (RM-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS Nos.: 17104-02-02, 17104-02-03 and 17104-02-04

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

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Last revised: 9/19/2023

23018458

ORDINANCE NO.: 2023-120
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and designated as T.M.S. No. 17104-02-02 containing 11.2641 acres, T.M.S. No. 17104-02-03 containing 1.9750 acres, and T.M.S. No. 17104-02-04 containing 1.0220 acres on plat of Property Surveyed for First Piedmont SC, LLC prepared by Steadman & Associates, Inc. dated September 17, 2007, recorded in the Office of the Register of Deeds for Richland County in Book 1363 at Page 1700, said property having such courses, metes, measurements, and boundaries as shown on the aforesaid plat, which plat is incorporated herein by reference.

LESS AND EXCEPT:

All that certain piece, parcel or tract of land lying and situated in Richland County, near the City of Columbia, State of South Carolina, containing 2.13 acre, more or less, and being shown on an ALTA/NSPS Land Title Survey prepared for AllSouth Federal Credit Union by Associated E & S, Inc., dated May 5, 2020, last revised November 18, 2020, and recorded in the Richland County Register of Deeds Office in Record Book 2574, Page 1363, and having the following metes and bounds, to-wit:

Beginning at an iron pin located near the southeastern intersection of the right-of-way of Old LeGrand Road and Parklane Road, shown as P.O.B., thence running along land now or formerly First Piedmont SC, LLC, N60°38'04"E for a distance of 132.73' to an iron pin; thence N60°38'04"E for a distance of 9.32' to an iron pin; thence turning and continuing along lands now or formerly First Piedmont SC, LLC, S45°34'04"E for a distance of 296.63' to an iron pin; thence turning and running along lands now or formerly The Brook, S44°25 '41"W for a distance of 430.97' to an iron pin on the eastern right-of-way of Parklane Road; thence turning and running along the eastern right-of-way of Parklane Road, N04°20'51"W for a distance of 423.35' to an iron pin; thence N04°26'45"W for a distance of 23.70' to the point of beginning. Said tract containing 2.13 acres, more or less.

LEGAL DEPARTMENT DRAFT

M E M O R A N D U M

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 25, 2023

RE: **Property Address:** 9.28 acres E/S Parklane Road, 8444 Parklane Road, and 1.02 acre E/S Old LeGrand Road
Richland County TMS#: 17104-02-02, 17104-02-03, 17104-02-04
Owner(s): First Piedmont SC, LLC / Haven Communities
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density), a portion within a Priority Investment Area
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Residential Mixed District (RM-1)
Reason for Annexation: Municipal Services; Long Range Area
City Council District: 1
Census Tract: 113.03

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 **September 14, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Todd Beiers, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Planning Administrator
Brandon Burnette, Development Center Administrator

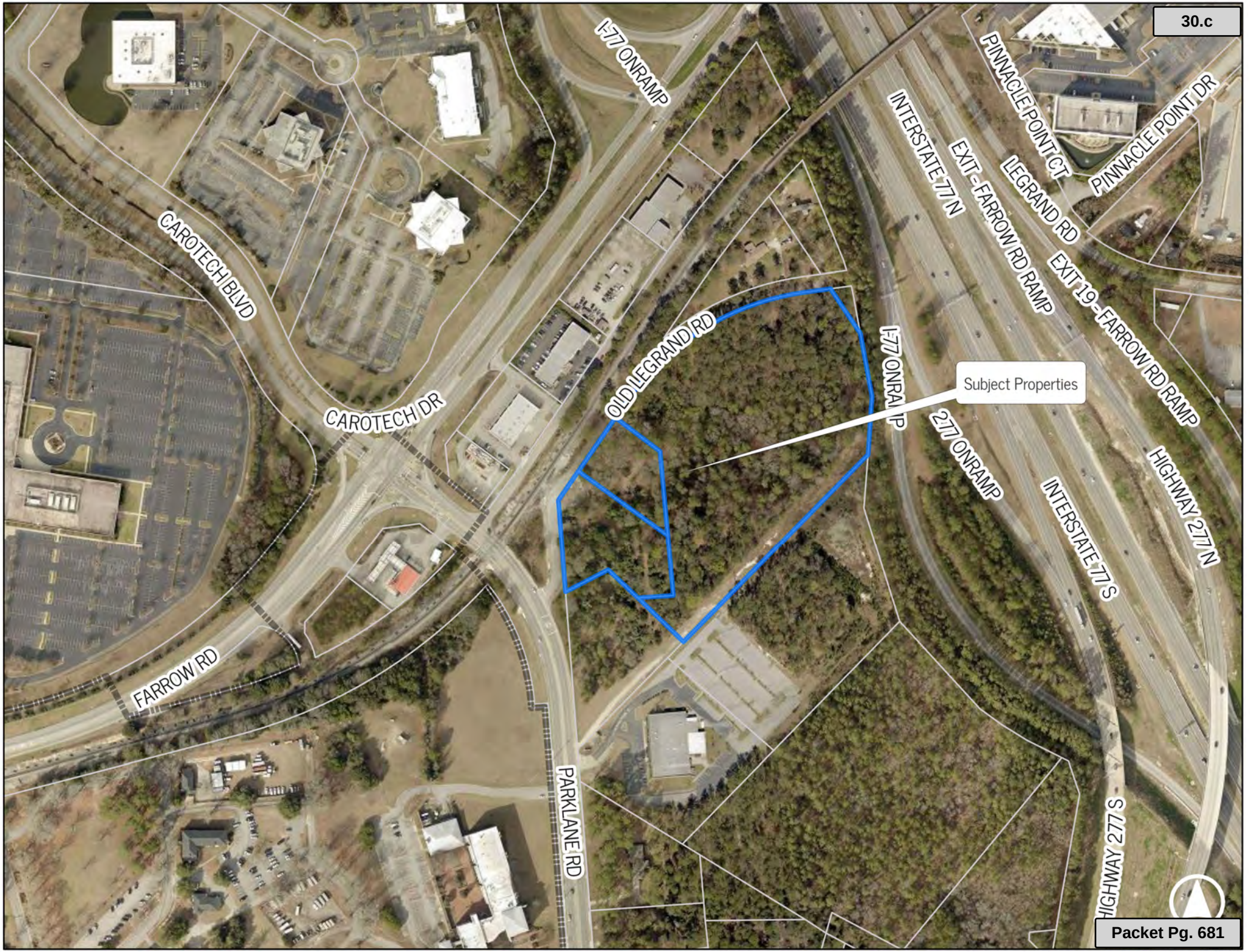
Planning Commission Land Use Recommendation:_____(Land Use classification) by____-____.

on _____(mm/dd/yyyy).

Planning Commission Zoning Recommendation:_____(Zoning classification) by_____-_____.

on _____(mm/dd/yyyy).

_____
(Signature of Annexation Coordinator)

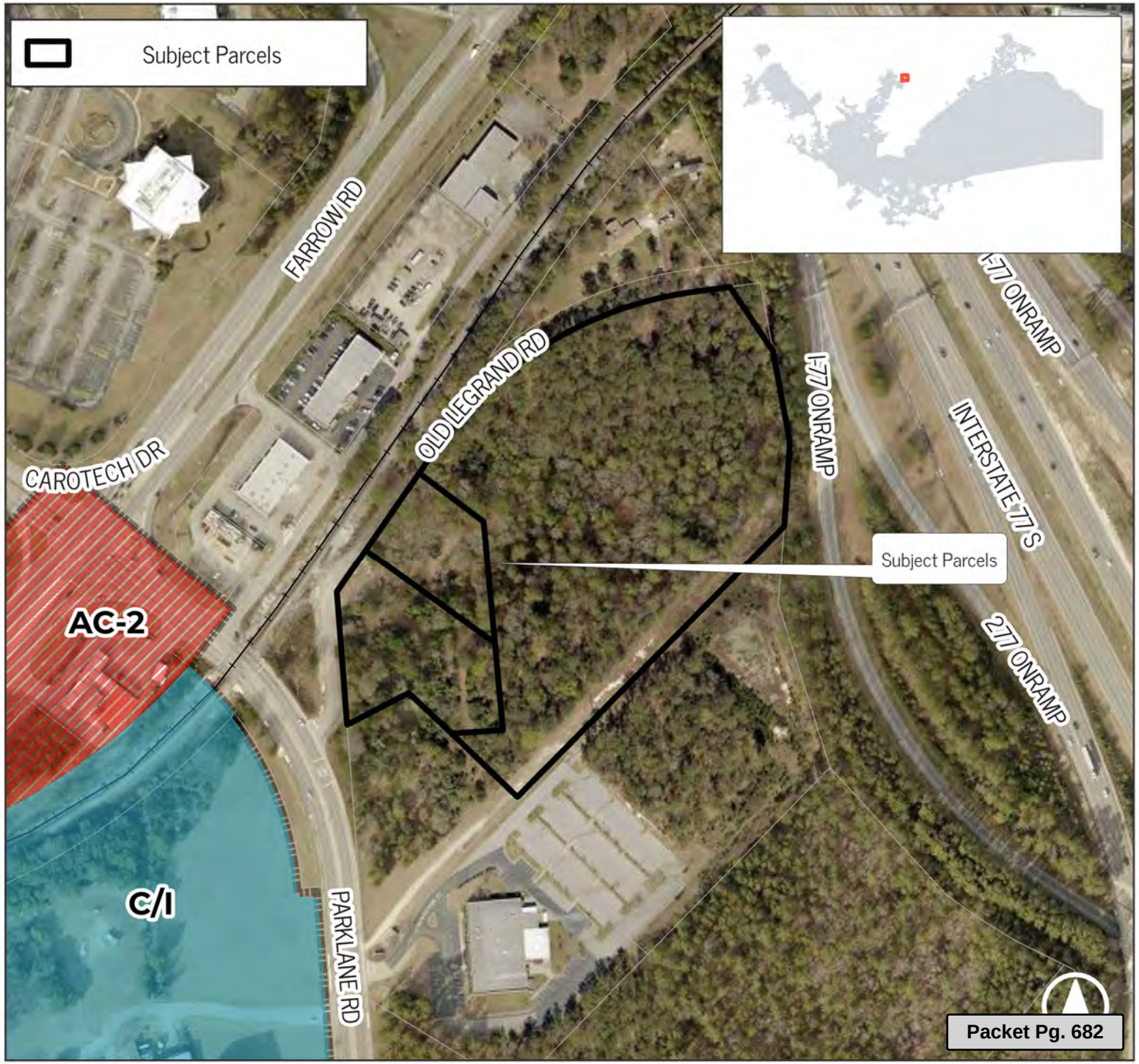

I-77 ONRAMP
PINNACLE POINT CT
PINNACLE POINT DR
INTERSTATE 77 N
EXIT - FARROW RD RAMP
LEGRAND RD
EXIT 19 - FARROW RD RAMP
CAROTECH BLVD
OLD LEGRAND RD
I-77 ONRAMP
Subject Properties
CAROTECH DR
277 ONRAMP
INTERSTATE 77 S
HIGHWAY 277 N
FARROW RD
PARKLANE RD
HIGHWAY 277 S

Future Land Use

8444 Parklane Road; TMS# 17104-02-02, -03, -04
Current Richland Co. Future Land Use: Neighborhood Medium Density w/in a Priority Invest Area
Proposed City Future Land Use: Community Activity Corridor (AC-2)

Legend

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



0 200 400 Feet

Planning & Development Services Department

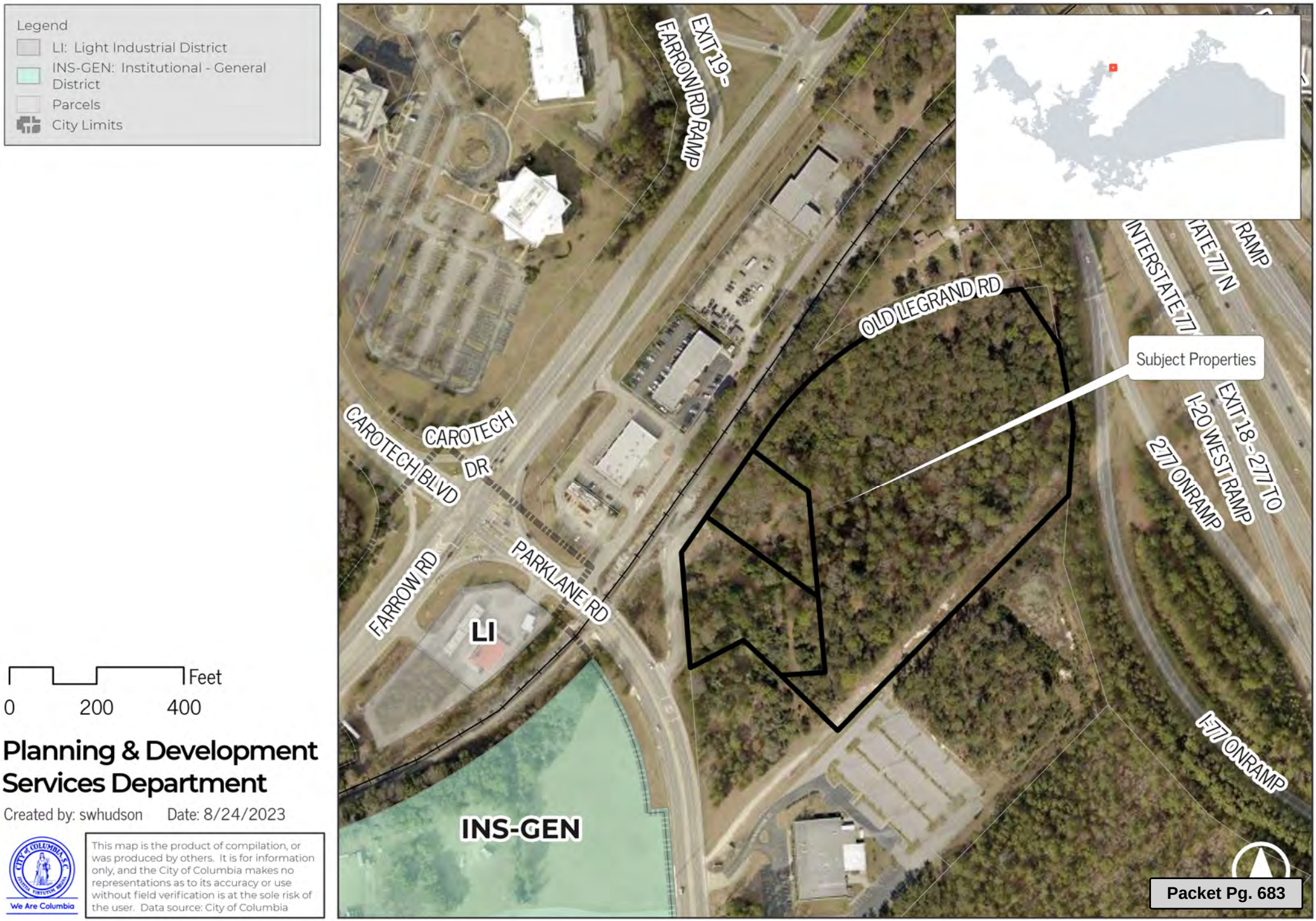
Created by: swhudson Date: 8/24/2023

We Are Columbia

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 at the sole risk of the user. Data source: City of Columbia

Zoning

8444 Parklane Road; TMS# 17104-02-02, -03, -04
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Residential Mixed District (RM-1)



Planning & Development Services Department

Created by: swhudson Date: 8/24/2023

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: See attached Exhibit "A"

Richland County TMS: 17104-02-02, 17104-02-03, 17104-02-04

Property Addresses: 9.28 acres E/S Parklane Road, 8444 Parklane Road, 1.02 acre E/S Old LeGrand Road

First Piedmont SC, LLC

BY: _____ Date: 07/17/23
(Signature)

Brad Lail _____ ITS: manager
(Print or Type Name) (Print or Type Title)

EXHIBIT "A"

PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and designated as T.M.S. No. 17104-02-02 containing 11.2641 acres, T.M.S. No. 17104-02-03 containing 1.9750 acres, and T.M.S. No. 17104-02-04 containing 1.0220 acres on plat of Property Surveyed for First Piedmont SC, LLC prepared by Steadman & Associates, Inc. dated September 17, 2007, recorded in the Office of the Register of Deeds for Richland County in Book 1363 at Page 1700, said property having such courses, metes, measurements, and boundaries as shown on the aforesaid plat, which plat is incorporated herein by reference.

LESS AND EXCEPT:

All that certain piece, parcel or tract of land lying and situated in Richland County, near the City of Columbia, State of South Carolina, containing 2.13 acre, more or less, and being shown on an ALTA/NSPS Land Title Survey prepared for AllSouth Federal Credit Union by Associated E & S, Inc., dated May 5, 2020, last revised November 18, 2020, and recorded in the Richland County Register of Deeds Office in Record Book 2574, Page 1363, and having the following metes and bounds, to-wit:

Beginning at an iron pin located near the southeastern intersection of the right-of-way of Old LeGrand Road and Parklane Road, shown as P.0.B., thence running along land now or formerly First Piedmont SC, LLC, N60°38'04"E for a distance of 132.73' to an iron pin; thence N60°38'04"E for a distance of 9.32' to an iron pin; thence turning and continuing along lands now or formerly First Piedmont SC, LLC, S45°34'04"E for a distance of 296.63' to an iron pin; thence turning and running along lands now or formerly The Brook, S44°25 '41"W for a distance of 430.97' to an iron pin on the eastern right-of-way of Parklane Road; thence turning and running along the eastern right-of-way of Parklane Road, N04°20'51"W for a distance of 423.35' to an iron pin; thence N04°26'45"W for a distance of 23.70' to the point of beginning. Said tract containing 2.13 acres, more or less.

MAGNETIC (2006)

ALU STAHL, INC.
T.M.S. No. 17103-01-01A

ALU STAHL, INC.
T.M.S. No. 17103-01-07

VICINITY MAP — NOT TO SCALE

INTERSTATE HIGHWAY NO 77
(AS PER DEED BOOK D311 PAGE 185)

½" REBAR (O)
CONC. MON. (O)
CMP
WIRE FENCE
CONC. HEAD WALL
10' S.C.E.& G. EASEMENT AS PER DEED BOOK D84 PAGE 742.
16' S.C.E.& G. EASEMENT (AS PER DEED BOOK D35 PAGE 188)
GUY (TYP.)
P.P. (TYP.)
MAG. NAIL (O)
T. PED.
CENTER LINE
BY ½" BENT REBAR (O)
8" WATER LINE
3' CITY OF COLUMBIA WATER LINE EASEMENT AS PER DEED BOOK 1180 PAGE 106, BOOK 1193 PAGE 882 AND BOOK 1193 PAGE 883.
PARKLANE ROAD
(AS PER DEED BOOK 37 PAGE 28)
S-40-1036 (VARIABLE R/W)
4" S.C.E.& G. GAS MAIN (APPROX. LOC.)
GAS TEST POINT

T.M.S. No. 17104-02-02
AREA = 1.2641 ACRES

¾" PINCH TOP (O)
1" OPEN TOP (O)
S 02°13'43" W 163.77'
N 86°57'37" E 313.04'
S 02°12'18" W 243.51'
N 47°52'01" E 316.55'
S 47°54'03" E 160.33'
N 42°26'43" E 194.64'
¾" ROD (O)
T.M.S. No. 17104-01-03
AREA = 1.9750 ACRES
¾" REBAR (O)
DROP POLE
BIT. PVMT.
ONE-STORY CONC. BLOCK BUILDING
GAS TEST POINT
N 22°33'14" E 276.77'
T.M.S. No. 17104-02-04
AREA = 1.0220 ACRES
¾" PINCH TOP (O)
½" REBAR (N)
(HWY R/W)
OLD LEGRAND ROAD S-40-1296 (66' R/W)
NORFOLK SOUTHERN RAILWAY
20' S.C.E.& G. EASEMENT AS PER DEED BOOK D14 PAGES 638 & 641.
16" CITY OF COLUMBIA WATER LINE (APPROX. LOC.)

WILBUR M. WINDHAM
T.M.S. No. 17104-02-02
¾" PINCH TOP (O)
10' S.C.E.& G. EASEMENT AS PER DEED BOOK D321 PAGE 555.
EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT SANITARY SEWER LINE
½" REBAR (N)
8" S.C.E.& G. GAS MAIN (APPROX. LOC.)
CENTER LINE
T. PED (O)

LINE TABLE

1 - 2	N	03°10'41" E	423.33'
2 - 3	N	01°13'20" E	216.11'
3 - 4	N	42°06'14" E	169.31'
4 - 5	N	42°06'43" E	188.64'
5 - 6	N	41°28'23" E	CH.= 236.48' A.= 237.02' R.= 1614.00'
6 - 7	S	69°43'25" E	CH.= 374.25' A.= 377.98' R.= 719.38'
7 - 8	S	81°48'30" E	147.56'
8 - 9	S	29°53'59" E	94.17'
9 - 10	S	06°59'32" E	36.88'
10 - 11	S	01°59'41" E	327.66'
11 - 12	S	11°18'56" E	20.32'
12 - 1	S	56°58'53" E	188.93'

TOTAL AREA = 14.2611 ACRES

LEGEND/SYMBOLS

- DROP INLET
- POWER POLE
- LIGHT POLE
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- GAS TEST POINT
- GUY WIRE
- STORM DRAIN MANHOLE
- RCP REINFORCED CONCRETE PIPE
- CONCRETE
- ASPHALT
- OVERHEAD ELECTRIC LINE
- FENCING
- WATER LINE
- GAS LINE

D83 Plat Book 50 Page 7040

GRAPHIC SCALE

NO.	REVISION	DATE	BY	APP

"I hereby state that to the best of my knowledge, information, and belief the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there no visible encroachments or projections other than shown; and according to National Flood Insurance Program (Flood Insurance Rate Map for Richland County - Panel No. 4045715C0125 D dated January 16, 1954) this property does not appear to lie within a currently designated Flood Hazard Zone."

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 7883

Steadman Associates, Inc.
SURVEYING PLANNING DESIGN
701-F RICHLAND STREET • COLUMBIA, S.C.
TEL. (803) 799-4100 • FAX. (803) 799-4101

SOUTH CAROLINA PROFESSIONAL ENGINEER — C. LA VERNE STEADMAN — 83-11-07 — 7883

SOUTH CAROLINA — Steadman & Associates, Inc. — CERTIFICATE OF AUTHORIZATION

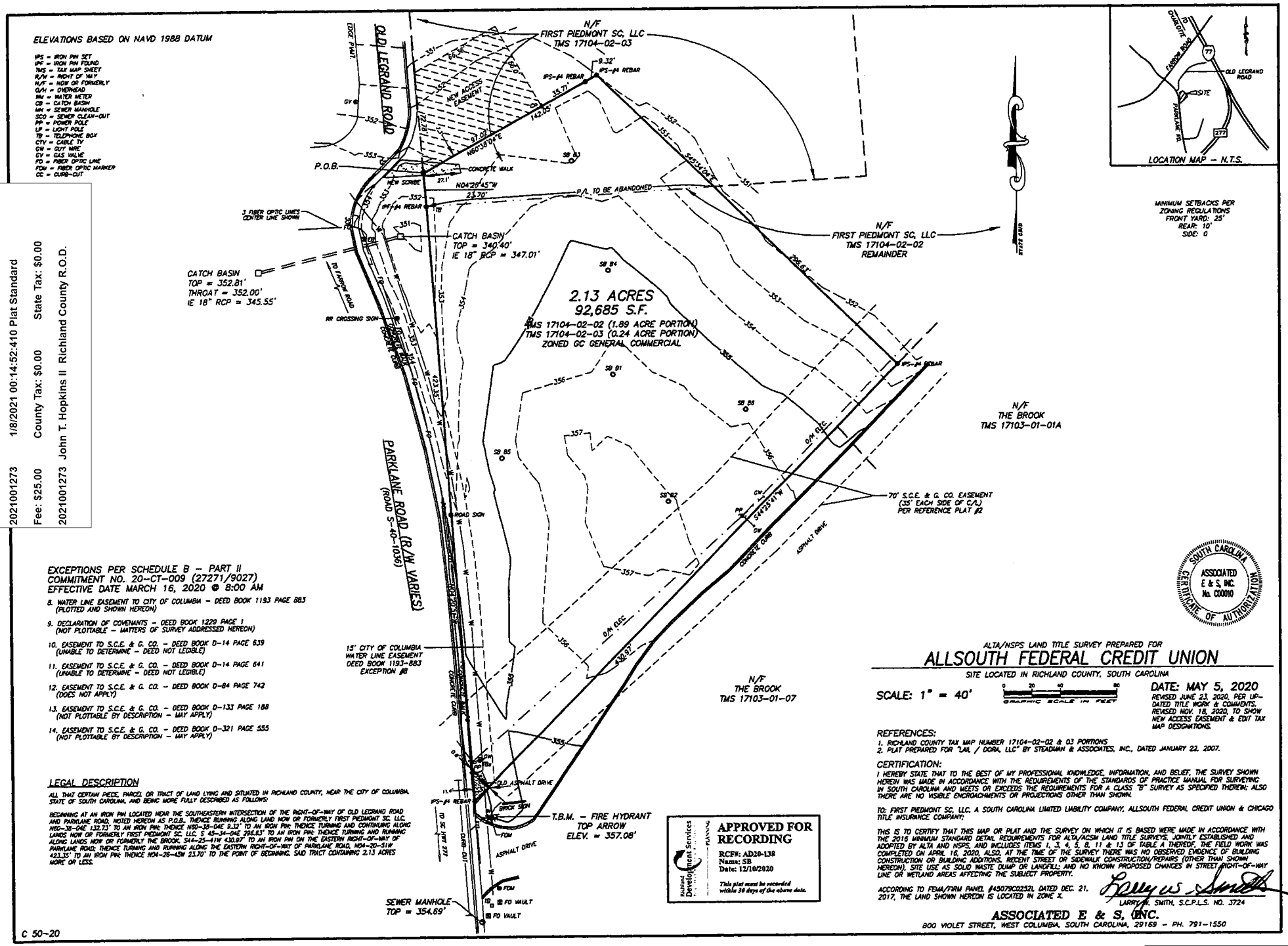
DATE: SEPTEMBER 17, 2007
SCALE: 1" = 60'
DRAWN: TJP
CHECKED: CLS
JOB NO: 07-2003
FILE NO: 07003

PROPERTY SURVEYED FOR
FIRST PIEDMONT SC, LLC.
in Richland County, near Columbia S.C.

SHEET 1 OF 1

Drawing No: B-369

T.M.S. No. 17104-02-02, 03 & 04



Book 2574-1363
2021001273 1/8/2021 00:14:52:410 Plat Standard
Fee: $25.00 County Tax: $0.00 State Tax: $0.00
2021001273 John T. Hopkins II Richland County R.O.D.

EXCEPTIONS PER SCHEDULE B – PART II
COMMITMENT NO. 20-CT-009 (27271/9027)
EFFECTIVE DATE MARCH 16, 2020 @ 8:00 AM

8. WATER LINE EASEMENT TO CITY OF COLUMBIA – DEED BOOK 1193 PAGE 883 (PLOTTED AND SHOWN HEREON)

9. DECLARATION OF COVENANTS – DEED BOOK 1229 PAGE 1 (NOT PLOTTABLE – MATTERS OF SURVEY ADDRESSED HEREON)

10. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-14 PAGE 639 (UNABLE TO DETERMINE – DEED NOT LEGIBLE)

11. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-14 PAGE 641 (UNABLE TO DETERMINE – DEED NOT LEGIBLE)

12. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-84 PAGE 742 (DOES NOT APPLY)

13. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-133 PAGE 188 (NOT PLOTTABLE BY DESCRIPTION – MAY APPLY)

14. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-321 PAGE 555 (NOT PLOTTABLE BY DESCRIPTION – MAY APPLY)

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING AND SITUATED IN RICHLAND COUNTY, NEAR THE CITY OF COLUMBIA, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED NEAR THE SOUTHEASTERN INTERSECTION OF THE RIGHT-OF-WAY OF OLD LEGRAND ROAD AND PARKLANE ROAD, NOTED HEREON AS P.O.B.; THENCE RUNNING ALONG LAND NOW OR FORMERLY FIRST PIEDMONT SC, LLC. N60-38-04E 132.73' TO AN IRON PIN; THENCE N60-38-04E 9.32' TO AN IRON PIN; THENCE TURNING AND CONTINUING ALONG LANDS NOW OR FORMERLY FIRST PIEDMONT SC, LLC. S 45-34-04E 296.83' TO AN IRON PIN; THENCE TURNING AND RUNNING ALONG LANDS NOW OR FORMERLY THE BROOK S44-25-41W 430.97' TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY OF PARKLANE ROAD; THENCE TURNING AND RUNNING ALONG THE EASTERN RIGHT-OF-WAY OF PARKLANE ROAD, N04-20-51W 423.35' TO AN IRON PIN; THENCE N04-26-45W 23.70' TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 2.13 ACRES MORE OR LESS.

APPROVED FOR RECORDING
RCF#: AD20-138
Name: SB
Date: 12/10/2020
This plat must be recorded within 30 days of the above date.
Richland Development Services PLANNING

ALTA/NSPS LAND TITLE SURVEY PREPARED FOR
ALLSOUTH FEDERAL CREDIT UNION
SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

SCALE: 1" = 40'
GRAPHIC SCALE IN FEET

DATE: MAY 5, 2020
REVISED JUNE 23, 2020, PER UPDATED TITLE WORK & COMMENTS. REVISED NOV. 18, 2020, TO SHOW NEW ACCESS EASEMENT & EDIT TAX MAP DESIGNATIONS.

SOUTH CAROLINA ASSOCIATED E & S, INC. No. C00010 CERTIFICATE OF AUTHORIZATION

REFERENCES:
1. RICHLAND COUNTY TAX MAP NUMBER 17104-02-02 & 03 PORTIONS
2. PLAT PREPARED FOR "LAIL / DORA, LLC" BY STEADMAN & ASSOCIATES, INC., DATED JANUARY 22, 2007.

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

TO: FIRST PIEDMONT SC, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, ALLSOUTH FEDERAL CREDIT UNION & CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 11 & 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 16, 2020. ALSO, AT THE TIME OF THE SURVEY THERE WAS NO OBSERVED EVIDENCE OF BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION/REPAIRS (OTHER THAN SHOWN HEREON), SITE USE AS SOLID WASTE DUMP OR LANDFILL; AND NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINE OR WETLAND AREAS AFFECTING THE SUBJECT PROPERTY.

ACCORDING TO FEMA/FIRM PANEL #45079C0252L DATED DEC. 21, 2017, THE LAND SHOWN HEREON IS LOCATED IN ZONE X.

LARRY M. SMITH, S.C.P.L.S. NO. 3724

ASSOCIATED E & S, INC.
800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA, 29169 – PH. 791-1550

C 50-20

Instrument Number: 2021001273 Book/Page: R 2574/1363 Date Time: 01/08/2021 00:14:52:410

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1200 Heyward Street, formerly known as 101 S. Evans Street; TMS#11301-10-01**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2023-126 - Annexing 1200 Heyward Street, formerly known as 101 S. Evans Street Richland County TMS #11301-10-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map
Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Mixed Residential - Type 3 (UCMR-3) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: Chase Family Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (7-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0022_Heyward1200_ZPH_Packet (PDF)
- #b: 2023-126 - Annex and Incorporate 1200 Heyward Street (PDF)
- #c: Heyward1200_Offer_Notice (PDF)
- #d: Heyward1200_Petition (PDF)

CITY COUNCIL

November 21, 2023 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
1200 Heyward Street, formerly known as 101 S. Evans Street; TMS# 11301-10-01

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Mixed Residential – Type 3 (UCMR-3) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: Chase Family Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (7-0)

ZPH, 1ST Reading: 11/21/2023; Pending

2nd Reading: 12/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.34 acre
Current Use: Vacant Commercial
Proposed Use: Commercial
Reason for Annexation: Unified Development Ordinance
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Mixed Residential – Type 3 (UCMR-3)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)
Census Tract: 28

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately $1,700 per year,** based on calls to similar commercial uses within the City limits.

Fire
The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
The Solid Waste Division does not typically provide service to this type of development.

Engineering
Because water and sanitary sewer lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care
The property is currently vacant and any new business would be a new customer, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this property, which is within an area designated as Donut Hole – Primary within the Urban Service Area plan. The current plans for the property are to renovate the existing building for a new tenant, a private athletic facility. The real estate tax revenue generated for the City would be **approximately $1,400 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2023 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Primary" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Hole – Primary
Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Mixed Residential – Type 3 (UCMR-3). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Light Industrial (M-1) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Community Activity Center/Corridor District (CAC) to the immediate south and across S. Evans St to the east, Employment Campus District (EC) to the north across Heyward St, and Neighborhood Activity Center/Corridor District to the west across the railroad tracks. The adjacent parcel (across S. Evans St) in unincorporated Richland County is currently zoned M-1, though it contains a residential duplex.

The proposed City of Columbia zoning district is Community Activity Center/Corridor District (CAC).

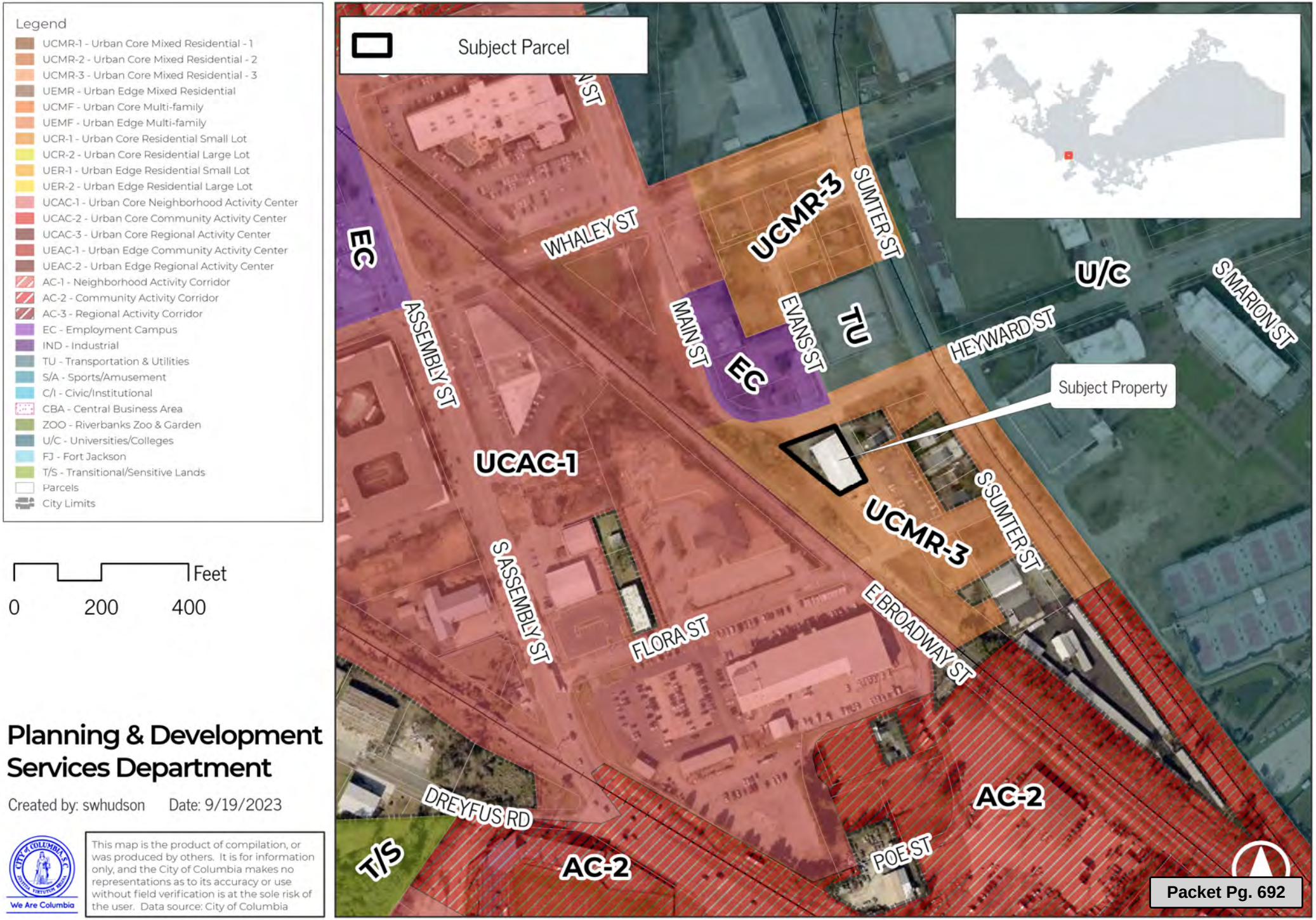
Refer to attached zoning district description for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Urban Core Mixed Residential – Type 3 (UCMR-3) and zoning of Community Activity Center/Corridor District (CAC) at the time of annexation.

Future Land Use

1200 Heyward Street; TMS# 11301-10-01
Current Richland Co. Future Land Use: Mixed Residential (High Density)
Proposed City Future Land Use: Urban Core Mixed Residential - 3 (UCMR-3)



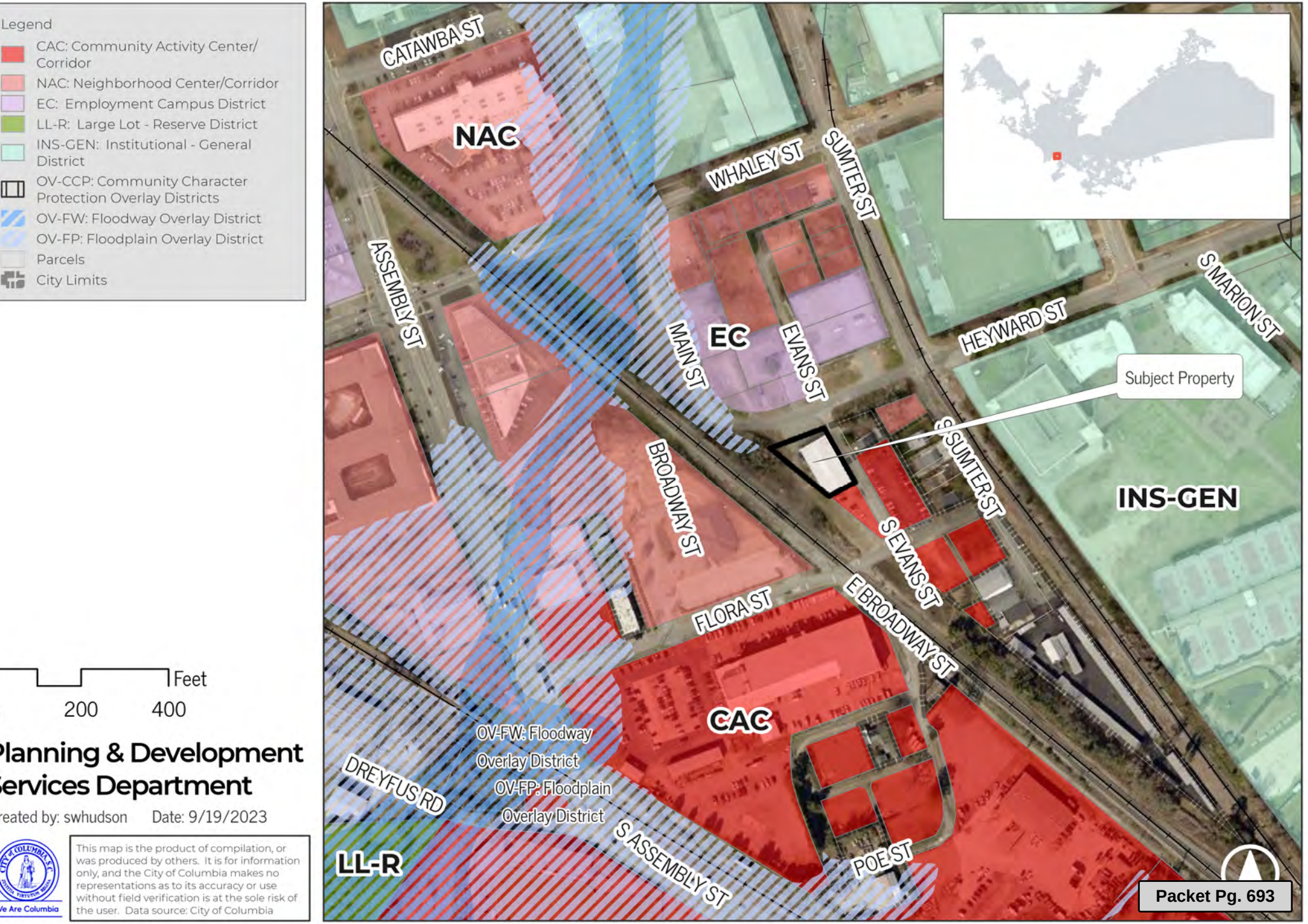
Planning & Development Services Department

Created by: swhudson Date: 9/19/2023

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 at the sole risk of the user. Data source: City of Columbia

Zoning

1200 Heyward Street; TMS# 11301-10-01
Current Richland Co. Zoning: Manufacturing (M-1)
Proposed City Zoning: Community Activity Center/Corridor (CAC)



Planning & Development Services Department

Created by: swhudson Date: 9/19/2023

We Are Columbia

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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**

Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.

Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.

UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.

- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District

CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

	Standard		Multi-family and Mixed-Use	All Other Uses
	Lot Area, min. (sf.)		10,000	5,000
1	Lot Width, min. (ft.)		75	50
	Lot Coverage, max. (% of site area)		N/A	
	Density, max. (du/acre)		N/A	
2	Front Yard Setback, (ft.)	Min.	5 [1]	
		Max.	15 [1]	
3	Side Yard Setback, min. (ft.)		0 to 5	
4	Rear Yard Setback, min. (ft.)		20	
5	Building Height, max. (ft.)		75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live-work[1]

Dwelling, mixed-use

Dwelling, multifamily

Continuing care retirement community (CCRC)[1]

Dormitory, public

Fraternity or sorority house[2]

Residential care facility[2]

Rooming house or boardinghouse[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center

Cultural facility

Day care facility[1]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Arboretum or botanical garden

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Cemetery

Park or greenway[1]

Park and ride

Parking lot[1]

Parking structure[1]

Passenger terminal, surface transportation

Utility facility, major[2]

Utility facility, minor

Kennel[1]

Veterinary hospital or clinic[1]

Self-service storage[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Car wash

Banquet hall

Performing arts center

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Consumer goods store

Convenience store[2]

Farmers' market

Grocery store or food market

Liquor store[2]

Pawn shop[2]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Vehicle equipment supplies sales and rentals

Hotel or motel

Community garden[1]

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-126

Annexing 1200 Heyward Street, formerly known as 101 S. Evans Street Richland County TMS #11301-10-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 1200 Heyward Street, formerly known as 101 S. Evans Street and TMS# 11301-10-01 containing .34 acre, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #3, Census Tract 28, and

LEGAL DEPARTMENT DRAFT

assigned a future land use classification of Urban Core Mixed Residential – Type 3 (UCMR-3) and zoning of Community Activity Center/Corridor District (CAC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11301-10-01

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

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-126
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and designated 0.34 Acre, 101. S. Evans Street, on a Plat prepared for Chase Corporation by David K. Ballard, P.L.S. No. 26946, dated December 10, 2018, the Plat being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT

Last revised: 10/25/2023

23018876

M E M O R A N D U M

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: September 20, 2023

RE: **Property Address:** 1200 Heyward Street, formerly known as 101 S. Evans Street
Richland County TMS#: 11301-10-01
Owner(s): Chase Family Properties, LLC
Current Use: Vacant Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Mixed Residential – Type 3 (UCMR-3)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Community Activity Center/Corridor District (CAC)
Reason for Annexation: Land Development Regulations; Donut Hole - Primary
City Council District: 3
Census Tract: 28

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 **October 12, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Todd Beiers, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Planning Administrator
Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation:_____(Land Use classification) by____-____.

on _____(mm/dd/yyyy).

Planning Commission Zoning Recommendation:_____(Zoning classification) by_____-_____.

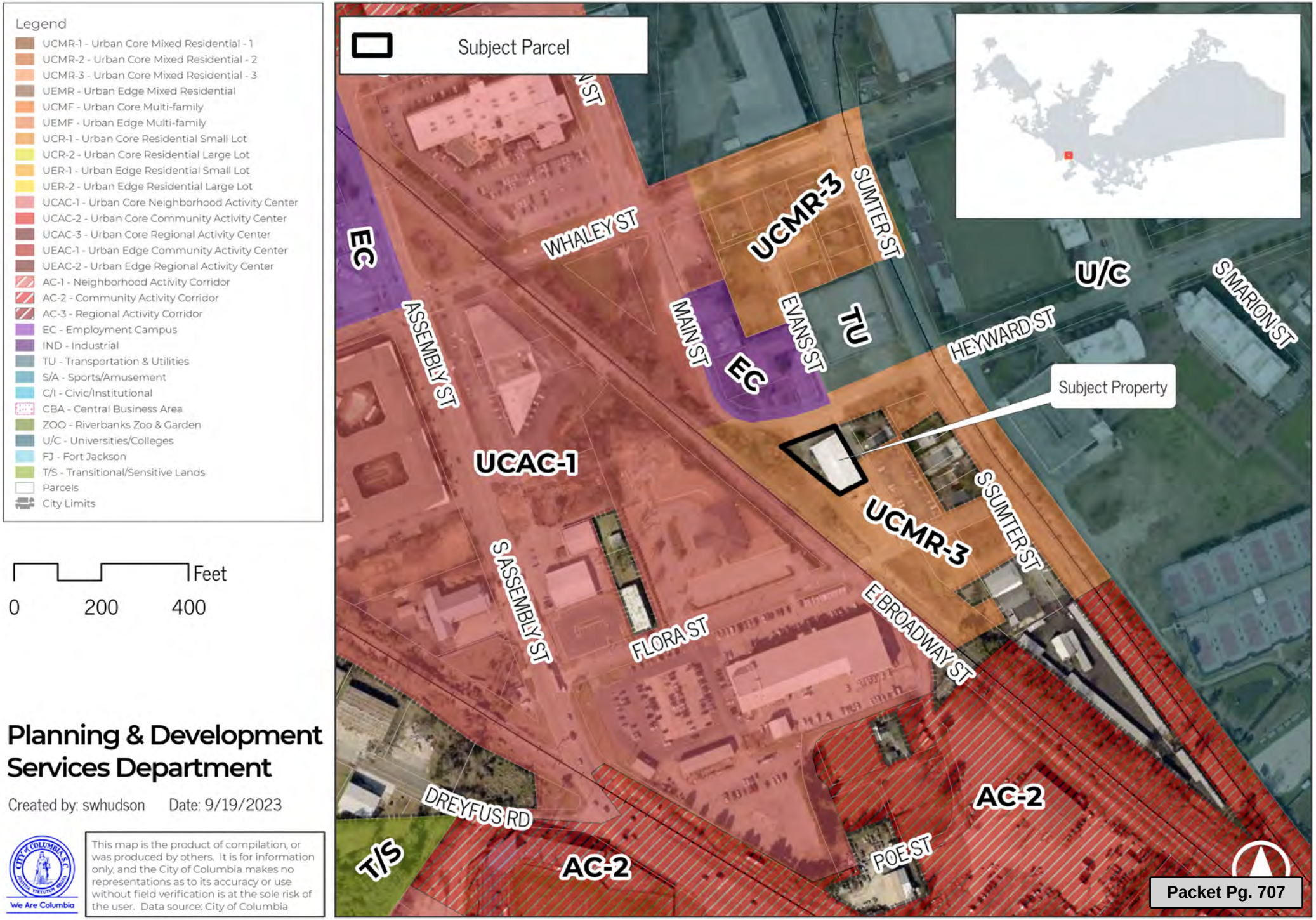
on _____(mm/dd/yyyy).

_____
(Signature of Annexation Coordinator)

CATAWBA ST
MAIN ST
ASSEMBLY ST
PARK ST
WHALEY ST
MAIN ST
EVANS ST
SUMTER ST
MARION ST
BULL ST
PICKENS ST
HEYWARD ST
S BULL ST
Subject Property
S EVANS ST
S SUMTER ST
S MARION ST
BROADWAY ST
S ASSEMBLY ST
FLORA ST
COTTON PLACE LN
HEYWARD ST
DREYFUS RD
BLUFF RD
POE ST
E BROADWAY ST

Future Land Use

1200 Heyward Street; TMS# 11301-10-01
Current Richland Co. Future Land Use: Mixed Residential (High Density)
Proposed City Future Land Use: Urban Core Mixed Residential - 3 (UCMR-3)



Planning & Development Services Department

Created by: swhudson Date: 9/19/2023

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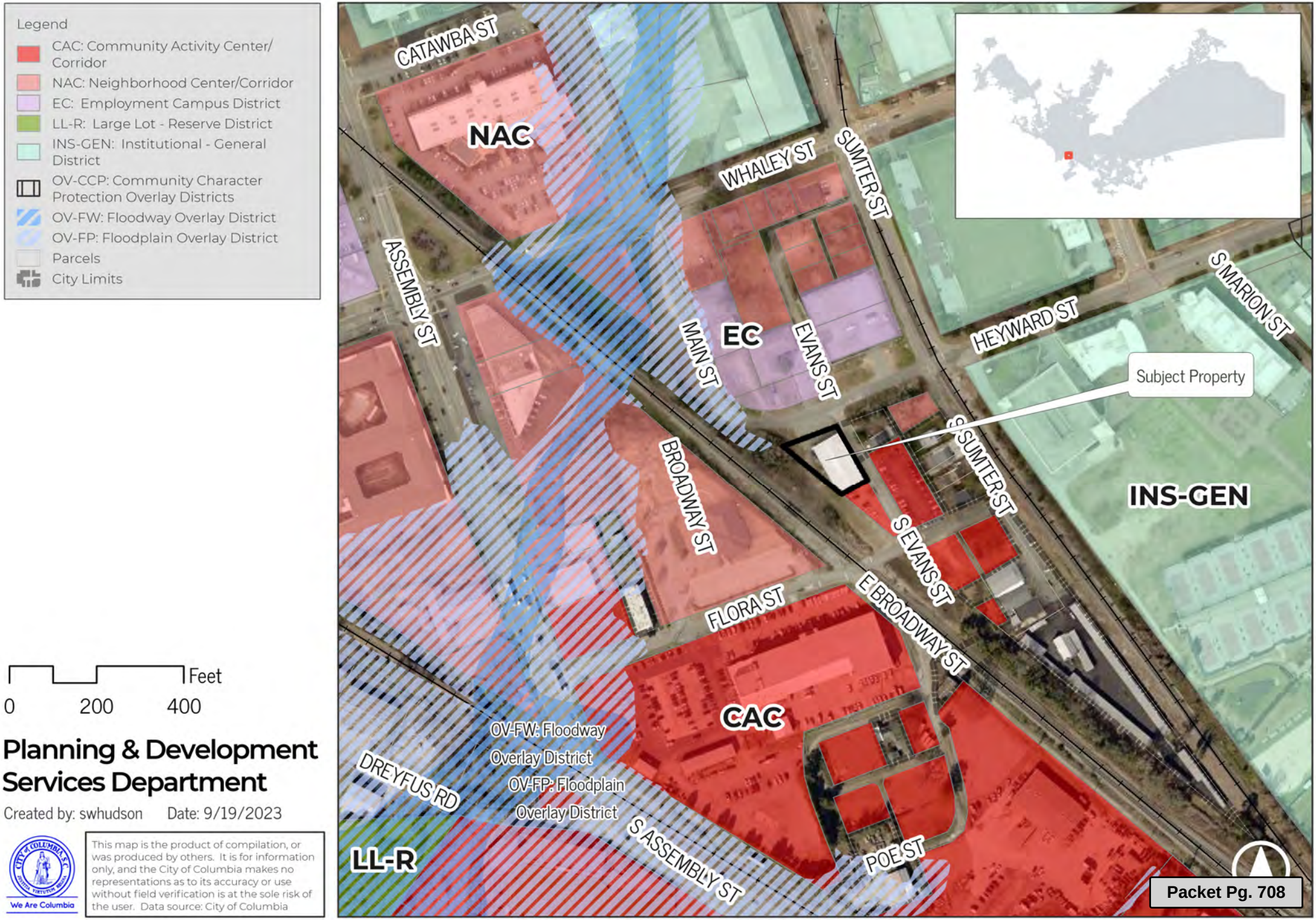
Zoning

1200 Heyward Street; TMS# 11301-10-01
Current Richland Co. Zoning: Manufacturing (M-1)
Proposed City Zoning: Community Activity Center/Corridor



Planning & Development Services Department

Created by: swhudson Date: 9/19/2023

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and designated 0.34 Acre, 101. S. Evans Street, on a Plat prepared for Chase Corporation by David K. Ballard, P.L.S. No. 26946, dated December 10, 2018, the Plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 11301-10-01

Property Address: 1200 Heyward Street, formerly known as 101 South Evans Street

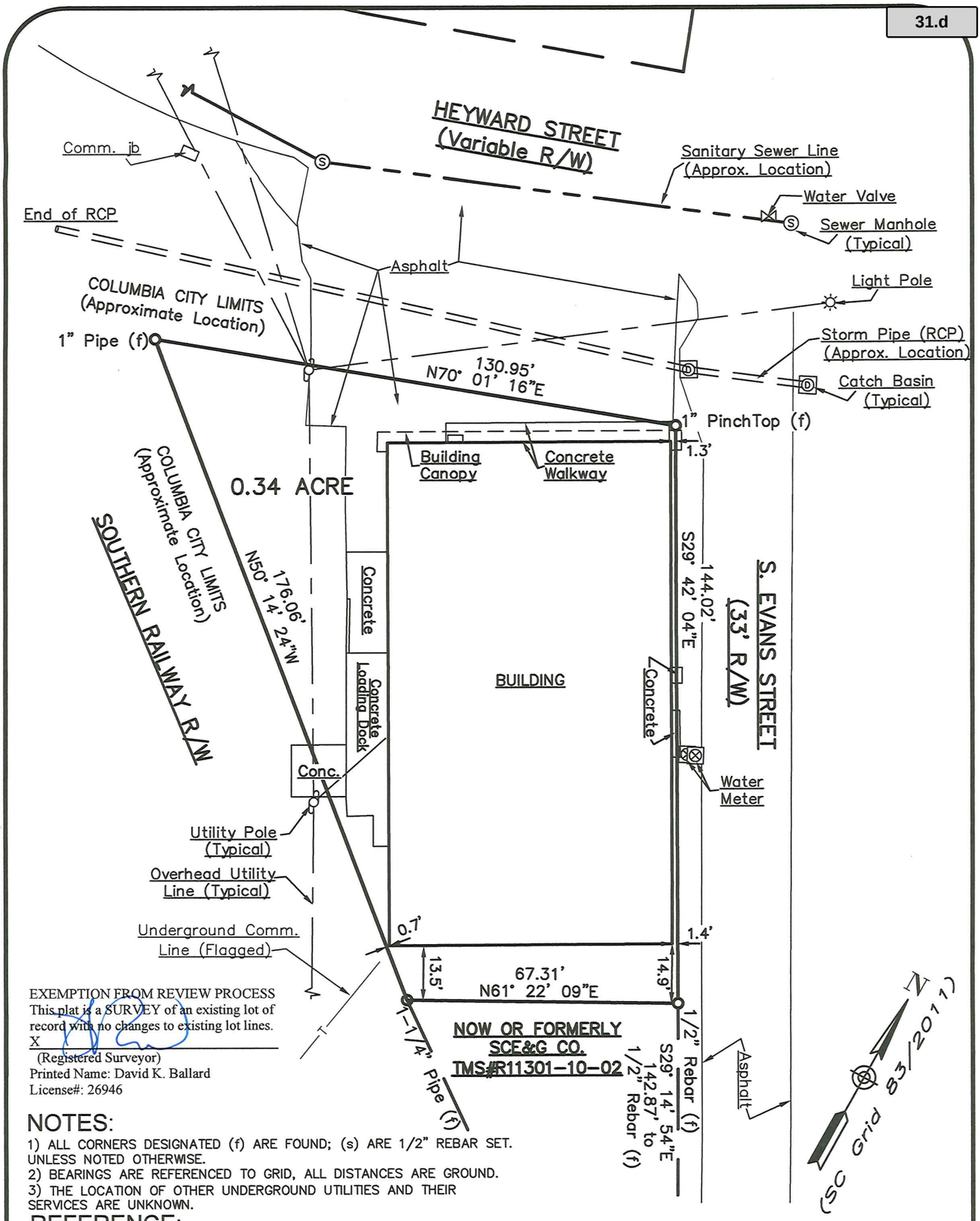
Chase Family Properties, LLC

BY: David A. Chase
(Signature)

Date: SEPTEMBER 15, 2023

DAVID A. CHASE
(Print or Type Name)

ITS: MEMBER/MANAGER
(Print or Type Title)



EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X _____
(Registered Surveyor)
Printed Name: David K. Ballard
License#: 26946

NOTES:

1) ALL CORNERS DESIGNATED (f) ARE FOUND; (s) ARE 1/2" REBAR SET. UNLESS NOTED OTHERWISE.
2) BEARINGS ARE REFERENCED TO GRID, ALL DISTANCES ARE GROUND.
3) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN.

REFERENCE:

THE SAME BEING SHOWN AS LOTS 1 & 2, BLOCK '68' ON A MAP SHOWING PROPERTY OF EBERT REALTY COMPANY AND PROPERTY OF PACIFIC MILLS, HAMPTON DIVISION, BY TOMLINSON ENGR. CO., DATED OCTOBER 1939, REVISED JULY 15, 1940 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 'I', PAGE 78. REFERENCE IS ALSO MADE TO A PLAT PREPARED FOR CHASE CORPORATION, BY BELTER & SMITH, INC., DATED JANUARY 24, 1974 AND RECORDED IN PLAT BOOK 45, PAGE 66.

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein.

PROF. LAND SURVEYOR NO. 26946
DAVID K. BALLARD
1333 Bear Creek Road Blythewood, SC 29016
803.466.7999 davidkballard@live.com

PLAT

PREPARED FOR
CHASE CORPORATION

PROPERTY ADDRESS: 101 S. EVANS STREET
RICHLAND COUNTY, NEAR COLUMBIA, S.C.

SCALE:	DATE:
1" = 30' (0' 15' 30' 60')	DECEMBER 10, 2018

TAX MAP NUMBER:	BOOK:	SF:	NO:	CHK:	BY:	PROJ.:
R37200-06-34	008-47	N/A	N/A	D3	D3	

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ZONING MAP AMENDMENT for 2401 Gadsden Street, 701 Chester and NX701 Chester TMS# 09012-01-16, 09012-01-15, and 09012-01-14**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2023-127 - Amending the Official Zoning Map to modify the zoning for 2401 Gadsden Street, 701 Chester Street and NX701 Chester Street, Richland County TMS# 09012-01-16, TMS #09012-01-15 and 09012-01-14

Council District: 1

Proposal: Request to rezone the property from Residential Single Family- Small Lot District (RSF-3) to Mixed-Use District, (MU-2)

Applicant: Jennifer Powers, owner

Staff Recommendation: Denial

PC Recommendation: 10/30/2023; Denial (7-0)

ATTACHMENTS:

- **#a:** ZMA-2023-0014_2401Gadsden_ZPH_ (PDF)
- #b: 2023-127 - Zoning Map Amendment to Rezone 2401 Gadsden Street, 701 Chester and NX701 Chester (PDF)
- #c: Zoning Map (PDF)

CITY COUNCIL

November 21, 2023 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary
2401 Gadsden Street, 701 Chester and NX701 Chester
TMS# 09012-01-16, 09012-01-15, and 09012-01-14

Council District: 1

Proposal: Request to rezone the property from Residential Single Family- Small Lot District (RSF-3) to Mixed-Use District, (MU-2)

Applicant: Jennifer Powers, owner

Staff Recommendation: Denial

PC Recommendation: 10/30/2023; Denial (7-0)

ZPH, 1st Reading: 11/21/2023; Pending

2nd Reading: 12/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.91 acre
Current Use: vacant, storage
Proposed Use: commercial
Land Use Classification: Urban Core Residential- Type 1 (UCR-1)
Current Zoning: Residential Single Family- Small Lot District (RSF-3)
Proposed Zoning: Mixed Use District (MU-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to attached land use classification description.

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

The subject property is located within the study area of *The Master Plan for the Villages of North Columbia* (2005), more specifically within Cluster One (Section 2, Page 42) and the proposed Artist Village (Section 3, Page 85) set forth by the plan. The Artist Village plan recommends a land use of Low-Density Residential (Single-family Detached Homes) for the

subject property (Section 3, Page 87). The plan's recommendations for Earlewood and Marshall Park highlight the (at the time) recently adopted protection area design guidelines (Section 3, Pages 93-94).

PROPOSED ZONING DISTRICT SUMMARY

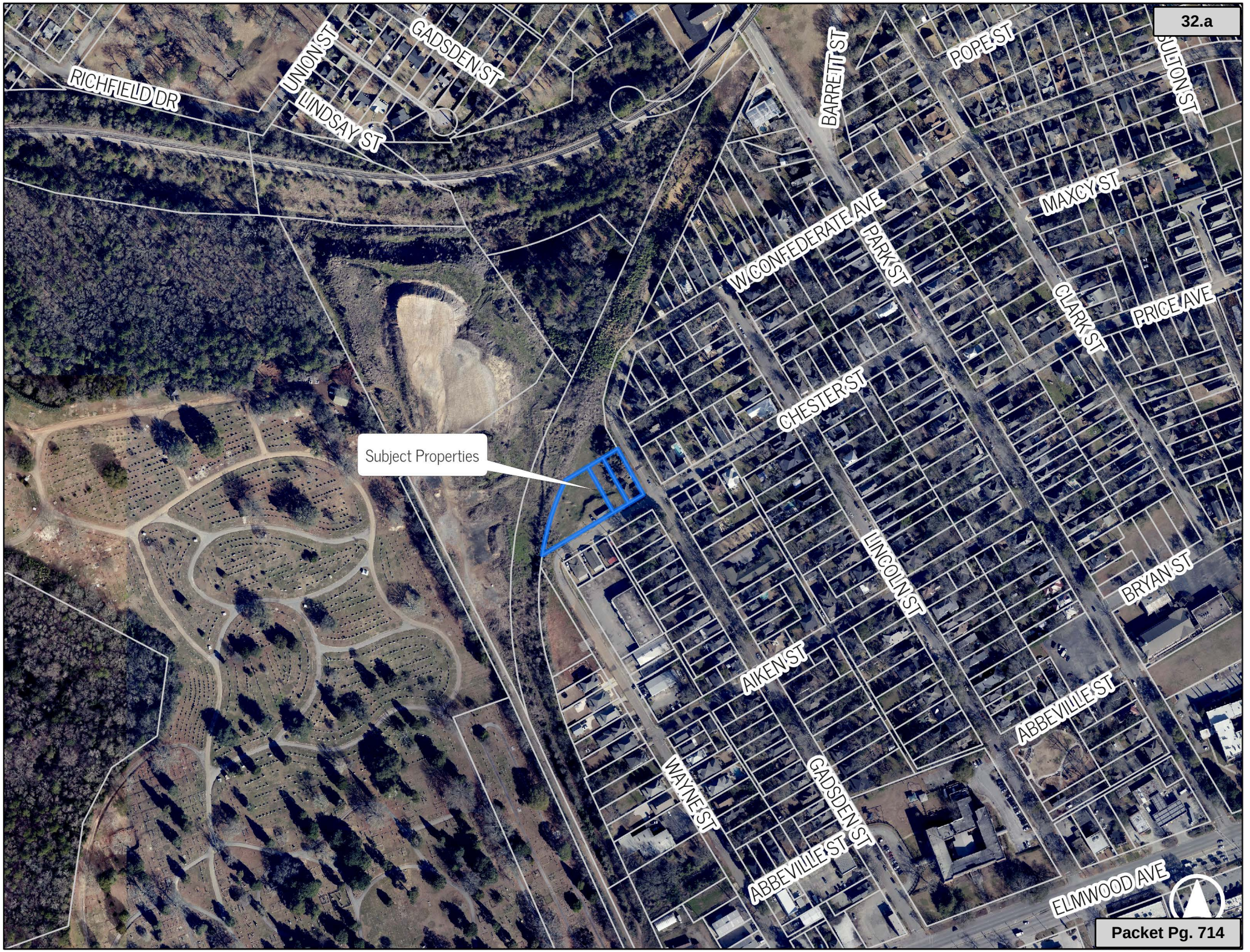
The subject property currently has base zoning of Residential Single Family- Small Lot (RSF-3). The abutting properties to the east and south are zoned Residential Single Family- Small Lot (RSF-3) and the abutting properties to the north and west are zoned Mixed Use District (MU-2).

The proposed zoning district is Mixed Use District (MU-2).

Refer to attached zoning district classification descriptions.

STAFF RECOMMENDATION

While there are MU-2 parcels adjacent to the properties, the proposed rezoning is for three lots that front on Chester and Gadsden Streets, which are both part of the single-family residential street grid. Staff typically does not recommend rezoning single-family zoned properties to a more intense mixed-use district, particularly when there is a clearly defined boundary that would be eroded as a result, and/or when it is inconsistent with the future land use for the area. Staff finds that the proposed zoning is inconsistent with the future land use classification in *Columbia Compass: Envision 2036* and with the adopted area plan and recommends denial of the request.

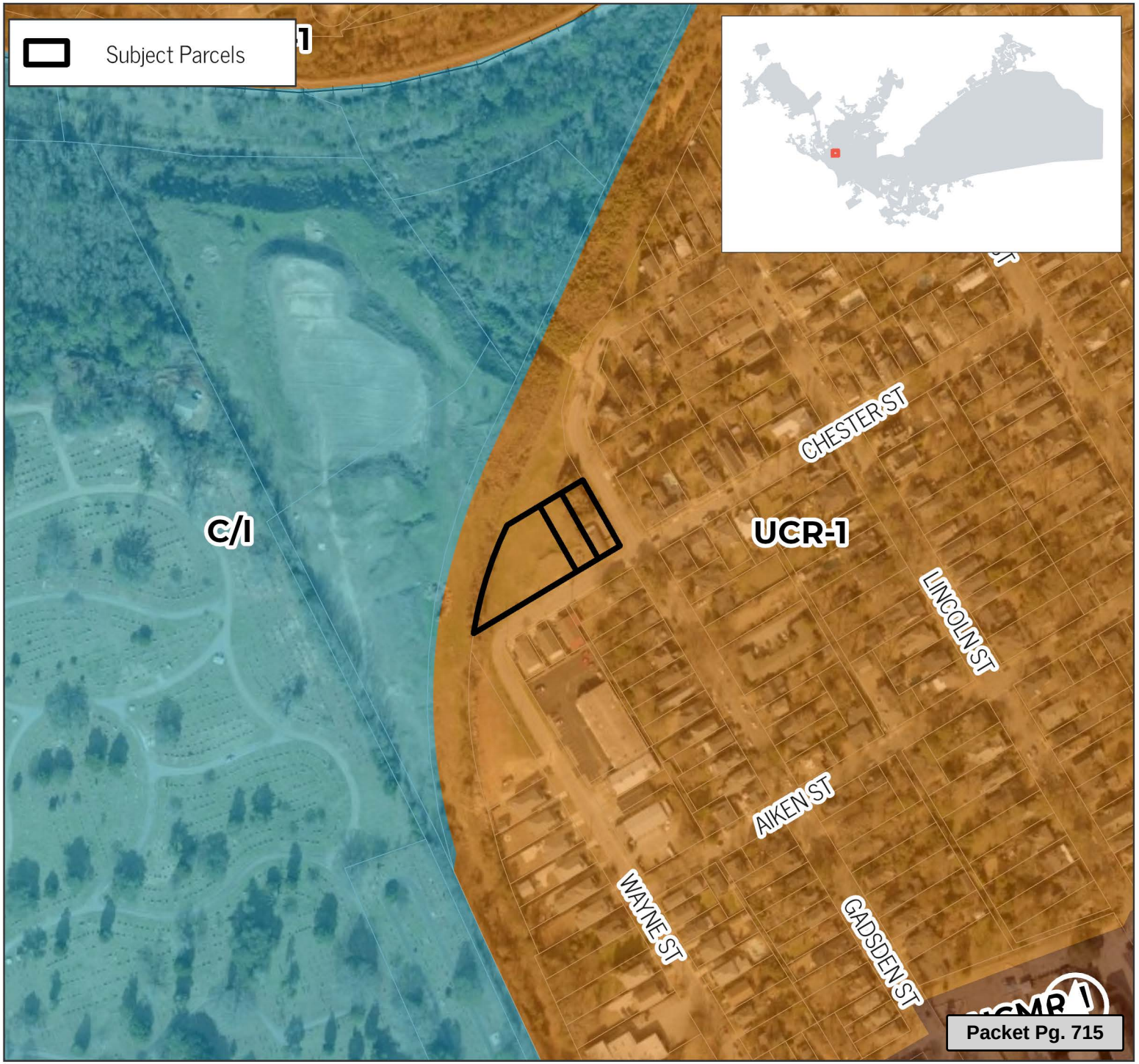

RICHFIELD DR
UNION ST
GADSDEN ST
LINDSAY ST
BARRETT ST
POPE ST
SULTON ST
MAXCY ST
W CONFEDERATE AVE
PARK ST
CLARK ST
PRICE AVE
CHESTER ST
Subject Properties
LINCOLN ST
BRYAN ST
AIKEN ST
ABBEVILLE ST
WAYNE ST
GADSDEN ST
ABBEVILLE ST
ELMWOOD AVE

Future Land Use

2401 Gadsden Street, TMS# 09012-01-14, -15, and -16
Future Land Use: Urban Core Residential Small Lot (UCR-1)

Legend

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



Feet
0 200 400

Planning & Development Services Department

Created by: swhudson Date: 7/20/2023

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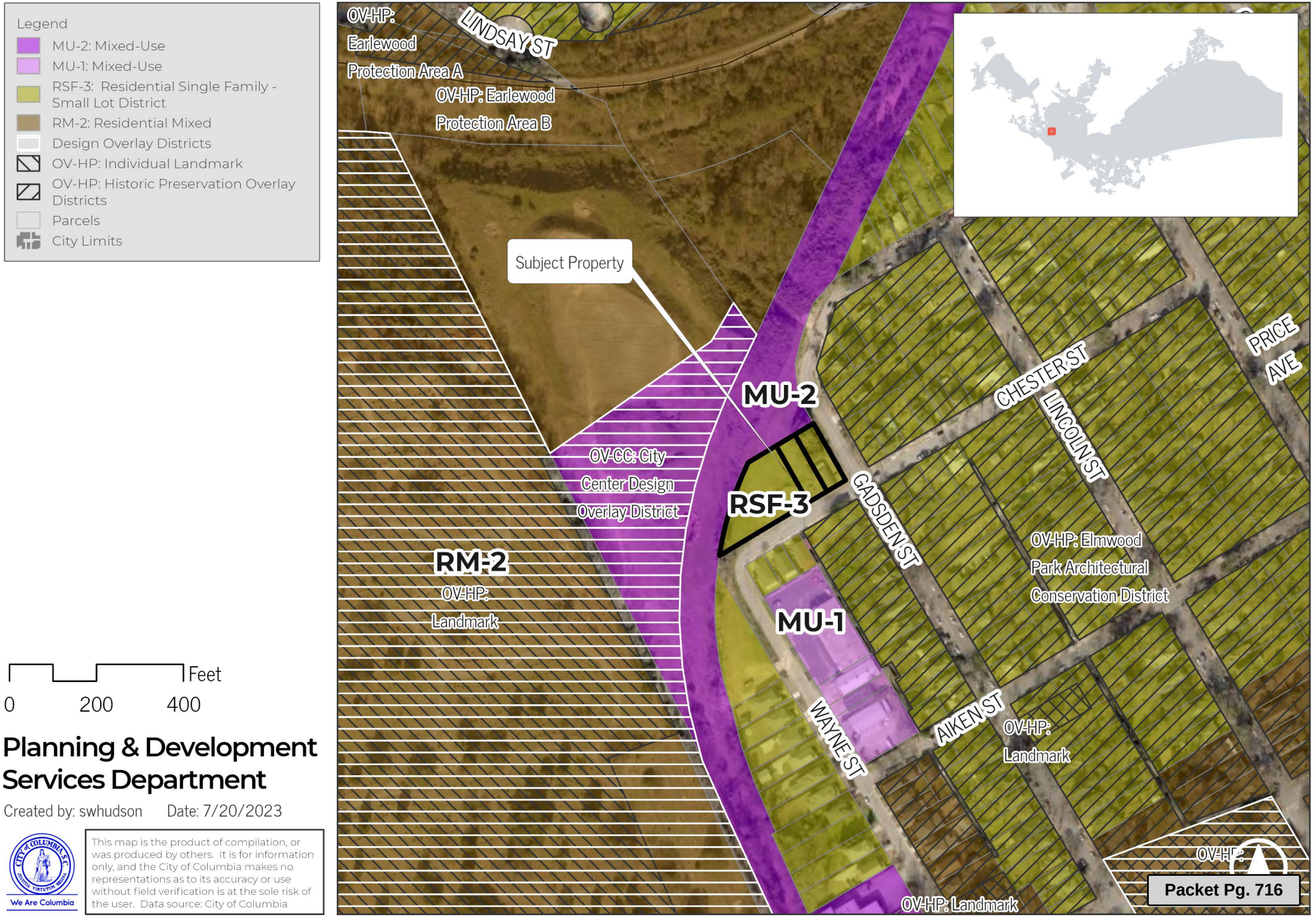
Zoning

2401 Gadsden Street, TMS# 09012-01-14, -15, and -16
Current Zoning: Residential Single Family - Small Lot (RSF-3)
Proposed Zoning: Mixed-Use (MU-2)



Planning & Development Services Department

Created by: swhudson Date: 7/20/2023

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Existing Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

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 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.

UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-1 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.

- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Existing Zoning District

RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Cottage Neighborhood Development

Dwelling, single-family detached

Community recreation center

Cultural facility[2]

Day care facility[2]

Library

Place of worship[2]

Public safety facility

Elementary, middle, or high school[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Utility facility, major[2]

Utility facility, minor

Community garden[1]

Crop production and processing[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District

MU-2: Mixed-Use District

Purpose

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.
*No minimum parking.

Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
Lot Width, min. (ft.)		50	50	75	50
Lot Depth, min. (ft.)		50			N/A
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
Front Yard Setback (ft.)	Min.	0			
	Max.	15			N/A
Side Yard Setback, min. (ft.)		[3]	5		
Rear Yard Setback, min. (ft.)		10			
Building Height, max. (ft.)		60			

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work[1]

Dwelling, mixed-use

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Continuing care retirement community (CCRC)[2]

Fraternity or sorority house[2]

Residential care facility[2]

Rooming house or boardinghouse[2]

Community recreation center

Cultural facility

Day care facility[1]

Government office

Library

Place of worship[1]

Public safety facility

Social services facility

Elementary, middle, or high school[2]

School, business or trade[2]

Laboratory, medical or dental

Medical or dental clinic/office

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

MU-2: MIXED-USE DISTIRCT

Nursing care facility[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Park and ride

Parking lot[1]

Parking structure[2]

Utility facility, major[2]

Utility facility, minor

Veterinary hospital or clinic[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Car wash

Recreation facility, indoor, not elsewhere listed[1]

Recreation facility outdoor, not elsewhere listed

Consumer goods store

Farmers' market

Grocery store or food market

Bed and breakfast[1]

Community garden[1]

Crop production and processing

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-127

Amending the Official Zoning Map to modify the zoning for 2401 Gadsden Street, 701 Chester Street and NX701 Chester Street, Richland County TMS# 09012-01-16, TMS #09012-01-15 and 09012-01-14

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 2401 Gadsden Street, 701 Chester Street and NX701 Chester Street, Richland County TMS# 09012-01-16, TMS #09012-01-15 and 09012-01-14; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2401 Gadsden Street, 701 Chester Street and NX701 Chester Street, Richland County TMS# 09012-01-16, TMS# 09012-01-15 and TMS# 09012-01-14 and as shown in Attachment A, is hereby rezoned from Residential Singe Family-Small Lot District (RSF-3) to Mixed Use District (MU-2). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

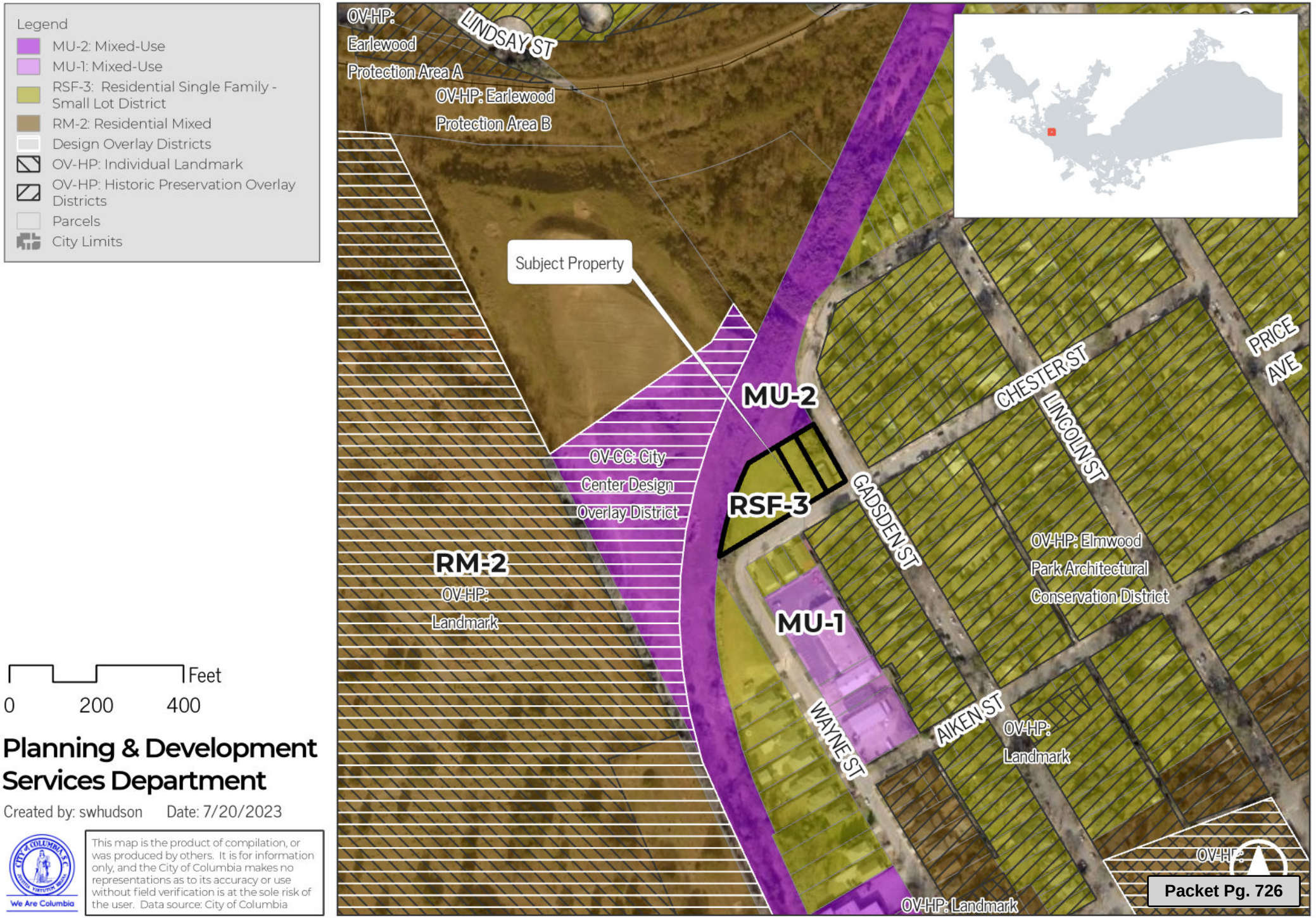
Introduced:
Final Reading:

Last revised: 10/25/2023
23018878

LEGAL DEPARTMENT DRAFT

Zoning

2401 Gadsden Street, TMS# 09012-01-14, -15, and -16
Current Zoning: Residential Single Family - Small Lot (RSF-3)
Proposed Zoning: Mixed-Use (MU-2)



Planning & Development Services Department

Created by: swhudson Date: 7/20/2023

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We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ZONING MAP AMENDMENT for 2212 Senate Street TMS#11410-22-06**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2023-128 - Amending the Official Zoning Map to modify the zoning for 2212 Senate Street, Richland County TMS# 11410-22-06

Council District: 2

Proposal: Request to rezone the property from Residential Single Family - Small Lot District (RSF-3) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP) to Residential Mixed District (RM-1) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP)

Applicant: Miles Madden, Felix Allen Capital, LLC and Timothy Webb, More Than 9 to 5, LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (5-2)

ATTACHMENTS:

- **#a:** ZMA_2023-0015_Senate_ZPH (PDF)
- #b: 2023-128 - Zoning Map Amendment to Rezone 2212 Senate Street (PDF)
- #c: Land Use Map (PDF)
- #d: Zoning Map (PDF)

CITY COUNCIL

November 21, 2023 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary
2212 Senate Street
TMS# 11410-22-06

Council District: 2

Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP) to Residential Mixed District (RM-1) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP)

Applicant: Miles Madden and Timothy Webb. Felix Allen Capital LLC and More Than 9 to 5 LLC

Staff Recommendation: Approval

PC Recommendation: 10/30/2023; Approval (5-2)

ZPH, 1st Reading: 11/21/2023; Pending

2nd Reading: 12/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: .26 Ac
Current Use: Vacant
Proposed Use: Residential multifamily
Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: Residential Single Family – Small Lot District (RSF-3), in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP)
Proposed Zoning: Residential Mixed District (RM-1) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to attached land use classification description.

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

The subject property is located within the study area of *A Plan for the Redevelopment of East Central City* (2004), more specifically within Cluster One (Section 2, Page 4). The Plan's site analysis map does not specifically address the property (Section 3A, Page 5), and the community analysis heralds the designation of Lower Waverly as a local historic district (Section 3A, Page 7). The Plan suggests a land use of Detached Single Family Residential (Low Density) for the subject property (Section 4A, Page 1). The Master Plan indicates that in Cluster One, "the existing single-family residential "cores" of the cluster have been well kept and the continued rehabilitation of existing homes should be encouraged. New homes that are constructed on in-fill lots should be respectful of the existing single-family fabric and incorporate design elements similar to that of the surrounding neighborhood. For example, large front porches, side or rear access drives and building setbacks consistent with adjacent properties should be provided" (Section 4C, Page 2). The plan does not identify any catalyst projects on or adjacent to the subject property (Section 5, Page 1).

PROPOSED ZONING DISTRICT SUMMARY

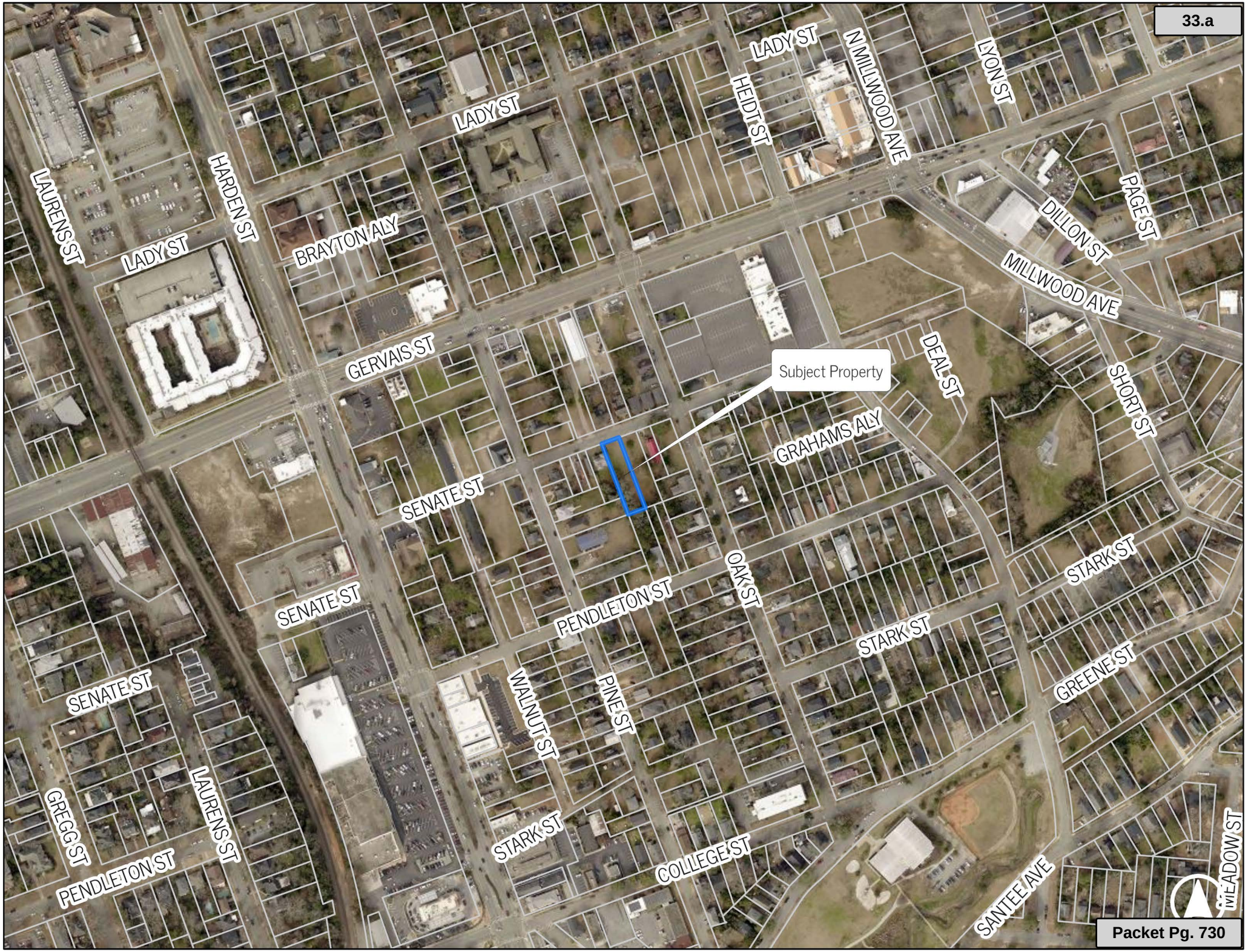
The subject property currently has base zoning of Residential Single Family – Small Lot District (RSF-3). The nearby properties have base zoning of Residential Mixed District (RM-1) across Senate Street to the North and to the east, south, and west, the parcels within the block are all Residential Single Family (RSF-3).

The proposed zoning district is Residential Mixed District (RM-1).

Refer to attached zoning district classification descriptions.

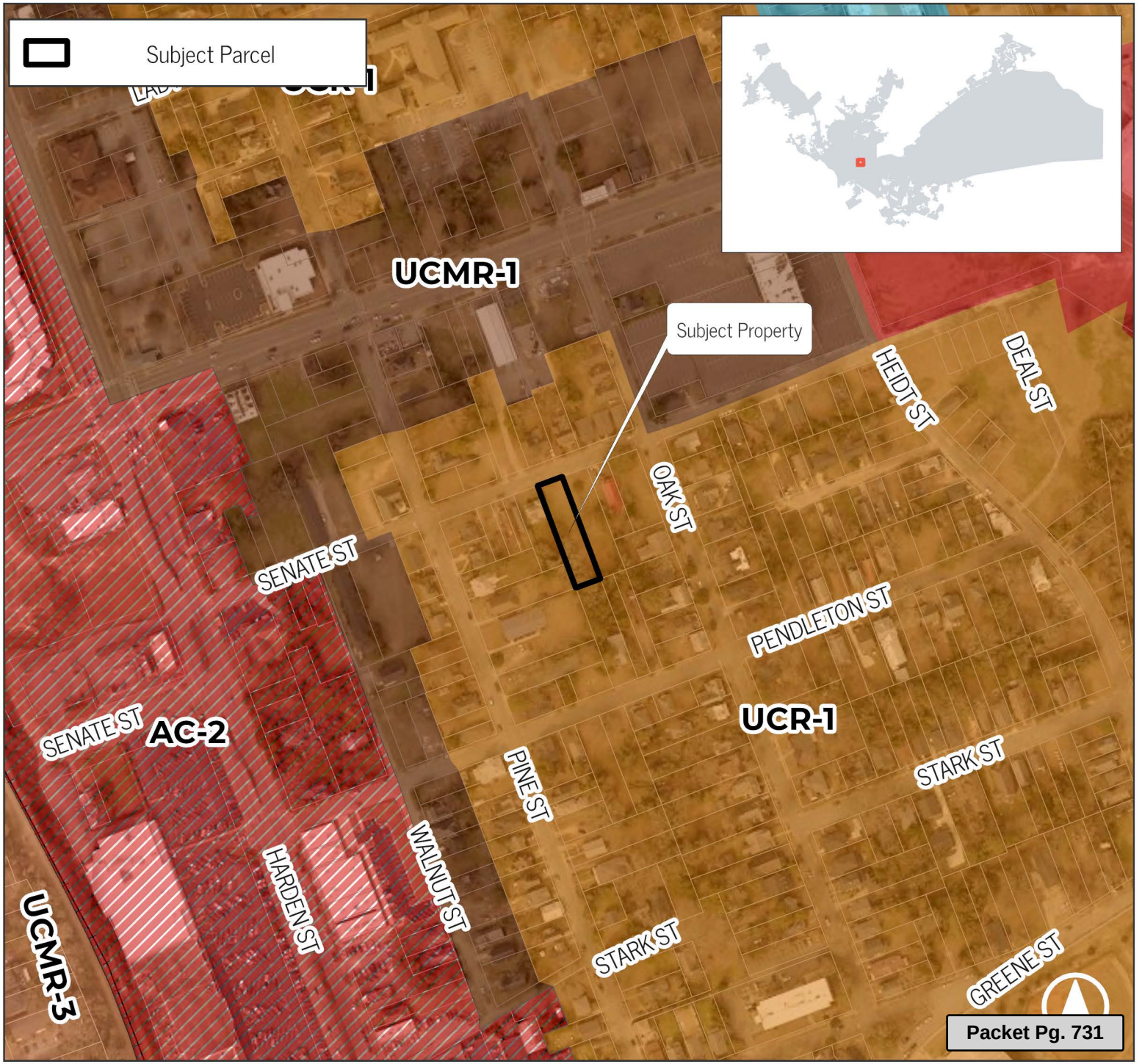
STAFF RECOMMENDATION

The lot is in a block that is consistently RSF-3, and while the recommendation to re-zone a property to a more intense district within a single-family block is generally discouraged, the maximum density that this lot could accommodate for duplex or multifamily use with the proposed zoning district of RM-1 is two units. As well, the property is within the Old Shandon/Lower Waverly Historic District. The maximum density, combined with the historic overlay-which will require review of the design and massing of the structure- provides a level of assurance that a proposed development would be compatible with the surrounding neighborhood and provide needed infill development in this area. Staff finds that the proposed zoning is consistent with the future land use classification of UCR-1 in the Columbia Compass plan and that a recommendation to approve is appropriate.


Subject Property
LADY ST
N MILLWOOD AVE
LYON ST
HEIDT ST
LADY ST
LAURENS ST
HARDEN ST
LADY ST
BRAYTON ALY
DILLON ST
PAGE ST
MILLWOOD AVE
GERVAIS ST
DEAL ST
SHORT ST
GRAHAMS ALY
SENATE ST
STARK ST
SENATE ST
PENDLETON ST
OAK ST
STARK ST
GREENE ST
SENATE ST
WALNUT ST
PINE ST
GREGG ST
LAURENS ST
STARK ST
COLLEGE ST
SANTEE AVE
MEADOW ST
PENDLETON ST

Future Land Use

2212 Senate Street, TMS# 11410-22-06
Future Land Use: Urban Core Residential Small Lot (UCR-1)



Legend

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

0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 9/19/2023

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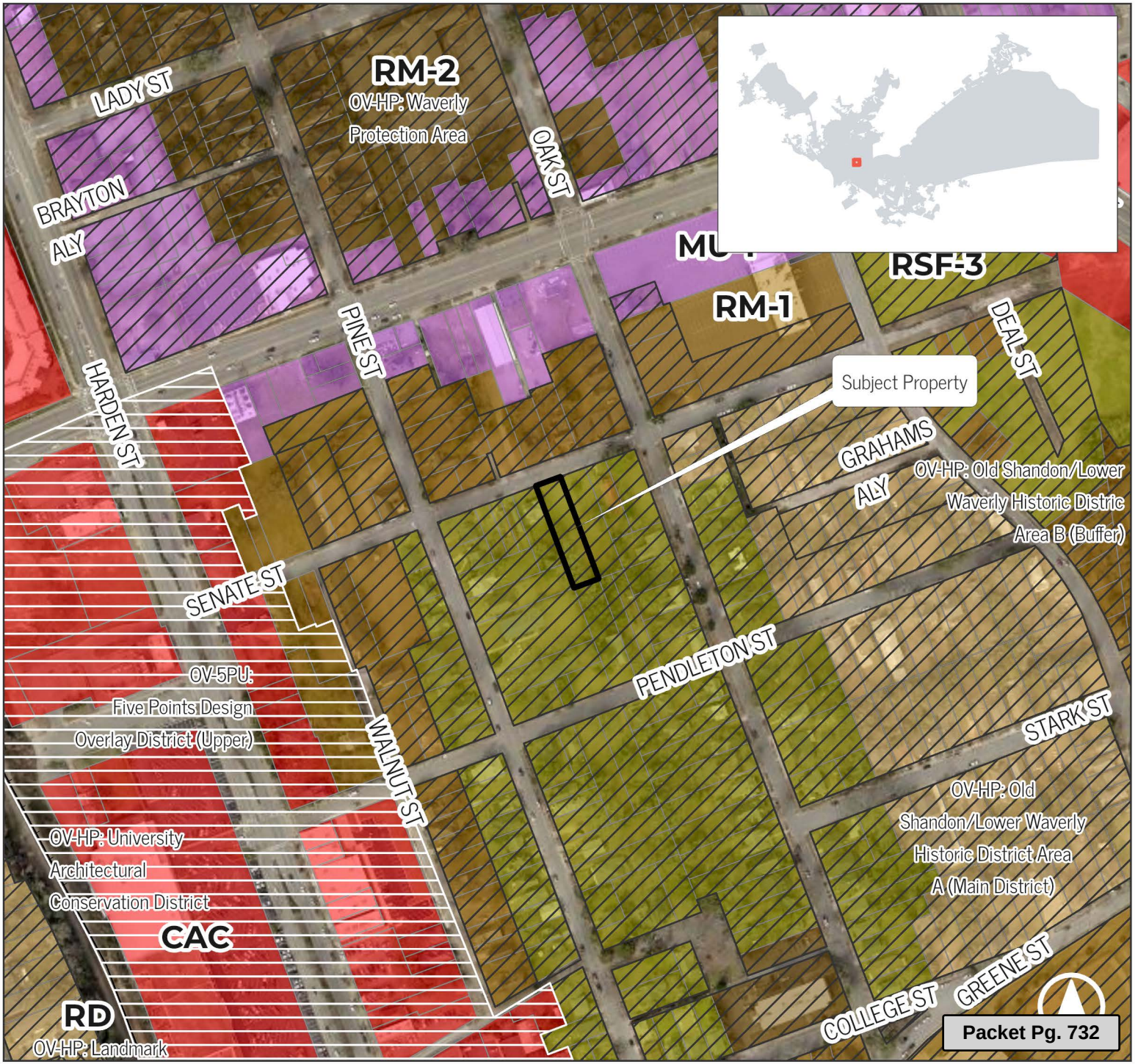
Zoning

2212 Senate Street, TMS# 11410-22-06
Current Zoning: Residential Single Family - Small Lot (RSF-3)
Proposed Zoning: Residential Mixed (RM-1)



Planning & Development Services Department

Created by: swhudson Date: 9/19/2023

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Existing Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

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 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.

UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-1 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.

- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Existing Zoning District

RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Cottage Neighborhood Development

Dwelling, single-family detached

Community recreation center

Cultural facility[2]

Day care facility[2]

Library

Place of worship[2]

Public safety facility

Elementary, middle, or high school[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Utility facility, major[2]

Utility facility, minor

Community garden[1]

Crop production and processing[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District

RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	40	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work[1]

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility[2]

Day care facility[1]

Library

Place of worship[2]

Public safety facility

Elementary, middle, or high school[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Utility facility, major[2]

Utility facility, minor

Dry cleaning pick-up[1]

Grocery store or food market[2]

Community garden[1]

Crop production and processing[2]

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ORDINANCE NO.: 2023-128

Amending the Official Zoning Map to modify the zoning for 2212 Senate Street, Richland County TMS# 11410-22-06

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 2212 Senate Street, Richland County TMS# 11410-22-06; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2212 Senate Street, Richland County TMS# 11410-22-06 and as shown in Attachment A, is hereby rezoned from Residential Single Family-Small Lot District (RSF-3) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP) to Residential Mixed District (RM-1) in the Old Shandon/Lower Waverly Historic District Area A/Main District (OV-HP). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

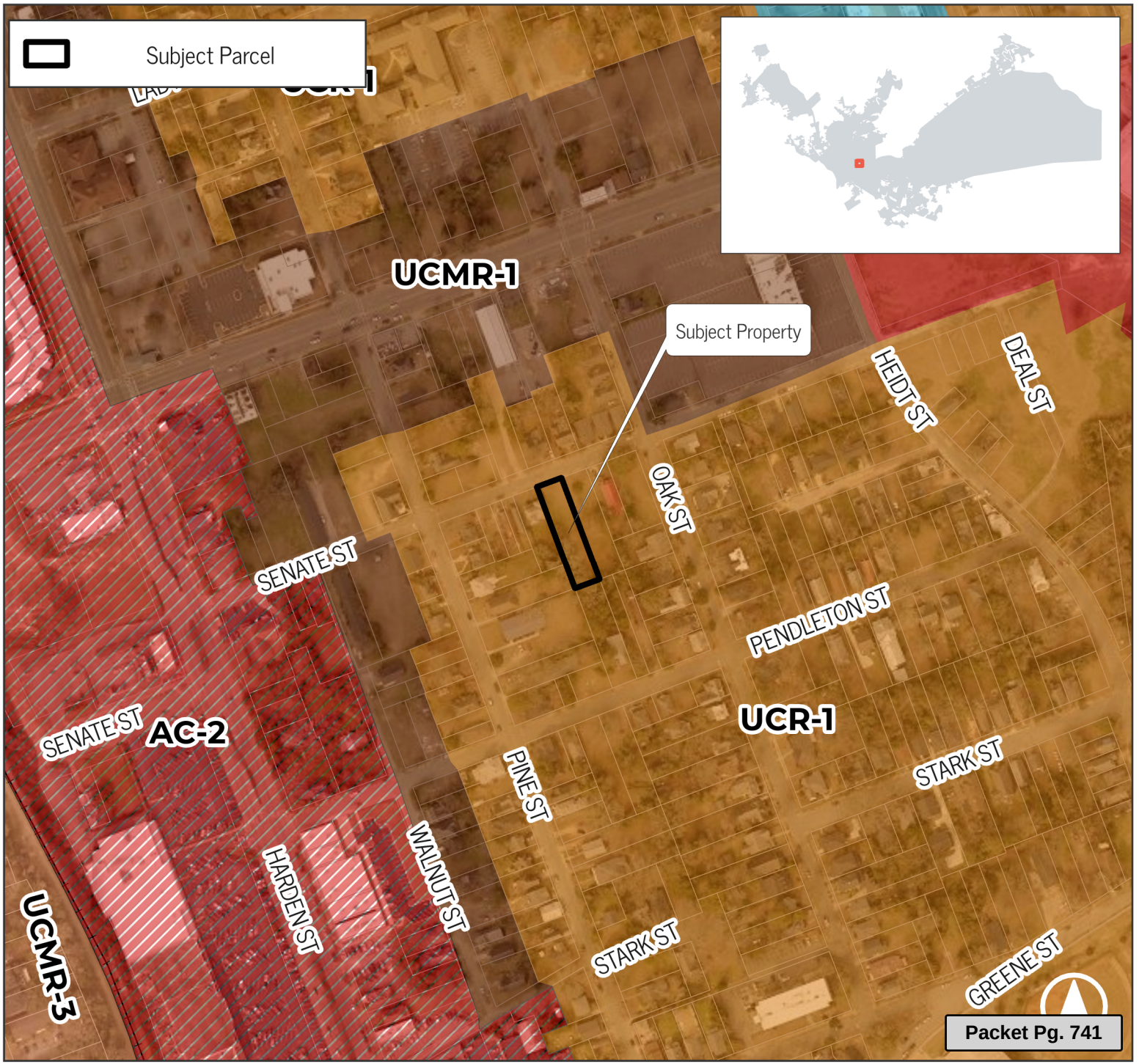
Last revised: 10/25/2023

23018879

LEGAL DEPARTMENT DRAFT

Future Land Use

2212 Senate Street, TMS# 11410-22-06
Future Land Use: Urban Core Residential Small Lot (UCR-1)



Legend

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

0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 9/19/2023

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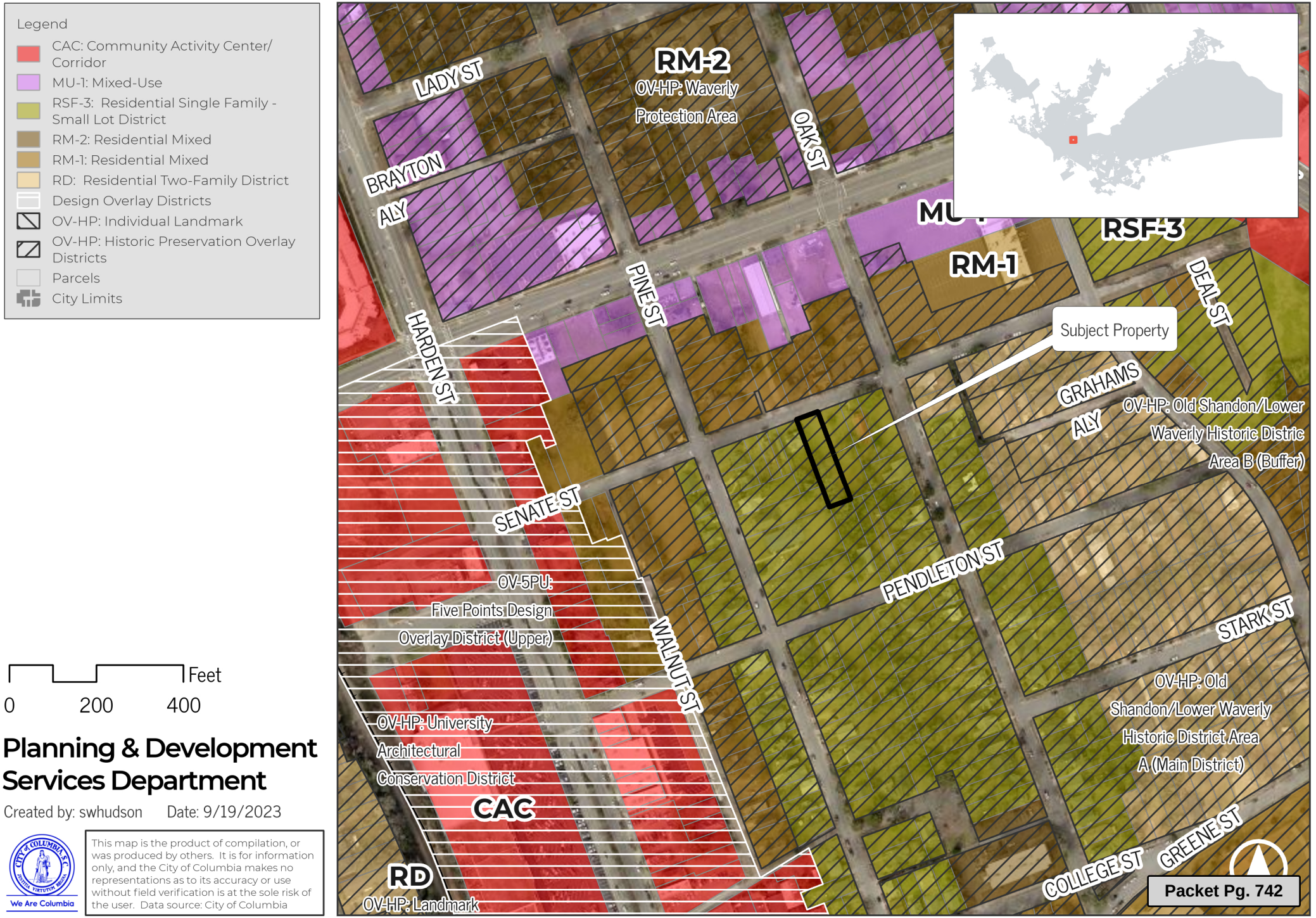
Zoning

2212 Senate Street, TMS# 11410-22-06
Current Zoning: Residential Single Family - Small Lot (RSF-3)
Proposed Zoning: Residential Mixed (RM-1)



Planning & Development Services Department

Created by: swhudson Date: 9/19/2023

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We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2023-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock to add Sec. 4-37, Temporary Use of Goats for Prescribed Grazing and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

PURPOSE:

Endorsed by the Health, Social, and Environmental Affairs Committee on August 22, 2023.

ATTACHMENTS:

- **#a:** 2023-099 - Goat Ordinance (PDF)

ORDINANCE NO.: 2023-099

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock to add Sec. 4-37, Temporary Use of Goats for Prescribed Grazing and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article II, Livestock and Chapter 8, Environmental Health and Sanitation, Article I, In General, Sec. 8-1, Hazardous fences are amended to read as follows:

Chapter 4 - ANIMALS

ARTICLE II. - LIVESTOCK

Sec. 4-37. Temporary Use of Goats for Prescribed Grazing.

(a) *Definitions*. Prescribed Grazing means the temporary use of goats as a landscape management technique to control the growth of undesirable vegetation and a Prescribed Grazing Permit means a permit issued by the City's Planning and Development Department that allows prescribed grazing of only female and neutered goats within the City limits, the purpose of which is to establish conditions under whieh the temporary and periodic use of a limited number of goats for prescribed grazing for vegetative landscaping.

(b) *Permit Required*. Notwithstanding the restrictions on livestock as may be found in Chapter 4, Article II, a Prescribed Grazing Permit to be issued by the City's Planning and Development Department, must be obtained prior to the use of any goats within the City limits for the limited purpose of prescribed grazing. A one-time fee of $25 shall be charged to offset the cost of administering this permit and such permit shall be nontransferable.

(c) *Standards*. The use of goats for prescribed grazing shall be compliant with the current standards and procedures promulgated by the Animal Services Division as Prescribed Grazing Permit Conditions. In addition to other, more specific standards as may be set forth in the Prescribed Grazing Permit Conditions, the following shall apply to all permits:

(1) An application for a Prescribed Grazing Permit must include at a minimum: a detailed site plan, a description of the fencing to be used, the dates the project will begin and end, a signature of the premises owner, the company name and contact information of the goat supplier, as well as a certificate of insurance maintaining coverage in an amount of $1,000,000.00 per occurrence, and $2,000,000.00 in the aggregate from the goat supplier; and,

(2) No more than five (5) goats per ¼ acre and no more than 15 goats per project will be allowed and no front yard grazing shall be allowed on lots with a residence; and,

LEGAL DEPARTMENT DRAFT

(3) The use of one joule or less electrified low voltage fencing may be allowed for the duration of the permit subject to approval; and,

(4) All fencing must have a warning sign clearly visible and posted every 25 feet with a minimum of one sign per side of fencing with said fencing to be placed not closer than 1 foot from adjacent occupied property and for front-yard grazing on vacant lots an additional orange-colored fence shall be required four (4) feet in front of any electrified fencing and at least two feet back from front property line; and,

(5) All premises on which goats are kept shall be clean and used in a manner so as not to constitute a nuisance either by odor, noise, attraction of vermin, impairment of water quality, or violation of any other regulation found elsewhere in Columbia's Code of Ordinances.

(d) *Duration*. No person shall keep any goats under a Prescribed Grazing Permit for longer than seven (7) consecutive days or fourteen (14) total days in any six-month period. The permit shall issue only when in the discretion of the Department the keeping of such an animal in a yard or building under the circumstances as set forth in the application for the permit will not injuriously affect the public health.

(e) *Inspections and Enforcement*. The premises for which a permit issues shall at all times be open to inspection by a City Official during the grazing period. If a violation of the permit terms is found, the property owner or goat owner will be notified and the violation remedied within 24 hours or the permit may be revoked by the issuing Department.

Chapter 8 – ENVIRONMENTAL HEALTH AND SANITATION

ARTICLE I. – IN GENERAL

Sec. 8-1. Hazardous fences.

It shall be unlawful for any person to install, erect, maintain or permit on property owned, occupied or controlled by such person any fence, wall, screen, barricade, post or structure which has affixed to or incorporated into it barbed wire, concertina wire, electrically charged wire, spikes, blades, glass or any other sharp objects or hazardous materials at a level lower than five feet above the ground or the surface upon which pedestrians or vehicles may travel; provided that a fence may have pointed surfaces above and aligned parallel to the fence at a level not lower than 45 inches above the ground or the surface upon which pedestrians or vehicles may travel. Notwithstanding the preceding prohibition, the use of one joule or less, low impedance, pulse type, properly grounded energizers and electrified low voltage fencing shall be allowed if permitted pursuant to a prescribed Grazing Permit as provided for in City Code Section 4-37.

(Code 1979, § 2-2051)

This ordinance is effective thirty days from final reading.

LEGAL DEPARTMENT DRAFT

Requested by:

Councilman Howard Duvall

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 10/10/2023

23018657

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2023-115 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (LDE, LLC and Shop Grove 1, LLC, Richland County TMS #R16200-04-18 and R13500-03-05)**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

PURPOSE:

Endorsed by the Economic Development and Infrastructure Committee on October 17, 2023.

ATTACHMENTS:

- **#a:** 2023-115 - DM 7778395-v1 City of Columbia Ordinance Consenting to MCIP Inclusion (002) (PDF)
- #b: Project Briefing - Council Agenda - Project Growth (DOCX)

ORDINANCE NO.: 2023-115

Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (LDE LLC and Shop Grove 1 LLC, Richland County TMS # R16200-04-18 and R13500-03-05)

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield; and,

WHEREAS, the project to be undertaken by LDE LLC and Shop Grove 1 LLC (collectively, the "Developer") has committed to establish, in phases, certain facilities which may be used for manufacturing, warehousing, distribution or commercial activities, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property in the aggregate of not less than $29,000,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and two fee in lieu of tax agreements between the County and the Developer for the Property (each, a "Fee Agreement," and together the "Fee Agreements") to provide for the payment of a negotiated fee in lieu of tax as well as the issuance of Credits against certain of the Developer's fee in lieu of tax payments with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

LEGAL DEPARTMENT DRAFT

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the fee in lieu of tax payments generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and, WHEREAS, the Project is anticipated to provide substantial public benefits, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ___ day of _____, 2023 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits under either of the Fee Agreements.

2. The County's approval, execution and delivery of the Fee Agreements related to the Property.

3. The Fee Agreements will each provide that (a) the Developer will make fee in lieu of tax ("FILOT") payments related to the Property during the term of the Fee Agreement, which FILOT shall be based on property tax assessment of the Property of six percent and a fixed millage rate equal to 0.5502; (b) the annual FILOT payment payable from the Developer to the County will be subject to reduction by a 35% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of each Fee Agreement shall be thirty (30) years for each phase of the Project placed in service in the investment period (as defined therein); (d) the term of the Credits under each Fee Agreement shall be for ten (10) consecutive years, as shall be set forth in the Fee Agreement; (e) in each year during the term of the Credit, the City will be entitled to receive the portion of the FILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (f) the Property will be deemed removed from the Park upon the expiration or earlier termination of both of the Fee Agreements.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, the time limit for the Project Credit period under each Fee Agreement as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases under either Fee Agreement shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance.

LEGAL DEPARTMENT DRAFT

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

_____

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 9/14/2023
23018384

EXHIBIT A
PROPERTY DESCRIPTION

That certain parcel bearing Richland County tax map number R16200-04-18, consisting of approximately 37.33 acres, more or less, it being understood that such parcels may be further subdivided or combined or may be enlarged by the closure of adjoining public roadways or public rights-of-way in accordance with applicable law;

Together with that certain parcel bearing Richland County tax map number R13500-03-05, consisting of approximately 0.87 acres, more or less, it being understood that such parcels may be further subdivided or combined or may be enlarged by the closure of adjoining public roadways or public rights-of-way in accordance with applicable law.

LEGAL DEPARTMENT DRAFT

Economic Development and Infrastructure Committee Briefing

Project Name: Project Growth

Developer: LDE LLC and Shop Grove 1 LLC

Address(s): 135 Sparkman Drive

TMS Numbers: R16200-04-18 and 13500-03-05

Proposed Development: Industrial spec building space across 38.1 acres southeast of Shop Road

Project Investment: $29,000,000, minimum investment of $2,500,000 must be made within first five years

City Commitment: 30 year FILOT to keep them from being taxed ad valorem with a fixed millage, and a 35% special source revenue credit for 10 years

Project Summary: Proposed project includes 344,000 square feet of industrial space developed across 5 buildings (217,000; 11,000; 50,000; 50,000 and 16,000 sq ft) across 36 acres of undeveloped land on Sparkman Drive in South Columbia. There is $1,200,000 of infrastructure work to support the site associated with the project as well. Proposed tenants are to be logistics and manufacturing.

Shop Grove Park Cost Breakdown	
Projected Cost	
Park Infrastructure	
Road	
Phase 1	$ 385,000
Phase 2	$ 395,000
DOT Work	$ 80,000
Water/Sewer	$ 305,000
Street Lighting	$ 35,000
Signage	$ 22,500
Total Infrastructure Costs	$ 1,222,500
Building Costs	
Building 1 (11,000 SF)	
Building Construction	$ 1,490,000
Site Work	$ 470,000
Building 3 (217,000 SF)	
Building Construction	$ 11,300,000
Site Work	$ 3,800,000
Total Building Costs	$ 17,060,000
Total Projected Costs	$ 18,282,500

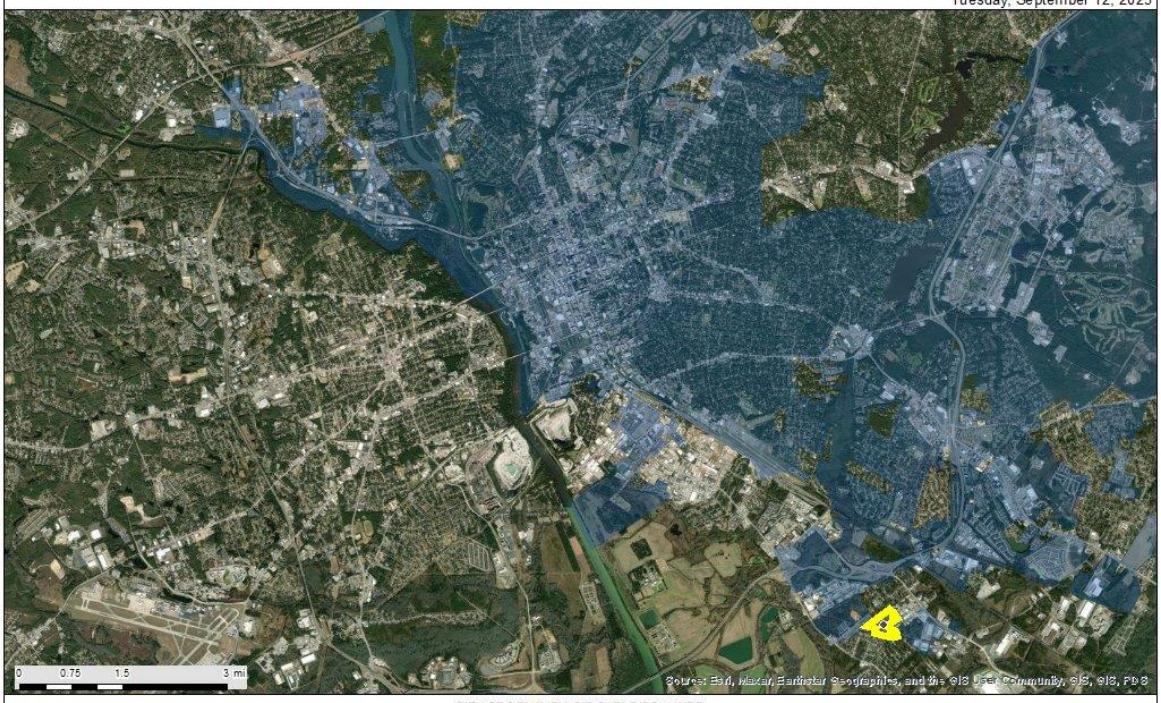
*This does not include costs associated with Building 2, 4 and 5. These buildings are shown on the conceptual site plan, but full designs have not yet begun.

Additional Buildings	
To Be Built	
Building Costs	
Building 2 (50,000 SF)	
Building Construction	$ 4,000,000
Site Work	$ 1,000,000
Building 4 (50,000 SF)	
Building Construction	$ 4,000,000
Site Work	$ 1,000,000
Building 5 (16,000 SF)	
Building Construction	$ 1,280,000
Site Work	$ 750,000
Total Projected Costs	$12,030,000

City of Columbia

Project Growth - Aerial

Tuesday, September 12, 2023



CITY OF COLUMBIA GIS DATA DISCLAIMER

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City of Columbia

Project Growth

Tuesday, September 12, 2023

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We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2023-125 - Granting an encroachment to Midtown Fellowship for the use of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** 2023-125 - Midtown Fellowship Encroachment (PDF)
- #b: Midtown Fellowship packet (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-125

Granting an encroachment to Midtown Fellowship for the use of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01

WHEREAS, Midtown Fellowship (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1800 block of Blanding Street for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way area of the 1800 block of Blanding Street adjacent to 1800 and 1804 Blanding Street, Richland County TMS# 11403-09-01, for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Sidewalk shall be a minimum of six (6') feet in width.

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

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

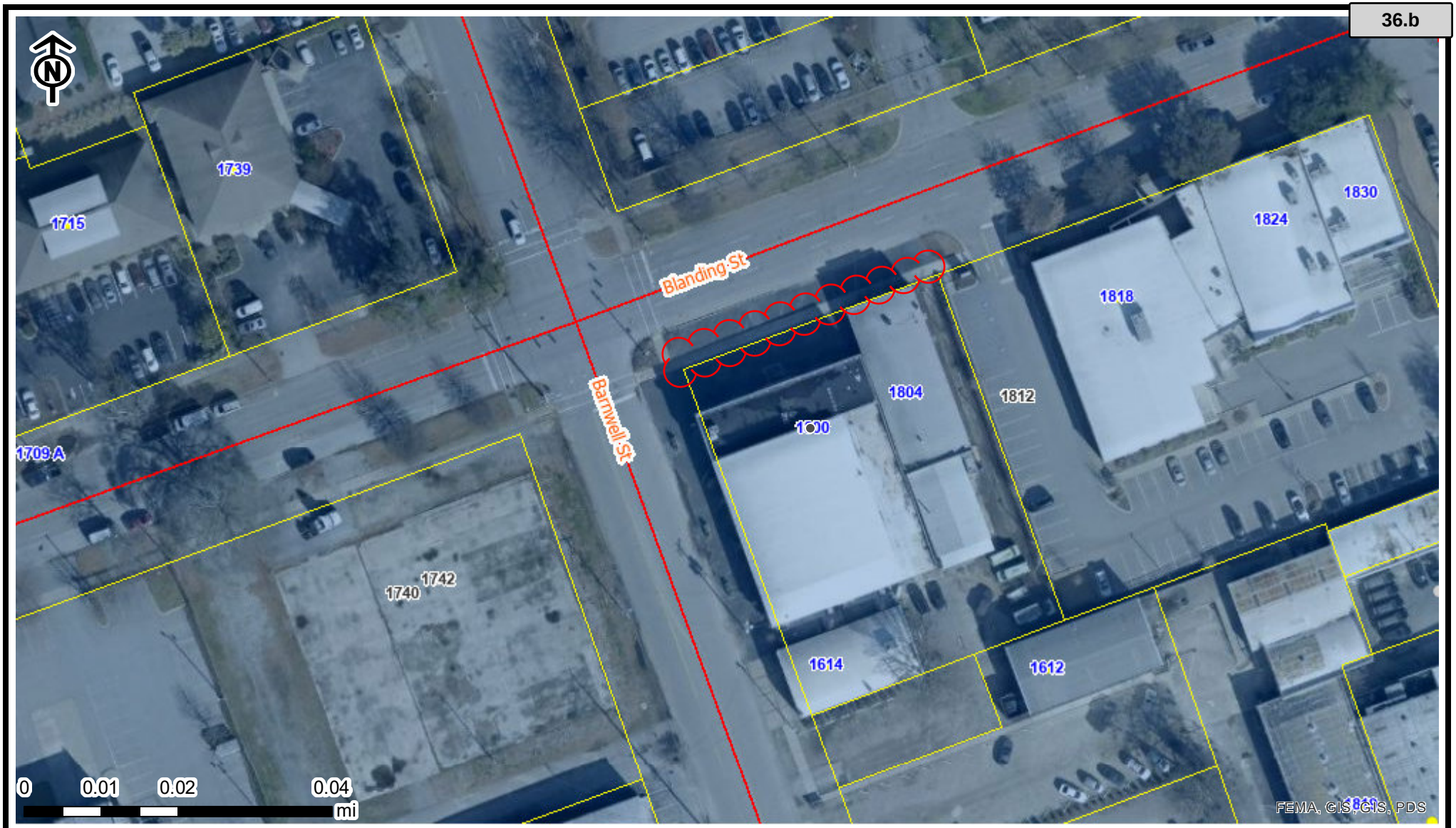
Introduced:
Final Reading:

CITY COUNCIL
ENCROACHMENT SUMMARY
2023-125

1800 BLOCK OF BLANDING STREET
ADJACENT TO 1800 AND 1804 BLANDING STREET
LANDSCAPING, IRRIGATION AND A NEW CONCRETE SIDEWALK

Subject Property:	Right-of-way adjacent to 1800 and 1804 Blanding Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping, irrigation and a new concrete sidewalk.
Applicant:	Midtown Fellowship
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of landscaping, irrigation and a new concrete sidewalk adjacent to 1800 and 1804 Blanding Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Sidewalk shall be a minimum of six (6’) feet in width.



City of Columbia

We Are Columbia

This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division
Monday, October 23, 2023

Address Point
- Active
- Vacant
- Tax Parcel

Street & Ownership
- Interstate
- Highway
- City Maintained
- State Maintained
- Private
- Others
- Columbia City Limits

FEMA Flood Hazard Area
- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1
- Green: Band_2
- Blue: Band_3

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 informati
the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

Existing Site Plan

Front of 1800 Blanding Street

Proposed Site Plan

Front of 1800 Blanding Street

Specifications Sheet

Front of 1800 Blanding Street

We wish to:

- Install a new concrete sidewalk
- Install a new curb, with curb cut in center of entrance
- Install Dwarf Podocarpus along the curb
- Install “Empire Zoysia” sod along curb
- Install approximately 3-4 Willow Oaks between curb and sidewalk

Permanent Encroachment
Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

We wish to do the following along the front of 1800 Blanding Street:

1. Install a new concrete sidewalk where existing side walk is
2. Install a new curb along Blanding Street, with curb cut in center of entrance
3. Install Dwarf Podocarpus along the curb
4. Install "Empire Zoysia" sod along the curb
5. Install approximately 3-4 Willow Oaks between curb and sidwalk

For staff use only

Date received (M/D/Y): _____/_____/_____ By: _____

Permanent Encroachment
Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
Print Name Chris Kakaras	Date 9/28/23

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2023-129 - Authorizing the City Of Columbia, South Carolina, to Execute and Deliver an Equipment Lease Purchase Agreement in the amount of not exceeding $9,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** 2023-129 - Equipment Lease Purchase Agreement (PDF)

ORDINANCE NO.: 2023-129

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING $9,000,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO

LEGAL DEPARTMENT DRAFT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The City Council (the "Council") of the City of Columbia, South Carolina (the "City"), hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into a lease purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the City Manager and Assistant City Manager for Finance and Economic Services for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the "Equipment").

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide service necessary and useful to the operations of the City government.

Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding $9,000,000. The Request for Proposals in the form set forth as Exhibit B hereto and the distribution thereof to various banks and other financial institutions in the City and other locations as the City Manager and Assistant City Manager for Finance and Economic Services determined, is hereby ratified and approved. Without further authorization, the Council hereby delegates to the Mayor and the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to: (a) determine the principal amount of the Lease Agreement, if less than authorized by this Ordinance; (b) determine the payment schedule under the Lease Agreement; (c) determine the final payment date under the Lease Agreement; (d) determine the terms relating to any prepayment of the Lease Agreement; (e) determine the date and time for receipt of bids under the Request for Proposals; (f) accept, as well as negotiate, with any responsible bidder under the terms of the Request for Proposals and award the sale of the lease purchase financing to the bidder (the "Bidder") submitting the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (g) make changes to the quantity, cost or description of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an "Authorized Person"), is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder, and to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The Lease Agreement is to be in the form as shall be approved by any Authorized Person, the Authorized Person's execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents; Ratification of Certain Actions. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk and City Attorney are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth and the transactions contemplated hereby and thereby, and the actions of such officers in executing and delivering any of such documents, in such form as any Authorized Person shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The City, as lessee under the Lease Agreement, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended ("Code") and regulations promulgated thereunder in effect on the date of the execution and delivery of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;

(b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The City Manager and Assistant City Manager for Finance and Economic Services of the City, or any one of them acting alone, are hereby authorized to adopt or modify written procedures for and on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Lease Agreement or other tax-exempt bonds issued by the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Equipment prior to the issuance of the Lease Agreement or Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Equipment will be the City's general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the City within thirty (30) days of the City's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City's revenue or its tax base.

Section 7. Severability. All ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ___ day of _____, 2023.

CITY OF COLUMBIA, SOUTH CAROLINA

_____
Mayor

(SEAL)

ATTEST:

_____
Clerk

Date of First Reading: _____, 2023
Date of Second Reading: _____, 2023

[Signature page]

EXHIBIT A

Equipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT B

Form of Request for Proposals

REQUEST FOR PROPOSALS

City of Columbia, South Carolina
Equipment Lease Purchase Financing, 2024

Response Due: _____ ____, 2024
12:00 Noon, South Carolina Time

[NOT] BANK QUALIFIED

The City of Columbia, South Carolina (the "City"), is requesting proposals from various banks and financial institutions for a not exceeding $9,000,000 tax-exempt (non-bank qualified) lease purchase financing to defray the costs of acquiring certain equipment as described herein. The City invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing. The City strongly discourages the submission of a bid which would require any modification to the approving ordinance.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2024 Equipment Lease Purchase" and should be mailed or delivered to:

Kristine A. Githara
Finance Director
City of Columbia
1136 Washington Street
Columbia, SC 29201

E-Mail Proposals: Electronic proposals may be e-mailed to the attention of Ms. Kristine A. Githara, Finance Director, at kristine.githara@columbiasc.gov, with a copy to Burr & Forman LLP, Special Counsel to the City, to the attention of Michael J. Seezen, Esq. at mseezen@burr.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF PROPOSALS.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the City, in its sole discretion, reserves the right to select the proposal determined to be the most advantageous to the City. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the City. The City reserves the right to reject any or all bid proposals as well as negotiate with the lowest responsible bidder.

I. Terms and Conditions

(a) Amount to be Financed: Not exceeding $9,000,000. The City retains the option to reduce the total amount to be financed by up to 10%. The final amortization structure of the Lease Agreement will be subject to the mutual agreement of the City and the successful bidder. A bid for less than the total principal amount contemplated by this Request for Proposals will not be considered.

(b) Funding Options. Bidders may submit proposals on either or both of the following two basis:

1. Fully-Funded. Proceeds of the financing will be fully funded at closing, and deposited to an account held for the benefit of the City (the "Acquisition Account"). Interest will accrue on the full principal amount of the financing from the date of closing. If a bidder requires that the Acquisition Account be held by the bidder or its designee, the bidder must so indicate on its proposal (including any fees required thereunder). Otherwise, the City retains the right to designate a bank to act as custodian of the Acquisition Account. Interest earnings in the Acquisition Account must accrue to the City.

2. Draw-Down. Proceeds of the financing will be advanced to the City on an as-needed basis, during the first twenty-four (24) months after the execution of the financing. Interest will accrue from the respective dates of each advance.

(c) Payments/Interest Rate: The final payment of principal and interest shall be due on or before _____. Payments of principal and interest shall be made monthly, commencing on the later of _____, 2024, or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity (in either case, payments of principal and interest may be made without penalty or interest on the first business day following the day such payments are actually due). The City will consider other proposed terms for the Lease Agreement (including longer or shorter terms) but reserves the right to reject any terms or structure which are inconsistent with its plan of finance.

Bidders shall submit a bid consisting of a single fixed rate of interest per annum for the total principal amount of the Lease Agreement (as defined herein) which is to bear until maturity or prior redemption and should be expressed as a percentage interest rate of one one-thousandth ($1/1,000^{th}$) of a percent. Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months

("30/360 Day Count"). For purposes of analyzing bids received and determining the award of the Lease Agreement, the City will utilize a 30/360 Day Count.

Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the Code (as defined herein), changes in the bidder's capital requirements or cost of capital, or for any other reason (other than the loss of tax exemption due solely to the actions or inactions of the City), will be rejected. In the event of a tie bid and absent other factors favoring one proposal over another in the City's sole and absolute discretion, the Lease Agreement will be awarded to the bidder whose bid was received first in the City's sole and absolute discretion.

(d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (currently expected to be on or about _____ ____, 2024 subject to mutual agreement of the City and the successful bidder). Bidders may request a closing date later than that identified herein by the City so long as the interest rate, costs and other terms of the bid are similarly guaranteed from the date of the such bidder's proposal until such bidder's requested alternate closing date.

(e) Equipment/Form of Lease Agreement: See attached Exhibit A for a description of the general categories and types of equipment proposed to be financed. At the request of a bidder, the City agrees to provide more detailed information regarding the equipment proposed to be financed to such bidder prior to the date and time that responses are due; however, the City reserves the right to add, delete or modify equipment from such list any time prior to the purchase thereof from the proceeds of the Lease Agreement, as may be necessary or desirable to suit the City's capital needs, for so long as such equipment continues to be described within the categories set forth in Exhibit A hereto.

The successful bidder's proposed form of equipment lease purchase agreement ("Lease Agreement") should be provided to the City's Special Counsel within three (3) business days of the award of the successful proposal.

(f) Non-appropriation: A non-appropriation provision acceptable to the City must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition Account (as defined below) must be subject to annual appropriation by the City.

(g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.

(h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the City nor will the full faith, credit and taxing power of the City be pledged to the payment of the Lease Agreement.

(i) Title: Title to the equipment will be in the name of the City subject to the bidder's rights under the Lease Agreement. The successful bidder shall be responsible for taking all actions it deems necessary to impose its lien upon or perfect any security interest in the equipment.

Unencumbered title to the equipment must be provided to the City, and the bidder's lien on the equipment must be released, on the date of final payment, whether upon maturity or prior redemption of the Lease Agreement. The Lease Agreement must allow the City to dispose of certain of the equipment in its sole discretion prior to the termination of the Lease Agreement provided the value of the remaining items of equipment is not less than the outstanding principal balance of the Lease Agreement at the time of such disposition.

(j) Payments for Equipment; Investments: Payments from the Acquisition Account or amounts advanced by the successful bidder, as applicable, may be made either to the City as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the City, which may be up to twenty-four (24) months following the execution of the financing unless otherwise mutually agreed upon by the successful bidder and the City. Without limitation of the foregoing, payments therefrom must be made available upon request of the City for periodic partial payments to equipment vendors for the manufacture and/or assembly of equipment prior to delivery and acceptance of such equipment by the City. All funds invested or deposited in the Acquisition Account shall at all times be invested or deposited, as applicable, in a manner which satisfied the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.

(k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel and the City's financial advisor will be paid by the City. Any fees and costs of the bidder (including its legal expenses) to be paid by the City must be stated in the response to this Request for Proposals and may be taken into account by the City in its bid analysis. The Lease Agreement must allow the City to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of

the proceeds of the Lease Agreement.

(l) Insurance: The City is self-insured for property, casualty and general liability risks. The equipment will be insured in a similar manner.

(m) Closing: The City expects to accept the successful proposal on _____ ____, 2024 (the "Award Date"), and close the transaction on _____ ___, 2024.

(n) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the City, the Lease Agreement will be subject to prepayment at the option of the City in whole or in part at any time without any prepayment penalty.

(o) Lease Agreement [Not Designated] [Designated] as Qualified Tax-Exempt Obligation: The City has [**not** designated] the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code, as amended (the "Code"), relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

(p) Confidentiality. If requested by a bidder, the City and its professional advisors will maintain the confidentiality of such bid and the contents therein beginning from the City's receipt of such bid until the Award Date; however, neither the City nor its professional advisors shall be subject to any term or provision relating to the confidentiality of any bid or the contents therein following the Award Date. Notwithstanding anything to the contrary, in no event shall any confidentiality term or provision contained in any bid prevent any disclosure by the City required by any applicable law or regulation (including continuing disclosure undertakings by the City required thereby) or as a result of any legal or administrative procedure.

II. Proposal Requirements

(a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.

(b) No proposal may be modified by a bidder after it has been submitted.

(c) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.

(d) Proposals must be accompanied with a list of all requirements and

conditions associated with the proposal.

(e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing annual payment amounts for the term of the financing.

(f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.

(g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal as determined by the City in its sole and absolute discretion. After the proposals are received, they will be evaluated by the officials of the City based on various factors, including, but not limited to, the interest rate, proposed form of Lease Agreement, redemption terms, prepayment provisions or limitations, additional credit or underwriting approval, legal or other additional costs of the proposer to be paid by the City or factored into the interest rate, additional covenants and terms, if any, and other conditions set forth therein. The City reserves the right to reject any and all proposals or to waive irregularities in any proposal. The City expects to accept the successful proposal by the close of business on the Award Date.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the Burr & Forman LLP, Special Counsel, and the City's attorney, Teresa A. Knox, Esq.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the City to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

Interest on the Lease Agreement is not an item of tax preference for purposes of the federal individual alternative minimum tax. The Inflation Reduction Act, H.R. 5376, recently enacted into law, includes an alternative minimum tax to be imposed on the "adjusted financial statement income" of "applicable corporation," as each is defined therein, for tax years beginning after December 31, 2022. The interest on the Lease Agreement may be included in the adjusted financial

statement income of such applicable corporations for purposes of computing such alternative minimum tax.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the City with respect to certain material facts solely within the knowledge of the City relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be required to execute an Investment Letter to the City in substantially the form attached hereto as Exhibit B and incorporated herein by reference.

VII. Additional Information. The City presently maintains underlying general obligation ratings of Aa1/AA+ from Moody's/S&P (the "GO Ratings") but will not obtain a rating specific to the Lease Agreement. **However, the GO Ratings were obtained in connection with the issuance of general obligation debt and are provided herein for informational purposes only and may not be relied upon by prospective bidders.** As provided previously, the Lease Agreement will not be a general obligation of the City and must include a non-appropriation provision acceptable to the City.

Audited financial reports of the City are available on the City's website[1] (which website is not intended to be an active hyperlink and the information contained therein is not incorporated by reference herein).

[1] https://finance.columbiasc.gov/cafrs/

If you should have any questions regarding the Request for Proposals, you should contact:

Kristine A. Githara
Finance Director
Phone: 803.545.3409
E-Mail: kristine.githara@columbiasc.gov

Michael J. Seezen, Esq.
Burr & Forman LLP
Phone: 803.753.3257
E-Mail: mseezen@burr.com

Bidders are encouraged to submit any questions or requests for further information to the City at least two business days prior to the date proposals are due (_____ ___, 2024), in order to ensure sufficient time for the City to review and respond to such questions or requests.

No questions may be directed to or contacts made with the Mayor, other members of City Council or any City staff not identified in this Request for Proposals as points of contacts during the period of time that this Request for Proposals is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

/s/ Jeffery M. Palen
City of Columbia, South Carolina
Assistant City Manager for Finance and
Economic Services

_____ ___, 2024

EXHIBIT A

Equipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT B

Form of Investment Letter

_____, 2024

City of Columbia, South Carolina
Columbia, South Carolina

Teresa A. Knox, Esq.
City Attorney, City of Columbia
Columbia, South Carolina

Burr & Forman LLP
Columbia, South Carolina

RE: City of Columbia, South Carolina
[Lease Agreement], 2024, $_____

This letter is provided by _____ (the "Lessor") in connection with the execution and delivery of a [Lease Agreement] dated as of _____, 2024 (the "Agreement") between the Lessor and City of Columbia, South Carolina (the "City"). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Agreement. The undersigned, an authorized representative of the Lessor, hereby represents to you that:

1. The Lessor has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the Agreement.

2. The Lessor has authority to enter into the Agreement and to execute this letter and any other instruments and documents required to be executed by the Lessor in connection with the Agreement.

3. The undersigned is a duly appointed, qualified and acting representative of the Lessor and is authorized to cause the Lessor to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lessor.

4. The Lessor understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the City and the Agreement is being provided with respect to the Agreement. In due diligence, the Lessor has made its own inquiry and analysis with respect to the City, the Agreement, the [Lease Payments] and the security therefor, and other material factors affecting the security for and payments to be made under the Agreement.

5. The Lessor acknowledges that it (a) has either been supplied with or has access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions; and (b) has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Agreement, the Acquisition Payments and the security therefor, so that as a reasonable investor, it has been able to make its decision to enter into the Agreement.

6. The Lessor is primarily entering into the Agreement for its own account (or for that of its consolidated taxpayer group) and not with a current view to resale or other distribution thereof, and the Lessor does not currently contemplate the division of the Agreement nor the resale or other disposition of the Agreement, or any part thereof, except as permitted by law and subject to applicable securities laws and regulations thereunder.

7. The undersigned acknowledges that the Lessor will file any UCC financing statements or otherwise take any actions necessary in order to perfect the Lessor's security interest in any collateral in connection with the Agreement.

8. Lessor understands that the scope of engagement of Teresa A. Knox, Esq., as City Attorney, with respect to the Agreement has been limited to the matters set forth in his opinion.

9. The undersigned understands that the scope of engagement of Burr & Forman LLP, as Special Counsel for the City with respect to the Agreement, has been limited to matters set forth in their opinion.

[LESSOR]

By: _____

Its: _____

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2023-130 - Authorizing the City Manager to execute an Assignment and Assumption of Lease and Lessor's Consent between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc. for a portion of real property located within Maxcy Gregg Park**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** 2023-130 - Lease between City and Isadore Lourie Center (PDF)
- #b: APPROVED_Lease_Assignment_Lourie_Center (PDF)

ORDINANCE NO.: 2023-130

Authorizing the City Manager to execute an Assignment and Assumption of Lease and Lessor's Consent between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc. for a portion of real property located within Maxcy Gregg Park

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager is hereby authorized to execute the attached Assignment and Assumption of Lease and Lessor's Consent for a portion of real property located within Maxcy Gregg Park, or in a form to be approved by the City Attorney, between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc., for the terms and conditions therein contained.

Requested by:

Assistant City Manager Simons

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

extent any such conditions have not been satisfied prior to the execution hereof, any and all such conditions are hereby waived by Lessor to the fullest extent permitted by applicable law.

4. Reaffirmation of Lease Terms. Assignee and Lessor agree that the terms, covenants and conditions of the Lease shall remain and continue in full force and effect. If there is any conflict between the terms and provisions of this Assignment and the terms and provisions of the Lease, the terms and provisions of this Assignment shall govern

5. Temporary Suspension of Section IV.C of the Lease. Notwithstanding Section 4 of this Assignment, Lessor hereby acknowledges and agrees that the Assignee will not be required to comply with Section IV.C of the Lease—which requires the Lessee to conduct senior center programs for not less than twenty (20) days per month or Lessee shall be deemed to have ceased operations and the property shall revert back to the Lessor—for a period of one hundred twenty (120) days following the Effective Date. The purpose of this Section 5 is to permit the Assignee to conduct needed remedial repairs on the buildings and improvements located on the leased premises. At the expiration of the one hundred twenty (120) days, Section IV.C shall apply to the Assignee and be in full force and effect unless the period is otherwise extended by the Lessor.

6. Governing Law. This Assignment shall be governed by and construed under the laws of the State of South Carolina without regard to conflicts-of-law principles that would require the application of any other law.

7. Counterparts. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended except in a written agreement and signed by the parties hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2023-088 - Authorizing and approving the City Manager's execution of a Waiver of the City's Right to Repurchase 10 acres, Richland County TMS #13508-02-01, located on The Boulevard, in the Columbia Industrial Park provided for in restrictions of record recorded in Book 405 at Page 1697**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R_2023_088_Waiver_of_Restrictions (PDF)
- #b: Waiver of Restriction Columbia Industrial Park TMS 13508-02-02 (PDF)
- #c: Memo_R_2023_088 (PDF)

RESOLUTION NO.: R-2023-088

Authorizing and approving the City Manager's execution of a Waiver of the City's Right to Repurchase 10 acres, Richland County TMS #13508-02-01, located on The Boulevard, in the Columbia Industrial Park provided for in restrictions of record recorded in Book 405 at Page 1697

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager's execution of the attached Waiver of the City's Rights to repurchase 10 acres, Richland County TMS #13508-02-01, located on The Boulevard, in the Columbia Industrial Park provided for in restrictions of record recorded in Book 405 at Page 1697 is authorized and approved.

Requested by:

State of South Carolina

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

RELEASE AND WAIVER OF COVENANTS AND RESTRICTIONS DECLARATION

COLUMBIA INDUSTRIAL PARK
(Book 340 Page 239)

WHEREAS, certain reservations, conditions, covenants and restrictions for the Columbia Industrial Park are set forth in that certain Declaration on behalf of the City of Columbia (the "City"), dated November 7, 1962, filed on November 7, 1962, in Book 340 at Page 239 (the Declaration");

WHEREAS, in paragraph one (1) of the Declaration, the City reserved a right to re-purchase, per the terms contained in the Declaration, any lot located in the Columbia Industrial Park if within two (2) years from the date of the deed from the City no building had been commenced thereon;

WHEREAS, the State of South Carolina acquired two tracts from the City by deed dated April 27, 2000, recorded on May 3, 2000, in Book 405 at Page 1697.

WHEREAS, the State of South Carolina has contracted to sell one of the tracts consisting of 10± acres (the "Property"), more fully described as follows:

> All that certain piece, parcel, or lot of land, with improvements thereon, if any, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing 10± acres and being shown and delineated as a ten (10) acre (435,600 square feet) portion of now or formerly Richland County TMS #13508-02-01 on The Boulevard on a plat prepared for the City of Columbia at Columbia Industrial Park by the City of Columbia Engineering Department dated February 12, 1999. Said parcel having such boundaries and measurements as are shown on said plat, the same being incorporated herein by reference.
>
> Richland County Tax Map No. R13508-02-02

WHEREAS, the City, as grantor, retained the right to release or waive any re-purchase rights contained in the Declaration.

NOW THEREFORE, the City, as grantor, does hereby release, waive and relinquish any and all of its rights, if any, to re-purchase the above Property being sold by the State of South Carolina to Brian Boyer, its successors and assigns, and any subsequent sale of the Property.

IN WITNESS WHEREOF, this release and waiver of restrictions has been executed and sealed by the City of Columbia, hereunto this _____ day of September, 2023.

WITNESSES:

The City of Columbia

_____

_____

By:_____
Teresa Wilson
City Manager

APPROVED AS TO FORM
Legal Department City of Columbia, SC
10/17/2023

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named City of Columbia, by Teresa Wilson, its City Manager, as duly authorized by its City Council at meeting duly assembled, sign, seal, and, as its act and deed, deliver the within-written Waiver of Restrictions, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this _____

day of _____, 2023

_____ (L.S.)
Notary Public for South Carolina

My Commission expires: _____

We Are Columbia

Memo

To: Members of Columbia City Council
From: Krista Hampton, Director of Planning and Development Services
Date: November 7, 2023
CC: Teresa Wilson, City Manager and Missy Gentry, ACM - Development
RE: **Resolution 2023-088 – Authorizing Waiver of Right to Repurchase Land in Columbia Industrial Park**

Submitted for City Council's consideration is the above resolution, which would authorize the granting of a release from a deed restriction on a parcel, formerly owned by the City in the Columbia Industrial Park. The restriction permits the City the right to repurchase the parcel if, within two years from the date of the deed, no building has been constructed. The restriction was placed on all land in the park in 1962. The subject parcel was sold to the State of South Carolina in 2000 and no building has been constructed. The Department of Administration is now preparing to sell the subject parcel and requests the release. The City granted the same waiver to the State on a parcel across the street at 2771 The Boulevard in 2009 and it was subsequently sold and developed.

1136 Washington Street, Columbia SC 29201 • T: 803.545.3425 • KRISTA.HAMPTON@COLUMBIASC.GOV

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2023-089 - Amending Resolution No.: R-2023-036, a Resolution Authorizing the Mayor and City Council to Execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement Between the City of Columbia and the South Carolina Office of Resilience to fund a stormwater infrastructure improvement project that will mitigate the impact of future disasters**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2023-089 - City of Columbia Amended Resolution_Rev 10-3-23 (002) (PDF)

RESOLUTION NO.: R-2023-089

AMENDING RESOLUTION NO.: R-2023-036, A RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) STORMWATER INFRASTRUCTURE PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE SOUTH CAROLINA OFFICE OF RESILIENCE TO FUND A STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECT THAT WILL MITIGATE THE IMPACT OF FUTURE DISASTERS

WHEREAS, all terms of original Resolution (No. 2023-036) signed May 16, 2023, are to be upheld unless modified by this amendment; and

WHEREAS, all references in Resolution No. 2023-36 to the Marion Street Bioretention mitigation project's Award Determination Letter terms and conditions shall be for the modified Award Determination Letter as amended October 3, 2023; and

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2023, that the City of Columbia respectfully accepts funding provided by the South Carolina Office of Resilience through the ARPA Stormwater Infrastructure Program to fund infrastructure improvements that will mitigate the impact of future flooding.

BE IT FUTHER RESOLVED that the City of Columbia respectfully accepts responsibility for completion of the Project, any defects or failures, and the long-term maintenance after completion.

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final reading:

LEGAL DEPARTMENT DRAFT

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2023-090 - Adopting the Office of Business Opportunities Stimulus Program**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2023-090 - Grocery Store Incentive (PDF)
- #b: MT Memo Item Grocery Store Incentive update (PDF)

RESOLUTION NO.: R-2023-090

Adopting the Office of Business Opportunities Stimulus Program (Grocery Store Incentive)

BE IT RESOLVED this _____ day of _____, 2023, that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt the Office of Business Opportunities Stimulus Program (Grocery Store Incentive) attached hereto.

Requested by:

Assistant City Manager Shealy

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Office of Business Opportunities Stimulus Program

I. Creation of the Office of Business Opportunities Stimulus Program (Grocery Store Incentive).

The Office of Business Opportunities Stimulus Program (the "Program") is hereby established by the City of Columbia. The Office of Business Opportunities (OBO) shall administer the Program.

II. Purpose.

The purpose of the Program is to provide an Office of Business Opportunities rebate in an amount equivalent to a portion of business license fees paid by a qualifying business that maintains or establishes a qualifying business within the corporate limits of the City of Columbia.

III. Definitions.

(a) *Grocery store* means any retail grocery store (NAICS Code 445110) and is defined as a store that is primarily engaged in selling food at retail for home preparation and consumption, such as grocery stores, fruit and vegetable markets, and retail bakeries and other specialty food products stores. A grocery store or food market may sell non-food commodities, such as beverages, dairy, dry goods, fresh produce, and other perishable items, frozen foods, household products, and paper goods; may sell beer, wine, and/or liquor sales for consumption off the premises with the appropriate beverage license. Sales of tobacco & vape shall be limited and classified as ancillary as defined by Zoning

(b) *Designated business area* means a grocery store established on or within 200' of these specific corridors and/or districts: Main Street, North Main Street, Two Notch Road, Farrow Road, Elmwood Avenue, Fairfield Road, W. Beltline Boulevard, Colonial Drive, River Drive, Sunset Drive, Monticello Road, Covenant Road, Atlas Road, Bluff Road, Bull Street District (bounded by Harden, Colonial, Bull, and Calhoun Streets). Area must be located within a zoning designation that permits a Grocery Store Use as approved by Planning and Development's Zoning division.

(c) *Qualifying business* means a business that would meet the following criteria: located in a designated business area, business use approved for location, matches the grocery store or retail business description herein

(d) *Special emphasis neighborhoods* means areas identified as corridors as established by the Office of Business Opportunities, Planning & Development, and recommendations from the Food Policy Committee.

IV. Office of Business Opportunities stimulus for qualifying businesses.

(a) As a form of the Office of Business Opportunities stimulus, the qualifying business shall be eligible, upon application and approval, for a rebate in an amount based upon the calculations and schedule set forth herein. Upon approval of the application, the City will make this rebate via reimbursement to the business within 45 business days of the City's receipt of payment of the City's yearly business license fees due from the business. Rebate via reimbursement and the calculation of the amount of rebate via reimbursement shall not include any late payment of taxes or any amount paid as penalties.

(b) For any newly established qualifying business, the rebate amount set out in this section shall consist of: 100 percent of the annual business license fees levied, per location, for up to five (5) years from the date of application approval.

LEGAL DEPARTMENT DRAFT

(c) For any existing qualified business, the rebate amount set out in this section shall consist of: 75 percent of the annual business license fees levied on said for up to five (5) years from the date of application approval.

V. Compliance with program requirements.

(a) Any business which receives a rebate from the program and subsequently relocates outside of the corporate limits or established corridors of the City shall repay the rebate as follows:

(1) If the business relocates within the first three years after receiving the rebate, it shall reimburse the City the entire amount of rebate funds received within 90 days;

(2) If the business relocates three or more years but less than five years after receipt of the rebate payment, it shall reimburse the City any rebate funds received for two prior years; or

(3) If the business relocates five or more years after receipt of the rebate payment, then no rebate via reimbursement is due.

(4) Relocation within designated business areas is permissible; business is responsible for completing change of address paperwork with the Business License Division.

(b) Newly-established businesses have up to six months from the date of filing of its initial business license application to apply for the program. The application date shall not serve to expand the amount or the term of the rebate in any event.

(c) Must remain current on Business License renewals and (if applicable) hospitality accounts

VI. Exclusive use and termination of rebate via reimbursement.

Eligibility under the program is specific and personal solely to the business or licensee, is not transferable or assignable to any other entity or person, and terminates immediately upon the cessation of business within the City or the relocation outside of the corporate limits of the City, provided however, termination is not triggered in the event of reorganizations, mergers, the creation of new companies, or acquisitions by a company so long as the successor or new company otherwise meets the rebate requirements. The City reserves the right to modify, amend or discontinue the program, in whole or in part, at any time. If no action is taken by City Council to extend or modify this incentive ordinance, it shall automatically expire on May 1, 2028; however, any rebate in place shall continue for its authorized duration subject to all other requirements of this ordinance. Receipt of rebate funds from the program is in addition to, and not in lieu of, any Office of Business Opportunities efforts that may be supported in whole or in part by the City. One rebate per location.

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Ayesha Driggers, Director of Office of Business Opportunities
Kelly Smith, Business License Administration
Ryan Coleman, Director of Economic Development
Krista Hampton, Director of Planning and Development Services
Missy Gentry, Assistant City Manager

DATE: November 8, 2023

SUBJECT: Creation of the Office of Business Opportunities Stimulus (Grocery Store Incentive)

The City of Columbia and the Columbia Food Policy Committee continue to research methods to encourage grocery stores in underserved areas. As a result of this research, the Community Development Committee has requested that city staff (Office Business Opportunities, Economic Development, and Business License) create a program to incentivize new and existing grocery stores to locate within defined corridors in the city. Grocery stores are eligible for a 100% (new) and 75% (existing) rebate of their business license fees each year, for a total of five years.

The designated business areas are located on or within 200' of these specific corridors and/or districts: Main Street, North Main Street, Two Notch Road, Farrow Road, Elmwood Avenue, Fairfield Road, W. Beltline Boulevard, Colonial Drive, River Drive, Sunset Drive, Monticello Road, Covenant Road, Atlas Road, Bluff Road, Bull Street District (bounded by Harden, Colonial, Bull, and Calhoun Streets).

If you have questions or concerns, please do not hesitate to contact our office.

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2023-091 - Authorizing the City Manager to execute and to file a Request for Exclusion and other such documents as necessary for the City of Columbia, South Carolina to opt out of the nationwide class settlements related to Per- and Polyfluorinated Substances (PFAS)**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2023-091 - City of Columbia SC-- Opt Out Resolution (PDF)

RESOLUTION NO.: R-2023-091

AUTHORIZING THE CITY MANAGER TO EXECUTE AND TO FILE A REQUEST FOR EXCLUSION AND OTHER SUCH DOCUMENTS AS NECESSARY FORTHE CITY OF COLUMBIA, SOUTH CAROLINA TO OPT OUT OF THE NATIONWIDE CLASS SETTLEMENTS RELATED TO PFAS

WHEREAS, the United States District Court for the District of South Carolina, Charleston Division, has issued an order for preliminary approval of nationwide class settlement agreements entered into by and among certain Class Representatives of public water systems and certain Defendants, including 3M Company, The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company, in the multi-district litigation captioned *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL 2873 in, 2:18-mn-02873-RMG ("Class Action Settlements");

WHEREAS, the City of Columbia, South Carolina wishes to opt out and/or file a Request for Exclusion to the aforementioned Class Action Settlements;

BE IT RESOLVED by the Mayor and Council of the City of Columbia, South Carolina this _____ day of _____, 2023:

Section 1. That the City of Columbia, South Carolina finds that participation in the nationwide Class Action Settlements is not in its best interests.

Section 2. That the City of Columbia, South Carolina hereby expresses its intention to opt out of and/or file a Request for Exclusion from the Class Action Settlements.

Section 3. That the City of Columbia, South Carolina's City Manager, Teresa B. Wilson ("City Manager") is hereby expressly authorized to execute the documentation necessary for the City of Columbia, South Carolina to opt out of the Class Action Settlements, including but not limited to an affidavit and a Request for Exclusion, such documentation to be approved by the City Attorney.

LEGAL DEPARTMENT DRAFT

Section 4. That the City Manager is authorized to take such other action as necessary and appropriate to effectuate the City of Columbia, South Carolina's decision to opt out of and/or file a Request for Exclusion from the Class Action Settlements.

Section 5. This Resolution is effective upon adoption, the welfare of the City of Columbia, South Carolina requiring it.

Requested by:

Assistant City Manager Clint Shealy

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2023-072 - Authorizing consumption of beer and wine only at the Chili Cook-Off at the 2100 block of Greene Street and the 700 and 800 blocks of Pavillion Avenue on Saturday, December 2, 2023**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R_2023_072_Chili_Cook_off_Dec_2 (PDF)
- #b: Event Request Resolution to Allow Beer Wine on City Property (PDF)
- #c: Chili Cook Off Special Duty Request Form (PDF)

RESOLUTION NO.: R-2023-072

Authorizing consumption of beer and wine only at the Chili Cook-Off at the 2100 block of Greene Street and the 700 and 800 blocks of Pavillion Avenue on Saturday, December 2, 2023

WHEREAS, Group Therapy (hereinafter "Sponsor" or "Organizer") is sponsoring a Chili Cook-Off on Saturday, December 2, 2023 from noon until 8:00 p.m. at the 2100 block of Greene Street and the 700 and 800 blocks of Pavillion Avenue; and

WHEREAS, the Sponsor has requested permission for the temporary closing of the 2100 block of Greene Street, the 700 block of Pavillion Avenue and the 800 block of Pavillion Avenue with the exception of one car width lane for USPS to access their facility from 7:00 a.m. until 9:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Saturday, December 2, 2023, between noon and 8:00 p.m.; and for patrons to consume beer and wine only at the event during the hours of noon and 7:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 2100 block of Greene Street and the 700 and 800 blocks of Pavillion Avenue on Saturday, December 2, 2023 from noon until 8:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.

2. The Organizer shall establish a boundary line around the event space at the 2100 block of Greene Street and the 700 and 800 blocks of Pavillion Avenue; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.

3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.

5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.

6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.

7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

LEGAL DEPARTMENT DRAFT

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 12:00 p.m. and 8:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 12:00 p.m. and 7:30 p.m. on Saturday, December 2, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that 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,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets with the exception of dogs including cats, horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time from noon until 8:00 p.m. on Saturday, December 2, 2023, the 2100 block of Greene Street and the 700 and 800 blocks of Pavillion Avenue serve as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 2100 block of Greene Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

LEGAL DEPARTMENT DRAFT

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	08/15/2023
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Lauren Greenlee laurengreenlee7@gmail.com (8030-876-9116 Fax n/a
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Group Therapy's Chili Cook-Off
DATE(S) OF EVENTS: (multiple day can be on one request)	December 2, 2023
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)	2100 Block of Greene Street 700 Block of Pavillion Avenue 800 Block of Pavillion Avenue
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)	2100 Block of Greene Street, 700 Block of Pavillion Avenue,800 Block of Pavillion Avenue, with the exception of one car-width lane for USPS to access their facility.
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	7am-9pm for 2100 Block of Greene Street, 700 Block of Pavillion Avenue,800 Block of Pavillion Avenue, with the exception of one car-width lane for USPS to access their facility.
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	12pm-8pm
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.)*	12pm-7:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM*

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.
Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021

CITY OF COLUMBIA POLICE *DEPARTMENT*
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM

I, Lauren Greenlee, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Block of 2100 Greene Street and 700/800 Pavillion Ave Columbia, SC 29205
(Location for Assignment)

for the time period of Noon (12:00pm-8:00pm) on December 2, 2023
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five ($35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personarn jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR	SIGNATURE OF REQUESTOR
DATE	DATE
PRINT NAME OF ASSIGNED OFFICER	CONTACT NUMBER OF REQUESTOR
CONTACT NUMBER	SOCIAL SECURITY NO. OF REQUESTOR
SIGNATURE OF OFFICER'S SUPERVISOR	TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

FORM 301:14 REV

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Columbia Prepares Advisory Committee**

FUNDING SOURCE & ORIGINAL BUDGET:

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Historic Columbia Foundation**

FUNDING SOURCE & ORIGINAL BUDGET:

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Planning Commission**

FUNDING SOURCE & ORIGINAL BUDGET:

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Riverbanks Zoo**

FUNDING SOURCE & ORIGINAL BUDGET:

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Council is asked to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Ms. Deandra L. Wolley doing business as Dee's Classy Rider, LLC located at 125 Diamondhead Drive, Orangeburg, SC 29118.**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Dees Classy Rider Taxi Application Packet (PDF)

We Are Columbia

1339 Main Street, Columbia SC 29201 • Phone: 803-545-3345 • Fax: 803-988-8025

Date: 10/9/2023

To: Erika Hammond, Columbia City Clerk

CC: Legal Review

From: Kelly Smith, Business License Administrator

Subject: Request for Certificate of Convenience and Necessity

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Attached you will find an application for a Certificate of Convenience and Necessity for Deandra L. Wolley, Dee's Classy Rider LLC. Applicant is planning to place 1 taxi in service.

It is requested that this item be placed on Councils' agenda for consideration at the next available meeting.

Everybody Counts, Everybody Contributes, Everybody Benefits

APPLICATION FOR
CERTIFICATION OF CONVIENIENCE AND NECESSITY

I hereby respectfully request approval of City Council for the issuing of a CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY for the operation of a taxi business.

Deandra Cooley owner
Dee's Classy Rider LLC
Name of Person & Company Making Request

125 Diamondhead Dr E
Address

Orangeburg SC 29118
City **SC** **ZIP**

803) 290-3192
Telephone Number

City of Columbia
Certificate of Convenience & Necessity Application

Name of applicant: Walley DeAndra
(Last) (First) (Initial)

Address: 125 Diamondhead dr Orangeburg SC 29118 Tele. Number: (803) 290-3192

Date of Birth: 01/16/1989 Sex: F ☒ M ☐ Race: _____ Married ☐ Single ☐

Number of Dependents: 3 Present Occupation: Taxi Driver/owner

Place(s) of residence for the past eight (8) years:

125 Diamond Head dr.

Name of former employers for the past eight (8) years:

Uber and Lyft
Zeus
Bimbo Bakeries

Do you have liability insurance? yes How much? 75,000

Does your policy cover the general public? _____ Policy Number: 02 APM 035322-01

Name of Insurance Company: Berkshire Hathaway

Agency: Wannamaker

Have you ever been convicted of any offense, including traffic violations? Yes☐ No☐

If so, what was the nature of same (Give approx. date) _____

Credit reference: _____ Character Reference: _____

If this application is approved, can you supply immediate service? Yes ☑ No ☐

If the answer is no, please explain: _____

Additional remarks that you think should be considered in regard to this application:

_____ Personally appeared before me who deposes and says that all statements contained in this application are true to the best of his/her knowledge and belief.

Date _____ 20___ Signed: _____
(Signature of applicant)

Sworn and subscribed to before me this _____ day of _____ 20____.

_____

APPLICATION FOR A NEW BUSINESS LICENSE

Other Information

☑Yes ☐No **Home-based Business:** Is this business operating from a residential location?

☑Yes ☐No **Independent Contractors:** Do you have any independent contractors (Form 1099)?
If yes, list names: Ty'Era Franklin-Mood Verney Livingston

☐Yes ☑No **Leased Locations:** Do you lease the business location?
If yes, write landlord's name and phone #:

☐Yes ☑No **Hospitality Taxes:** Do you sell prepared and/or modified foods or beverages? For example: convenience stores, grocery stores, restaurants, etc. If yes, remittance will be required.

☐Yes ☑No **Local Accommodations Taxes:** Does your business offer accommodations of less than 30 days? For example: hotels, motels, bed & breakfasts, etc. If yes, remittance will be required.

☑Yes ☐No **Vehicle Decals:** Do you need vehicle decals? For example: taxis, contractor/construction vehicles. If yes, how many decals are needed (1 per vehicle): 1

☐Yes ☑No **Amusement Decals:** Do you need decals for machines? For example: amusement machines, pool tables, video games, juke boxes, etc. If so, how many decals are needed (1 per machine): ____

☐Yes ☑No **Did you purchase this business, did you take over?** Former owner's name:
Phone: Email:
Current Address: City,State,Zip:

Note: Operating a business with a physical location within the city limits of Columbia, may require compliance with Zoning, Building, Engineering and Fire departments.

All Business Licenses Expire Yearly on: April 30th

Applicant Certification

1. The undersigned is aware of and understands the jurisdiction's requirements and codes. Thus, issuance of a business license is contingent upon compliance with all of the jurisdiction's requirements.
2. The undersigned swears or affirms that he/she has completed and/or reviewed all information in this application and that all information contained herein is true and accurate.
3. The undersigned further acknowledges that giving false information in this application or any addended or supplemental forms constitutes cause for denial and revocation of the application or license AND subjects him/her to criminal prosecution for perjury.
4. The undersigned acknowledges the duty and agrees to update and correct this information as it changes.
5. The undersigned understands and authorizes the jurisdiction and its agents to utilize the information on this application to ensure all other federal, state, and local laws are complied with.

Signature of applicant: [signature] Printed Name: DeAndra Wolley

Title: Owner Date: 9-7-2023

For more information go to https://businesslicensing.columbiasc.gov/

Updated February 2023

City of Columbia Business License Division

We Are Columbia

Together we will build a world-class city

Mailing Address: P.O. Box 147, Columbia, SC 29217
Physical Address: 1339 Main Street (1st Floor), Columbia, SC 29201 Phone: 803-545-3345 | Fax: 803-988-8025
Office Hours: Mon-Fri - 8:30 a.m. - 5:00 p.m. Email:

APPLICATION FOR A NEW BUSINESS LICENSE

Business Information

ALL SECTIONS BELOW AND ON REVERSE SIDE OF THIS FORM ARE REQUIRED

Has your business previously registered with Columbia? ☐ Yes ☐ No

Legal Name of Business: Dee's Classy Rider LLC

Dba (doing business as):

Federal ID# or SSN:

State Professional License #: | State Retail Sales #:

Minority Owned Survey: **Gender:** ☐ Male ☑ Female ☐ Prefer not to disclose

☑ African American ☐ Asian American ☐ Hispanic ☐ Native American
☐ Native Hawaiian/Pacific Islander ☐ Non-Minority/(Caucasian) ☐ Other ☐ Prefer not to disclose

Type of Business: ☐-Corporation ☐-Sole Proprietor (Individual) ☑-LLC ☐-LLP ☐-LP ☐-Partnership

☐ Is this is a Nonprofit organization? Additional documentation is required with this application (see instructions for details).

What is the Starting Date of Business in Columbia: 02 / 10 / 2023

Description of Business Activity: Transportation | NAICS Code *(if available)*:

Estimated Gross/Contract Amount: $

Owner/Principal Information

Name(s) of Owner, Partners, Corporate Officers (List true contact information and attach separate sheet if needed)

NAME/TITLE	ADDRESS	CITY,STATE,ZIP	PHONE	EMAIL
DeAndra Woolley	125 Diamondhead dr	Orangeburg SC 29118	(803)570-3084	deandrafranklin87@gmail.com
			(803)290-3192	

Location/Contact Information

Physical Business Address (P.O.Box not accepted): 125 Diamondhead dr

City: Orangeburg | State: SC | ZIP: 29118

Business Phone: (803)570-3084 Business Email: deandrafranklin87@gmail.com

License Mailing Address: City, State,Zip:
☑ SAME AS ABOVE

Tax/Renewal Mailing Address: City, State,Zip:
☐ SAME AS ABOVE

Local Contact Name: (For all business related correspondence) | Title:

Local Contact E-mail: | Local Contact Phone:

Local Contact Alt Phone:

9/14/2023

To whom it may concern

My name is DeAndra Wolley
Owner of Dee's Classy Rider LLC
I would like to get my business
License for the City of Columbus
to be able to work as a Taxi
Business. I have my LLC and
has also been approve by the
State. I would now like to
be approve to drive in the
City. I only have one Taxi at
the moment and may considered in the
future for more.

Thanks Dee Wolley

DEE'S
Classy Rider
LLC
803.570.3084
Taxi/Charter SCPSC 9806

TAXI

Taxi
T x21368
South Carolina
APR
ODYSSEY
VIC BAILEY
Automotive Superstore

DEE'S
Classy Rider
803.570.3084
Taxi/Charter SCPSC 9806

South Carolina Office of Regulatory Staff
Columbia, South Carolina

PSC Docket No. 2023-134-T
PSC Order No. 2023-308
PSC/ORS Certificate No. 9806

CLASS C TAXI

Certificate of Public Convenience and Necessity For the Operation of MOTOR VEHICLE CARRIERS

NAME Dee's Classy Rider LLC

ADDRESS 125 Diamondhead Drive, Orangeburg, SC 29118

is hereby authorized, pursuant to the order of the Public Service Commission of South Carolina, to furnish passenger service by means of motor propelled vehicles as follows:

BETWEEN POINTS AND PLACES IN

SOUTH CAROLINA

RESTRICTED TO: FIFTEEN (15) PASSENGERS

THIS CERTIFICATE is issued upon finding by the Public Service Commission, that Public Convenience and Necessity require such operation, under the terms of the Motor Vehicle Carriers' Law (Sections 58-23-10 – 58-23-60 of the South Carolina Code of Laws, 1976, and amendments thereto), and,

CONDITIONED: That all motor vehicles operated by virtue of this Certificate shall be so operated in accordance with the said Motor Vehicle Carriers' Law and the Rules and Regulations issued thereunder, and,

CONDITIONED FURTHER: That neither this Certificate nor the rights granted herein shall be sold, assigned, leased, transferred, mortgaged, pledged, or otherwise hypothecated, unless first approved by the Commission.

DATED at Columbia, South Carolina, this 18th day of May A.D., 2023

Tom Allen, Chief
Broadband, Communications, and Safety

We Are Columbia

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Council is asked to approve the Proposed Meeting Schedule for 2024.**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2024_Meeting_Dates (Draft) (DOCX)

COLUMBIA CITY COUNCIL 2024 MEETING DATES

MEETING DATES	TYPE OF MEETINGS	DEADLINE
January 3	*Swearing In at 1:00 p.m.*	
January 9	Council Meeting at 4:00 p.m.	**December 27**
January 23	Council Meeting at 4:00 p.m.	**January 10**
January 30	*Legislative Reception*	
February 6	Council Meeting at 4:00 p.m..	**January 24**
February 20	Council Meeting at 4:00 p.m.	**February 7**
March 5	Council Meeting at 4:00 p.m.	**February 21**
March 19	Council Meeting at 4:00 p.m.	**March 6**
April 2	Council Meeting at 4:00 p.m.	**March 20**
April 16	Council Meeting at 4:00 p.m.	**April 3**
May 7	Council Meeting at 4:00 p.m.	**April 24**
May 21	Council Meeting at 4:00 p.m.	**May 8**
June 4	Council Meeting at 4:00 p.m.	**May 22**
June 18	Council Meeting at 4:00 p.m.	**June 5**
July 16	Council Meeting at 4:00 p.m.	**July 3**
August 6	Council Meeting at 4:00 p.m.	**July 24**
August 20	Council Meeting at 4:00 p.m.	**August 7**
September 3	Council Meeting at 4:00 p.m.	**August 21**
September 17	Council Meeting at 4:00 p.m.	**September 4**
October 1	Council Meeting at 4:00 p.m.	**September 18**
October 15	Council Meeting at 4:00 p.m.	**October 2**

COLUMBIA CITY COUNCIL 2024 MEETING DATES

November 5	Council Meeting at 4:00 p.m.	**October 23**
November 19	Council Meeting at 4:00 p.m.	**November 6**
December 3	Council Meeting at 4:00 p.m.	**November 20**
December 17	Council Meeting at 4:00 p.m.	**December 4**