COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 6, 2018

The Columbia City Council will conduct an Executive Session at 5 p.m. and Meeting at 6 p.m. on Tuesday, November 6, 2018 at City Hall, 1737 Main Street, Columbia, SC 29201.

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

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

CALL TO ORDER

EXECUTIVE SESSION - 5:00 P.M.

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

   Tameka Price v. City of Columbia
   Len D. Roberson v. City of Columbia
   Michael Edmonds v. City of Columbia
   James Morris v. City of Columbia
   Lower Richland Sewer

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

   Finlay Park

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

   Hospitality Tax
   Notice of Funds Availability

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 6, 2018

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

4. Council is asked to approve the October 2, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 5 THROUGH 24

5. City Council is asked to approve the Purchase of Rifle Rated Shields with View Ports and Lights, as requested by the Police Department. Award to Design Lab Inc. in the amount of $50,583.10. This vendor is located in Greenville, SC.

   Funding Source: Police Administrative Services - Machinery & Equipment 1012402-658300. The original budgeted amount is $87,013.44.

6. Council is asked to approve a Professional Services Agreement for the Ceasefire Columbia Research Project, as requested by the Police Department. Award to the University of South Carolina in the amount of $60,000.00.

   Funding Source: 2659999-9910000016-636600 United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA) Grant. The original budgeted amount is $60,000.00.

7. Council is asked to approve the Renewal of Mobile Area Routing and Vehicle Location Information System Software Support, as requested by the Police Department. Award to Bradshaw Consulting Services, Inc. in the amount of $70,674.78. This firm is located in Aiken, SC.

   Funding Source: Police Administrative Services- Maintenance and Service Contract,1012402-638200. The original budgeted amount is $70,674.78.

8. Council is asked to approve the Purchase of five (5) Compact Hybrid Vehicles for Columbia Water (Customer Care), as requested by the Fleet Services Division. Award to US Fleet Source using the SC State Contract in an amount not to exceed $121,860.00. This firm is located in Convina, California.

   Funding Source; Customer Service - Auto, Trucks, Hvy Equipment-Capital; 5511407-658500, The original budgeted amount is $121,860.00.

9. Council is asked to approve the Purchase of Goodyear tires and tubes for passenger vehicles, as requested by the Fleet Services Division. Award to Frasier Tire Service in the amount not to exceed $200,000.00, using the SC State Contract #4400014577. This firm is located in Columbia SC.

   Funding Source; Equp Svcs Fuel Prts & Repair - Tires & Tubes; 6308970-672500; The original budgeted amount $200,000.00.

10. Council is asked to approve an Agreement for Project SS7462; Providing technical consulting support for investigation of the Crockett Road, Atlas Road, and Versch Lock Lift Stations, as requested by Columbia Water. Award to Constantine Engineering, Inc., in the amount of $62,500.00. This firm is located in Columbia, SC.

    Funding Source: 5529999-SS7462-658650. The original budgeted amount is $150,000.00.

    This is a Mentor Protégé Program Project. Constantine Engineering, Inc. of Columbia, SC is the Mentor and will review all available data, including all equipment and components, operating conditions, aesthetics, existing capacity and potential future capacity needs based on the sewer area that can be served by the lift station at 74.70% ($46,700) of the contract value. Rohadfox Construction Control Services, a Minority Business Enterprise of Columbia, SC is the Protégé and will assist with the preparation of the preliminary engineering report at 20% ($12,500.00) of the contract value.

    Sub-consultant Steadman & Associates of Columbia, SC will provide surveying crew services at 5% ($3,300) of the contract value.

11. Council is asked to approve a Contract for Project WM4466; Asphalt Repair at Banbury Road, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., in an amount not to exceed $74,131.00. This firm is a certified Disadvantaged Business Enterprise(W) and is located in Lexington, SC.

    Funding Source: 5511706-WM4466-638500. The original budgeted amount is $74,131.00.

12. Council is asked to approve an Agreement for Project SD8432; Windsor Hill Flood Study, as requested by Columbia Water. Award to Thomas & Hutton in the amount of $119,660.00. This firm is located in Columbia, SC.

    Funding Source: 5549999-SD843201-658650. The original budgeted amount is $120,000.00.

    This is a Stormwater Improvement Project and a Mentor Protégé Project. Thomas & Hutton of Columbia, SC is the Mentor and will provide management, engineering design, permitting, bidding, and construction administration services at 87.4% ($104,660) of the contract value. Highfill Infrastructure Engineering of

Columbia, SC is the Protégé and will provide utility coordination, bid documentation, and civil design at 10% ($12,000.00) of the contract value.

Sub-consultant Biohabitats, Inc. of Baltimore, MD will provide stream restoration, conceptualization and design services at 2.5% ($3,000) of the contract value.

13. Council is asked to approve an Agreement for Project SD8013; Eightmile Branch Evaluation and Flood Study, as requested by Columbia Water. Award to Thomas & Hutton in the amount of $119,660.00. This firm is located in Columbia, SC.

Funding Source: 5549999-SD801301-658650 Strm Wtr Imp Cap Proj Control - 8- Mile Branch - Capital Project Costs. The original budgeted amount is $130,000.00.

This is a Stormwater Improvement Project and a Mentor Protégé Program Project. Thomas & Hutton is the Mentor and will provide general project administration and project management, field work, data collection, hydrologic and hydraulic modeling, stormwater cost estimating, design criteria, coordination meetings, and report writing services at 87.4% ($104,660) of the contract value. Highfill Infrastructure Engineering, P.C., of Columbia, SC is the Protégé and will provide utility engineering services at 10% ($12,000) of the contract value.

Sub-consultant Biohabitats, Inc. of Baltimore, MD will provide stream restoration services at 2.5% ($3,000) of the contract value.

14. Council is asked to approve an Agreement for Project SS7433; Sewer Relocations at 1878 Cunningham Road, 1336 Johnson Avenue, and 1037 Cramer Drive, as requested by Columbia Water. Award to Chao and Associates, a Minority Business Enterprise in the amount of $119,775.00. This firm is located in Columbia, SC.

Funding Source: SS728801 – Unforeseen & Miscellaneous Sewer Projects. The original budgeted amount is $119,775.00.

This is a Clean Water 2020 Program Project and a Protégé Only Project.

15. Council is asked to approve an Agreement for Project SD8434; Stream Restoration along Rocky Branch, as requested by Columbia Water. Award to Wood Environment & Infrastructure Solutions, Inc. in the amount of $242,613.00. This firm is located in Columbia, SC.

Funding Source: 549999-SD843401-658650 Strm Wtr Imp Cap Proj Control - Rocky Branch Stream Restoration - Capital Project Costs. The original budgeted amount is $250,000.00.

This is a Stormwater Improvement Project, a Clean Water 2020 Program Project, and a Mentor Protégé

Program Project. Wood Environmental & Infrastructure Solutions, Inc. of Columbia, SC is the Mentor and will provide project management at 63.47% ($153,988.00) of the contract value. PACE Engineering Consultants, Inc. of Columbia, SC is the Protégé and will provide stormwater infrastructure, stormwater quality and floodplain assistance, and modeling services at 20% ($48,625.00) of the contract value.

Sub-consultant Glenn Associates Surveying, Inc. of Jenkinsville, SC will provide surveying at 16.5% ($40,000) of the contract value.

16. Council is asked to approve Instrumentation and System Maintenance Services, as requested by Columbia Water. Award to CITI, LLC in an amount not to exceed $312,725.00. This firm is located in Charlotte, NC.

Funding Source: Utilities Metro Wastewater Plant - Maintenance & Service Contract: 5516208-638200. The original budgeted amount is $312,725.00.

This is year two (2) of the initial 5-year contract period. The term for year 2 is July 1, 2018 - June 30, 2019.

17. Council is asked to approve a Contract for Project SD838801; Public Works Strom Drain Improvements (Truck Wash), as requested by Columbia Water. Award to Hammer Construction, LLC in an amount not to exceed $579,425.00. This firm is located in Columbia, SC.

Funding Source: 5549999-656850-SD838801. The original budgeted amount is $579,425.00.

The following sub-consultants will provide additional services:

Hammerhead Utilities will provide site-work and concrete at 31% ($165,000) of the contract value.

Nucor Building Systems will provide metal building supplies at 10% ($55,200) of the contract value.

Electrical Services Inc. will provide electrical services at 6.64% ($35,000) of the contract value.

Overhead Door of Columbia, SC will provide an overhead door at 3.87% ($20,400) of the contract value.

18. Council is asked to approve a Contract for the Public Works Street Repaving Project, as requested by the Public Works Department. Award to C. R. Jackson, Inc. in an amount not to exceed $930,760.88. This firm is located in Columbia, SC.

Funding Source: CDBG/HUD funded project; 4079999-911607-658650. The original budgeted amount is $940,000.00.

19. Council is asked to approve a Contract for Project WM3923; Water System Improvements in the Earlewood Area, as requested by Columbia Water. Award to LAD Construction, LLC, a Disadvantaged Business Enterprise (Woman) in an amount not to exceed $6,062,787.50. This firm is located in Swansea, SC.

    Funding Source: 5529999-WM392301-658650. The original budget amount was $6,000,000 and additional funds were transferred from funding source WM300118 – Water Quality Projects and WM432318 – Unforeseen & Miscellaneous Water Projects.

    This a Mentor Protégé Program Project. LAD Construction, LLC, the Mentor, will provide demolition, waterline work, flowable fill and service connections at 33.92% ($1,932,972) of the total contract value. J.A. Mabus of Leesville, SC is the Protégé and will provide waterline work, services and installation at 20% ($1,139,393) of the contract value.

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

    Ferguson Waterworks of Elgin, SC will provide waterline materials at 21.69% ($1,235,950) of the contract value.

    Knight's Redi-Mix of Summerville, SC will provide flowable fill at 19.72% ($1,123,650) of the contract value.

    Palmetto Site Prep, LLC of Orangeburg, SC will provide asphalt at 4.65% ($265,000) of the contract value.

20. Ordinance No.: 2018-056 - Rescinding Motion to Maintain Defined Dollar Benefit (DDB) for Health Coverage and 80/20 Cost Share

    First reading approval was given on October 16, 2018.

21. Ordinance No.: 2018-061 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code revised September 26, 2018

    First reading approval was given on October 16, 2018.

22. Ordinance No.: 2018-062 - Authorizing the City Manager to execute a Deed and any other documents necessary to consummate the transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree

    First reading approval was given on October 16, 2018.

23. Resolution No.: R-2018-101 - Authorizing consumption of beer and wine only at the Five Points Fountain for A Starry Night on Friday, December 7, 2018

24. Resolution No.: R-2018-102 - Authorizing consumption of beer and wine only at the Devine Night Out on Thursday, November 8, 2018

PRESENTATIONS

25. City LIGHTs Employee Recognition - Ms. Teresa Wilson, City Manager

26. Recognition of Police Chief William "Skip" Holbrook as the 2018 Strom Thurmond Award for Excellence in Law Enforcement Recipient - Ms. Teresa Wilson, City Manager

27. Recognition of Mr. Demetrius Rumph as a 2018 Safety Professional of the Year Award Recipient - Ms. Pamela Benjamin, CPM Chief of Staff / Director of Human Resources

28. Epilepsy Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin

29. MyColumbiaSC App Launch - Mr. Clint Shealy, Assistant City Manager for Columbia Water

ORDINANCES - FIRST READING

30. Ordinance No.: 2018-063 - Authorizing the City Manager to execute a Sign Location Lease between the City of Columbia and The Lamar Companies for lease of 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05

31. Ordinance No.: 2018-065 - Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding $8,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

RESOLUTIONS

32. Resolution No.: R-2018-090 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed for Rental Mixed-Income Housing Projects

33. Resolution No.: R-2018-104 - Authorizing the City Manager to execute a Memorandum of Understanding Between the City of Columbia and The NCRC Housing Rehab Fund, LLC

OTHER MATTERS

34. Council is asked to approve the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Application for drug analysis laboratory improvements at the Columbia Police Department in the amount of $83,475.00.

35. Council is asked to approve the 2019 City Council Meeting Schedule.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

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

PURPOSE: **Tameka Price v. City of Columbia**
Len D. Roberson v. City of Columbia
Michael Edmonds v. City of Columbia
James Morris v. City of Columbia
Lower Richland Sewer

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **City Clerk**

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

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

PURPOSE: **Finlay Park**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **City Clerk**

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

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

PURPOSE: **Hospitality Tax**
Notice of Funds Availability

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Council is asked to approve the October 2, 2018 City Council Meeting Minutes.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_10_02_2018_D (PDF)

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

WORK SESSION - 2:00 P.M.

CALL TO ORDER

The Columbia City Council met for a Work Session on Tuesday, October 2, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:09 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, 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. Richland Penny Bull and Elmwood Intersection - Ms. Raven Gambrell, P.E., Project Manager for the Richland Penny Program

Ms. Raven Gambrell, P.E., Project Manager for the Richland Penny Program recalled that the Bull Street and Elmwood Avenue Intersection Improvement Project was included in the 2012 referendum. The project was originally progressed through the Bull Street Development. In 2017, the Penny Sales Tax Program took the project over and progressed the design activities in coordination with the City and SCDOT. The purpose is to improve traffic operations and safety through the intersection. There have been 73 accidents over a three-year period to include 37 sideswipes. The intersection is constrained, but the project will help to eliminate confusing movements. Project impacts include right-of-way acquisitions, driveway closures, Elmwood Avenue median closure at Marion Street, removal of on-street parking, and utility impacts and relocations.

Ms. Teresa Wilson, City Manager asked both Raven and David to communicate with the City so that we can help with communications leading up to and during the construction process. She asked them to consider timing, school traffic, and the ability to do construction on Sundays.

DRAFT

Mayor Benjamin asked the City Manager to spend time talking with the folks at No Name Deli, because they will be impacted the most by these changes.

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

Mr. David Beaty, P.E., Program Manager for the Richland Penny Program recalled that the 2012 referendum included 87 bikeway projects and seven of those projects were identified as possible road diet candidates. Both Calhoun Street and Hampton Street were the most likely to advance at that time. About 55 stakeholders attended the public meeting that was held in June. A total of 52 comments have been received. About two-thirds of the commenters supported both projects and one-third of the commenters did not support the projects or had concerns. St. Timothy's Church was concerned about losing 10 parking spots and Transitions was concerned about losing 10 to 12 parking spots. There was a concern about losing parking in general along Hampton Street. We have worked to minimize the amount of parking that will be lost on Calhoun Street. He described the components of each project to include the removal of a lane, increasing the width of the remaining lanes, removing/replacing parking spaces, and adding bike accommodations. The Richland County Council Transportation Subcommittee asked that we defer moving forward with Hampton Street. To remove the pavement markings, we are going to mill and resurface the section of the street between Park Street and Pickens Street. The total project cost is $1.2 million and City staff will remove any parking meters and realign signal heads. Our request is for City Council to approve this project. We will see how we do with Calhoun Street before we take on another road diet project.

Councilor McDowell asked if they had talked with the Robert Mills Neighborhood. He asked about the impact on Calhoun Street towards Harden Street and Bull Street to Hampton Street.

Mr. David Beaty, P.E., Program Manager for the Richland Penny Program said there will be no impact on Calhoun towards Harden Street. We are only adding shared lane markings.

Councilman Duvall said the Bull Street [developers] and SCDOT have plans to re-mark Calhoun Street. He expressed concerns with losing 81 parking spaces on Hampton Street. I am supportive of the road diet.

Ms. Teresa Wilson, City Manager said I wanted you all to hear about the addition of bike lanes and the removal of parking. I don't know that everybody who will be potentially impacted attended the public meetings.

Mayor Benjamin said the concerns from merchants along Hampton Street seem to have been addressed and mitigated. I'd be happy to be a part of anything we can do to step up communications.

Councilor Davis inquired about the financial impact of removing the meters.

Mr. David Beaty, P.E., Program Manager for the Richland Penny Program suggested sending out letters to all business owners in the area notifying them of the decision and the schedule.

Councilor McDowell said the residents need to hear this and be allowed to respond.

Ms. Teresa Wilson, City Manager suggested that community input be received prior to a Council decision.

Councilor Devine said the businesses up to Sumter Street should be invited to the meeting, also. You should adjust the schedule by one month. The way we communicate is very important. We have to work in conjunction with the Penny Team to educate people on the importance of this project.

Mr. David Beaty, P.E., Program Manager for the Richland Penny Program explained that the Department of Revenue and Supreme Court said the Penny funds cannot be used for public relations. We are conducting project specific public education with the specific affected property owners. We've had assistance and leadership from City staff.

Councilor Duvall suggested that the meetings include information about the Bull Street project.

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

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water recalled that Council recently approved next year's program management contract for the Clean Water 2020 Program. Today, we want to provide a status of the program. Thank you for funding the capital projects and the programs that were needed to get to where we are now.

Mr. Joey Jaco, P.E., Director of Utility Operations said we are going to focus on the technology we are using in our system. We are working towards becoming best in class and leaders among our peers. Cityworks is our computerized work order management system. We use it to track service requests and other utility related matters. It was implemented in 2010 and it is also used in

Public Works and other areas. We started using the mobile version of Cityworks in the field today for wastewater and this will improve the response time. Early next year, we will implement the mobile version for water. We are using Smart Manholes to monitor the level of sanitary sewer in our system. We are investing heavily in our GIS and mapping system. The improvements to GIS are also improving our hydraulic modeling which builds up to our Capacity Assurance Program. This will allow us to verify capacity from the location of a tap all the way to the water treatment plant.

Mr. Brian Cully, Associate / Senior Civil Engineer for CDM Smith said we want to bring the concept of business intelligence into the utility industry. We want to use tools to make better decisions that will lead to becoming a better utility. There are currently 220,000 work orders in the Cityworks system. He demonstrated the dashboard that will allow the City make decisions utilizing data that's currently being captured.

Mr. Joey Jaco, P.E., Director of Utility Operations continued to report that asset management helps with our future planning, improves efficiency, and minimizes long-term costs. The original intent was to leverage the Clean Water 2020 Program with the water distribution system. We are also improving our mapping, maintenance tools, asset management, and CIP planning and implementation in the water distribution system. He reported that most of the programs that are required by the Consent Decree have been submitted to the EPA. We now have to implement those operations and maintenance programs. We have four programs remaining. Our Infrastructure Rehabilitation Report is due in November 2019 and has to be completed by 2027. The Supplemental Infrastructure Rehabilitation Report is due in November 2022 and has to be completed by 2028. The Hydraulic Model Report and the Capacity Assurance Program are the other two submittals. He presented a snapshot of the ongoing sewer CIP projects. We've significantly reduced the volume of sanitary sewer overflows (SSO). Today, we are seeing an 86% reduction from last year. We record all of our overflows, while utilities are only required to report 500 gallons or if it reaches a body of water. Out of 180 overflows, we weren't required to report 147 of them. The numbers will continue to reduce as a result of our investments.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that there's a contract on the consent agenda that populates the Infrastructure Rehabilitation Report, which will generate infrastructure spending. Council has approved approximately $220 million worth of projects related to the Consent Decree. The original estimate was $750 million and we will get a better feel of what the number will be after we populate the Infrastructure Rehabilitation Report. We ask for $80 million per year for wastewater CIP.

Councilor Davis asked how much of that stays local and where are we with building capacity with local businesses.

4. Park Street Improvements - The Honorable Mr. Rickenmann

Ms. Dana Higgins, P.E., LEED AP, Director of Engineering said we've been working with stakeholders to improve the Park Street corridor from Senate Street to Gervais Street. There are concerns about pedestrian safety and roll carts. The design contract with Chao and Associates has been approved by City Council. She presented a preliminary rendering for the corridor.

Councilor Rickenmann said the issues with roll carts involve the sidewalks, parking, the smell, and visibility. This is a major thoroughfare for our visitors at the Convention Center Hotel. We've been talking about these improvements for at least a decade. I've been pushing for an underground enclosure that includes a lift. The company that does this is located in Greenville.

Mr. Robert Anderson, Public Works Director said the original design was to take the elevated views and to put roll carts in with a rinse out area with electricity. There are two underground systems and one of them is semi-submerged. The cost of service is twice as much as a regular service for a loader. In response to Mr. Rickenmann's idea, we'd have to develop a system that would be able to submerge. Chao is working on a cost analysis. We'd have to know what's truly underground on Park Street first.

Ms. Dana Higgins, P.E., LEED AP, Director of Engineering reported that Chao and Associates has been working on the survey. If we identify a location, we will do more subsurface underground exploration. We have a good survey of where water, sewer, gas, and fiber are located. Chao is currently working towards a 90% submittal for January 24, 2019 and to have permitting completed by April. We have funding for design, but not all of the funding for construction. We were successful in receiving $177,000 from the Penny Tax. The construction cost is estimated at $836,000. We will move forward with identifying opportunities for the hydraulic underground [collection system]. The Vista Guild and other owners are interested in finding other funding opportunities. Chao will get their feedback on the design on Thursday. We are only looking at the west side, because there wasn't as much support on the east side.

Councilor Rickenmann asked that they review the schedule during the meeting. He suggested that the bid needed to be released earlier.

There was a brief discussion about the options and the financial impact.

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 4:03 p.m. for the discussion of **Items 5** through **9** as amended to add the discussion of an ad-hoc committee agreement to **Item 7** and the discussion of Resolution No.: R-2018-098 to **Item 5**.

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

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

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

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

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

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, October 2, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:11 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

DRAFT

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

PLEDGE OF ALLEGIANCE

Little Miss Chloe´ and Kelly Thompson led the audience in the Pledge of Allegiance.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to adopt the agenda subject to the following amendments:

- Add the Mental Illness Awareness Week Proclamation.
- Amend Ordinance No.: 2018-052 to reflect the 1100 block of Harden Street instead of the 1100 block of Marion Street.
- Defer consideration of appointments to the Midlands Authority for Conventions, Sports and Tourism.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

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

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the September 4, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 11 THROUGH 31

Upon a single motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the **Consent Agenda Items 11** through **31**.

DRAFT

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

11. Council is asked to approve a Renewal for the Edge in Car Camera System and Body Cameras, as requested by the Police Department. Award to COBAN Technologies, using the SC State Contract in the amount of $101,228.42. This vendor is located in Houston, TX. *Funding Source: Police Administrative Services - Maintenance & Service Contract: 1012402-638200. The original budgeted amount is $101,228.42. - Approved*

12. Council is asked to approve a one (1) year Lease Purchase Agreement for Motorola Radios, as requested by the Police Department. Award to Motorola Inc., using the South Carolina State Contract 4400013531, in the amount of $327,101.78. The vendor is located in Blythewood, SC. *Funding Source: Police Administrative Services - Radio Equipment1012402 – 627800. The original budgeted amount is $327,101.78. - Approved*

13. Council is asked to approve the Purchase of three (3) RAM 2500 Crew Cab Pickup Trucks, as requested by Columbia Water. Award to Performance CDJR, using the SC State Contract in the amount of $80,484.00. This vendor is located in Clinton, NC. *Funding Source: Utilities Wastewater Maint - Auto, Trucks, Hvy Equip-Capital 5516205-658500. The original budgeted amount is $85,302.72. - Approved*

14. Council is asked to approve the Purchase of one (1) 2018 Caterpillar Excavator, as requested by Columbia Water. Award to Blanchard Machinery, using the Sourcewell Cooperative Contract (formerly National Joint Powers Alliance) in an amount not to exceed $224,597.00. This vendor is located in West Columbia, SC. *Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment - Capital 5516205-658300. The original budgeted amount is $221,000.00. Additional funding to be utilized from the Machinery & Equipment account. – Approved*

15. Council is asked to approve the Purchase of a Storm Drain Video Inspection Unit, as requested by Columbia Water. Award to Jet-Vac, using the Sourcewell Cooperative Contract (formerly National Joint Powers Alliance) in an amount of $202,865.59. This vendor is located in Sumter, SC. *Funding Source: Streets - Storm Drains-Auto, Trucks, Hvy Equip - Capital 5534203-658500. The original budgeted amount is $$203,000.00. - Approved*

16. Council is asked to approve Contract Amendment #3 for Project WM4374; Engineering Services for the Repair of Columbia Canal Head Gates, as requested by Columbia Water. Award to Kleinschmidt Associates at no cost to the City. This firm is located in Columbia, SC. *This Amendment incorporates required contract language for meeting HUD regulations. There are no changes in funding or costs. – Approved*

DRAFT

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

17. Council is asked to approve a Contract for Project SS7444-01; Wastewater Flood Repair at Bentley Drive, as requested by Columbia Water. Award to North American Pipeline Management, Inc., a Minority Business Enterprise (Woman) in an amount not to exceed $371,680.00. This firm located in Marietta, GA. *Funding Source: FEMA 2015 Oct. Flood Recovery; 2539999-638400.Under the FEMA SC Severe Storms and Flooding 2015 DR4241 / DR3373, this project construction work includes sewer main repairs, structural support and restoration of 130 LF sewer mains, installation of bridge truss, piers and providing erosion/sediment control. The original budgeted amount is $372,277.00. - Approved*

    The following sub-consultants will provide additional services:

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

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

18. Council is asked to approve Contract Amendment #1 to the Indefinite Delivery Contract for Engineering Services related to Wastewater Flood Recovery and Flood DR4241, as requested by Columbia Water. Award to Black & Veatch Corporation in an amount not to exceed $250,000.00 for this addition, and a total project cost not to exceed $750,000.00. This firm is located in Columbia, SC. *Funding Source: 2531706-638400 (Flood Recovery Account). The City and its Disaster Recovery Program Management Team are seeking federal reimbursement from the Federal Emergency Management Administration (FEMA) for these services. The original budgeted amount is $500,000.00. - Approved*

19. Council is asked to approve an Agreement for Project SS7453; Major Pipeline and Manhole Rehabilitation and Replacement Preliminary Design, as requested by Columbia Water. Award to Black & Veatch in the amount of $1,033,500.00. This firm is located in Columbia, SC. *Funding Source: Water and Sewer Capital Projects - Major Sewer Rehab Per Proposal - Capital Project Costs; 5529999-SS745301-658650. The original budgeted is $1,033,500.00. This is a Clean Water 2020 and a Mentor Protégé Program Project. Highfill Infrastructure Engineering, PC of Columbia, SC is the Protégé and will be providing cost estimation, regulatory review, and utility coordination at 20% ($206,700.00) of the total contract value. - Approved*

DRAFT

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

20. Ordinance No.: 2018-055 - Approval for Granting an Easement to South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications (Spirit) Along a Portion of City-Owned Property Identified as Richland County TMS#09014-09-02 (1214 Taylor Street) for a Fiber Optic Cable Line to Serve 1538 Main Street; CF#250-431 - *First reading approval was given on September 18, 2018. – Approved on second reading.*

21. Ordinance No.: 2018-057 - Authorizing consumption of beer and wine beverages only at the 2019 Famously Hot New Year Event - *First reading approval was given on September 18, 2018. – Approved on second reading.*

22. Ordinance No.: 2018-058 - Granting an encroachment to the Girl Scouts of South Carolina Mountain to Midlands, Inc. for the use of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation adjacent to its building at 1107 Williams Street, Richland County TMS#08912-12-10 - *First reading approval was given on September 18, 2018. – Approved on second reading.*

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

24. Ordinance No.: 2018-060 - Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC - *First reading approval was given on September 18, 2018. – Approved on second reading.*

DRAFT

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

25. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157,160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road TMS# 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19 - *First reading was given on September 18, 2018. – Approved on second reading.*

Ordinance No.: 2018-050 - Annexing and incorporating 441ots in the Garden Springs Neighborhood into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 1 7, 2015 - *First reading was given on September 18, 2018. – Approved on second reading.*

Council District: 4

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

Applicant: Multiple Petitioners

Staff Recommendation: Approval

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

26. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 201 S. Marion Street; TMS# 11305-14-10 - *First reading was given on September 18, 2018. – Approved on second reading.*

Ordinance No.: 2018-051 - Annexing and Incorporating 201 S. Marion Street, Richland County TMS #11305-14-10 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading was given on September 18, 2018. – Approved on second reading.*

DRAFT

Council District: 3

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

Applicant: University of South Carolina

Staff Recommendation: Approval

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

27. Zoning Map Amendment - 0.07 acres N/S Carola Avenue (PUD including: 822 Carola Avenue, 821 Carola Avenue, 907 Carola Avenue, 4914 Pinner Road, and 1.55 acres W/S Barton Street), TMS# 11701-12-24(p), 09313-07-03, 09313-06-10, 11701-12-22, 09313-06-02 and 09216-07-01 - *First reading was given on September 18, 2018. – Approved on second reading.*

Council District: 1

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

Applicant: David Barry

Staff Recommendation: Approval

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

28. Zoning Text Amendment - Amend §17-55 to Add Definitions to Facilitate Public Bike Share Kiosks - *First reading was given on September 18, 2018. – Approved on second reading.*

Ordinance No.: 2018-053 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 1, Generally, Sec. 17-55 Definitions, to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station - *First reading was given on September 18, 2018. – Approved on second reading.*

DRAFT

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

Applicant: Krista Hampton, Director of Planning and Development Services

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

Staff Recommendation: Approval

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

29. Zoning Text Amendment - Amend §17-401 to Exempt Signage Associated with Public Bike Share - *First reading was given on September 18, 2018. – Approved on second reading.*

Ordinance No.: 2018-054 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 12, Signs, Sec. 17-401 Definitions, to add (7) - *First reading was given on September 18, 2018. – Approved on second reading.*

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

Applicant: Krista Hampton, Director of Planning and Development Services

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

Staff Recommendation: Approval

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

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

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

ZONING / PLANNING MATTERS - SECOND READING

32. Zoning Map Amendment - 2519, 2521 and 2523 Read Street, TMS# 11509-12-05 - *First reading was given on September 18, 2018. – Approved on second reading.*

Council District: 2

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

Applicant: Marcus Robinson, Robinson Group

Staff Recommendation: Approval

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

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to the *Zoning Map Amendment* for 2519, 2521 and 2523 Read Street, TMS# 11509-12-05. Ms. Devine abstained from voting due to a potential conflict of interest.

PRESENTATIONS

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

Mayor Benjamin and the members of City Council proclaimed October 2018 as National Community Planning Month in the City of Columbia.

34. Domestic Violence Awareness Month Proclamation - The Honorable Ms. Devine

Councilor Devine said this year marks the 12th anniversary that the City has committed to bringing awareness to domestic violence. Historically, South Carolina has always ranked in the top ten for domestic violence. To date, we rank 6th in the nation. Therefore, it's important to bring awareness about this issue. The 12th annual Mayor's Walk Against Domestic Violence will be held on Saturday, October 6, 2018 and we will be educating our citizens, raising awareness of the abuse and violence, providing support, and collecting toiletries for Sister Care. The event consists of an information fair at 8:30 a.m., a purple rally at 9:30 a.m., and the walk at 10:00 a.m.

Ms. Sarah Barber, Executive Director of the SC Coalition for Domestic Violence thanked the members of Council for the proclamation. This is a very important issue and we are so happy to assist and support all survivors.

Ms. Mimi Draft, Public Relations Specialist said on behalf of Sister Care, we thank you for this proclamation and for giving us so much support. We look forward to participating in the walk on Saturday.

Mayor Benjamin and the members of City Council proclaimed October 2018 as Domestic Violence Awareness Month in the City of Columbia.

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

Ms. Dee Albritton, Executive Director of Fast Forward said this year Fast Forward celebrates eleven years of service. To help us celebrate this milestone, we brought cupcakes. We are excited to continue serving this community. Thanks for your support. Fast Forward provided three technology based camps at EdVenture during the summer and will be expanding next summer by adding camps at the St. Lawrence Place Family Shelter.

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

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said our department has been more efficient in becoming a digital utility and we are keeping our citizens informed. The Clean Water 2020 Program has leveraged many advancements in the management, operations, and maintenance of the wastewater utility and distribution system. We are on target with the Consent Decree Program. Out of seventeen (17) major projects, thirteen (13) projects have been completed and four (4) projects remain under development. He provided an update on sanitary sewer overflow volume improvements in wet weather areas.

Councilor Duvall encouraged staff to utilize GIS information to develop reports for each Council district.

Mr. Clint Shealy, Assistant City Manager for Columbia Water said we will look more into this idea to include sending maps for each district.

37. Mental Illness Awareness Week - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed October 7-13, 2018 as Mental Illness Awareness Week in the City of Columbia.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

RESOLUTIONS

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

Councilor McDowell said this is a wonderful recognition for the Martin Luther King, Jr. Park area. Joy Holman was a great athlete and she was a person who gave of herself by mentoring our children. This honorary naming represents how she was loved and valued. We will continue allowing her legacy to live among us.

Little Miss Chloe´ Thompson said thank you for putting up the "Joy Holman Way" sign. It is really good for the community and the Double Dutch Force.

Mayor Benjamin said I am amazed by all the people who were effected by Joy Holman. She built global leaders all across the world who will continue to give back not only in their current community, but to the MLK community as well.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2018-096 - Approving the Honorary naming of the 2100, 2200 and 2300 blocks of Greene Street between Harden Street and Heidt Street "Joy Holman Way".

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

Mayor Benjamin said the McBride family served our community for many years. It's an honor to recognize all of their contributions.

A member of the family thanked the members of Council for the recognition. Katherine Calhoun McBride and Willie George McBride had eight siblings; although, all of the eight siblings are not here today. On the behalf of the McBride Family, we appreciate this acknowledgement.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2018-097 - Approving Honorary naming of the 1600, 1700, 1800 and 1900 blocks of McFadden Street between Barhamville Road and Two Notch Road "McBride Way".

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

40. Resolution No.: R-2018-068 - Resolution of the City Council of the City of Columbia, South Carolina, Approving the Issuance by the Public Finance Authority of not to exceed $15,500,000 Public Finance Authority Multifamily Housing Revenue Bonds, in One or More Series, Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date *The Public Hearing was held on August 14, 2018. – Approved*

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

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

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2018-092 - Authorizing the City Manager to accept a Quit-Claim Deed from Santee Saluda, LLC for the transfer of Parcel C containing approximately 0.03 acre located on the southern side of Blossom Street and Santee Avenue adjacent to Richland County TMS #11308-10-01 and to authorize the City Manager's execution of documents to consummate the transfer.

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

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-093 - Authorizing the City Attorney's Office to institute a civil action in the Richland County Court of Common Pleas against Richland County seeking a determination as to the responsibility of stormwater maintenance lines on private property wherein the County has an easement but the property is located within the municipal limits.

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We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

43. Resolution No.: R-2018-098 Certifying Various State-Owned Buildings as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at Bull Street, Richland County TMS #09113-16-02, #11404-10-02, #11404-10-03, #11501-01-01, #11501-02-01, #11501-05-01 – *Approved as amended.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-098 Certifying Various State-Owned Buildings as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at Bull Street, Richland County TMS #09113-16-02, #11404-10-02, #11404-10-03, #11501-01-01, #11501-02-01, #11501-05-01, subject to striking the following clause: *WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local real property taxes; and.*

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

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

DRAFT

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 2, 2018

ORDINANCES - FIRST READING

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

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2018-052 - Granting an encroachment to Ashish Thakkar and Rita Thakkar for installation and maintenance of landscaping and an irrigation system within the right of way areas of the 2000 block of Gervais Street and 1100 block of Harden Street adjacent to 2020 Gervais Street, Richland County TMS #11406-12-04.

APPOINTMENTS

46. Council is asked to approve the appointment of one (1) individual to the Midlands Authority for Conventions, Sports and Tourism. – *Consideration of this item was deferred.*

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were discussed at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No committee reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Dr. Germon Miller, RICH Program thanked the members of City Council for their support of the RICH Program.

Ms. Indigo Burroughs and Mr. Terrance Duren RICH Program participants also thanked the members of Council for their support. They shared information about a recent trip to New Orleans.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **City Council is asked to approve the Purchase of Rifle Rated Shields with View Ports and Lights, as requested by the Police Department. Award to Design Lab Inc. in the amount of $50,583.10. This vendor is located in Greenville, SC.**

REQUISITION NO.: **R191895**

FINANCIAL IMPACT: **Funding Source: Police Administrative Services - Machinery & Equipment 1012402-658300. The original budgeted amount is $87,013.44.**

ORIGINAL BUDGET: **$87,013.44**

CLEAN WATER 2020?: **No**

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

This purchase is being done as a return of old shields for an exchange of new shields.

ITEM	QTY	DESCRIPTION	UNITE PRICE	TOTAL PRICE
EXCHANGE ITEM	10	ASPIS-X GEN 11 LEVEL 111 20x30 Rifle Rated Shields with view port and lights	$8,056.80	$80,568.00
RETURN ITEM	10	ASPIS 111A 20x30 Shields with view port and lights	$3,373.18	-$33,731.80
		Difference Due		$46,836.20
		Sales Tax		$3,746.90
		Total		$50,583.10

ATTACHMENTS:

- **#a:** Design Lab Quote (PDF)

R191895

PRICE QUOTE

DESIGNLAB

825 Old Airport Road
Greenville, SC 29607
Locally 864-297-7199 • Toll Free 1-800-786-7464
Email: bill@designlabonline.com

TERMS & CONDITIONS:
• Prices listed on this form are good for 60 days, unless otherwise stated by the Sales Representative or Manager
• Items quoted may not be immediately available for purchase. Please allow 7-10 days notice if you wish to purchase the items quoted on this form.

TO: COLUMBIA POLICE DEPARTMENT
Attn: SGT. D. L. DOUGHERTY
Address:1 JUSTICE SQUARE
COLUMBIA, SC 29201
Email:dldoughterty@columbiasc.net
Salesperson: Bill Brissey

Thank you for giving us the opportunity to provide you with the price quotes you requested.

Mr. Goodwin
Please put into IFAS so we can get these out into the field
thank you
BB

QUOTE DATE	QUOTE NUMBER	QUOTED BY	DELIVERY (applies to initial order only)
7-24-18	CPD72418	BILL BRISSEY	ASAP

ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
RETURN	10 ASPIS 111A 20x30 Shields with view port and light packaged in original boxes. You pay return freight.	$3373.18	-$33,731.80
EXCHANGE	10 ASPIS-X GEN II LEVEL III 20X30 Rifle Rated Shields with view port and lights	$8056.80	$80,568.00
	DIFFERENCE DUE		$46,836.20
	8% TAX		$3,746.90
		TOTAL	**$50,583.10**

PRICE QUOTE

DESIGNLAB INC
825 Old Airport Road
Greenville, SC 29607
Locally 864-297-7199 • Toll Free 1-800-786-7464
Email: bill@designlabonline.com

TERMS & CONDITIONS:
• Prices listed on this form are good for 60 days, unless otherwise stated by the Sales Representative or Manager
• Items quoted may not be immediately available for purchase. Please allow 7-10 days notice if you wish to purchase the items quoted on this form.

TO: COLUMBIA POLICE DEPARTMENT
Attn: SGT. D. L. DOUGHERTY
Address:1 JUSTICE SQUARE
COLUMBIA, SC 29201
Email:dldoughterty@columblasc.net
Salesperson: Bill Brissey

Thank you for giving us the opportunity to provide you with the price quotes you requested.

QUOTE DATE	QUOTE NUMBER	QUOTED BY	DELIVERY *(applies to initial order only)*
7-24-18	CPD62518-1	BILL BRISSEY	ASAP

ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
	10 ASPIS-X GEN II LEVEL III 20X30 Rifle Rated Shields with view port and lights	$8056.80	$80568.00
	8% TAX		$6,445.44
		TOTAL	**$87,013.44**

ADDITIONAL COMMENTS:

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve a Professional Services Agreement for the Ceasefire Columbia Research Project, as requested by the Police Department. Award to the University of South Carolina in the amount of $60,000.00.**

REQUISITION NO.: **R192937**

FINANCIAL IMPACT: **Funding Source: 2659999-9910000016-636600 United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA) Grant. The original budgeted amount is $60,000.00.**

ORIGINAL BUDGET: **$60,000.00**

CLEAN WATER 2020?: **No**

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

The above referenced Agreement is to compensate the University of South Carolina for assisting the CPD in conducting research and producing findings and recommendations pursuant to a grant received from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA), dated September 14, 2016.

ATTACHMENTS:

- **#a:** CPD and USC Ceasefire Columbia Research Agreement (2) (PDF)

AGREEMENT FOR PROFESSIONAL SERVICES

Between: **City of Columbia**
1800 Main Street, Second Floor
Columbia, SC 29201
Contact: Contracts Administrator
Phone: (803) 545-3470
E-mail: procurement@columbiasc.gov

And: **University of South Carolina**
1600 Hampton Street, Suite 414
Columbia, SC 29208
Contact: Natasha Dozier
Phone: 803-777-5370
Fax: 803-777-4136
E-mail: Ndozier@mailbox.sc.edu

1. **PURPOSE** – The City of Columbia (hereinafter referred to as the "City"), Police Department (CPD) is entering into this Agreement with the University of South Carolina (hereinafter referred to as the "USC") to assist the CPD in conducting research and producing findings and recommendations pursuant to a grant received from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA), dated September 14, 2016.

2. **SCOPE OF WORK** – The Statement of Work (SOW) for the services requested is incorporated into this Agreement as Attachment A.

3. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution through September 30, 2019. 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.

4. **KEY PERSONNEL** - The project director, and key personnel, will be Dr. Robert

Kaminski, Associate Professor, Criminology and Criminal Justice College of Arts and Sciences, USC, who may select and supervise other project staff as needed. No other person will be substituted for the project director except with CPD's approval. The City may exercise the *Termination* provision of this Agreement if a satisfactory substitute is not found.

5. **DIRECTION OF RESEARCH** – The USC is responsible for the direction of the research. It is agreed, however, that USC, through its project director, maintain continuing communication with the designated liaison for the CPD, James Modzelewski, Ceasefire Services Coordinator.

4. **FUNDING AND PAYMENT** – The City will provide funding in the fixed amount of $60,000.00 (Sixty Thousand Dollars). Payment will be made in four equal installments as outlined in the SOW, *Payment.*

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

6. **INTELLECTUAL PROPERTY** - The CPD and USC agree that, if patentable discoveries or inventions should result from work performed under this Agreement, USC shall retain the entire right, title and interest to each subject invention, except that the CPD shall have a non-exclusive, non-transferable, irrevocable, paid-up license to use such discoveries or inventions.

USC is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this agreement, but the CPD shall receive a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for CPD purposes.

7. **PUBLICATIONS** - USC engages only in research that is compatible, consistent and beneficial to USC's academic role and mission and therefore, significant results of research activities must be reasonably available for publication. USC agrees to keep confidential any CPD proprietary information supplied to it by the CPD during the course of research under this Agreement. In any such publication, full credit shall be given the Sponsor and every person having made a significant contribution to the results obtained.

8. **TERMINATION** - The City may terminate this Agreement at any time upon any of the following grounds:

A. Rescission of the United States DOJ, BJA, Office of Justice Programs (OJP), Project Safe Neighborhoods (PSN) grant/grant funding to the CPD to support the Operation "Ceasefire Columbia" program (grant award number 2016-GP-BX-0012);

B. Failure to perform any of the services required under this Agreement and does not correct such deficiency within thirty (30) 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 USC shall only be entitled to the time expended on the services required under this Agreement prior to the effective date of the termination, based on the quarterly payment schedule that would be *prorated*. In no event shall USC be entitled to anticipatory profit or damages for any termination under this Agreement. And, in no event shall USC be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

Name of Organization
Name: Department of Procurement & Contracts
Title: Contracts Administrator
Address: 1800 Main Street
Second Floor
Columbia, SC 29201

University of South Carolina
Name: Natasha Dozier
Title: Sponsored Programs Administrator
USC Sponsored Awards Management
1600 Hampton Street, Suite 414
Columbia, SC 29208

Phone: (803) 545-3470
Fax: N/A
Email: procurement@columbiasc.gov

Phone: 803-777-5370
Fax: 803-777-4136
Email:Ndozier@mailbox.sc.edu

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

11. **AMENDMENTS** - Any amendments to this Agreement must be in writing and signed by authorized representatives of the City and USC.

12. **MISCELLANEOUS** -

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

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

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

D. In the event there are any disagreements between the City and the USC with regard to any of the requirements, specifications or interpretation of this Agreement, the USC 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 of the City of Columbia and those of the State of South Carolina. The USC 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.

F. This Agreement represents the entire agreement between the City and the USC 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 USC.

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

K. The data collected by both parties pursuant to this agreement can only be used for purposes of this grant and are confidential, except as provided by law.

Agreement of the City and USC with the terms stated above is indicated by signatures below:

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

UNIVERSITY OF SOUTH CAROLINA

_____	_____	**Date:**_____
Print: Name/Title	**Signature**	

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Recommended by:

James C. Modzelewski, Ceasefire Services Coordinator

Captain Derrick A. Thornton, Columbia Police Department

Chief W.H. Holbrook, Columbia Police Department

Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Attachment A - Statement of Work

This Statement of Work (SOW) is for a Research Partner to assist the City of Columbia, South Carolina on behalf of its Police Department (CPD), to conduct research and produce findings and recommendations (outlined below) pursuant to a grant received from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA), dated September 14, 2016.

Effective Date: This SOW is effective upon signing.

Scope of Work: In 2016, the United States Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), awarded a Project Safe Neighborhoods (PSN) grant to the CPD to further support the Operation "Ceasefire Columbia" program (grant award number 2016-GP-BX-0012). Ceasefire Columbia utilizes a combination of enforcement, intervention, and outreach strategies, with the goal of reducing gun crime and gang violence in defined areas of Columbia, South Carolina.

The period under evaluation for this program is October 1, 2016, through September 30, 2019. This program aims to be data-driven, and focused on outcomes; therefore, the Research Partner will be expected to perform all tasks outlined for the Research Partner in the PSN proposal funded by BJA, to include:

a. Assist in the development, as well as ongoing evaluation and modification, of a strategic action plan for this program.
b. Assist CPD with evaluating historical, and ongoing crime and gang data, and focused deterrence efforts, to inform the CPD and recommend strategic and tactical responses.
c. Assist CPD with the evaluation of community data (e.g. foreclosures, health and human services data, school data, and other community data, as available) to suggest approaches and modifications to program implementation, to include community engagement.
d. Assist CPD in the establishment of new analytical efforts, procedures for operational reviews, and intelligence products.
e. Assist CPD in the development and delivery of training to CPD personnel to strengthen the focused deterrence, and data gathering/analysis aspects of this program.
f. Complete the collection of data to document BJA required performance measures, and evaluate the program's overall implementation.

g. With the assistance of CPD, conduct focus-group interviews with CPD personnel, to determine the effectiveness of this program; including an interview at the conclusion of this program.
h. Meet with CPD, and their Ceasefire Services Coordinator (CSC), routinely (e.g. weekly communication), to discuss research progress, and address obstacles to data collection. Research Partner will also provide quarterly progress reports to the CSC; delivery dates provided below.

Delivery Dates: Research Partner shall complete the services and/or work by or in accordance with the delivery schedule below.

a. Research Partner will provide monthly input to CPD regarding the BJA performance measures identified in the BJA Grant Management Systems (GMS) report.
    a. The CPD CSC will provide Research Partner with the BJA GMS performance measures, which will include:
        i. Training and technical assistance provided to CPD and Ceasefire partners
        ii. New partners introduced to the group to assist with problem response
        iii. Data collected for the problem response analysis
        iv. Analysis and recommendations provided on program strategies
        v. Communicating results to CPD and Ceasefire partners
b. Research Partner will provide CPD with quarterly reports (due January 1, 2019; April 1, 2019; July 1, 2019; and a last report on September 30, 2019), to document their progress pursuant to expectations identified previously in this agreement.
    a. Research Partner will prepare a comprehensive report at the conclusion of this program (September 30, 2019), to document performance measures and evaluate the programs' implementation, initiation and outcome.

Dissemination of Program Findings:

USC DCCJ may publish results of findings at conferences, and in appropriate professional journals once the CPD and BJA review written reports prior to publication.

Payment: (recommend 4 payments/installments)

The total compensation for services is sixty thousand dollars ($60,000.00). Payment is recommended to be made in four (4) installments of $15,000.00 each. The first shall be

made within 15 days after the agreement is fully executed, and the last payment after the final report is received (in September 2019). The remaining installments will be remitted February 1, 2019, and May 1, 2019 (quarterly progress reports due in Jan and April 2019).

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Renewal of Mobile Area Routing and Vehicle Location Information System Software Support, as requested by the Police Department. Award to Bradshaw Consulting Services, Inc. in the amount of $70,674.78. This firm is located in Aiken, SC.**

REQUISITION NO.: **R193406**

FINANCIAL IMPACT: **Funding Source: Police Administrative Services-Maintenance and Service Contract,1012402-638200. The original budgeted amount is $70,674.78.**

ORIGINAL BUDGET: **$70,674.78**

CLEAN WATER 2020?: **No**

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

Qty.	Description	Unit Price	Extended Total
1	Software Maintenance/Support	$65,439.61	$70,674.78

The subsequent purchase order will serve as the official contract instrument for this procurement.

Sec. 2-204. - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: (7) Procurement of information technology.

ATTACHMENTS:

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

R193406

Bradshaw Consulting Services, Inc.

Please remit payment to:
2170 Woodside Executive Ct.
Aiken, SC 29803
TEL: 803.641.0960
FAX: 803.641.1919

INVOICE

INVOICE NUMBER: **8075**
INVOICE DATE: **9/6/2018**

CUSTOMER BILL TO:

City of Columbia
Attn: Accounting Dept.
PO Box 147
Columbia, SC 29217
AccountsPayable@columbiasc.net

CUSTOMER SHIP TO:

City of Columbia
Police Department
#1 Justice Square
Columbia, SC 29201
Ref.: PO# TBA

CUST P.O. NUMBER	TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA	Net 60	ETB	11/5/2018	Service	E-0014

Qty.	ITEM	DESCRIPTION	MAINT/Month ...	Months Due	AMOUNT
		Annual MARVLIS Maintenance to cover renewal service period: 11/2/2018 - 11/1/2019			
75	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 137991	7.1296	12 months	6,146.60
75	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 137991	16.3910	12 months	14,751.82
35	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 142367	6.6306	12 months	2,868.41
35	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 142367	15.9135	12 months	6,884.18
22	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P145930	6.7090	12 months	1,824.32
		Please make all checks payable to BCS.		**TOTAL:**	

Bradshaw Consulting Services, Inc.

Please remit payment to:
2170 Woodside Executive Ct.
Aiken, SC 29803
TEL: 803.641.0960
FAX: 803.641.1919

INVOICE

INVOICE NUMBER: **8075**
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CUSTOMER BILL TO:

City of Columbia
Attn: Accounting Dept.
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AccountsPayable@columbiasc.net

CUSTOMER SHIP TO:

City of Columbia
Police Department
#1 Justice Square
Columbia, SC 29201
Ref.: PO# TBA

CUST P.O. NUMBER	TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA	Net 60	ETB	11/5/2018	Service	E-0014

Qty.	ITEM	DESCRIPTION	MAINT/Month ...	Months Due	AMOUNT
22	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P145930	16.3909	12 months	4,457.03
3	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P147778	6.4375	12 months	238.71
3	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P147778	15.45	12 months	572.89
33	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Runtime Software Re. PO# 147999	6.4375	12 months	2,625.74
33	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147999	15.45	12 months	6,301.75
4	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P148240	6.4375	12 months	318.27
		Please make all checks payable to BCS.		**TOTAL:**	

Bradshaw Consulting Services, Inc.

Please remit payment to:
2170 Woodside Executive Ct.
Aiken, SC 29803
TEL: 803.641.0960
FAX: 803.641.1919

INVOICE

INVOICE NUMBER: **8075**

INVOICE DATE: **9/6/2018**

CUSTOMER BILL TO:

City of Columbia
Attn: Accounting Dept.
PO Box 147
Columbia, SC 29217
AccountsPayable@columbiasc.net

CUSTOMER SHIP TO:

City of Columbia
Police Department
#1 Justice Square
Columbia, SC 29201
Ref.: PO# TBA

CUST P.O. NUMBER	TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA	Net 60	ETB	11/5/2018	Service	E-0014

Qty.	ITEM	DESCRIPTION	MAINT/Month ...	Months Due	AMOUNT
4	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P148240	15.45	12 months	763.85
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P147744	6.4375	12 months	159.14
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147744	15.45	12 months	381.93
35	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P111702	6.6306	12 months	2,868.41
35	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P111702	12.3771	12 months	5,354.37

Please make all checks payable to BCS.

TOTAL:

Bradshaw Consulting Services, Inc.

Please remit payment to:
2170 Woodside Executive Ct.
Aiken, SC 29803
TEL: 803.641.0960
FAX: 803.641.1919

INVOICE

INVOICE NUMBER: **8075**

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City of Columbia
Police Department
#1 Justice Square
Columbia, SC 29201
Ref.: PO# TBA

CUST P.O. NUMBER	TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA	Net 60	ETB	11/5/2018	Service	E-0014

Qty.	ITEM	DESCRIPTION	MAINT/Month ...	Months Due	AMOUNT
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS AVL Secondary Server Ref.: PO# 111702	212.18	12 months	5,245.09
14	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client w/ Esri Runtimes Ref. PO# 158763 Please Note: BCS has been able to maintain fixed maintenance cost for many years but, because of increasing cost of doing business, we have recently had to institute a policy of increasing software maintenance prices by 3% a year. Current annual billings reflect this increase. Please note, each annual renewal year billing hereafter, will then also increase by 3%.	21.8875	12 months	3,677.10

Please make all checks payable to BCS.

TOTAL: $65,439.61

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of five (5) Compact Hybrid Vehicles for Columbia Water (Customer Care), as requested by the Fleet Services Division. Award to US Fleet Source using the SC State Contract in an amount not to exceed $121,860.00. This firm is located in Convina, California.**

REQUISITION NO.: **R191372**

FINANCIAL IMPACT: **Funding Source; Customer Service - Auto, Trucks, Hvy Equipment-Capital; 5511407-658500, The original budgeted amount is $121,860.00.**

ORIGINAL BUDGET: **$121,860**

CLEAN WATER 2020?: **No**

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

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:** Intent to Award - Statewide Sedans (PDF)
- #b: FY19 Sedan Specs (XLSX)
- #c: Amendment #1 (DOCX)

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

Intent to Award
Posting Date: October 19, 2018

Solicitation: **5400015975**
Description: **STATEWIDE FOR SEDAN VEHICLES**
Agency: **Statewide Term Contract**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **5:00 PM, October 29, 2018.** Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

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

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

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to: protest-mmo@mmo.sc.gov, or
(b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400019829
Awarded To: US FLEET SOURCE (7000264582)
979 S VILLAGE OAK DR
COVINA CA 91724

Total Potential Value: $ 412,840.00
Initial Contract Period: November 01, 2018 through October 31, 2019
Maximum Contract Period: November 01, 2018 through October 31, 2020

Item	Description	Unit Price	Total
1	Sedan 1: Compact, 4 Door, Hybrid Hyundai Ioniq Hybrid Blue N0502F4S	$ 20,642.00	$ 206,420.00

Contract Number: 4400019850
Awarded To: LOVE CHEVROLET COMPANY (7000044959)
C/O ALLY
P.O. Box 8387
COLUMBIA SC 29202

Total Potential Value: $ 1,060,680.00
Initial Contract Period: November 01, 2018 through October 31, 2019
Maximum Contract Period: November 01, 2018 through October 31, 2020

Item	Description	Unit Price	Total
2	Sedan 4G: Intermediate, 4 Door Chevrolet Malibu 1FL	$ 17,678.00	$ 530,340.00

ROB MALPASS
Procurement Officer

FY19 Vehicle Specification	
Sedan 1 - Compact Hybrid Sedan, 4-Door, Gas/Electric	

NOTE: Vendors must complete all blocks highlighted in BLUE below. Failure to complete ALL blocks highlighted in BLUE may deem your offer non-responsive.

Vendor Name:	
Vendor-suggested Model Name and Model Number:	
Base Price:	**$0.00**

NOTE: If Add is included in the base price enter $0.00 in the BLUE cell below and indicate "standard" in the GREEN cell. Use the GREEN cell below also to indicate whether an Add or Deduct requires an additional Add or Deduct. Be Specific.

Measures & Capacities	Requirement	Required Equipment	Requirement	Additions	Add-on Amount	Add Comments
Body Style	Sedan	All federally-required safety components	Required	Bluetooth/Hands Free Calling	**$0.00**	
Doors - Min. #	4	Must contain all components as retail base model	Required (unless otherwise stated)			
Engine - Fuel Type	Gasoline/Electric	Additional Colors	N/A			
Engine - Liters	N/A	Factory-Std. Colors	Required			
Engine - Min. Horsepower	120	Factory-Std. Solar Glass	Required			
Engine - Min. Torque (ft.lbs.)	100	Air Conditioning	Required			
Fuel Capacity	Factory Std.	AM/FM Stereo Radio	Required			
GVWR - Min/Max (lbs.)	N/A	Cruise Control w/Resume	Required			
Head Room - Front (Min. in.)	37	Floor Mats	Required (see std. specs)			
Head Room - Rear (Min. in.)	35	Flooring	Carpet			
Keys	3 (see std. specs)	Intermittent Wipers	Required			
Passengers - Min. #	5	Power Brakes	Required			
Payload - Min. (lbs.)	N/A	Power Door Locks w/Keyless Entry	Required			
Towing - Min. (lbs.)	N/A	Power Driver Seat	No (Unless standard)			

Transmission Type	Automatic
Vehicle Height - Min. (in.)	56
Vehicle Length - Min./Max. (in.)	175.5/181
Vehicle Wheelbase - Min./Max	105.5/107
Vehicle Width - Min. (in.)	69

Power Side Mirrors (Passenger & Driver)	Required
Power Steering	Required
Power Windows	Required
Radio Noise Suppression	Required (see std. specs)
Rear Window Defroster	No (Unless standard)
Rearview/Backing Camera	Required
Seating Configuration	Factory Standard
Seating Construction	Cloth
Spare Tire	Inflation Kit
Tilt Steering Column	Required

DELIVERY INFORMATION

	Distance from Dealership to SFM Delivery Point (In Miles)	0
	Amount of Base Price Allocated to Delivery to SFM	$0.00
This field will automatically populate from the Delivery Information entered above.	Price Per Mile Contractor May Charge	**#DIV/0!**
Enter the days ARO in the BLUE cell	DAYS ARO:	0

PRICE CALCULATIONS
(These cells automatically populate)

Base Price:	$0.00
Total of All ADDS:	$0.00
25% of all ADDS:	$0.00
Total of All DEDUCTS:	N/A
25% of All DEDUCTS:	N/A
Evaluated Amount:	**$0.00**

ENTER THIS AS YOUR BID IN SCEIS

	State of South Carolina Invitation For Bid Amendment #1	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	**5400015975** 09/21/2018 ROB MALPASS 803-737-5769 remalpass@mmo.sc.gov SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211

DESCRIPTION: **STATEWIDE FOR SEDANS**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: http://www.procurement.sc.gov

SUBMIT OFFER BY (Opening Date/Time): **10/09/2018 11:00AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **09/28/2018 10:00 AM** **Questions Limited to Amended Parts Only**

NUMBER OF COPIES TO BE SUBMITTED: **One (1)**

CONFERENCE TYPE: ~~**Pre-Bid**~~ DATE & TIME: ~~**09/05/2018 9:30AM**~~ (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: ~~**West Columbia City Hall**~~ ~~**200 N. 12th Street**~~ ~~**West Columbia, SC 29169**~~

AWARD & AMENDMENTS	Award will be posted on **10/19/2018**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) _____ Area Code - Number - Extension Facsimile _____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

Preferences do not apply to vehicle procurements per 11-35-1524(E)(5)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

Preferences do not apply to vehicle procurements per 11-35-1524(E)(5)

____In-State Office Address same as Home Office Address ____In-State Office Address same as Notice Address **(check only one)**

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<u>IMPORTANT NOTICE</u>: To be consistent with the manner in which vehicle amendments have been processed in the past, the State has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the "Pre-Award" and "Post Award" phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their on-line bids.

In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES / EQUIPMENT (MODIFIED)

Sedan-1: Compact, 4 Door, Hybrid

Sedan-4G: Intermediate, 4 Door

The intent of this procurement is to establish statewide contracts for the purchase of vehicles as referenced above. The resulting contracts will be used by state agencies and political subdivisions per state and local requirements. Contracts will be awarded by item so offerors may bid on one (1) or more items. Life cycle costing is used to determine vehicle awards unless the vehicle is ≥ 8,600 GVWR or classified as a law enforcement vehicle.

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

The estimated start date for this contract is **11/01/2018** and the estimated end date is **10/31/2020**. The initial term of the contract is one (1) year with the potential for one (1) optional one year term. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer

for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
http://www.scstatehouse.gov/code/statmast.php

The South Carolina Regulations are available at:
http://www.scstatehouse.gov/coderegs/statmast.php
[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes

require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must

request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).
[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a)

through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
http://www.scemd.org/planandprepare/disasters/severe-winter-weather
[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers,

modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

~~Pre-Bid/Proposal Conference Date and Time: **09/05/2018 9:30AM**~~
~~Location of Pre-Bid/Proposal Conference: **West Columbia City Hall**~~
~~**200 N. 12th Street**~~
~~**West Columbia, SC 29169**~~

~~Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. **Bring a copy of the solicitation with you.** Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.~~

~~**This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, offerors are strongly encouraged to attend and participate. The purpose of the Pre-Bid is to identify items that are in error, unclear, or unduly restrictive.**~~

~~**All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.**~~

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY ITEM (JAN 2006)

Offers may be submitted for one or more items. [02-2B085-1]

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."
(b) Steps for On-Line Bidding
1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."
3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.
Offers with a status of "saved" have not been received.
4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:
DSIT Help Desk (803) 896-0001
Monday – Friday 8:00 AM – 4:30 PM EST
SCEIS Service Desk Vendor Ticket Form

Additional vendor instructions concerning submitting offers can be found at:
https://procurement.sc.gov/agency/submit_requistion

If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001. The Procurement Officer is not able to assist you in entering your offer.

It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.

All Offerors should attach all additional requested documents to their response in the online system. These documents can be attached under the **"Notes and Attachment"** tab in the online system either on the main response page or under the necessary line item.

PROTEST - CPO - MMO ADDRESS (MODIFIED)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us or,
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE -- DAYS ARO (MODIFIED)

All items shall be delivered within the number of days after receipt of purchase order (days ARO) listed on the bid schedule (Section VIII) for the awarded item(s).

OPERATIONAL MANUALS (JAN 2006)

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

QUALITY -- NEW (MODIFIED)

All items must be new.

Production Model Year: Vehicle models offered must be 2019 or newer.

ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than $10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.
[03-3090-3]

ADMINISTRATIVE SERVICES FEE - CALCULATION - SPO (MODIFIED)

For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

STATE OF SOUTH CAROLINA – STANDARDIZED VEHICLE SPECIFICATIONS

(Revised 8/7/2018)

Introduction:

The following specifications are applicable if they are listed as "Factory Installed Items" (included in the "Base Price") or "Option Equipment" (Add or Deduct Pricing). If they are not referenced by the spec item name (example: "Tow Package") in the individual vehicle spec, they do not apply.

Should it be necessary to deviate from a standard spec, the deviation(s) will be expressly stated within the individual vehicle spec. The individual vehicle spec takes precedence over the standardized vehicle spec. Unless defined otherwise in an individual vehicle's specification, the following standardized specifications apply where applicable and as listed in each vehicle spec.

Important Notice:

Contractors/vendors should review purchase orders carefully for items such as drawbar, pin, clip and shank configuration information, as well as anything else needing further description for the particular order, as provided in the contract documents. They should notify the ordering governmental entity when needed information is missing. This office will require delivery of all specified items unless the ordering governmental entity provides specific notice of relief from same in writing. **These type items are to be included in the contract prices.**

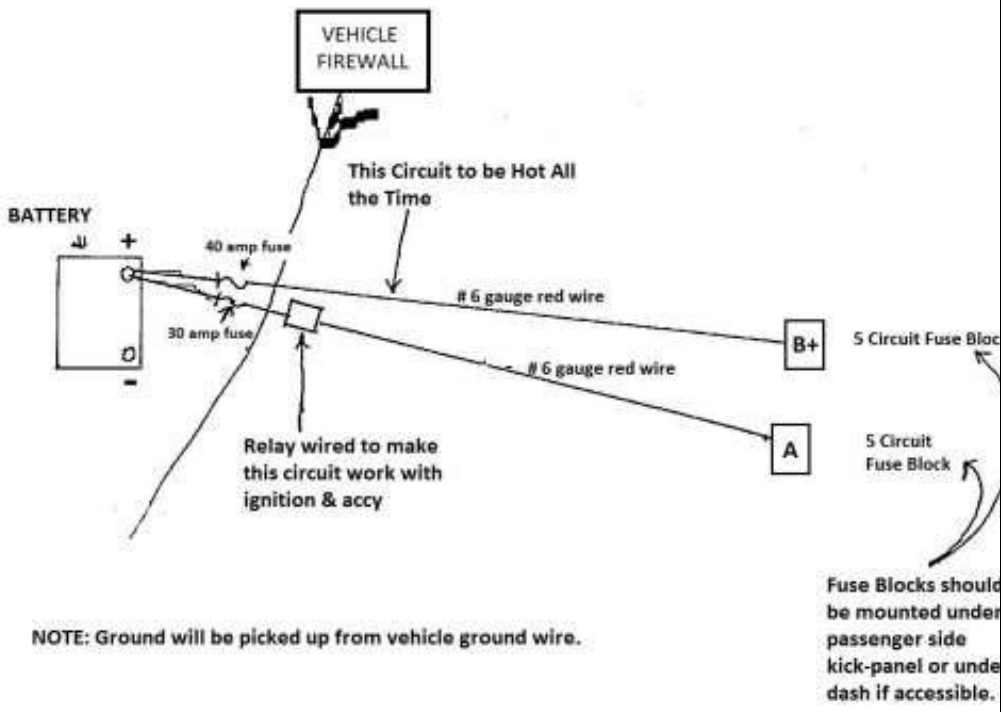
Specification Name	Description
Auxiliary Power Connection	A factory-installed, two-wire power connection shall be provided in the engine compartment. ➢ If the specified connection is not offered by the manufacturer, said connection may be installed by an up-fitter. ➢ Documentation of non-availability from the manufacturer is to be obtained from the manufacturer and included in the bid submittal. • The circuit shall be a minimum 5-amp fused with a minimum 14 gauge automotive-grade cable. ➢ The circuit shall operate with the ignition switch in the "Accessory" or "On" position, and shall include one red wire for ignition and one blue wire for accessory. • *The purpose of the power connection is to allow installation of additional high amperage accessories.* • *Note that on most individual vehicles specs, this item is considered an optional add-on. Be sure to review each individual vehicle spec carefully.*
Auxiliary Power Connection – DNR Specification	Department of Natural Resources (DNR) requires a significantly different Auxiliary Power Connection on select vehicles. The specifications below apply whenever the option "Auxiliary Power Connection – DNR Specification" is listed on a contract sheet, and subsequently selected on a purchase order. • Minimum two (2) 40-amp circuits that provide 12 volt connection for the installation of additional high amperage equipment. • The circuits shall provide: ➢ A two (2) wire harness with 6awg wire that includes one (1) wire powered when ignition switch is in the Accessory position and the ON position through a heavy duty relay;

- One (1) wire powered from the battery with 12 volts dc continuously.

- Both wiring harnesses shall be connected to the battery with a 40 amp fuse with 6awg wire and run inside to the passenger area (kick panel or under dash accessible to connect wires), with a 5 circuit fuse block and labeled to identify the circuit (battery, INC/ACCY).
  - To avoid circuit failure by exposure to excessive heat in the engine compartment, the relay should also be inside the vehicle in this area if at all possible.
  - This installation will allow for additional high amperage body equipment output such as, but not limited to: blue lights, radios, computers, work lights, pumps, and motors.
- The switch may be factory, dealer, or approved up-fitter installed.

NOTE: All non-factory installations of this item shall be tied into the chassis electrical system as specified by the vehicle manufacturer. Dealers and up-fitters are to carefully coordinate same with the vehicle manufacturer. The contractor guarantees all work associated with this item that is not covered by the vehicle's manufacturer warranty for the same specified time and usage as the vehicle's manufacturer warranty.

DNR AUXILIARY POWER CONNECTION DIAGRAM



Auxiliary Power Outlet	A factory-installed, 12-volt single port power outlet shall be provided in the dashboard or front console of the vehicle. • The power outlet shall operate with the vehicle ignition switch in the "Off" or "On" position. • The outlet must operate independently from other electronic components with on a minimum 20 amp circuit. • The outlet must be accessible from the driver's seat position. • If unavailable from the manufacturer, the auxiliary power outlet may be installed by an up-fitter. • *Note that on most individual vehicles specs, this item is considered an optional add-on. Be sure to review each individual vehicle spec carefully.*
Daytime Running Lights	If standard equipment, daytime running lights are to be made inoperable prior to delivery of vehicles purchased by and for law enforcement entities.
Engines - Diesel	For Diesel-powered vehicles and equipment, fuel system components and Diesel engines shall be compatible with B20 bio-diesel blends, minimum.
Engines – Gasoline/Unleaded/E 10	For gasoline-powered vehicles and equipment, fuel system components and gasoline engines shall be compatible with E10 ethanol blends, minimum. These engines are to perform as follows: • No noticeable degradation in vehicle drivability; • Minimal impact on vehicle operating efficiency (defined to be no more than 10% decrease in fuel economy); • Maintenance sensors and warning systems are to display normally (i.e. use of E10 is not to cause the check engine light to illuminate). **NOTICE:** The State of South Carolina has transitioned to the E10 Unleaded Fuel Blend. The fuel contracts reflect the same.
Floor Mats	Unless stated otherwise in the individual vehicle specifications, the following applies: • In vehicles with <u>carpeted</u> flooring, the manufacturer's vehicle-specific floor mats are to be supplied for all major seating points of the vehicle. • If a manufacturer is unable to supply floor mats for carpeted vehicles (i.e. due to specific vehicle packages), equivalent (in quality and fit) aftermarket mats must be provided for all major seating points. • In vehicles with <u>vinyl or heavy duty rubber flooring</u>, floor mats are **<u>not</u>** to be provided, and may not be requested by the ordering governmental entity. **NOTICE:** Should an individual vehicle's specifications with carpeted interior request rubber or vinyl floor mats, those mats will be of a high quality, heavy duty construction.

Four-wheel Drive (4x4) & All-Wheel Drive (AWD)	**<u>4x4 Definition:</u>** The State of South Carolina recognizes the definition of a 4x4 (four-wheel drive)-equipped vehicle as follows: • The vehicle is primarily rear-wheel drive, and equipped with locking differentials, low-range gearing, and is controlled by transfer case. • Power distribution is not distributed/vectored alternately between wheels by the vehicle computer. • The 4x4 system can be selected for 4x2/rear wheel drive, low, and high settings on part-time 4x4 vehicles (either by lever or electronic selection). • Full-time 4x4 vehicles do not have computer-controlled power vectoring to the wheels, but may allow for low and high range selection. <u>4x4 Package:</u> For vehicles equipped with 4x4 as defined above, the State requires the following to be provided on said vehicle: ➢ Transfer case with auto locking hubs (operator may lock hubs without leaving the cab). ➢ Factory installed protection for fuel cell and transfer case. Protection must be adequate to prevent puncture to either system. ➢ Locking or limited slip differential or electronic traction control. ➢ Suspension – all changes recommended by the manufacturer for 4x4 operation to be provided and completed. ➢ All-terrain tires **<u>All-Wheel Drive (AWD) Definition:</u>** The State of South Carolina recognizes the definition of an AWD-equipped vehicle as follows: • The vehicle computer controls the amount and timing of power distribution/vectoring to each of the wheels. • The driver does not have the ability to completely eliminate the computer's control of power distribution (variable mode options of an AWD system does not classify a vehicle as 4x4 instead of AWD). • The vehicle is typically always readily engaged in an All-Wheel Drive power distribution, whether or not the computer has selected all wheels to receive power at any given moment. **AWD Package:** The State requires AWD vehicles to be fully equipped with all warranty-necessary suspension and protective devices as defined by the manufacturer. **NOTICE:** The State of South Carolina does not consider AWD to be equivalent to 4x4. Therefore, AWD will not be accepted as a substitute for 4x4. Refer to individual vehicle specifications to determine if a vehicle must be either 4x4 or AWD, or if either option is acceptable for the individual vehicle spec.
Head Restraints	All outboard seating positions shall have factory installed head restraints via head rests or high back seats. The head restraints shall meet all requirements of US Department of Transportation, National Highway Traffic Safety Administration, and Federal Motor Vehicle Standards. **NOTICE:** If head restraints are not available, the contractor shall provide each ordering governmental entity notification from the manufacturer verifying that head restraints are not available. If head restraints are available from the manufacturer

	as an optional item, they must be included in the offer and incorporated into the base price of the vehicle.
Keys	Three (3) ignition-capable (and programmed) keys and two (2) fobs/remotes are to be provided for each vehicle delivered. • The two (2) fobs/remotes are only required if the vehicle is equipped with power locks. • For manufacturers whose keys are an integrated key/fob, three (3) fully functional (ignition-capable) integrated key/fobs are required. • Cost for the key and fob sets are to be included in the base price.
Pickup Box Removal and Lamp Detection	Trucks provided with a pickup box removal shall have lamp detection turned "Off" to allow exterior turn signal lights and interior audible and/or visual turn signal indictors to work properly.
Privacy Glass -- Extended & Crew Cab Pickups, Cargo & Passenger Vans, Utility Vehicles	If "Privacy Glass" is required as part of the individual vehicle spec (or as an add-on item), for a qualifying vehicle class as defined below, the State of South Carolina defines privacy glass and its applicable vehicular location as: • Deep tint with a VLT of 18-20%. • Only applicable to glass aft of the B pillar for the specifically defined vehicle classes within this spec. **<u>Qualifying Vehicles:</u>** • Extended and crew cab pickups • Cargo and passenger vans • Utility Vehicles – which are specifically on state contracts defined for SUVs • State contract law enforcement vehicles **NOTICE:** • Vehicles specifically assigned Sedan contracts, exclusive of law enforcement contracts, do not qualify for privacy glass.
Radio Noise Suppression	Governmental fleet vehicles may have an approximate 150-watt mobile (two-way) radio installed, operating on the frequencies of 44-47 MHz as designated by the FCC (CFR 47, Part 90). To anticipate possible installation of such radio equipment, the vehicle shall be fully compatible with the above radio installation and all vehicle components and equipment shall not interfere with the operation (transmitting or receiving) of the mobile radio.

Rear View Camera Systems (All vehicles under 10,000 GVWR)	Vendor shall provide an installed rear view camera system complete with camera, cabling, and hardware meeting requirements of Federal Motor Vehicle Safety Standards (FMVSS) 111 Standard for rear vehicle visibility. The rearview camera system shall provide a compliant image from a factory standard screen. If available and not already standard, the ability to upgrade to an in-dash monitor shall be allowed through the cost + 10% charge when requested by the purchasing agency.
~~**Side Mirrors – Extended Breakaway**~~	~~The primary mirror will be a minimum of 6"x 14". The convex mirror will be a minimum of 5". The purpose of the mirror is to improve the driver's view to the rear when towing & backing.~~
Step Bar – Entry/Egress	**Definitions:** • **Door threshold** – point of the vehicle where the driver & passengers place their foot upon entering the cabin. • **Step Bar** – shall be a 3" diameter bully single, extended, or double step bar, or equivalent. *The bar must have a minimum weight capacity of 250 lbs., and must be of metal construction.* • **Running board** – an elongated platform step that measures no less than six inches deep, and must be installed to allow entry and egress from all side doors (including driver's as measures dictate). *The board must have a minimum weight capacity of 250lbs.* **Method of Measurement:** From level ground (not including curbing), measure the vertical clearance from the ground to the threshold for each passenger and driver entry door as defined above. **Spec for Vans (including Cutaways):** • Running boards, as defined above, are required at all doors where the ground-to-threshold clearance exceeds **19"**. • The astern rear door is exempt from this spec. • *Please be sure to measure all entry points, particularly on redesigned or new models, to prevent rejection at time of delivery and inspection. Note that tire & wheel changes could affect measurements – be sure to check for such changes on new model years.* **Spec for Pickups & Large Trucks:** • Step bars, as defined above, are required at all doors where the ground-to-threshold clearance exceeds **21"**. • For vehicles with extended, quad, or crew cabs (no matter the manufacturer's marketing description), an extended length or double step bar shall be installed that services the entry and egress for all doors. • *Please be sure to measure all entry points, particularly on redesigned or new models, to prevent rejection at time of delivery and inspection. Note that tire & wheel changes could affect measurements – be sure to check for such changes on new model years.* **Spec for Utilities (SUV & Crossover):**

	• Running boards, as defined above, are required when any passenger (including driver) door's ground-to-threshold clearance on a utility vehicle exceeds **21"**. • The running board shall cover the length of the rocker panel from the forward point of the front doors, to the rearward point of the rear passenger doors. • The astern rear door/hatch is exempt from this spec. • *Please be sure to measure all entry points, particularly on redesigned or new models, to prevent rejection at time of delivery and inspection. Note that tire & wheel changes could affect measurements – be sure to check for such changes on new model years.* **NOTICES:** • In all cases, overall manufacturer-desired ground clearances must be maintained. • All step bars and running boards shall be the type that are customarily manufactured and marked to be used as steps (not décor). • Step bars must be black powder coated, and certified for a minimum weight capacity of 250lbs. • Running boards should be black in color. Molded plastic running boards (OEM or aftermarket) are acceptable, so long as they are certified to a minimum weight capacity of 250lbs. • Steps are not required for astern rear doors/hatches on vans or utilities.
Tires	Tires are to be mounted with black walls turned to the outside. • All tire walls with contrasting colors such as white, red, raised white lettering, etc. are to be turned and mounted to the inside. • The ordering governmental entity may reject delivery if black walls are not turned to the outside.
Tow Package	**State of South Carolina Tow Package:** Factory installed hitch plus all necessary components to match or exceed the maximum rated towing capacity of the vehicle are to be included. • Wiring will be completed to include all necessary components to utilize both 4-way and 7-way wiring harnesses. • Standard configuration for drawbar, ball, pin, and clip: ➢ Standard is the DNR specification below, unless otherwise stated by the ordering governmental entity. ➢ Department of Natural Resources (DNR) configuration is: drawbar with 2" drop, pin, clip, and 2" ball w/ 1"solid shank. **NOTICES:** • This spec applies when: ➢ A governmental agency specifically requests the tow package as part of the vehicle order, or ➢ The individual vehicle spec includes the tow package as required/standard equipment.

	• If the drawbar, pin, clip, and shank configuration is inadvertently omitted from a purchase order (i.e. "tow package" was the only description provided on the PO), it does not relieve the contractor of the requirement to provide the standard configuration above, or as outlined in the individual vehicle specifications. • If a vendor's vehicle is provided factory-equipped (factory standard) with the hitch assembly, the vendor does not have to supply the standard configuration of the State of South Carolina tow package (wiring, drawbar & ball) when: ➢ The ordering governmental entity has not requested the tow package as part of the purchase, or ➢ The individual vehicle spec does not require the tow package as a standard/base item for the contract.
Winch	The standard specification winch is as follows: • Warn model ~~XD9000i –~~ Zeon 10 (88990) • Electric • Front Mount • ~~9,000lb~~. 10,000lb. capacity, with roller fairlead (5742) • ~~125'~~ 80' cable • Grille guard with center horizontal bar and mounting bracket **NOTICES:** • The mounting bracket must not extend below the height of the front bumper. • The winch package may be installed by the contractor/factory, or an approved up-fitter.
Vehicle Up-fits – Unapproved / Not Ordered	If a vendor chooses to fulfill an order with dealer stock / retail units that were up-fitted beyond factory-standard/equipped accessories (i.e. tow package, bed liner, toolboxes, satellite radio, navigation, etc.), but not requested by the ordering governmental entity, the vendor may not petition the ordering governmental entity for reimbursement of the up-fit(s).

End of Standard State Specifications.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MODIFIED)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

Offerors **MUST** submit an electronic copy of "FY19 Sedan Specs.xls" with their offer. Failure to submit the spreadsheet may deem your offer non-responsive.

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

[ ] Traditional minority
[ ] Traditional minority, but female
[ ] Women (Caucasian females)

[ ] Hispanic minorities
[ ] DOT referral (Traditional minority)
[ ] DOT referral (Caucasian female)
[ ] Temporary certification
[ ] SBA 8 (a) certification referral
[ ] Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: http://osmba.sc.gov/directory.html [04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

VI. AWARD CRITERIA

AWARD BY ITEM (JAN 2006)

Award will be made by individual item. [06-6005-1]

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

CALCULATING THE LOW BID

Each Offeror will use the attached spreadsheet to provide a "Base Price" that includes all specified items except those identified as "Add" options. Offerors will provide separate pricing for "Add" and "Deduct" options. These are popular options specifically identified in the individual vehicle specifications (see attached spreadsheet). The option prices will be totaled and weighted at 25% of their value as noted in the spreadsheet. The weighted values will then be added to (if an "Add" option) or subtracted from (if a "Deduct" option) the "Base Price" to determine an "Evaluated Amount". The following Life Cycle Costing will be applied (where applicable) and award will be made by line item to the responsive and responsible Offeror whose bid results in the lowest total cost of ownership:

Life Cycle Costing

1. It is the intent of the State of South Carolina to award a contract to the vendor or vendors whose bid results in the lowest total cost during its period of ownership of the vehicles purchased. In determining the life cycle costs of a motor vehicle, the costs shall be determined on the basis of the unit price, resale value, and operating costs. The four (4) year residual value, 80,000 miles, and EPA ratings will be used to calculate the resale value and operating cost.

   SC Code 1-11-310 (A) requires the State to purchase motor vehicles on the basis of lowest anticipated total life cycle costs. EPA ratings are used to calculate resale value and operating costs. In the event that bids are received on different makes/models that meet specifications where one make/model has an EPA rating and the other make/model does not have an EPA rating (based on GVWR), only bids for those vehicles with available EPA ratings will be considered for award. Bids for vehicles without an EPA rating will be deemed non-responsive. In the event that all bids are for vehicles without EPA ratings (based on GVWR), non-rated vehicles will be considered and award will be made to the lowest responsive & responsible bidder. Life Cycle Costing will not be applied.

2. For the purpose of this procurement, the following contract award formula will be used.

$$CA = UP + G - R$$

   CA = Contract Award

   UP = Unit Price + weighted "Total Adds" – weighted "Total Deducts"
   G = Projected Fuel Expenditure, adjusted to present value.
   R = Resale value (where applicable), adjusted to present value.

3. The above formula is predicated upon the use of the following definitions, criteria, and resources:

   a. All cost data will be adjusted to present value by utilizing discount Factor of 5.1 percent per year.
   b. Fuel cost shall be based upon the current EPA Fuel Economy Guide, Est. Hwy. Mileage for the vehicle bid and the prices per gallon listed below. (This part of the LCC evaluation does not apply to Patrol Vehicles or vehicles with GVWR rating of 8,500 lb. or more).

GASOLINE = $2.20

The resale value of the vehicles bid shall be the forty-eight month projected used car value as published in the current issue (prior to bid opening date) of the Black Book Official Residual Value Guide for New and Used Vehicles. (Does not apply to Patrol Vehicles and Medium through Heavy Duty trucks.)

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (MODIFIED)

In determining award, unit prices will govern over extended prices unless otherwise stated. Offerors **MUST** submit an electronic copy of "FY19 Sedan Specs.xls" with their offer. All prices within the spreadsheet must reconcile with the Evaluated Price entered as your offer. If the prices do not reconcile, your offer may be considered non-responsive for all offers that do not reconcile only.

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded

contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the

address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after

delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

1. GENERAL:

A. Vehicle Condition - Preparation:
The vehicles shall be new, complete and of latest manufacture available. The entire vehicle must be properly serviced, oiled, greased and ready for operation.

B. All required and optional items must be factory installed if item is available from the factory. Items may be dealer or 3rd party installed when not available from the factory. The Contractor guarantees all work associated with any item that is not covered by the vehicle's manufacturer warranty for a minimum of the same specified time and usage as the vehicle's manufacturer warranty. See also section 4(D) below.

2. OPTIONAL ITEMS:

A Prices bid for the most popular optional equipment (Add & Deduct) will be entered in the questionnaire and returned with your bid and the State will consider these prices in its overall evaluation of the bid. The right is reserved by the State to reject any bid for which it finds the option prices not satisfactory (inconsistent or unrealistic when compared with others prices).

IMPORTANT: Maximum mark-up acceptable is factory to dealer cost plus no more than 10%. Options not requested as an "Add" or "Deduct" option herein, but which may be required by the user on this contract, will be furnished by the contractor at dealer cost plus no more than 10%. The State reserves the right to require proof of the dealer's cost for any optional items.

~~B. All optional equipment shall be factory installed unless specified otherwise herein.~~

3. DELIVERY:

A. Acknowledgment of Order:
Within three (3) work days of receipt of an order, the contractor shall submit to the receiving agency ("Invoice To" address, from purchase order, "Attention Purchasing Office"), an acknowledgment of order post card per the following format:

ACKNOWLEDGMENT OF ORDER

VEHICLE MAKE & MODEL:

COLOR (Specify All): QTY:

YOUR PURCHASE ORDER # REC. ON:

STATE CONTRACT NO.:

FACTORY ORDER NUMBER IS: PLACED ON

ANTICIPATED DELIVERY, ON OR ABOUT:

PLEASE REFERENCE FACTORY ORDER NUMBER WHEN INQUIRING.

Sincerely,
FLEET MANAGER

B. Location:
Deliveries for state agencies (except Dept. of Education and Dept. of Transportation) must be made to State Fleet Management, Columbia, SC. Exception to the requirement will be considered only in instance covering delivery that may be made through local dealers to political subdivision in their area, or instructions received from State Fleet Management. Political subdivisions will pick up vehicles at dealership or SFM.

NOTE: Contractors may charge an additional fee for delivering vehicles to political subdivisions, if requested as part of the PO, but may only charge for the distance in excess of the distance between the contractors receiving point and the distance to the SFM delivery point. For example, if the contractor's receiving point is 100 miles from the SFM delivery point, and the distance to the political subdivision is 120 miles, then the additional shipping charge can be no more than the additional 20 miles. All shipping charges for deliveries within the distance between the contactor's receiving point and the SFM delivery point are considered as part of the base price of the vehicle.

Contractors MUST provide the following information as part of their offer in the "FY19 Sedan Specs.xls" spreadsheet.

1. Distance from contactor's dealership location to the SFM delivery point (in miles).
2. Amount of Base Price allocated to delivery to SFM delivery point (in whole dollars).
3. Price per mile contractor can charge for the number of miles exceeding the distance from contactor's dealership location to SFM delivery point (Item 2/Item 1).

C. Delivery of a vehicle to SFM does not constitute acceptance by the State. The vehicle must be completely inspected by SFM personnel to insure it meets bid specifications prior to final acceptance. If a problem is identified during this inspection, it is the responsibility of the contract vendor to transport the vehicle to the nearest authorized dealer, correct the problem and return it to SFM for a follow-up inspection by the State.

D Dealer Preparation Facilities: Vehicles are to be prepared (referred to as PDI) by an authorized manufacturer's representative. The representative is to have adequate personnel and equipment to perform all factory required pre-delivery service**s**. The state reserves the right to inspect the dealer preparation facilities to insure that proper equipment and qualified personnel are available to properly perform the necessary dealer preparation functions. **THE CONTRACTOR IS RESPONSIBLE TO HAVE THE PDI PERFORMED BY AN AUTHORIZED FACTORY REPRESENTATIVE <u>AND</u> PROPERLY DOCUMENTED IN THE MANUFACTURER'S AUTOMATED RECORDS.**

4. DEALERS RESPONSIBILITIES PRIOR TO DELIVERY:

A. Notification:

Vendors should notify State Fleet Management (803-737-1517) or political subdivisions Twenty Four (24) hours prior to delivery.

B. Invoicing:
Dealers are instructed to send the invoice to the address that appears in the "Invoice To" column on the purchase order.

C. Titling and Registration:
Titling and registration for vehicles sold pursuant to this bid shall be completed using one of the following methods, as appropriate:

State Agencies-

Certificate of Origin shall be made to the State of S.C. – (agency's name), 1430 Senate Street, 3rd Floor, Columbia, SC 29201. A completed, typed South Carolina Department of Motor Vehicles Form 400 shall be furnished with each unit and be completed as follows:

State of South Carolina
1430 Senate Street, 3rd Floor
Columbia, SC 29201

Department of Transportation and Department of Education-

Certificate of Origin and Form 400 for the Department of Transportation and Department of Education shall be completed as follows:

SC Dept of Transportation
P O Box 191
Columbia, SC 29202

SC Dept of Education
1429 Senate Street
Columbia, SC 29201

Other Political Entities-

Certificate of Origin and Form 400 for vehicles purchased by counties, cities and political subdivisions shall be assigned to that entity using its address, and mailed with the invoice.

Any questions concerning the Certificate of Origin and Form 400 should be directed to State Fleet Management, Compliance and Analysis Section, at 737-1508 or 737-2041.

NOTE: Beginning July 1, 2017, state governmental bodies will no longer pay State sales tax on vehicles purchased under this contract. In lieu of State sale tax, governmental bodies will pay an Infrastructure Maintenance Fee (IMF) that is equivalent to 5% (up to $500.00) of the total price of the purchase order. Contractors will collect this fee from the governmental bodies and then forward the fee to the SCDMV. Contact SFM for additional information. **The IMF is NOT included in the price of the vehicle. It is to be treated the same as a State tax.**

D. **Warranty Specifications For:**

<u>ALL VEHICLES:</u> When local dealerships are unable to complete warranty repairs, the Offeror shall serve as the facilitator for the vehicle owner to address any problems or warranty claims with the manufacturer. The Offeror shall also serve as the facilitator to address any claims with the manufacturer of any sub component installed on the vehicle prior to delivery. The Offeror shall be responsible for coordinating the necessary warranty issues and repairs with manufacturer/sub-contractor.

<u>VEHICLES – SEDANS, UTILITIES/SUVs, PICK-UPS, and VANS</u>: Each unit shall carry the manufacturer's standard warranty, which shall begin when the purchaser places the unit into service. The contractor shall perform the administrative details of adjusting the warranty start date upon written notification from the purchaser.

E. Gasoline/Diesel Fuel
There must be minimum of a 1/4 tank of fuel in all vehicles when delivered to the State, regardless of size of tank. If there is less than this minimum quantity, the vehicle will be rejected. The dealer will be required to furnish additional fuel. Vehicles (cars & med. duty trucks) must operate on factory recommended unleaded regular gasoline (87 octane).

F. Dealer Advertising:
No dealer advertising in any form is to be placed on or in the vehicle.

G. Servicing:
After the vehicle is serviced, the dealer prep form will be completed, signed and delivered with the vehicle.

H. Notifications:
Contractor must keep ordering entity informed, in writing, of any delivery problem encountered after acknowledgment of purchase order.

Contractor must also notify State Procurement and State Fleet Management of production cutoff dates as soon as they become available. <u>Order cutoff dates should not occur before December 31st of the current term.</u>

5. ISSUANCE OF PURCHASE ORDERS:
Purchase orders for state agencies will be issued through the SFM Office unless otherwise directed. **Purchase orders received directly from state agencies (without State Fleet Management approval) are to be returned to the state agency unfilled.** Cities counties and other political subdivisions will place their orders directly with the contractor(s).

6. SERVICE LITERATURE:
The successful bidder shall furnish factory service bulletins, campaign bulletins, warranty bulletins and other bulletins (regardless of name) for a minimum period of two years from the beginning of the contract. These bulletins will be furnished to any agency purchasing vehicles from this contract when requested. When these bulletins are provided by the manufacturer on a

free factory web site that the agency can access then hard copies would not be required. In addition two (2) copies of the pertaining parts and service literature, to include Shop Service Manuals, shall be delivered to State Fleet Management by the successful bidder. This literature may be delivered at any time before the vehicles are delivered, but not later than 3 months after the start of the contract.

7. PAYMENT FOR VEHICLES/INVOICING:

If at all possible, vehicles should be paid for upon receipt or within ten (10) days after receipt by local Procurement Units. Payment for vehicles purchased by all State Agencies shall be in accordance with (IAW) Section 11-35-45 of the S. C. Procurement Code. All vouchers for payment of purchases of goods or services shall be delivered to the Comptroller General's office within thirty work days from the acceptance of the goods or services and proper invoice. After the thirtieth work day, following acceptance or the postmark on the invoice, the Comptroller General shall levy an amount not to exceed fifteen percent per annum from the funds available to the agency, such amount to be applied to the unpaid balance to be remitted to the vendor unless the vendor waives imposition of the interest penalty.

Floor-Plan Interest

Dealers may be due "Floor Plan Interest" for vehicles that are ordered from dealer's stock, after the "Production Cut-Off Date" and which are on the dealer's lot prior to the order being placed by the purchasing agency. For vehicles purchased which are not already in the dealer's stock, (i.e. delivered to the dealer's location subsequent to the date of the purchase order issued by the purchasing agency) no floor-plan interest may be charged. Floor-Plan Interest is calculated from the prime interest rate charged by the manufacturer, multiplied by the selling price, then divided by the number of days in the year. That will give the daily floor-plan amount to be charged. Please note the maximum allowable daily "Floor-Plan" interest shall not exceed $8.00 per day. This daily amount is then multiplied by the number of days from the date of the vehicle's delivery to the dealer, until the date the vehicle is invoiced to the purchasing agency. Pursuant to agreement by the purchasing agency, dealers may also charge floor plan interest on vehicles where the delivery to the purchasing agency is delayed due to modifications (i.e. body mounting on cab and chassis, etc.) requested by the purchaser. Floor Plan Interest shall be invoiced separately from the contract purchase price (including options) of the vehicle. This invoice must include the proof of delivery date (to the dealer) on each vehicle.

Floor-Plan Interest Example:

Vehicle Selling Price (per contract w/ any options):	$20,000.00
Manufacturer's interest rate	X .095
Annual Interest Rate $1,900.00	
Divide by 365 days in year	÷ 365
Daily Floor Plan Interest Charge	$5.2055
round to nearest whole number:	
Floor-Plan Interest to be charged	$5.21 per day

Dealers may charge an additional (minimal) amount for insurance calculated on the same basis as floor plan interest (i.e. daily single vehicle insurance rate multiplied by same number of days on which floor plan interest is due).

Note: Floor-Plan Interest and insurance are not a means for contract dealers to make extra profit on these vehicles. All such costs invoiced to the purchaser shall be pass through costs only, and may be subject to verification of such by purchaser's audit.

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;
(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor,

terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (MODIFIED)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

This is a firm fixed price term contract. It is the intent of the Materials Management Office to maintain the bid price for the full initial term (1 year) plus the one (1) option term (also 1 year). Offerors are encouraged to secure pricing from the manufacturers accordingly. The price adjustment clause is included so the Materials Management Office may consider a price increase in unusual market conditions. In the absence of highly unusual market conditions, the State intends to hold the original award prices flat throughout the maximum two (2) year life of the resulting contracts.

PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov (.) [07-7B180-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change

order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STATEWIDE TERM CONTRACT (DEC 2015)

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.
(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.
(c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms.
(d) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide term contract; or (4) terminate the contractor's award of any other statewide term contract.
[07-7B225-3]

STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and,

after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (MODIFIED)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (MODIFIED)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause by **July 15th** in the year of the current term.

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has

breached the contract by exercise of the Termination for Convenience Clause.
(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.
[07-7B265-1]

WARRANTY -- STANDARD (MODIFIED)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. Refer to paragraph 4D earlier in Section VII B for additional information.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

The operations support staff ARE authorized to read the name of the offeror, Manufacturer, model, model #, unit price, and extended price. No other information will be read or made available at bid opening.

PREFERENCES DO NOT APPLY TO MOTOR VEHICLE SOLICITATIONS PER 11-35-1524,E(5).

NOTE: All dollar amounts are to be expressed to the nearest dollar. DO NOT LIST CENTS! If cents are listed in error they will be lined through by the procurement officer.

Each Offeror must use the following procedure when making their offer. Offerors may make an offer on any one, multiple, or all lines. SCEIS will force you to either answer NO to each line or make an offer before you will be able to submit the offer.

1. Use the attached spreadsheet "FY19 Sedans Specs.xls" to determine the "Evaluated Amount" for each line item you wish to make an offer. Complete all required cells in the spreadsheet.
2. Answer the mandatory question for Line Item 1 indicating whether you are making an offer on that line. If you are NOT making an offer for that line, answer NO and SCEIS will allow you to proceed to the next line. If you are making an offer on that line, answer YES and go to the next step.
3. Enter the value in the "Evaluated Amount" cell from the spreadsheet for the appropriate line item as the "Unit Price" in SCEIS.
4. Move on to the next line and repeat from #2 above.
5. Submit a copy of the "FY19 Sedans Specs.xls" file with your offer.

The following Questions have also been added in the online bidding system at the Header level and require a response. If you are not submitting online and are submitting on paper, please answer the questions below.

The Bidder certifies that all vehicles include all standard and factory installed items as specified. ____Yes ___ No

Bidder certifies that they are current with all admin fee reporting and payments for current and previously held statewide term contracts. _____Yes _____ No

Line Number	Estimated Quantity	Unit of Measure	Unit Price	Estimated Extended Price
1	10	each		
Product Catg.: 07104 - Automobiles and Station Wagons				
Item Description: Sedan-1: Compact, 4 Door, Hybrid				
Internal Item Number: 1				
Question	**Mandatory / Optional**	**Multiple Responses Accepted?**	**Response**	
Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.	Mandatory	No	_____Yes _____No	
INDICATE DELIVERY TIME DAYS ARO	Optional	No		

Line Number	Estimated Quantity	Unit of Measure	Unit Price	Estimated Extended Price
2	30	each		
Product Catg.: 07104 - Automobiles and Station Wagons				
Item Description: Sedan-4G: Intermediate, 4 Door				
Internal Item Number: 2				

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.	Mandatory	No	_____Yes _____No
INDICATE DELIVERY TIME DAYS ARO	Optional	No	

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- FY19 Sedan Specs.xls – use this file to determine your Evaluated Amount and submit it with your offer.

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: **https://dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **https://dor.sc.gov**

[09-9005-4]

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!

- Unless expressly required, do not include any additional boilerplate contract clauses.

- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.

- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**

- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.

- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.

- Make sure your Bid/proposal includes the number of copies requested.

- Check to ensure your Bid/proposal includes everything requested!

- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

Purchase Order Attachment
Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds $500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR (full legal name of business entering this contract)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

---------- PURCHASE ORDER ATTACHMENT (APR 2015) ----------

[09-9020-2]

We Are Columbia

MEETING DATE:	**November 6, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve the Purchase of Goodyear tires and tubes for passenger vehicles, as requested by the Fleet Services Division. Award to Frasier Tire Service in the amount not to exceed $200,000.00, using the SC State Contract #4400014577. This firm is located in Columbia SC.**
REQUISITION NO.:	**R192982**
FINANCIAL IMPACT:	**Funding Source; Equp Svcs Fuel Prts & Repair - Tires & Tubes; 6308970-672500; The original budgeted amount $200,000.00.**
ORIGINAL BUDGET:	**$200,000.00**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

ATTACHMENTS:

- **#a:** SC Contract#4400014577 - Frasier Tires (PDF)

PROCUREMENT SERVICES

Contract 4400014577

Back to Initial Screen

Validity Start
Validity End
Target Value
FEIN
Bid Invitation
Contract Notes

Vendor

Vendor Address
District
E-mail
Telephone
Fax Number
Minority Status

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
DERRICK, ARVAN	Primary Contact	(803) 254-5087	aderrick@frasiertire.com
HINKLEY, WENDY	A/R MANAGER	(803) 773-1423	whinkley@frasiertire.com

Attachments

Contract Items

8 Items found, displaying all Items.

Item Pricing

00001 Goodyear Brand Police Pursuit Tire

Material Group: 86330 - tires and tubes, misc. (not otherwise listed)

Agency: Statewide

Notes for Item 00001: Tire specifically designed as and approved for police pursuit and tires designed for use on other police vehicles requiring a Z rated tire.

This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00002 Goodyear Auto Radial Tire

Material Group: 86305 - tires and tubes, passenger vehicles

Agency: Statewide

Notes for Item 00002: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00003 Goodyear Brand Light Truck Radial Tire

Material Group: 86307 - tires and tubes, light trucks

Agency: Statewide

Notes for Item 00003: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00004 Goodyear Brand Medium Truck Radial Tire

Material Group: 86310 - tires and tubes, medium truck and bus

Agency: Statewide

Notes for Item 00004: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

Item Pricing

00005 Goodyear Brand Off-Road Radial Tire

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00005: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

00006 Goodyear Brand Off-Road Bias Tire

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00006: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

00007 Dunlop Brand Medium Truck Radial Tire

Material Group: 86310 - tires and tubes, medium truck and bus

Agency: Statewide

Notes for Item 00007: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00008 Dunlop Brand Off-Road Radial Tire

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00008: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

Back to Initial Screen

We Are Columbia

MEETING DATE:	**November 6, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Project SS7462; Providing technical consulting support for investigation of the Crockett Road, Atlas Road, and Versch Lock Lift Stations, as requested by Columbia Water. Award to Constantine Engineering, Inc., in the amount of $62,500.00. This firm is located in Columbia, SC.**
PURPOSE:	**This is a Mentor Protégé Program Project. Constantine Engineering, Inc. of Columbia, SC is the Mentor and will review all available data, including all equipment and components, operating conditions, aesthetics, existing capacity and potential future capacity needs based on the sewer area that can be served by the lift station at 74.70% ($46,700) of the contract value. Rohadfox Construction Control Services, a Minority Business Enterprise of Columbia, SC is the Protégé and will assist with the preparation of the preliminary engineering report at 20% ($12,500.00) of the contract value.** **Sub-consultant Steadman & Associates of Columbia, SC will provide surveying crew services at 5% ($3,300) of the contract value.**
REQUISITION NO.:	**R193673**
FINANCIAL IMPACT:	**Funding Source: 5529999-SS7462-658650. The original budgeted amount is $150,000.00.**
ORIGINAL BUDGET:	**$150,000.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
STRATEGIC GOALS:	**Provide high quality municipal services**

The above referenced Agreement is to compensate the Consultant for providing technical consulting support for the investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations, including evaluation of alternatives and preliminary engineering design serves for the City of Columbia, SC.

Task 100- Evaluation and Design Phase Administration

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

Task 300- Survey and Utility Mapping

Task 400- Geotechnical Investigation

Task 500- Final Design

Task 600- Permits and Property

Task 700- Bidding and Award

Task 800- Engineering Services During Construction

Task 900- Full Time Construction Inspection

Task 1000- Project Closeout

Task 1100- Additional Services

ATTACHMENTS:

- **#a:** Constantine.2018.CrockettAtlasVerschLockStations.SS7462.agr.nj (PDF)
- #b: SS7462 Location Map(PDF)

We Are Columbia

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Major/Minor Wastewater Collection Systems.

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 Constantine Engineering, Incorporated (hereinafter referred to as the Consultant"), to provide technical consulting support for the investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations, including evaluation of alternatives and preliminary engineering design serves for the City of Columbia, SC.

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

1. **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.

2. **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.

3. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of one hundred-fifty (150) days, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

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

5. **COMPENSATION** – (See Exhibit B)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. Sixty-Two Thousand, Five Hundred Dollars and No/100 ($62,500.00).

   B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit C

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

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

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 Assistant City Consultant for Construction or his/her designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Consultant for Construction or his/her 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 Consultant's 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 Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	0 %
MBE	20 %
WBE	0 %
LSA	0 %

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) Enter if 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 MPP goals for this requirement are 20%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

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

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

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

Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($1,000,000) per occurrence, and Two Million Dollars and no/100 ($2,000,000) 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.

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement.

Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the

approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's 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 Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

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

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

    C. Force Majeure;

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

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

    F. By mutual agreement.

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

stated herein.

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

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

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

City of Columbia
Name: Department of Procurement & Contracts
Title: Contracts, Administrator
Address: 1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: (803) 545-3470
Email: procurement@columbiasc.gov

Constantine Engineering, Inc.
Name: John Peake
Address: 4400 St. Andrews Road, Ste. B
Columbia, SC 29210
Phone: (803) 462-5258
Email: jpeake@tcgeng.com

16. **CONSENT DECREE**

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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 Agreement 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 Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Consulting 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 Consultant's 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 C 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 Consultant's failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

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

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any

other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

I. This Agreement is subject to City Council approval.

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 services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of

race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

CONSTANTINE ENGINEERNG, INCORPORATED

John D. Peake, Jr. Vice President	John D Peake, Jr	**Date:** October 24, 2018
Print: Name/Title	**Signature**	

Recommended by:

_____
Joseph D. Jaco, P.E., Director of Utility Operations

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC

M:Drive/Constantine.2018.InvestignationofCrockettRoadAtlasRoadVerschLiftStations.SS7462.docx

EXHIBITS FOR SS7462

Exhibit A – Scope of Services

Exhibit B- Compensation

Exhibit C- Schedule

Exhibit D – Subconsultant Form

Exhibit E- MPP Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G- Prompt Payment Affidavit

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # SS7462
Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations, including evaluation of alternatives and preliminary engineering design services.

Work shall include review of all available data, including all equipment and components, operating conditions, aesthetics, existing capacity and potential future capacity needs based on the sewer area that can be served by this lift station. Based on this evaluation, a recommendation of rehabilitation/replacement or removal of the lift station shall be provided by the Consultant in an Preliminary Engineering Report (PER).

The general location of each project site is shown on the attached exhibits.

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

- Review of all Available Data
- Preparation and Evaluation of Alternatives
- Development of a Recommended Rehabilitation/Replacement or Removal Plan
- Preparation of a Preliminary Engineering Report (PER)

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Rohadfox Construction Control Services Corporation as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 <u>General Project Administration</u>

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

- Participate in design review and progress meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 200.
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the CITY's invoicing procedures.

120 Coordination Meetings

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

- Kickoff meeting.
- Monthly Progress meetings with CITY's Project Manager for duration of project.
- Draft and Final Rehabilitation/Replacement/Removal Preliminary Engineering Report (PER) review meetings – two (2) meetings total.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
    - Consultant will maintain a complete document file for the project. All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the CITY's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading

multiple category documents in one file so they can easily be found by searching in categories and by document name.

- Consultant will adhere to and update monthly the schedule. Consultant will provide a detailed project schedule within one week of execution of the contract.

- Consultant will conduct coordination meetings as outlined in Task 120.

140 Public Outreach

- This service is not provided under this scope of services.

150 Mentor-Protégé Program

- Consultant and Rohadfox Construction Control Services Corporation will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Rohadfox Construction Control Services Corporation will assist Consultant with preparation of the PER.

- Consultant will continue the existing Mentor-Protégé Agreement with Rohadfox Construction Control Services Corporation.

- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".

- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.

- Schedule and attend all quarterly developmental meetings.

- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.

- Document and maintain copies of communications between the Mentor and the Protégé.

- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for (3) meetings
- Minutes, with City review comments, from the two milestone review meetings

- January, April, July, October Quarterly Mentor-Protégé Program Reports

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact the proposed alternatives.
- Consultant shall examine existing utility mapping in each project area to evaluate the feasibility of conveying flows via gravity sewer and the abandonment of the corresponding lift station
- Consultant will conduct evaluation of the tributary area currently being served by each lift station, as well as any areas that may be served by the lift station in the future for build-out of the respective sub-basin.
    - Evaluation will be limited to the immediate sub-basin. Areas outside of the immediate sub-basin are not included in this scope of service for future planning unless specifically identified in this scope of service.
    - Any existing lift stations pumping into the sub-basin for repumping will be considered in the evaluation as existing flows.
- Consultant will determine existing and potential future flows. Future flows to be based on service areas determined in previous item above.
    - The methodology for determining future flows shall be based on Metcalf & Eddy "Wastewater Engineering Treatment and Reuse", Fourth Edition. Methodology, potential land development, and any other assumptions and findings shall be reviewed with the City before completion of this task.
    - Existing flows to each lift station to be determined by utilizing available pump run times and customer counts, along with existing customer data that

the CITY will provide to the Consultant (water consumption if actual wastewater flow data is not available).

- Consultant shall evaluate existing site and equipment for adequate size, condition, O&M history, accessibility, flood protection and compliance with current codes and standards. This should include review of the CITY's standards for lift stations which includes site layout, size of site and equipment, flood evaluations, controls and communications, electrical, equipment type and requirements such as SCADA and valves, required appurtenances such as water, and other preferred standards such as a common manhole before entering the wet well.

- Consultant shall evaluate the size of wet well and certain equipment and components and their ability to meet future capacity needs. Once future flow projections are determined, the Consultant is to discuss with CITY which equipment and components may need to be modified to handle future conditions (such as generators, etc).

- Existing property size shall also be evaluated and compared to the CITY standard. Analysis shall explore reasonable alternatives of rehabilitation and may include alternates up to construction of new facilities. Analysis shall take into account capital costs and O&M costs. The CITY is to provide any available existing information for each lift station site. Examples include: original design details, pump curves, flow data and lift station logs.

- Field Reconnaissance:

    - Based upon the table top analysis, field reconnaissance will also be conducted on the identified routing alternatives for each project site. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.

    - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

- Consultant will meet with CITY maintenance staff to identify any specific ongoing problems at the pump station sites.

220 <u>Alternative Analysis/Rehabilitation Plan</u>

- Upon completion of Task 210, Consultant will proceed with alternatives analysis for the identified alternatives for each project site.

- Consultant will use utility mapping, county property maps, survey results and data collection to determine possible new site location versus existing site rehabilitation.

230 Preliminary Agency Coordination and Meetings

- This service is not provided under this scope of services.

240 Preliminary Utility Coordination and Meetings

- This service is not provided under this scope of services.

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property and easement requirements, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.

- Consultant will perform the alternative analysis of the new/rehabilitated lift station and/or new gravity sewer pipelines taking into consideration SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare an opinion of probable construction cost for all alternatives considered and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.

    - Consultant will conduct a draft PER/50% complete progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.

    - Consultant will convene a final PER/alternatives analysis meeting with the CITY to present the results of the analysis and solicit feedback on the recommended solutions for each project site.

280 Preliminary Alternative Analysis and Engineering Report

- Consultant is to prepare a single draft PER for all lift station sites and submit to the CITY for review and approval before proceeding to Task 300.
    - The report shall provide a detailed account of each site and a summary of the evaluation above based on existing and future flow conditions and make any recommendations for decommissioning/rehabilitation/replacement.
    - Recommendations to be consistent with potential CMOM regulations to improve reliability, reduce SSOs, increase safety, and reduce maintenance costs at each lift station.
    - The report shall contain: relevant environmental features, existing structure demolition/abandonment, bypass pumping plan, location of critical manhole and a plan to keep the lift stations operational during construction, as needed.
    - The report shall include preliminary cost estimates for all alternatives and for the recommended work that will be required at each lift station and a detailed schedule for the recommended work.
- A Technical Review Committee (TRC) meeting will be conducted at the Draft PER/fifty (50%) percent completion of this Task by the Consultant. The meeting should include technical staff experienced with lift station rehabilitation/replacement and gravity pipeline work but who are not involved with everyday project execution. The staff should "brainstorm" and review all collected data and assumptions along with all proposed recommendations and make suggestions on possible improvements. The Consultant shall document minutes of this TRC meeting and make available to the City upon request.
- Upon approval by the CITY, Consultant will finalize the report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final recommendations and preliminary opinion of probable project cost.

290 <u>Task 200 Deliverables</u>

- Agenda and Minutes from the 2 progress review meetings
- Draft and Final Preliminary Engineering Report

TASK 300 – Survey and Utility Mapping

- Consultant subcontractor, Steadman & Associates, will perform two (2) days of surveying to verify gravity sewer inverts to determine if the lift stations can be eliminated.

TASK 400 – Geotechnical Investigation

- This service is not provided under this scope of services.

TASK 500 – Final Design

- This service is not provided under this scope of services.

TASK 600 – Permits and Property

- This service is not provided under this scope of services.

TASK 700 – Bidding and Award

- This service is not provided under this scope of services.

TASK 800 – Engineering Services During Construction

- This service is not provided under this scope of services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this scope of services.

TASK 1000 – Project Closeout

- This service is not provided under this scope of services.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Flood Study or Flood Impact Analysis.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to all lift stations, sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the CITY's sewer system and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested.

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7462
Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations

Compensation for services provided under Tasks 100 through 300 as outlined in Exhibit A, Scope of Services, is estimated to be a total of **$62,500.00**. This includes $62,500.00 of lump sum tasks, as well as $0.00 of hourly tasks. Lump Sum and Hourly tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Hours	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS		$12,000.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	$12,500.00	$45,500.00
300	Survey and Utility Mapping	LS	$ 3,300.00	$ 5,000.00
	Total of Contract		**$ 15,800.00**	**$62,500.00**
	% of Contract to Subconsultants		25%	
	% of Contract to Protégé		20%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations
City of Columbia
CIP #SS7462
August 3, 2018

ID	Task Name	Duration	Start	Finish
0	**Lift Station Investigations**	**18.2 wks**	**Tue 9/11/18**	**Tue 1/15/19**
1	0 0 NTP	1 day	Tue 9/11/18	Tue 9/11/18
2	1 0 Evaluation & Design Phase Administration	18 wks	Wed 9/12/18	Tue 1/15/19
3	1 1 Invoicing, QA/QC & Progress Reports	18 wks	Wed 9/12/18	Tue 1/15/19
4	1 2 Share Point Communication	18 wks	Wed 9/12/18	Tue 1/15/19
5	1 3 Mentor-Protégé Program	18 wks	Wed 9/12/18	Tue 1/15/19
6	2 0 Preliminary Engineering Report (PER) & Alternative Analysis	18 wks	Wed 9/12/18	Tue 1/15/19
7	2 1 Data Collection & Field Reconnaissance	2 wks	Wed 9/12/18	Tue 9/25/18
8	Kick-off Meeting	1 wk	Wed 9/12/18	Tue 9/18/18
9	Existing Mapping	1 wk	Wed 9/12/18	Tue 9/18/18
10	Tax-Map Records	1 wk	Wed 9/12/18	Tue 9/18/18
11	SCDOT & City Maps for Right-of-Way	1 wk	Wed 9/12/18	Tue 9/18/18
12	Utility Maps	1 wk	Wed 9/12/18	Tue 9/18/18
13	Tributary Areas	1 wk	Wed 9/12/18	Tue 9/18/18
14	Flow Projections	1 wk	Wed 9/12/18	Tue 9/18/18
15	Staff Interviews	1 wk	Wed 9/19/18	Tue 9/25/18
16	On-Site Assessment	1 wk	Wed 9/19/18	Tue 9/25/18
17	2 2 Alternatives Analysis/Rehabilitation Plan	3 wks	Wed 9/26/18	Tue 10/16/18
18	Future Flow Projections	2 wks	Wed 9/26/18	Tue 10/9/18
19	Develop Alternatives for Rehabilitation	2 wks	Wed 9/26/18	Tue 10/9/18
20	Evaluate lift station elimination	1 wk	Wed 10/10/18	Tue 10/16/18
21	Opinion of Probable Construction Cost	1 wk	Wed 10/10/18	Tue 10/16/18
22	2 3 Draft PER	6 wks	Wed 10/17/18	Tue 11/27/18
23	Prepare 50% Draft PER	4 wks	Wed 10/17/18	Tue 11/13/18
24	50% PER Progress & Technical Review Committee (TRC) Meeting	2 wks	Wed 11/14/18	Tue 11/27/18
25	2 4 Final PER	6.2 wks	Wed 11/28/18	Wed 1/9/19
26	Prepare 100% Final PER	4 wks	Wed 11/28/18	Tue 12/25/18
27	100% PER Progress Meeting	2 wks	Wed 12/26/18	Tue 1/8/19
28	Final Submittal	1 day	Wed 1/9/19	Wed 1/9/19
29	3 0 Survey & Utility Mapping	0.4 wks	Wed 10/17/18	Thu 10/18/18
30	Survey Gravity Sewer Inverts	2 days	Wed 10/17/18	Thu 10/18/18

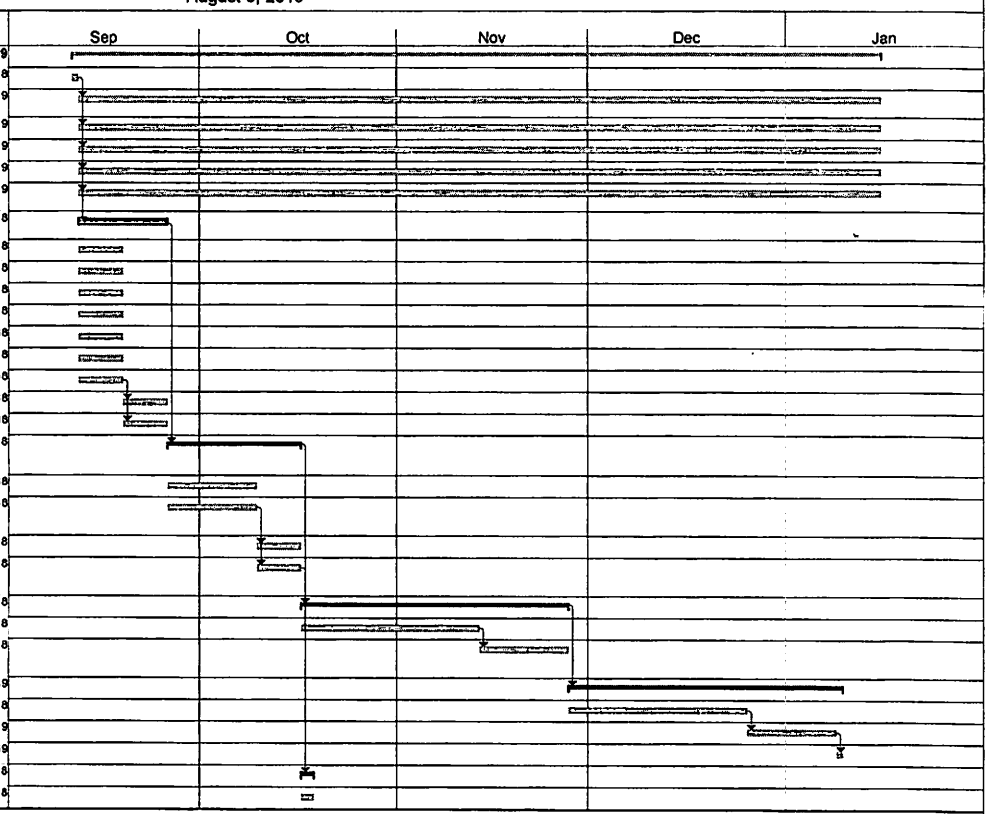


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Exhibit D

City of Columbia
CIP # SS7462
Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Rohadfox Construction Control Services	Sharon Rohadfox (404) 880-9888	MBE (Protege)	Assist in preparing PER	$12,500.00
Steadman & Associates	LaVerne Steadman (803) 515-1311	NON-MBE/WBE/SBE	Surveying	$ 3,300.00
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

CITY OF COLUMBIA

We Are Columbia

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: July 19, 2018

Project Number: CIP #SS7462

Mentor: Constantine Engineering, Inc.

Project Name: Crockett Rd/Atlas/Versch

Protégé: Rohadfox Construction Control Services

Duration of the Project: 150 days

Project Contract Amount: $62,500

Protégé Amount: $12,500

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project? *Address contractual relationship, general roles and informal teaming arrangements.*

Rohadfox will be subcontractor to Constantine. Rohadfox will be given tasks to complete in the PER under the direction of Constantine's Project Manager.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

Our goal on this project is to provide the City of Columbia a first-class PER. Constantine and Rohadfox are committed to meet this goal.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

A project schedule will be produced for the PER. Rohadfox and Constantine will meet at 30%, 60% and 90% completion of the project.

CITY OF COLUMBIA

We Are Columbia

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.*

Mentor: Constantine Engineering: Project Manager, Project Engineer, EIT Engineer
Insurance will be provided.

Protégé: Rohadfox Construction Control Services: Project Engineer. Insurance will be provided.

Subcontractors: Steadman & Associates will provide surveying crew.

Special Arrangements: Engineering agreements will be prepared for all team members.

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities: Constantine will provide overall management for the project.

b. Description of Protégé's responsibilities on project: Rohadfox will provide Project Engineer to complete tasks assigned by Constantine's Project Manager.

c. Description of responsibilities that will be completed as a team: Both Constantine and Rohadfox will work together to complete the scope of services for the project.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Five months to complete the first phase. The Protégé will be utilized in the first phase.

CITY OF COLUMBIA

We Are Columbia

7. **How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?**

The first phase of the project is only five months. We will be working with Rohadfox each month to meet the program requirements.

8. **What are the team's specific, quantitative goals and milestones for the current project?**

The goal of the project is to provide the City of Columbia with a first-class PER completed within 150 days.

9. **Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

We will have meetings at 30%, 60% and 90% completion.

10. **Define payment schedule and financial terms identifying milestones for initial, progress and final payments.**

Protégé will be provided a monthly payment schedule for work completed.

CITY OF COLUMBIA

We Are Columbia

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Steadman & Assoc	8035131311	3101 Carlisle Street Columbia, SC 29205	Mike Beckman	$3,300	N/A	5.0%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: $12,500

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

Per Constantine, they (Mentor) will retain $46,700 of the total contract amount. AB

CITY OF COLUMBIA

We Are Columbia

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Constantine Eng (Mentor Firm) this 19 day of July 2018.
Corporate SEAL

By: _____
Title: Vice President

CONSTANTINE ENGINEERING INC. CORPORATE SEAL 2007 FLORIDA

ATTEST:
By: _____
Title: Executive Assistant

EXECUTED by Rohadfox Const (Protégé Firm) this 19 day of July, 2018.
Corporate SEAL
By: _____
Title: Director, Water Resources

ATTEST:
By: _____
Title: Director, Human Resources

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 26th day of September, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

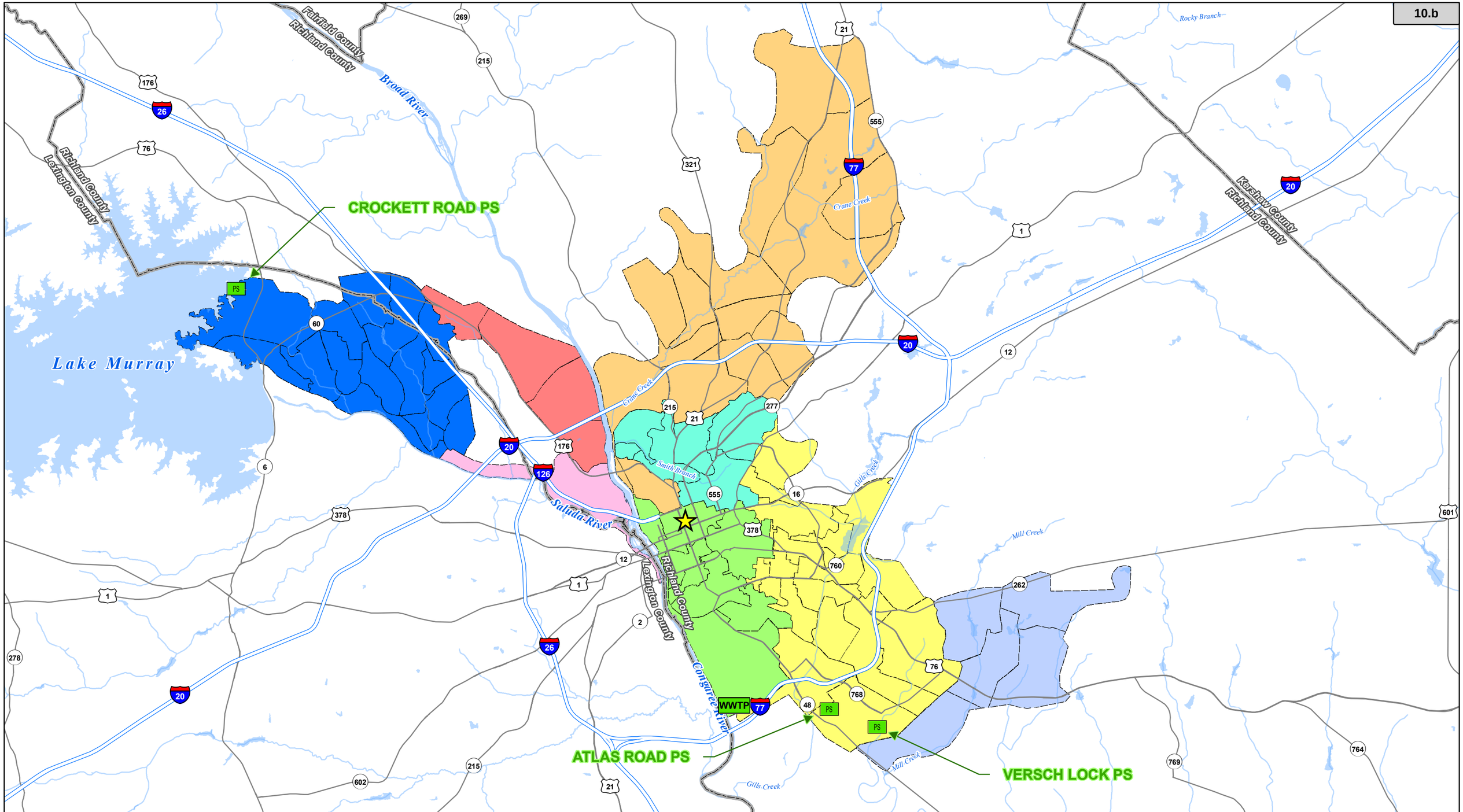
_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public



Clean Water 2020
Columbia's Clear Vision For Clean Water

We Are Columbia

PCR: 7/17/2018
CW2020_Master\Production_Maps\ProjectLocation_Maps\CIP\SS7462

Basin Boundary

- City Hall
- Metro WWTP
- Sewer Pump Station
- Broad River
- Crane Creek
- Gills Creek
- Mill Creek
- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia

N

1 inch = 2 miles

0 0.5 1 2 3 Miles

SS7462
Investigation of Crocket Road Atlas Road and Versch Lock Lift Stations

Prepared For: Cle

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve a Contract for Project WM4466; Asphalt Repair at Banbury Road, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., in an amount not to exceed $74,131.00. This firm is a certified Disadvantaged Business Enterprise(W) and is located in Lexington, SC.**

REQUISITION NO.: **R19174**

FINANCIAL IMPACT: **Funding Source: 5511706-WM4466-638500. The original budgeted amount is $74,131.00.**

ORIGINAL BUDGET: **$74,131.00**

CLEAN WATER 2020?: **No**

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

There were three (3) responsive and responsible bids received for this project.
The total construction time allocated for this project is thirty (30) consecutive calendar days from said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

Base Bid	$ 48,526.00
Contingency	$ 25,605.00
Total (Not to Exceed)	$ 74,131.00

ATTACHMENTS:

- **#a:** Contract #012-18-19 (PDF)
- #b: Banbury Rd Asphalt Repair Bid Tab (PDF)
- #c: Banbury Rd Asphalt Repair Eng Rec (PDF)
- #d: Location Map (WM4466) (PDF)

CONTRACT

City of Columbia, South Carolina

WM4466

Banbury Road Asphalt Repair

Bid #012-18-19-BF

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **AOS Specialty Contractors, Inc.** with legal address and principal place of business at **1224 Two Notch Road, Lexington, SC 29073**, 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 Columbia Water.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **thirty (30)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Forty-Eight Thousand Five Hundred Twenty-Six Dollars and Zero Cents ($48,526.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents ($250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 18 "Specifications for Roadway Improvements, Materials, and Construction".

9.2.7 Special Provisions.

9.2.8 FDP Specifications & FDP Map.

9.2.9 Location Map

9.2.10 Encroachment Permit.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20___.

Contractor	Owner
AAS Specialty Contractors, Inc	City of Columbia, SC
BY	BY
	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest Mandi Ellis	Attest
Address for giving notices:	Address for giving notices:
1224 Two Notch Road	Department of Procurement and Contracts
Lexington, SC 29073	1800 Main Street, 2nd Floor
	Columbia, SC 29201
Date:	Date:

APPROVED AS TO FORM
Legal Department City of Columbia, SC

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

Bid Request Number	Bid #012-18-19-BF	**Organization**	City of Columbia, SC
Title	Banbury Road Asphalt Repair	**Bid Creator**	Brenda L Faison Bid Coordinator
Description	Pre-Bid Meeting is scheduled for Au	**Email**	blfaison@columbiasc.net
Bid Type	IFBs	**Phone**	
Issue Date	8/23/2018 11:24:52 AM (ET)	**Fax**	
Close Date	9/12/2018 01:30:00 PM (ET)		

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
AOS Specialty Contractors, Inc	Lexington	SC	9/12/2018 10:46:44 AM (ET)	1	**$48,526.00**
Armstrong Contractors	Columbia	SC	9/12/2018 09:55:54 AM (ET)	1	**$68,900.00**
G H Smith Construction, Inc	Columbia	SC	9/12/2018 09:19:07 AM (ET)	1	**$73,750.00**

Moore, Erika

From: Gable, Bennie L
Sent: Wednesday, October 03, 2018 10:26 AM
To: Porth, Gary B; Faison, Brenda L; Bolling, Andrea R
Subject: RE: BID #012-18-19-BF Banbury Road Asphalt Repair (WM4466)

Gary,

We recommend that you move forward for Council approval for AOS Specialty Contractors bid.

Thanks,

Bennie Gable
Civil Engineer Specialist

Columbia Water
Department of Engineering

PO Box 147 | Columbia, SC 29217
Bennie.Gable@Columbiasc.gov
Phone: (803) 545-4897
Cell: (803) 528-7894
Fax: (803) 988-8199

ColumbiaSCWater.Net
Columbiasc.gov

City of Columbia E-Mail Address Change Notice:

**Please note that my email address has changed to: Bennie.Gable@columbiasc.gov

---

From: Porth, Gary B
Sent: Wednesday, October 03, 2018 10:13 AM
To: Gable, Bennie L; Faison, Brenda L; Bolling, Andrea R
Subject: RE: BID #012-18-19-BF Banbury Road Asphalt Repair (WM4466)

Bennie,

We need Engineering's recommendation to move forward. Please let us know if it is the recommendation of Engineering to move forward and ask for City Council's approval of AOS Specialty Contractors for the Banbury Road Asphalt Repair project (WM4466) at their base bid of $48,526.00 and a flat contingency of $25,605.00 for a total cost not to exceed $74,131.00.

Thanks,

Gary

From: Gable, Bennie L
Sent: Wednesday, October 03, 2018 9:31 AM
To: Faison, Brenda L <Brenda.Faison@columbiasc.gov>; Bolling, Andrea R <Andrea.Bolling@columbiasc.gov>
Cc: Porth, Gary B <Gary.Porth@columbiasc.gov>
Subject: RE: BID #012-18-19-BF Banbury Road Asphalt Repair (WM4466)

Brenda,

Based on the information provided, AOS Specialty Contractors is the apparent low bidder. Please advise if you need any additional information.

Bennie Gable
Civil Engineer Specialist

Columbia Water
Department of Engineering

PO Box 147 | Columbia, SC 29217
Bennie.Gable@Columbiasc.gov
Phone: (803) 545-4897
Cell: (803) 528-7894
Fax: (803) 988-8199

ColumbiaSCWater.Net
Columbiasc.gov

City of Columbia E-Mail Address Change Notice:

**Please note that my email address has changed to: Bennie.Gable@columbiasc.gov

---

From: Faison, Brenda L
Sent: Thursday, September 13, 2018 3:07 PM
To: Gable, Bennie L; Bolling, Andrea R
Cc: Porth, Gary B
Subject: BID #012-18-19-BF Banbury Road Asphalt Repair (WM4466)
Importance: High

Good afternoon,

Attached is the Bid Tabulation and Bid Analysis for BID #012-18-19-BF Banbury Road Asphalt Repair (WM4466) for your review and approval. The apparent low responsive bidder was AOS Specialty Contractors at $48,526.00. The flat rate contingency of $25,650.00 brings the total bid amount at ***$74,131.00.***

Thank you.

Brenda

Brenda Faison
Bid Coordinator
Department of Procurement & Contracts
1800 Main Street, 2nd Fl #210
Columbia, SC 29201
(803) 545-3474 Office
(803) 758-1013 Fax
Brenda.Faison@columbiasc.gov

General Location FDP Map

June 18, 2018

1:1,000

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Override 1
Railroad
Level_12
Arterial
Collector
Local
Interstate
Level_7
Arterial
Collector
Local
Interstate
Level_4
Arterial
Collector
Interstate
Level_3
Arterial
Interstate Hwy
Level_2
Arterial
Interstate Hwy
Parcels

Lexington County, SC

We Are Columbia

MEETING DATE:	**November 6, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Project SD8432; Windsor Hill Flood Study, as requested by Columbia Water. Award to Thomas & Hutton in the amount of $119,660.00. This firm is located in Columbia, SC.**
PURPOSE:	**This is a Stormwater Improvement Project and a Mentor Protégé Project. Thomas & Hutton of Columbia, SC is the Mentor and will provide management, engineering design, permitting, bidding, and construction administration services at 87.4% ($104,660) of the contract value. Highfill Infrastructure Engineering of Columbia, SC is the Protégé and will provide utility coordination, bid documentation, and civil design at 10% ($12,000.00) of the contract value.** **Sub-consultant Biohabitats, Inc. of Baltimore, MD will provide stream restoration, conceptualization and design services at 2.5% ($3,000) of the contract value.**
REQUISITION NO.:	**R193732**
FINANCIAL IMPACT:	**Funding Source: 5549999-SD843201-658650. The original budgeted amount is $120,000.00.**
ORIGINAL BUDGET:	**$350,000.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

The above referenced Agreement is to compensate the Consultant for creating stormwater hydrologic and hydraulic models for the watershed in order to update FEMA flood mapping and produce watershed improvement masterplans for the City of Columbia, SC. The services being provided will encompass the following:

Task 100- Evaluation and Design Phase Administration

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

Services to be performed will impact City Council Districts 2 and 3. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** 2018 - Thomas & Hutton - Agreement - Windsor Hill Flood Study - SD8432 - (PDF)
- #b: Exhibit H - Location Map SD8432 Thomas & Hutton (PDF)

Thomas & Hutton
RFQ 004-17-18-SSL
SD8432 Windsor Hill Flood Study

We Are Columbia

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 004-17-18-SSL Stormwater Professional Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Thomas & Hutton, (hereinafter referred to as the "Consultant"), to create stormwater hydrologic and hydraulic models for the watershed in order to update FEMA flood mapping and produce watershed improvement masterplans 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 AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of 9 months, or at such time total compensation provided for herein is reached, whichever is later.

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

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

6. **COMPENSATION** – (See Exhibit B)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Nineteen Thousand, Six Hundred Sixty Dollars and No/100 ($119,660.00).

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

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

C. Invoicing Procedure: See Exhibit E

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

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

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 Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The 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 Consultant's 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 Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201,

(803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals ___10.0___%
MBE ____%
WBE ____%
LSA ____%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the

contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 10.0%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit G.

8. INDEMNIFICATION & INSURANCE

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

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

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($1,000,000) per occurrence, and Two Million Dollars and no/100 ($2,000,000) 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.

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

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

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

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

9. PERMITS & LICENSES

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

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

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

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

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's 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 Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

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

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

    C. Force Majeure;

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

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

F. By mutual agreement.

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

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

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

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

City of Columbia
Name: Department of Procurement & Contracts
Address: 1800 Main Street, Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: N/A
Email: procurement@columbiasc.gov

Thomas & Hutton
Name: William Lamb
Title: Project Manager
Address: 1501 Main Street, Suite 760
Columbia, SC 29201
Phone: 803-451-6775
Fax: N/A
Email: lamb.w@thomasandhutton.com,

16. **CONSENT DECREE** N/A

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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 Agreement 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 Consultant's possession or control that relate in any manner to the

Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's 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 C 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 Consultant's failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

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

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

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

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

I. This Agreement is subject to City Council approval.

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 services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion,

ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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

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

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

Thomas & Hutton
RFQ 004-17-18-SSL
SD8432 Windsor Hill Flood Study

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

THOMAS & HUTTON

Benny K. Jones, Jr. Senior Vice President/COO	_____	**Date:** 10/30/2018
Print: Name/Title	**Signature**	

Recommended by:

Dana Higgins 2018.11.02 11:37:58 -04'00'

Dana Higgins, P.E., LEED AP Director of Engineering

11-2-18

Clint Shealy, P.E., Assistant City Manager for Columbia Water

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM

Legal Department City of Columbia, SC

List of Exhibits for SD8432

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C – Project Schedule

Exhibit D – Subconsultant Form

Exhibit E – Invoicing Procedure Prompt Payment Affidavit

Exhibit F - Prompt Payment Affidavit

Exhibit G – MPP Implementation Plan

Exhibit H – Location Map

THOMAS & HUTTON
1501 MAIN STREET, SUITE 760 | POST OFFICE BOX 7608
COLUMBIA, SC 29202 | 803.451.6789
WWW.THOMASANDHUTTON.COM

August 31, 2018

Ms. Andrea Bolling, PE, CFM
Deputy Director of Engineering
City of Columbia
PO Box 147
Columbia, SC 29217

Re: RFQ004-17-18-SL Stormwater Professional Services, Eightmile Branch and Windsor Hill Evaluation RFP

Dear Ms. Bolling:

Thomas & Hutton appreciates the opportunity to submit our proposal package for the Eightmile Branch and Windsor Hill Evaluation project. Our project team has the knowledge, experience, and resources to assist the City in successfully developing this project from concept to design and completion.

Thomas & Hutton has assembled an extremely experienced team of professionals that will meet the City's need to complete projects in an efficient and timely manner. The long-term relationships built over the past 72 years of continuous business are clear indicators of our pledge to provide the responsive and professional service clients have come to expect from Thomas & Hutton.

The Thomas & Hutton team consists of the following firms and responsibilities:

- ***Thomas & Hutton (Prime/Mentor)*** – Project management, stormwater inventory, surveying, H&H modeling, alternatives analysis, civil engineering, permitting, utility coordination, bid documents, bid evaluation, construction program oversight, and project closeouts.
- ***Highfill Infrastructure Engineering, PC (Protégé)*** – Utility coordination, cost estimating, and civil design.
- ***Biohabitats, Inc. (Subconsultant)*** – Stream restoration conceptualization and design.

The team assembled herein is the best suited, knowledgeable, and energetic group of professionals submitting for this project. This project will be designed and built by locals, as we're not only an office with a local address, we are ingrained in our Columbia community. The team assembled here is dedicated to providing the service of a local, tight-knit group of professionals that strives to make better the places in which we live.

Sincerely,
THOMAS & HUTTON

Tony Woody, PE
Vice President
682 Johnnie Dodds Blvd, Suite 100
Mt. Pleasant, SC 29464
woody.t@thomasandhutton.com
843-725-5229 Phone

William Lamb, Jr., PE
Project Manager
1501 Main Street, Suite 760
Columbia, SC 29201
lamb.w@thomasandhutton.com
803-451-6775 Phone

ORGANIZATIONAL CHART

SUB-CONSULTANTS
Highfill – Highfill Infrastructure Engineering, PC (MPP)
Biohabitats – Biohabitats, Inc.

PRINCIPAL-IN-CHARGE
John Culbreath, PE

PROJECT MANAGER
William Lamb, PE

QA/QC & TECHNICAL ADVISOR
Richard Karkowski, PE, PE, CPSWQ, D.WRE

STORMWATER & FLOODPLAIN H&H
Hillary Aton, PE
Jessica Routt, PE, CFM
Jennifer Roach, PE CFM
William Hymes

WATER QUALITY
Joe Fersner, PE

UTILITY COORDINATION
Kyle Crager, PE

STREAM RESTORATION
Kevin Nunnery, Ph.D, LSS, LEED AP (Biohabitats)

CIVIL DESIGN
Kevin Smith, PE, CFM, LEED AP
Jessica Routt, PE, CFM
Hillary Aton, PE
Kayla Kernich

SURVEYING
Elliotte Quinn, PLS

ENVIRONMENTAL SUPPORT AND UTILITIES
Laura Styles, PE (Highfill)

City of Columbia
RFQ004-17-18-SL
August 31, 2018

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal. In submitting a proposal to the City of Columbia, the bidder offers and agrees that if the proposal is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

James J. Collins, PE	Senior Vice-President	collins.j@thomasandhutton.com
Authorized Signature (Print)	Authorized Signature w/Title	Email Address

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # SD8013 and SD8432
Eightmile Branch and Windsor Hill Evaluation & Flood Study

Phase 1

The services performed by Thomas & Hutton (Consultant) as a part of this Scope of Services include providing technical consulting support to the City of Columbia (City) to update and improve stormwater infrastructure and channel conveyances within a portion of the Eightmile Branch watershed along Eightmile Branch Tributary 1. The drainage area to the confluence of Eightmile Branch and Eightmile Branch Tributary 1 approximately 325' east of the intersection of Robert Springs Road & Raven Hill Road is approximately 512 acres. FEMA flood modeling has been completed along portions of Eightmile Branch Tributary 1 ending approximately 220' south of Pheasant Court as shown on FEMA FIRM Map 45079C0261L. The proposed scope of work being requested includes but is not limited to the following items:

- An evaluation of the hydrology for Eightmile Branch Tributary 1.
- An evaluation of the hydraulic capacity of Eightmile Branch Tributary 1 inclusive of all tributary crossings and closed conduit systems.
- Provide design alternatives to alleviate flooding within the watershed.
- Stream restoration including stream bank stabilization, conveyance debris removal, and stormwater infrastructure maintenance.

The general location of the project is shown on Figure 1 attached.

The purpose of this project is to identify and analyze various alternatives for alleviating flooding problems, recommend solutions, and perform engineering and design services for permitting, bidding, and construction services.

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

<u>Phase 1 – Data Collection and Study Phase - Tasks 100 and 200</u>

- Kick-off Meeting
- Monthly Progress Meetings
- Coordination Meetings
- Project Management and Coordination
- Data Collection
- Site Reconnaissance
- Basin and Sub basin Mapping

- Hydrologic & Hydraulic (H&H) Analysis/Calculations
- Preliminary Design
- Preliminary Opinion of Probable Cost
- Alternatives Analysis
- Recommendations

Phase 2 – Final Design, Permitting, and Construction - Tasks 300 to 1100 (Scope of Work and Budget to be determined upon completion of Phase 1)

- Project Progress Meetings
- Coordination Meetings
- Project Management and Coordination
- Geotechnical Investigation
- SUE Evaluations
- Wetland Delineation
- Design Survey
- Final Design
- Plan Production
- Utility Coordination
- Permitting
- Easements and/or Property Acquisition
- Office Services
- Field – Construction Services
- Project Close Out

Consultant will provide Scope of Work and Budget for Phase 2 tasks upon completion of Phase 1.

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Infrastructure Engineering, P.C. as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and construction progress meetings with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 800.
- Provide monthly progress reports.

120 Coordination Meetings

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

- Kickoff meeting.
- Monthly Progress meetings with City's Project Manager for duration of project through the end of Task 200. Assuming a project duration of 9 months will result in 9 monthly meetings.
- 50% and 90% design alternative review meetings in conjunction with Task 270 (2 meetings total) to get City input and comments regarding design options.

130 Project Management & Coordination with the City

- Consultant will communicate with the City through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint (or other available program) provided by the City to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- Consultant will coordinate and attend up to two (2) public meetings in support of the project. Consultant will prepare maps and/or presentations for the meetings, as necessary. Consultant will provide one project manager or equivalent to attend or present at meetings.

150 Mentor-Protégé Program

Consultant and Highfill Infrastructure Engineering, P.C. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

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

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternatives Analysis

210 General Data Collection, Field Reconnaissance and Coordination

- Consultant will coordinate with the SCDOT to obtain roadway improvement plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- Consultant will coordinate with the City to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and City maps for road and street right-of-way information for areas outside of the roadway plans as needed.
- Consultant will contact other utilities in the areas outside of the roadway plans as needed that can be determined from field observation for mapping and location information that may impact alignment of the proposed work. (For this scope this is assumed to be a minor effort.)
- In addition to the SCDOT roadway construction plans, Consultant may utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible alternatives in a table top project analysis.
- Consultant will work with the City to obtain available customer complaint information regarding flooding or erosion.
- Stormwater Inventory and Structure Elevation Survey for up to two hundred (200) structures in accordance with the City's Stormwater Drainage System Condition Assessment Procedures and Stormwater Drainage System Inventory Data Review and Collection Procedures (to be provided by City). Condition assessment and inventory tasks will include the following:

- Consultant will conduct a Stormwater Inventory for up to 200 visible storm drainage system structures (catch basins, curb inlets, junction boxes, inlets, outfalls, etc.) within the Eightmile Branch Tributary 1 drainage basin. The stormwater inventory will consist of the following:
  - GPS location for all visible structures.
  - Type of structure.
  - Number and direction of inlet and outlet pipes.
  - Diameter and material of inlet and outlet pipes.
  - Measurement from invert of each inlet/outlet pipe to rim of structure.
  - Condition assessment of structure and connecting pipes, as visible from the surface (does not include close circuit video inspection of pipes or entry into confined spaces).
  - Observations regarding sediment build up, trash accumulation, erosion issues, etc.
  - This task assumes that all structures are readily accessible. Consultant will make every effort to identify and inventory all structures, however, should conditions arise that make access to certain structures unsafe or infeasible, Consultant reserves the right to omit inventory of dangerous or inaccessible structures.
- Consultant will conduct a Structure Elevation Survey for up to 200 structures identified in the Stormwater Inventory. Using survey grade equipment, Consultant will collect elevation data for the rim of each structure (or invert for outfalls). Combining the Structure Elevation Survey data with the Stormwater Inventory data will produce a comprehensive database of the storm drainage network within the project area.
- If necessary, Consultant can provide Closed Circuit TV (CCTV) video inspection services, sediment removal via vactor truck, or other services outside this scope of work for an additional fee under Task 1100.

220 <u>Alternatives Analysis and Recommendations</u>

- Upon completion of the data collection and field reconnaissance, an existing conditions hydrologic and hydraulic (H&H) model will be developed to establish baseline flooding conditions for both open conveyances and closed systems. Per the City's request, XP-SWMM and HEC-RAS modeling software will be used for design and flood mapping. Hydrology from the effective FEMA FIS model will be acquired, reviewed for accuracy, and modified, if necessary. The hydraulic model from FEMA's FIS will also be acquired, reviewed, and supplemented with additional cross sections and data, as necessary, to provide sufficient detail in key areas. Assuming that no existing models are currently available for closed storm sewer systems, these models will be created using storm drainage structure survey data, available LiDAR data, and other readily available GIS layers.

- After identification of problem areas and development of the existing conditions hydrologic and hydraulic models, Consultant will model various project alternatives to determine the level of benefits that the projects will provide. Benefits will be expressed in quantifiable terms (such as the number of structures removed from the floodplain or the drop in flood elevations) so that the benefits of each alternative can be easily communicated with community members. Alternative projects may include:
    - Urban stream restoration
    - Channel modification and stabilization
    - Grade control structures
    - Replacement or upgrade of existing road culverts
    - Replacement or upgrade of existing storm drainage structures and pipes
    - Installation of new storm drainage structures and pipes
    - New swales, ditches, or channels
    - Utility relocations
- The scope, size, and location of the proposed improvements may be adjusted based on various factors including noted utility conflicts, economics, environmental impacts, constructability, etc. The H&H study will be reviewed with the City and revised if necessary based on their comments.
- Consultant will determine the extent of the relocations necessary to avoid conflicts with the proposed roadway, drainage, other utilities, and will develop alternatives for relocating the water and sewer infrastructure.
- Consultant will determine and consider the apparent water and/or sewer infrastructure conflicts with the proposed project alternatives. After an evaluation of the impacts and development of conceptual alternatives, Consultant will present the City with options and recommendations for conflict resolution. These will be presented at a meeting with the City to review relocation options and select the preferred alternatives before proceeding to preliminary plans. This meeting will identify the project impact corridors and overall scope of the project.

230 <u>Preliminary Agency Coordination and Meetings</u>

- Upon selection of final alternatives, Consultant will contact known regulatory agencies that may have jurisdiction in the project area to document any permitting and notification actions required.

240 <u>Preliminary Utility Coordination and Meetings</u>

- Upon selection of final alternatives, Consultant will contact SCDOT to seek comments on the City-approved design concept.
- Upon selection of final alternatives, Consultant will contact other utilities, to seek comments on the City-approved design concept regarding easements, encroachments, and design considerations.

- Consultant will provide relocation sketches for any water and sewer relocations as a result of the proposed work.

250 Establishing Design Criteria

- Decision factors for the alternatives analysis will be developed by the Consultant and reviewed by the City. Possible evaluation factors include; cost, constructability, accessibility for construction, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and viable solutions.
- Consultant will design the storm drainage structures, pipes, culverts, stream channels, and bank stabilization measures in accordance with SCDHEC regulations, the City standards, U.S. Army Corps of Engineers guidelines, permitting requirements, and standard civil engineering practices.
- Consultant will document potential design considerations for water and sewer relocations to avoid the roadway infrastructure conflicts as determined.

260 Opinion of Probable Construction Costs and Schedule

- As part of the alternatives analysis the Consultant will prepare planning level opinion of probable construction costs and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the City. The report will be presented to the City in conjunction with Task 120. The 90% alternative review meeting will include a field site visit.

280 Preliminary Alternatives Analysis and Engineering Report

- Upon approval by the City, Consultant will prepare a final report documenting the alternatives analysis criteria, evaluation, decision process, and findings to include the final project recommendations, preliminary opinion of probable project cost, and prior rights assessment. It is assumed that the City will provide the information necessary to assess prior rights. This submittal will be considered the 30% overall project completion review.

TASK 300 – Survey and Utility Mapping

310 Field Survey

- To be determined

320 Property Research and Easement Exhibits

- To be determined

330 Utility Mapping

- To be determined

340 Geotechnical Survey

- To be determined

TASK 400 – Geotechnical Investigation

410 Field Investigation

- To be determined

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- To be determined

520 Utility Coordination

- To be determined

530 Not Used

540 Project Plans and Specifications

- To be determined

550 Regulatory Agency Coordination

- To be determined

560 Opinion of Probable Construction Cost and Schedule

- To be determined

570 Design Reviews

- To be determined

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- To be determined

620 Permits

- To be determined

TASK 700 – Bidding and Award

710 Bidding "in-contract" with Roadway Plans

- To be determined

720 Bidding Assistance

- To be determined

730 Award Recommendation

- To be determined

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- To be determined

820 Submittal & Pay Application Review

- To be determined

830 Change Management

- To be determined

840 Completion Monitoring & Documentation

- To be determined

850 Periodic Construction Observation

- To be determined

TASK 900 – Full Time Construction Inspection

Full Time Construction Inspection is not included in this scope.

TASK 1000 – Project Closeout

1010 Record Drawings

- To be determined

1020 Punch List and Final Inspection

- To be determined

1030 O&M Submittals

- To be determined

1040 Digital Information Submittals

- To be determined

1050 Final Notice of Acceptability of the Work

- To be determined

1060 SCDHEC Permits to Operate

- To be determined

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the City may choose to amend this Agreement so that Consultant may furnish additional services such as those listed below (but not limited to):

- Additional Surveying outside original scope.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits.
- Easement acquisition.
- Additional bidding assistance.

- CCTV pipe video inspections.
- Sediment removal via vactor truck.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the City. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the City.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITES OF THE OWNER

The responsibilities of the City as described in Exhibit A are amended and supplemented as follows:

The City agrees to perform the following:

- Provide assistance in gaining access to drainage system easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to structures and assist the Consultant with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and City.
- Provide available data as requested in the agreement.
- Upon City acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

EXHIBIT B (2)

COMPENSATION

City of Columbia
CIP # SD8432
Windsor Hill Evaluation & Flood Study

Compensation for services provided under Tasks 100 through 200 for CIP # SD8432 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $119,660.00. Fees for this work will be billed on a lump sum basis. Fees for additional services under Task 1100 will be negotiated with the City and agreed upon in writing prior to initiating work.

An estimated breakdown of the fee is shown in the following table:

		CIP # SD8432		
Task	Description	Hours	Subconsults	Total
Task 100	Evaluation and Design Phase Administration	154	$0	$25,660
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	601	$15,000	$94,000
Task 300	Survey and Utility Mapping	TBD	TBD	TBD
Task 320	Easement Exhibits	TBD	TBD	TBD
Task 400	Geotechnical Investigation	TBD	TBD	TBD
Task 500	Final Design	TBD	TBD	TBD
Task 600	Permits and Property	TBD	TBD	TBD
Task 700	Bidding and Award	TBD	TBD	TBD
Task 800	Engineering Services During Construction	TBD	TBD	TBD
Task 1000	Project Closeout	TBD	TBD	TBD
Task 1100	Additional Services	TBD	TBD	TBD
	Total of Contract	**755**	**$15,000**	**$119,660**
	% of Contract to Subconsultants			12.5%
	% of Contract to Protégé*			10.0%

*Note: Due to the nature of the scope of work for Tasks 100 and 200, Protégé participation will be lower than 20%. However, additional utilization of Protégé on future Tasks 300 – 800 will ensure that the 20% Protégé participation goal is met for the overall project.

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

Exhibit C

Eightmile Branch Tributary 1 - Design and Permitting Schedule 08/08/2018

ACTIVITY

Sign Contract

TASK 100 - EVALUATION AND DESIGN PHASE ADMINISTRATION

110 - General Project Administration

120 - Coordination Meetings

130 - Project Management & Coordination with City

140 - Public Outreach

150 - Mentor-Protégé Program

TASK 200 - PRELIMINARY PLANNING, INVESTIGATION, ENGINEERING, & ALTERNATIVES ANALYSIS

210 - General Data Collection, Field Recon, and Coordination

220 - Alternatives Analysis and Recommendations

230 - Preliminary Agency Coordination and Meetings

240 - Preliminary Utility Coordination and Meetings

250 - Establishing Design Criteria

260 - Opinion of Probable Construction Cost and Schedule

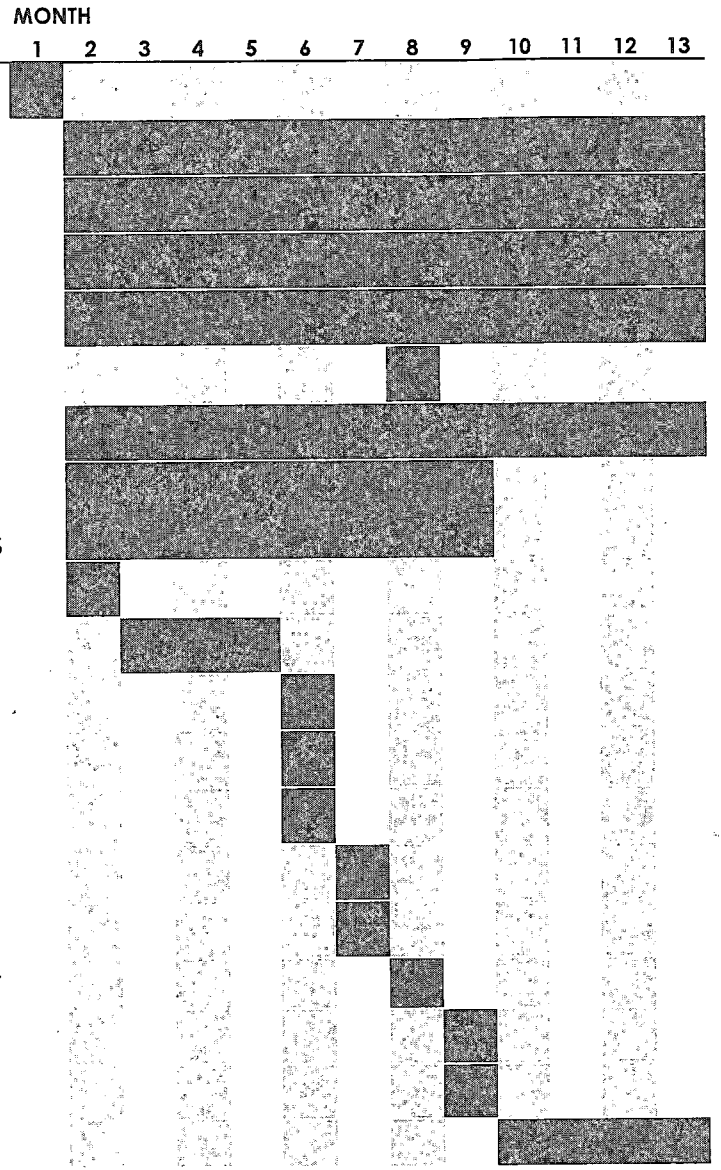
270 - Preliminary Design Reviews

280 - Preliminary Alternatives Analysis and Engineering Report

TASK 300 - SURVEY AND UTILITY MAPPING (Scope of Services TBD)

TASK 400 - GEOTECHNICAL INVESTIGATION (Scope of Services TBD)

TASK 500 - FINAL DESIGN (Scope of Services TBD)



SUBCONSULTANT BUSINESS INFORMATION

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.

Project: RFQ 004-17-18-SL: Windsor Hill Evaluation & Flood Study

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Highfill Infrastructure Engineering, P.C. 1728 Main St. Ste 205 Columbia, SC 29201 DUNS: 080560074 CAGE Code: 7TNP3	J. Ray Cox, PE 910-233-8095	Utility engineering	$12,000	10%	SBE	No
Biohabitats, Inc. 2081 Clipper Park Rd Baltimore, MD 21211 DUNS: 195209788 CAGE Code: 1KMF6	Kevin Nunnery 919-815-2309	Stream restoration	$3,000	2.5%	N/A	No
				%		
				%		
				%		

TOTAL: $15,000

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

Business Name: Thomas & Hutton

Representative Name / Title: William Lamb, PE / Project Manager

Date: September 13, 2018

Invoicing Procedure: Exhibit E

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated

point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Water Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

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Compliance Division
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Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: September 13, 2018

Mentor: Thomas & Hutton

Protégé: Highfill Infrastructure Engineering, PC

Project Contract Amount: $119,660.00

Project Number: RFQ004-17-18-SL (SD 8432)

Project Name: Windsor Hill Evaluation and Flood Study

Duration of the Project: 9 months (Phase 1)

Protégé Amount: $12,000 (Phase 1)

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project? *Address contractual relationship, general roles and informal teaming arrangements.*

Thomas & Hutton and Highfill Infrastructure Engineering, PC (Highfill) will set up a subcontract agreement for Protégé services related to this project. Since Highfill's strength is in infrastructure and utility design, Thomas & Hutton will utilize their input during the Preliminary Planning, Investigation, Engineering and Alternatives Analysis Phase of the project to ensure that utility conflicts, relocations, costs, and logistics are considered during the preliminary design, while including Highfill in the hydrologic and hydraulic analysis discussions.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

This project will offer Highfill an opportunity to work on a large-scale stormwater capital improvement project, which will likely involve the relocation of certain utilities, where conflicts exist. Since Highfill's goals are to expand their service offerings in the areas of municipal stormwater and water and wastewater distribution and collections systems to local and regional clients in South Carolina and increase gross revenue by 10% each year, this project will provide a significant contribution to those goals.

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3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

Additional local engineering staff, experience with local projects, exposure to civil design software for stormwater, water, and wastewater design, improving understanding of SC municipal and regional stormwater regulatory requirements, and market/client assessment are some of Highfill's goals for the MPP relationship with Thomas & Hutton. By incorporating Highfill into project meetings and the conceptual design process, they will gain experience in local design work and client relationships and improve exposure to relevant design software and SC stormwater regulations.

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.*

Mentor: William Lamb, PE, Rick Karkowski, PE, PH, CPSWQ, D.WRE, John Culbreath, PE, Hillary Aton, PE, Jessica Routt, PE, CFM, Jennifer Roach, PE, CFM, William Hymes, Joe Fersner, PE, Kyle Crager, PE, Kevin Smith, PE, CFM, LEED AP, and Kayla Kernich will provide services related to this project for Thomas & Hutton. Surveying equipment will be used as well.

Protégé: Ray Cox, PE and Laura Styles, PE will provide service related to this project for Highfill.

Subcontractors: Kevin Nunnery, Ph.D., LSS, LEED AP from Biohabitats, Inc. will provide additional input relating to stream restoration.

Special Arrangements: N/A

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:
General project administration and project management, field work, data collection, hydrologic and hydraulic modeling, stormwater cost estimating, design criteria, coordination meetings, and report writing.

b. Description of Protégé's responsibilities on project:
Review of design concepts for input into utility conflicts and relation requirements, input and review of stormwater design concepts, preliminary utility coordination, cost estimation for utility work, and input and review of the alternatives analysis and engineering report.

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c. Description of responsibilities that will be completed as a team:
Review and discussion of project alternatives to determine utility conflicts and relocations, design and constructability considerations, environmental and property impacts, and cost estimation.

6. **What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?**

"Phase 1," which includes Task 100-Evaluation and Design Phase Administration and Task 200-Preliminary Planning, Investigation, Engineering, and Alternatives Analysis, is expected to last for approximately 9 months. Highfill is expected to be utilized primarily from months 3 to 9 for "Phase 1". Although the scope of work and schedule for "Phase 2," which will include Task 300-Survey and Utility Mapping, Task 400-Geotechnical Investigation, and Task 500-Final Design, has not yet been determined (pending results of Phase 1), it is expected that Highfill will be used extensively for utility design during months 10 through 13.

7. **How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?**

The MPP team will review progress towards the MPP goals monthly during invoicing to track progress.

8. **What are the team's specific, quantitative goals and milestones for the current project?**

Gain experience in stormwater and utility engineering in Columbia, SC, gain exposure to civil design software, improve understanding of local and SC stormwater regulatory requirements, assess the municipal engineering market and clients in SC, expand resume for local engineering work, and increase gross revenue by 10% a year in SC.

9. **Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

Thomas & Hutton and Highfill will meet or hold a conference call monthly during the invoicing process to update the project status and track progress towards meeting goals.

10. **Define payment schedule and financial terms identifying milestones for initial, progress and final payments.**

Highfill should provide Thomas & Hutton with monthly invoices for work performed under the contract up to the agreed upon amounts.

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Biohabitats, Inc.	919-815-2309	7904 Hillburn Drive Raleigh, NC 27613	Thomas & Hutton	$3,000		3%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: $12,000

Percentage of Contract: 10% (Phase 1)*
*Note: Due to the nature of the scope of work for Phase 1 (Tasks 100 and 200), Protégé's participation will be lower than 20%. However, additional utilization of Protégé on future Tasks 300 – 800 will ensure that the 20% Protégé participation goal is met for the overall project.

(Minimum of 20% of total contract amount is required)

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by THOMAS & HUTTON (Mentor Firm) this 18th day of SEPT 2018.
Corporate SEAL

By: LISA B. MUZZERALI, PE
Title: DEPARTMENT MANAGER

ATTEST:
By: WILLIAM LAMB, JR.
Title: PROJECT MANAGER

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING
No. C00255
CERTIFICATE OF AUTHORIZATION

EXECUTED by HIGHFILL (Protégé Firm) this 18th day of Sept, 2018.
Corporate SEAL
By: J. Ray Cox, PE
Title: Vice President

ATTEST:
By: Allison I. Andrews
Title: Communications Coordinator

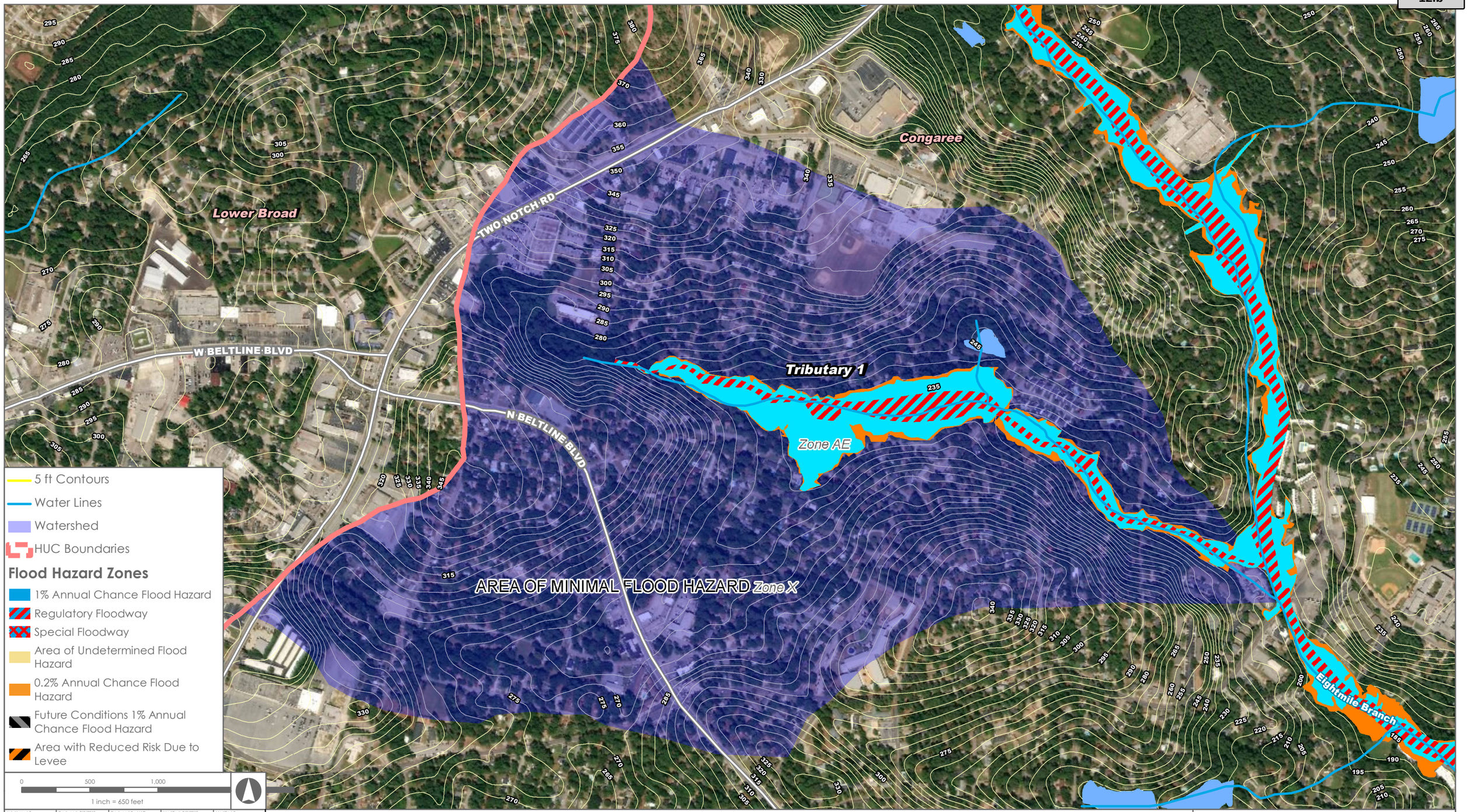
HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.
CORPORATE SEAL 2004
NORTH CAROLINA

SOUTH CAROLINA
HIGHFILL INFRASTRUCTURE ENGINEERING PC
No. 4823
CERTIFICATE OF AUTHORIZATION

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 20th day of September, 2018.

By: Ayesha Driggers
Title: Compliance Administrator



Job Num: J-0	Produced: 7/3/2018	Produced By: MAD	Modified: 7/3/2018	Modified By:
File: V:\J-0_BusDev\WilliamLamb\Eightmile\Tributary1_2017_11X17L.mxd				Vertical Datum:

Thomas & Hutton compiled the map information from the following sources:

Data	Source	Date
Aerial	ESRI	2017
FEMA	FEMA	2018
Watershed Boundaries - 8 Digit	USGS	2016
Roads	SCDOT	2018
Hydrography	USGS	2017

DISCLAIMER
Where Thomas & Hutton is cited as the data source, the firm has created or verified the data. For all other sources cited, Thomas & Hutton used the data "as is," has made no independent investigation of the data, and makes no representation as to the accuracy or completeness of the data. Please see each source for available documentation of its respective datasets.
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Eightmile Branch

Richland County, South Carolina

Tributary 1

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WWW.THOMASANDHUTTON.COM
GEOGRAPHIC INFORMATION SYSTEMS
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MEETING DATE:	**November 6, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Project SD8013; Eightmile Branch Evaluation and Flood Study, as requested by Columbia Water. Award to Thomas & Hutton in the amount of $119,660.00. This firm is located in Columbia, SC.**
PURPOSE:	**This is a Stormwater Improvement Project and a Mentor Protégé Program Project. Thomas & Hutton is the Mentor and will provide general project administration and project management, field work, data collection, hydrologic and hydraulic modeling, stormwater cost estimating, design criteria, coordination meetings, and report writing services at 87.4% ($104,660) of the contract value. Highfill Infrastructure Engineering, P.C., of Columbia, SC is the Protégé and will provide utility engineering services at 10% ($12,000) of the contract value.** **Sub-consultant Biohabitats, Inc. of Baltimore, MD will provide stream restoration services at 2.5% ($3,000) of the contract value.**
REQUISITION NO.:	**R193731**
FINANCIAL IMPACT:	**Funding Source: 5549999-SD801301-658650 Strm Wtr Imp Cap Proj Control - 8- Mile Branch - Capital Project Costs. The original budgeted amount is $130,000.00.**
ORIGINAL BUDGET:	**$400,000.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

The above referenced Agreement is to compensate the Consultant for providing services to update and improve stormwater infrastructure and channel conveyances within a portion of the Eightmile Branch watershed along Eightmile Branch Tributary 1 for the City of Columbia, SC.

The services being provided will encompass the following:

TASK 100 - Evaluation and Design Phase Administration
TASK 200 - Preliminary Planning, Investigation, Engineering and Alternatives Analysis

Services to be performed will impact City Council Districts 2 and 3. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- **#a:** DRAFT 2018 - Thomas & Hutton - Agreement - SD8013 Eightmile Branch & Windsor Hill - Stormwater Improve - (PDF)
- #b: DRAFT Exhibit H - Location Map SD8013 Thomas & Hutton (PDF)

Thomas & Hutton
RFQ 004-17-18-SSL
SD8013 Eightmile Branch

We Are Columbia

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 004-17-18-SSL Stormwater Professional Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Thomas & Hutton, (hereinafter referred to as the "Consultant"), to update and improve stormwater infrastructure and channel conveyances within a portion of the Eightmile Branch watershed along Eightmile Branch Tributary 1 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 AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of 9 months, or at such time total compensation provided for herein is reached, whichever is later.

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

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

6. **COMPENSATION** – (See Exhibit B)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Nineteen Thousand, Six Hundred Sixty Dollars and No/100 ($119,660.00).

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

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

C. Invoicing Procedure: See Exhibit E

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

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

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 Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.

4. The 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 Consultant's 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 Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201,

(803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SBE Goals __10.0__%
MBE _____%
WBE _____%
LSA _____%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the

contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 10.0% for Phase 1 (Tasks 100 and 200); and 20% for Tasks 300 – 800..

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit G.

8. INDEMNIFICATION & INSURANCE

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

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

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($1,000,000) per occurrence, and Two Million Dollars and no/100 ($2,000,000) 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.

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

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

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

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

9. PERMITS & LICENSES

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

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

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

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

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's 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 Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

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

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

    C. Force Majeure;

    D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this

Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

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

F. By mutual agreement.

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

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

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

for any purpose whatsoever except to perform the services required by this Agreement.

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

City of Columbia
Name: Department of Procurement & Contracts
Address: 1800 Main Street, Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: N/A
Email: procurement@columbiasc.gov

Thomas & Hutton
Name: William Lamb
Title: Project Manager
Address: 1501 Main Street, Suite 760
Columbia, SC 29201
Phone: 803-451-6775
Fax: N/A
Email: lamb.w@thomasandhutton.com,

16. **CONSENT DECREE** N/A

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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 Agreement 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 Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's 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 C 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 Consultant's failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

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

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

D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations

of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

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

shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

I. This Agreement is subject to City Council approval.

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 services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of

race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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

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

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

Thomas & Hutton
RFQ 004-17-18-SSL
SD8013 Eightmile Branch

Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

THOMAS & HUTTON

Benny K. Jones, Jr., PE Senior Vice President/COO		**Date:** 10/30/2018
Print: Name/Title	**Signature**	

Recommended by:

2018.11.02 11:35:12 -04'00'

Dana Higgins, P.E., LEED AP, Director of Engineering

11-2-18

Clint Shealy, P.E., Assistant City Manager for Columbia Water

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM

Legal Department City of Columbia, SC

EXHIBITS FOR SD8013

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C – Project Schedule

Exhibit D – Subconsultant Form

Exhibit E – Invoicing Procedure Prompt Payment Affidavit

Exhibit F - Prompt Payment Affidavit

Exhibit G – MPP Implementation Plan

Exhibit H – Location Map

THOMAS & HUTTON
1501 MAIN STREET, SUITE 760 | POST OFFICE BOX 7608
COLUMBIA, SC 29202 | 803.451.6789
WWW.THOMASANDHUTTON.COM

August 31, 2018

Ms. Andrea Bolling, PE, CFM
Deputy Director of Engineering
City of Columbia
PO Box 147
Columbia, SC 29217

Re: RFQ004-17-18-SL Stormwater Professional Services,
Eightmile Branch and Windsor Hill Evaluation RFP

Dear Ms. Bolling:

Thomas & Hutton appreciates the opportunity to submit our proposal package for the Eightmile Branch and Windsor Hill Evaluation project. Our project team has the knowledge, experience, and resources to assist the City in successfully developing this project from concept to design and completion.

Thomas & Hutton has assembled an extremely experienced team of professionals that will meet the City's need to complete projects in an efficient and timely manner. The long-term relationships built over the past 72 years of continuous business are clear indicators of our pledge to provide the responsive and professional service clients have come to expect from Thomas & Hutton.

The Thomas & Hutton team consists of the following firms and responsibilities:

- ***Thomas & Hutton (Prime/Mentor)*** – Project management, stormwater inventory, surveying, H&H modeling, alternatives analysis, civil engineering, permitting, utility coordination, bid documents, bid evaluation, construction program oversight, and project closeouts.
- ***Highfill Infrastructure Engineering, PC (Protégé)*** – Utility coordination, cost estimating, and civil design.
- ***Biohabitats, Inc. (Subconsultant)*** – Stream restoration conceptualization and design.

The team assembled herein is the best suited, knowledgeable, and energetic group of professionals submitting for this project. This project will be designed and built by locals, as we're not only an office with a local address, we are ingrained in our Columbia community. The team assembled here is dedicated to providing the service of a local, tight-knit group of professionals that strives to make better the places in which we live.

Sincerely,
THOMAS & HUTTON

Tony Woody, PE
Vice President
682 Johnnie Dodds Blvd, Suite 100
Mt. Pleasant, SC 29464
woody.t@thomasandhutton.com
843-725-5229 Phone

William Lamb, Jr., PE
Project Manager
1501 Main Street, Suite 760
Columbia, SC 29201
lamb.w@thomasandhutton.com
803-451-6775 Phone

City of Columbia
RFQ004-17-18-SL
August 31, 2018

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal. In submitting a proposal to the City of Columbia, the bidder offers and agrees that if the proposal is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

James J. Collins, PE	Senior Vice-President	collins.j@thomasandhutton.com
Authorized Signature (Print)	Authorized Signature w/Title	Email Address

ORGANIZATIONAL CHART

SUB-CONSULTANTS
Highfill – Highfill Infrastructure Engineering, PC (MPP)
Biohabitats – Biohabitats, Inc.

PRINCIPAL-IN-CHARGE
John Culbreath, PE

PROJECT MANAGER
William Lamb, PE

QA/QC & TECHNICAL ADVISOR
Richard Karkowski, PE, PE, CPSWQ, D.WRE

STORMWATER & FLOODPLAIN H&H
Hillary Aton, PE
Jessica Routt, PE, CFM
Jennifer Roach, PE CFM
William Hymes

WATER QUALITY
Joe Fersner, PE

UTILITY COORDINATION
Kyle Crager, PE

STREAM RESTORATION
Kevin Nunnery, Ph.D, LSS, LEED AP (Biohabitats)

CIVIL DESIGN
Kevin Smith, PE, CFM, LEED AP
Jessica Routt, PE, CFM
Hillary Aton, PE
Kayla Kernich

SURVEYING
Elliotte Quinn, PLS

ENVIRONMENTAL SUPPORT AND UTILITIES
Laura Styles, PE (Highfill)

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # SD8013 and SD8432
Eightmile Branch and Windsor Hill Evaluation & Flood Study

Phase 1

The services performed by Thomas & Hutton (Consultant) as a part of this Scope of Services include providing technical consulting support to the City of Columbia (City) to update and improve stormwater infrastructure and channel conveyances within a portion of the Eightmile Branch watershed along Eightmile Branch Tributary 1. The drainage area to the confluence of Eightmile Branch and Eightmile Branch Tributary 1 approximately 325' east of the intersection of Robert Springs Road & Raven Hill Road is approximately 512 acres. FEMA flood modeling has been completed along portions of Eightmile Branch Tributary 1 ending approximately 220' south of Pheasant Court as shown on FEMA FIRM Map 45079C0261L. The proposed scope of work being requested includes but is not limited to the following items:

- An evaluation of the hydrology for Eightmile Branch Tributary 1.
- An evaluation of the hydraulic capacity of Eightmile Branch Tributary 1 inclusive of all tributary crossings and closed conduit systems.
- Provide design alternatives to alleviate flooding within the watershed.
- Stream restoration including stream bank stabilization, conveyance debris removal, and stormwater infrastructure maintenance.

The general location of the project is shown on Figure 1 attached.

The purpose of this project is to identify and analyze various alternatives for alleviating flooding problems, recommend solutions, and perform engineering and design services for permitting, bidding, and construction services.

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

<u>Phase 1 – Data Collection and Study Phase - Tasks 100 and 200</u>

- Kick-off Meeting
- Monthly Progress Meetings
- Coordination Meetings
- Project Management and Coordination
- Data Collection
- Site Reconnaissance
- Basin and Sub basin Mapping

- Hydrologic & Hydraulic (H&H) Analysis/Calculations
- Preliminary Design
- Preliminary Opinion of Probable Cost
- Alternatives Analysis
- Recommendations

Phase 2 – Final Design, Permitting, and Construction - Tasks 300 to 1100 (Scope of Work and Budget to be determined upon completion of Phase 1)

- Project Progress Meetings
- Coordination Meetings
- Project Management and Coordination
- Geotechnical Investigation
- SUE Evaluations
- Wetland Delineation
- Design Survey
- Final Design
- Plan Production
- Utility Coordination
- Permitting
- Easements and/or Property Acquisition
- Office Services
- Field – Construction Services
- Project Close Out

Consultant will provide Scope of Work and Budget for Phase 2 tasks upon completion of Phase 1.

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Infrastructure Engineering, P.C. as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and construction progress meetings with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 800.
- Provide monthly progress reports.

120 Coordination Meetings

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

- Kickoff meeting.
- Monthly Progress meetings with City's Project Manager for duration of project through the end of Task 200. Assuming a project duration of 9 months will result in 9 monthly meetings.
- 50% and 90% design alternative review meetings in conjunction with Task 270 (2 meetings total) to get City input and comments regarding design options.

130 Project Management & Coordination with the City

- Consultant will communicate with the City through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint (or other available program) provided by the City to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- Consultant will coordinate and attend up to two (2) public meetings in support of the project. Consultant will prepare maps and/or presentations for the meetings, as necessary. Consultant will provide one project manager or equivalent to attend or present at meetings.

150 Mentor-Protégé Program

Consultant and Highfill Infrastructure Engineering, P.C. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

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

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternatives Analysis

210 General Data Collection, Field Reconnaissance and Coordination

- Consultant will coordinate with the SCDOT to obtain roadway improvement plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- Consultant will coordinate with the City to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and City maps for road and street right-of-way information for areas outside of the roadway plans as needed.
- Consultant will contact other utilities in the areas outside of the roadway plans as needed that can be determined from field observation for mapping and location information that may impact alignment of the proposed work. (For this scope this is assumed to be a minor effort.)
- In addition to the SCDOT roadway construction plans, Consultant may utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible alternatives in a table top project analysis.
- Consultant will work with the City to obtain available customer complaint information regarding flooding or erosion.
- Stormwater Inventory and Structure Elevation Survey for up to two hundred (200) structures in accordance with the City's Stormwater Drainage System Condition Assessment Procedures and Stormwater Drainage System Inventory Data Review and Collection Procedures (to be provided by City). Condition assessment and inventory tasks will include the following:

- Consultant will conduct a Stormwater Inventory for up to 200 visible storm drainage system structures (catch basins, curb inlets, junction boxes, inlets, outfalls, etc.) within the Eightmile Branch Tributary 1 drainage basin. The stormwater inventory will consist of the following:
  - GPS location for all visible structures.
  - Type of structure.
  - Number and direction of inlet and outlet pipes.
  - Diameter and material of inlet and outlet pipes.
  - Measurement from invert of each inlet/outlet pipe to rim of structure.
  - Condition assessment of structure and connecting pipes, as visible from the surface (does not include close circuit video inspection of pipes or entry into confined spaces).
  - Observations regarding sediment build up, trash accumulation, erosion issues, etc.
  - This task assumes that all structures are readily accessible. Consultant will make every effort to identify and inventory all structures, however, should conditions arise that make access to certain structures unsafe or infeasible, Consultant reserves the right to omit inventory of dangerous or inaccessible structures.
- Consultant will conduct a Structure Elevation Survey for up to 200 structures identified in the Stormwater Inventory. Using survey grade equipment, Consultant will collect elevation data for the rim of each structure (or invert for outfalls). Combining the Structure Elevation Survey data with the Stormwater Inventory data will produce a comprehensive database of the storm drainage network within the project area.
- If necessary, Consultant can provide Closed Circuit TV (CCTV) video inspection services, sediment removal via vactor truck, or other services outside this scope of work for an additional fee under Task 1100.

220 <u>Alternatives Analysis and Recommendations</u>

- Upon completion of the data collection and field reconnaissance, an existing conditions hydrologic and hydraulic (H&H) model will be developed to establish baseline flooding conditions for both open conveyances and closed systems. Per the City's request, XP-SWMM and HEC-RAS modeling software will be used for design and flood mapping. Hydrology from the effective FEMA FIS model will be acquired, reviewed for accuracy, and modified, if necessary. The hydraulic model from FEMA's FIS will also be acquired, reviewed, and supplemented with additional cross sections and data, as necessary, to provide sufficient detail in key areas. Assuming that no existing models are currently available for closed storm sewer systems, these models will be created using storm drainage structure survey data, available LiDAR data, and other readily available GIS layers.

- After identification of problem areas and development of the existing conditions hydrologic and hydraulic models, Consultant will model various project alternatives to determine the level of benefits that the projects will provide. Benefits will be expressed in quantifiable terms (such as the number of structures removed from the floodplain or the drop in flood elevations) so that the benefits of each alternative can be easily communicated with community members. Alternative projects may include:
    - Urban stream restoration
    - Channel modification and stabilization
    - Grade control structures
    - Replacement or upgrade of existing road culverts
    - Replacement or upgrade of existing storm drainage structures and pipes
    - Installation of new storm drainage structures and pipes
    - New swales, ditches, or channels
    - Utility relocations
- The scope, size, and location of the proposed improvements may be adjusted based on various factors including noted utility conflicts, economics, environmental impacts, constructability, etc. The H&H study will be reviewed with the City and revised if necessary based on their comments.
- Consultant will determine the extent of the relocations necessary to avoid conflicts with the proposed roadway, drainage, other utilities, and will develop alternatives for relocating the water and sewer infrastructure.
- Consultant will determine and consider the apparent water and/or sewer infrastructure conflicts with the proposed project alternatives. After an evaluation of the impacts and development of conceptual alternatives, Consultant will present the City with options and recommendations for conflict resolution. These will be presented at a meeting with the City to review relocation options and select the preferred alternatives before proceeding to preliminary plans. This meeting will identify the project impact corridors and overall scope of the project.

230 <u>Preliminary Agency Coordination and Meetings</u>

- Upon selection of final alternatives, Consultant will contact known regulatory agencies that may have jurisdiction in the project area to document any permitting and notification actions required.

240 <u>Preliminary Utility Coordination and Meetings</u>

- Upon selection of final alternatives, Consultant will contact SCDOT to seek comments on the City-approved design concept.
- Upon selection of final alternatives, Consultant will contact other utilities, to seek comments on the City-approved design concept regarding easements, encroachments, and design considerations.

- Consultant will provide relocation sketches for any water and sewer relocations as a result of the proposed work.

250 Establishing Design Criteria

- Decision factors for the alternatives analysis will be developed by the Consultant and reviewed by the City. Possible evaluation factors include; cost, constructability, accessibility for construction, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and viable solutions.
- Consultant will design the storm drainage structures, pipes, culverts, stream channels, and bank stabilization measures in accordance with SCDHEC regulations, the City standards, U.S. Army Corps of Engineers guidelines, permitting requirements, and standard civil engineering practices.
- Consultant will document potential design considerations for water and sewer relocations to avoid the roadway infrastructure conflicts as determined.

260 Opinion of Probable Construction Costs and Schedule

- As part of the alternatives analysis the Consultant will prepare planning level opinion of probable construction costs and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the City. The report will be presented to the City in conjunction with Task 120. The 90% alternative review meeting will include a field site visit.

280 Preliminary Alternatives Analysis and Engineering Report

- Upon approval by the City, Consultant will prepare a final report documenting the alternatives analysis criteria, evaluation, decision process, and findings to include the final project recommendations, preliminary opinion of probable project cost, and prior rights assessment. It is assumed that the City will provide the information necessary to assess prior rights. This submittal will be considered the 30% overall project completion review.

TASK 300 – Survey and Utility Mapping

310 Field Survey

- To be determined

320 Property Research and Easement Exhibits

- To be determined

330 Utility Mapping

- To be determined

340 Geotechnical Survey

- To be determined

TASK 400 – Geotechnical Investigation

410 Field Investigation

- To be determined

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- To be determined

520 Utility Coordination

- To be determined

530 Not Used

540 Project Plans and Specifications

- To be determined

550 Regulatory Agency Coordination

- To be determined

560 Opinion of Probable Construction Cost and Schedule

- To be determined

570 Design Reviews

- To be determined

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- To be determined

620 Permits

- To be determined

TASK 700 – Bidding and Award

710 Bidding "in-contract" with Roadway Plans

- To be determined

720 Bidding Assistance

- To be determined

730 Award Recommendation

- To be determined

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- To be determined

820 Submittal & Pay Application Review

- To be determined

830 Change Management

- To be determined

840 Completion Monitoring & Documentation

- To be determined

850 Periodic Construction Observation

- To be determined

TASK 900 – Full Time Construction Inspection

Full Time Construction Inspection is not included in this scope.

TASK 1000 – Project Closeout

1010 Record Drawings

- To be determined

1020 Punch List and Final Inspection

- To be determined

1030 O&M Submittals

- To be determined

1040 Digital Information Submittals

- To be determined

1050 Final Notice of Acceptability of the Work

- To be determined

1060 SCDHEC Permits to Operate

- To be determined

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the City may choose to amend this Agreement so that Consultant may furnish additional services such as those listed below (but not limited to):

- Additional Surveying outside original scope.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits.
- Easement acquisition.
- Additional bidding assistance.

- CCTV pipe video inspections.
- Sediment removal via vactor truck.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the City. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the City.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITES OF THE OWNER

The responsibilities of the City as described in Exhibit A are amended and supplemented as follows:

The City agrees to perform the following:

- Provide assistance in gaining access to drainage system easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to structures and assist the Consultant with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and City.
- Provide available data as requested in the agreement.
- Upon City acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

EXHIBIT B (1)

COMPENSATION

City of Columbia
CIP # SD8013
Eightmile Branch Evaluation & Flood Study

Compensation for services provided under Tasks 100 through 200 for CIP # SD8013 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $119,660.00. Fees for this work will be billed on a lump sum basis. Fees for additional services under Task 1100 will be negotiated with the City and agreed upon in writing prior to initiating work.

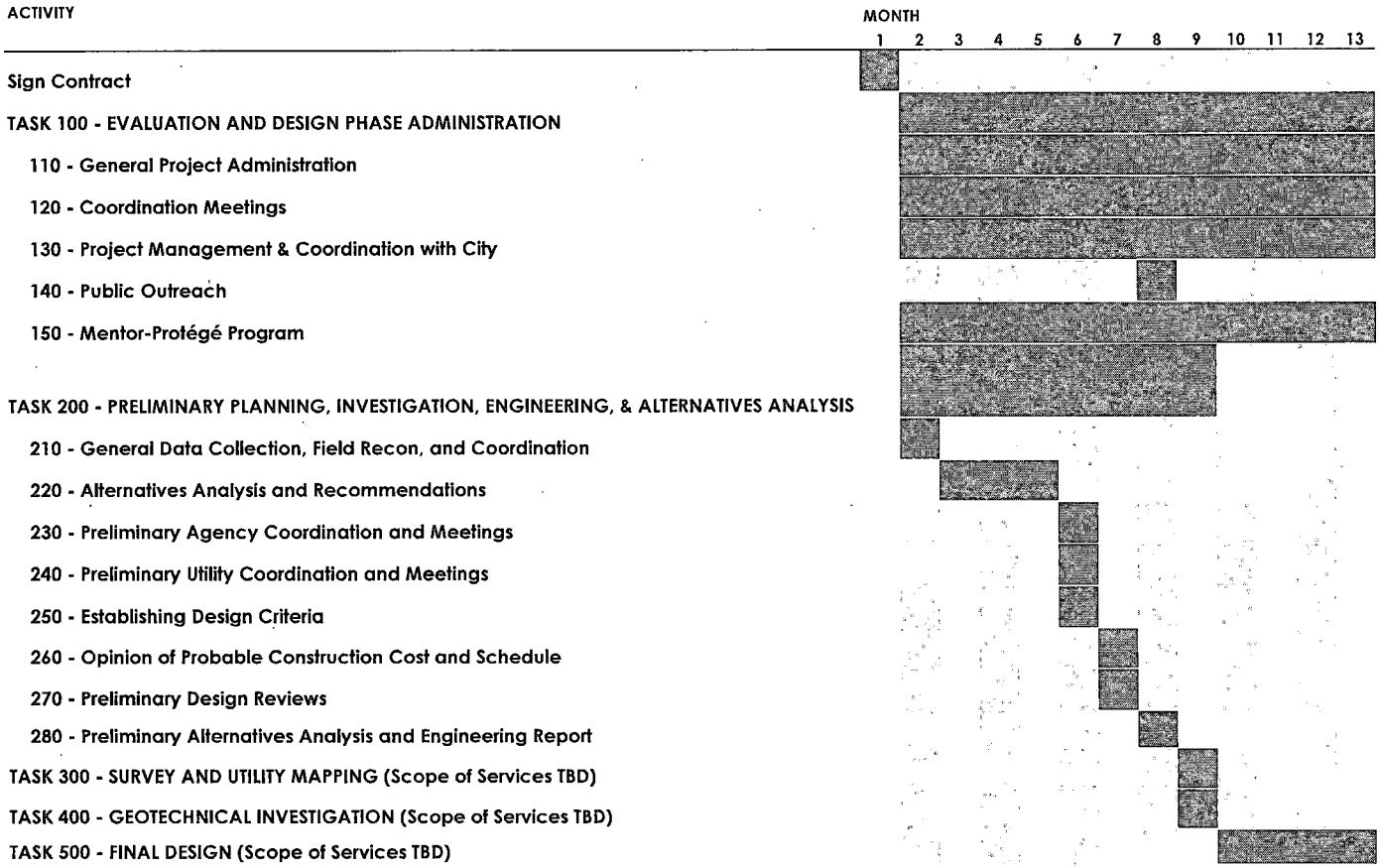
An estimated breakdown of the fee is shown in the following table:

		CIP # SD8013		
Task	Description	Hours	Subconsults	Total
Task 100	Evaluation and Design Phase Administration	154	$0	$25,660
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	601	$15,000	$94,000
Task 300	Survey and Utility Mapping	TBD	TBD	TBD
Task 320	Easement Exhibits	TBD	TBD	TBD
Task 400	Geotechnical Investigation	TBD	TBD	TBD
Task 500	Final Design	TBD	TBD	TBD
Task 600	Permits and Property	TBD	TBD	TBD
Task 700	Bidding and Award	TBD	TBD	TBD
Task 800	Engineering Services During Construction	TBD	TBD	TBD
Task 1000	Project Closeout	TBD	TBD	TBD
Task 1100	Additional Services	TBD	TBD	TBD
	Total of Contract	**755**	**$15,000**	**$119,660**
	% of Contract to Subconsultants			12.5%
	% of Contract to Protégé*			10.0%

*Note: Due to the nature of the scope of work for Tasks 100 and 200, Protégé participation will be lower than 20%. However, additional utilization of Protégé on future Tasks 300 – 800 will ensure that the 20% Protégé participation goal is met for the overall project.

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

Eightmile Branch Tributary 1 - Design and Permitting Schedule 08/08/2018



SUBCONSULTANT BUSINESS INFORMATION

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.

Project: RFQ 004-17-18-SL: Eightmile Branch Evaluation & Flood Study

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Highfill Infrastructure Engineering, P.C. 1728 Main St. Ste 205 Columbia, SC 29201 DUNS: 080560074 CAGE Code: 7TNP3	J. Ray Cox, PE 910-233-8095	Utility engineering	$12,000	10%	SBE	No
Biohabitats, Inc. 2081 Clipper Park Rd Baltimore, MD 21211 DUNS: 195209788 CAGE Code: 1KMF6	Kevin Nunnery 919-815-2309	Stream restoration	$3,000	2.5%	N/A	No
				%		
				%		
				%		

TOTAL: $15,000

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

Business Name: Thomas & Hutton

Representative Name / Title: William Lamb, PE / Project Manager

Date: September 13, 2018

Invoicing Procedure: Exhibit E

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated

point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Water Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

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Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: September 13, 2018

Mentor: Thomas & Hutton

Protégé: Highfill Infrastructure Engineering, PC

Project Contract Amount: $119,660.00

Project Number: RFQ004-17-18-SL (SD 8013)

Project Name: Eightmile Branch Evaluation and Flood Study

Duration of the Project: 9 months (Phase 1)

Protégé Amount: $12,000 (Phase 1)

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project? *Address contractual relationship, general roles and informal teaming arrangements.*

Thomas & Hutton and Highfill Infrastructure Engineering, PC (Highfill) will set up a subcontract agreement for Protégé services related to this project. Since Highfill's strength is in infrastructure and utility design, Thomas & Hutton will utilize their input during the Preliminary Planning, Investigation, Engineering and Alternatives Analysis Phase of the project to ensure that utility conflicts, relocations, costs, and logistics are considered during the preliminary design, while including Highfill in the hydrologic and hydraulic analysis discussions.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

This project will offer Highfill an opportunity to work on a large-scale stormwater capital improvement project, which will likely involve the relocation of certain utilities, where conflicts exist. Since Highfill's goals are to expand their service offerings in the areas of municipal stormwater and water and wastewater distribution and collections systems to local and regional clients in South Carolina and increase gross revenue by 10% each year, this project will provide a significant contribution to those goals.

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3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

Additional local engineering staff, experience with local projects, exposure to civil design software for stormwater, water, and wastewater design, improving understanding of SC municipal and regional stormwater regulatory requirements, and market/client assessment are some of Highfill's goals for the MPP relationship with Thomas & Hutton. By incorporating Highfill into project meetings and the conceptual design process, they will gain experience in local design work and client relationships and improve exposure to relevant design software and SC stormwater regulations.

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.*

Mentor: William Lamb, PE, Rick Karkowski, PE, PH, CPSWQ, D.WRE, John Culbreath, PE, Hillary Aton, PE, Jessica Routt, PE, CFM, Jennifer Roach, PE, CFM, William Hymes, Joe Fersner, PE, Kyle Crager, PE, Kevin Smith, PE, CFM, LEED AP, and Kayla Kernich will provide services related to this project for Thomas & Hutton. Surveying equipment will be used as well.

Protégé: Ray Cox, PE and Laura Styles, PE will provide service related to this project for Highfill.

Subcontractors: Kevin Nunnery, Ph.D., LSS, LEED AP from Biohabitats, Inc. will provide additional input relating to stream restoration.

Special Arrangements: N/A

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:
General project administration and project management, field work, data collection, hydrologic and hydraulic modeling, stormwater cost estimating, design criteria, coordination meetings, and report writing.

b. Description of Protégé's responsibilities on project:
Review of design concepts for input into utility conflicts and relation requirements, input and review of stormwater design concepts, preliminary utility coordination, cost estimation for utility work, and input and review of the alternatives analysis and engineering report.

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c. Description of responsibilities that will be completed as a team:
Review and discussion of project alternatives to determine utility conflicts and relocations, design and constructability considerations, environmental and property impacts, and cost estimation.

6. **What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?**

"Phase 1," which includes Task 100-Evaluation and Design Phase Administration and Task 200-Preliminary Planning, Investigation, Engineering, and Alternatives Analysis, is expected to last for approximately 9 months. Highfill is expected to be utilized primarily from months 3 to 9 for "Phase 1". Although the scope of work and schedule for "Phase 2," which will include Task 300-Survey and Utility Mapping, Task 400-Geotechnical Investigation, and Task 500-Final Design, has not yet been determined (pending results of Phase 1), it is expected that Highfill will be used extensively for utility design during months 10 through 13.

7. **How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?**

The MPP team will review progress towards the MPP goals monthly during invoicing to track progress.

8. **What are the team's specific, quantitative goals and milestones for the current project?**

Gain experience in stormwater and utility engineering in Columbia, SC, gain exposure to civil design software, improve understanding of local and SC stormwater regulatory requirements, assess the municipal engineering market and clients in SC, expand resume for local engineering work, and increase gross revenue by 10% a year in SC.

9. **Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

Thomas & Hutton and Highfill will meet or hold a conference call monthly during the invoicing process to update the project status and track progress towards meeting goals.

10. **Define payment schedule and financial terms identifying milestones for initial, progress and final payments.**

Highfill should provide Thomas & Hutton with monthly invoices for work performed under the contract up to the agreed upon amounts.

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Biohabitats, Inc.	919-815-2309	7904 Hillburn Drive Raleigh, NC 27613	Thomas & Hutton	$3,000		3%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: $12,000

Percentage of Contract: 10% (Phase 1)*
*Note: Due to the nature of the scope of work for Phase 1 (Tasks 100 and 200), Protégé's participation will be lower than 20%. However, additional utilization of Protégé on future Tasks 300 – 800 will ensure that the 20% Protégé participation goal is met for the overall project.

(Minimum of 20% of total contract amount is required)

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by THOMAS & HUTTON (Mentor Firm) this 18th day of SEPT 2018.
Corporate SEAL

By: LISA B. MUZEKARI, PE
Title: DEPARTMENT MANAGER

ATTEST:
By: WILLIAM LAMB, JR.
Title: PROJECT MANAGER

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING
No. C00285
CERTIFICATE OF AUTHORIZATION

EXECUTED by HIGHFILL (Protégé Firm) this 18th day of Sept, 2018.
Corporate SEAL
By: J. Ray Cox, PE
Title: Vice President

ATTEST:
By: Allison I. Andrews
Title: Communications Coordinator

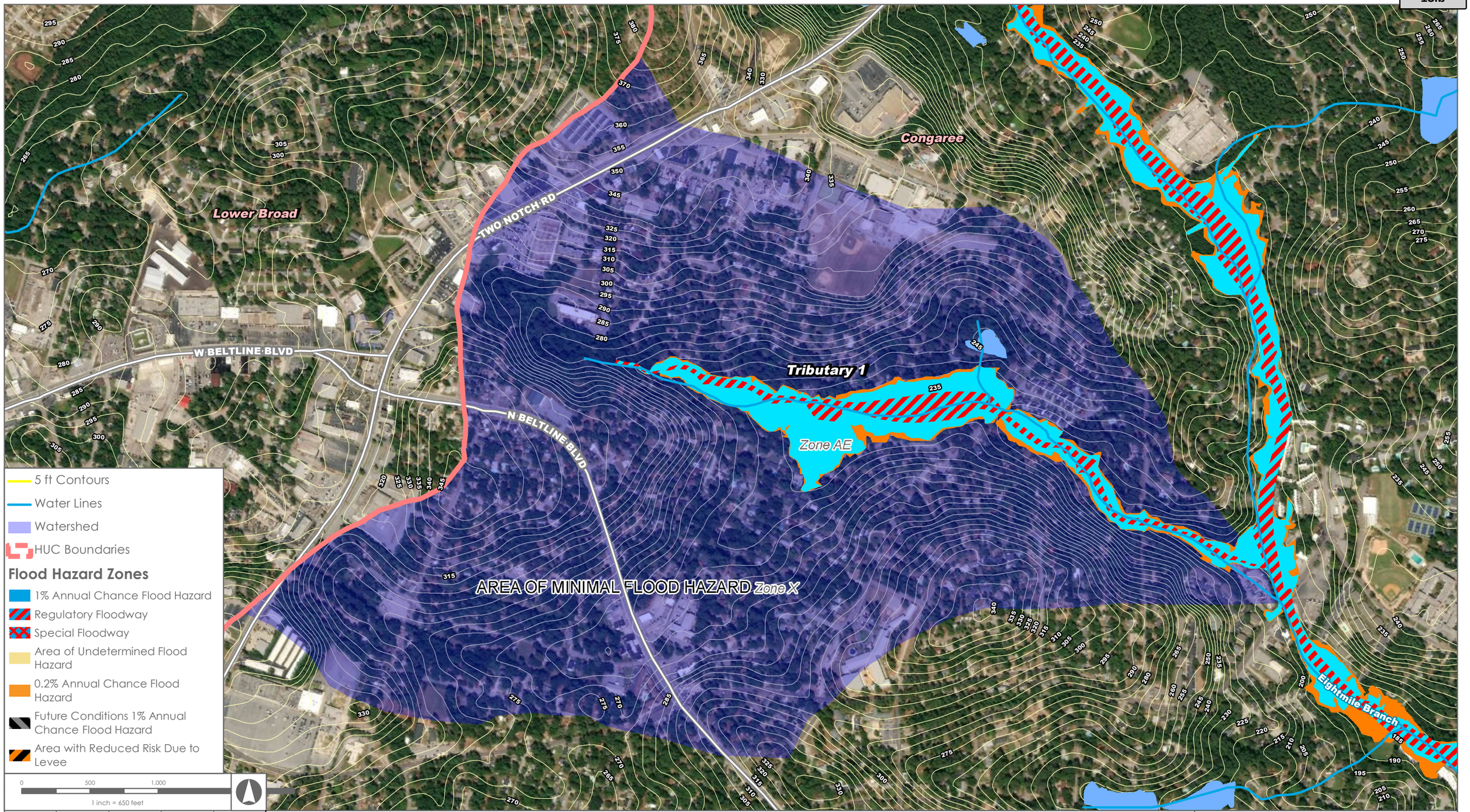
HIGHFILL INFRASTRUCTURE ENGINEERING P.C.
CORPORATE SEAL 2004
NORTH CAROLINA

SOUTH CAROLINA
HIGHFILL INFRASTRUCTURE ENGINEERING PC
No. 4823
CERTIFICATE OF AUTHORIZATION

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 20th day of September, 2018.

By: Ayesha Driggers
Title: Compliance Administrator



Job Num: J-0	Produced: 7/3/2018	Produced By: MAD	Modified: 7/3/2018	Modified By:
File: V:\J-0_BusDev\WilliamLamb\Eightmile\Tributary1_2017_11X17L.mxd				Vertical Datum: -

Thomas & Hutton compiled the map information from the following sources:

Data	Source	Date
Aerial	ESRI	2017
FEMA	FEMA	2018
Watershed Boundaries - 8 Digit	USGS	2016
Roads	SCDOT	2018
Hydrography	USGS	2017

DISCLAIMER
Where Thomas & Hutton is cited as the data source, the firm has created or verified the data. For all other sources cited, Thomas & Hutton used the data "as is," has made no independent investigation of the data, and makes no representation as to the accuracy or completeness of the data. Please see each source for available documentation of its respective datasets.
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Eightmile Branch

Richland County, South Carolina

Tributary 1

THOMAS & HUTTON
1501 MAIN STREET • SUITE 760
COLUMBIA, SC 29201 • 803.451.6789
WWW.THOMASANDHUTTON.COM
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We Are Columbia

MEETING DATE:	**November 6, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Project SS7433; Sewer Relocations at 1878 Cunningham Road, 1336 Johnson Avenue, and 1037 Cramer Drive, as requested by Columbia Water. Award to Chao and Associates, a Minority Business Enterprise in the amount of $119,775.00. This firm is located in Columbia, SC.**
PURPOSE:	**This is a Clean Water 2020 Program Project and a Protégé Only Project.**
REQUISITION NO.:	**R192220**
FINANCIAL IMPACT:	**Funding Source: SS728801 – Unforeseen & Miscellaneous Sewer Projects. The original budgeted amount is $119,775.00.**
ORIGINAL BUDGET:	**$119,775.00**
BUSINESS PROGRAM:	**Protege Only Project**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Provide high quality municipal services**

The above referenced Agreement is to compensate the Consultant for providing technical engineering support for relocating three separate sewers (existing) with new sewers in new alignments or rehabilitating. The services being provided will encompass the following:

Task 100 -Evaluation and Design Phase Project Management and Administration

Task 200 - Sewer Assessment Review and Preliminary Design Report

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation (If Required)

Task 500 - Rehabilitation/Repair/Relocation Final Design

Task 600 - Permits & Property (As necessary)

Task 700 - Project Bidding

Task 800 - Engineering Services During Construction

Task 900 - Full Time Construction Inspection (Not Applicable)

Task 1000 - Project Close-out

Task 1100 - Miscellaneous tasks authorized by the City prior to proceeding

Services to be performed will impact City Council District 1 as well as areas outside City Council Districts. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Chao.2018.CunninghamJohnsonCramer.SS7433.agr.nj (PDF)
- #b: Exihibit 1B - Cramer Drive Sewer Relocation (PDF)
- #c: Exhibit 1 - 1878 Cunningham Rd (PDF)
- #d: Exhibit 1A - 1336 Johnson Ave (PDF)

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is being awarded under procurement method RFQ0011-16-17-NMJ Major/Minor Wastewater Collection System Projects.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Chao and Associates, (hereinafter referred to as the "Consultant"), to provide technical engineering support for relocating three separate sewers (existing) with new sewers in new alignments or rehabilitating.

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

I. Scope of Services

Upon written notification by the City to proceed, the Consultant shall complete 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.

II. 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.

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of 17 months, or at such time total compensation provided for herein is reached, whichever is later.

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

the initial term or any additional term.

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Nineteen Thousand, Seven Hundred Seventy-Five Dollars and No/100 ($119,775.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto. Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction

or his/her designee.

4. The 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 Consultant's 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 Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

VI. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. This is a *Protégé Only* 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 Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

VII. Indemnification and Insurance

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($1,000,000) per occurrence, and Two Million Dollars and no/100 ($2,000,000) 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.

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall hold harmless, defend and indemnify the City, its employees and officers, against any and all claims, causes of actions, cost, expenses (including reasonable attorneys' fees), liabilities, fines, or damages (collectively, "Losses"), arising out of or in connection with any (i) negligent act or omission, or intentional misconduct, on the part of the Consultant or any person or entity under the Consultant's control in the performance of the Consultant's obligations under this Contract, or (b) breach by Consultant or any person or entity under Consultant's control of any of its representations, covenant or agreement contained in this Contract.

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

VIII. Permits and Licenses

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

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

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

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

IX. Duties Upon Termination

At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's 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.

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all

of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

XI. Termination of Agreement

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

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

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

C. Force Majeure;

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

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

F. By mutual agreement.

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

XII. Ownership of Project Documents

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

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia,

1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Chao and Associates, 7 Clusters Court, Columbia, SC 29210.

XIV. Consent Decree (Not Applicable)

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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 Agreement 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 Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's 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 C 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 Consultant's failure to perform pursuant to the Agreement.

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

XV. Miscellaneous

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

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

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

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

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

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

I. This Agreement is subject to City Council approval.

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 services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

CHAO AND ASSOCIATES

C. Jimmy Chao, President	Chimin J Chao	**Date:** 10/9/2018
Print: Name/Title	**Signature**	

Recommended by:

_____
Joseph D. Jaco, P.E., Director of Utility Operations

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC

M:Drive/ Chao& Associates.2018.CunninghamandCramerDrive.SS7433.agr.nj.doc

EXHIBITS FOR SS7433

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Project Schedule

Exhibit D – Subconsultant Form

Exhibit E – Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

CHAO AND ASSOCIATES, INC.
CONSULTING ENGINEERS

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SS7433
1878 Cunningham Road, 1336 Johnson Ave. and 1037 Cramer Dr. Area Sewer Relocations

The services performed by Chao & Associates (Consultant) as a part of this project include providing technical engineering support to the City of Columbia (City) for relocating the three separate sewers (existing) with new sewers in new alignments or rehabilitating. The existing pipe conditions and its location are as follows:

- 1878 Cunningham Road. Sewer line between the Manhole (MH A-13)17682 and (MH A-12)17683. The existing gravity sewer is misaligned, exposed and in imminent danger of collapse. It would be best to remove the line from the creek except for the creek crossing.

- 1336 Johnson Ave. The sewer has multiple breaks/cracks and large holes and it needs to be replaced (Exhibit 1A). The existing pipe is also too close to an existing home and the City would like to relocate it away from the home, which may require an additional manhole.

- 1037 Cramer Drive. The sewer between two Manholes 10551MH and 10550MH is too close to an existing creek and does not have enough cover due erosion over the years (Exhibit 1B). The City would like to relocate it away from the creek.

The City has gathered and shared the following information with the Consultant.

1. Survey (AutoCAD file) of existing MHs including rim and invert elevations and limits of survey as shown in Exhibits,
2. CCTV video of the existing sewer from Johnson Avenue to Glendon Road,
3. As-built information of the sewers, and
4. Photos in the vicinity of the project area.

In this scope and all associated attachments, the City and OWNER are synonymous. The term Consultant refers to the firm performing the field services (Engineer or Subconsultant) during the study and design phase. Contractor refers to the construction contractor during the construction phase in this scope. These three projects are to be designed and constructed at the same time by one contractor and if any single project is delayed through no fault of the Engineer then the Engineer will be entitled additional compensation.

Task 100 –Evaluation and Design Phase Project Management and Administration

110 General Project Administration

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

- Communicate with the City through a single point of contact, the Consultant's Project Manager.
- For Tasks 100 through 700, provide monthly schedule updates to the City. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the City for review. The project schedule shall be created in MS Project. The initial detailed project schedule shall be reviewed by the City before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the City for review shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint.
- For Tasks 100 through 700 and with each monthly progress report, Consultant shall submit and load to SharePoint a Work Summary spreadsheet that the City will use to report to Cityworks® on areas that have been inspected or rehabilitated. A comprehensive list is to be provided identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.) during the preceding month. A sample Work Summary template will be provided by the City.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants meets these procedures prior to issuance of all deliverables.

120 Coordination Meetings

- Throughout the project, the Consultant will maintain regular contact with City staff. This scope includes a kickoff meeting at the beginning of the project and 12 monthly progress meetings during the execution of Tasks 100 through 700 and includes a 30 and 90 Percent Design Review Meeting. The Consultant will issue meeting minutes for each meeting during Tasks 100 through 700. At the project milestones (30 and 90 percent), the Consultant will compile all comments received during the previous month and respond with one consolidated set of comments to the City using the City's Standard Comment Form. Responses to the comments will be checked for acceptance by individual reviewers before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the City for final review and approval. Revisions to the drawings will subsequently be made to incorporate the City's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30 and 90 percent and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to

SharePoint unless otherwise specified. Milestone checklists will be used by the City's review team during the design review meetings. A copy of these checklists will be provided by the City.

130 Project Management & Coordination with the CITY

- Consultant will use SharePoint, a web-based document storage, sharing, and controls website currently in use by the City, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, and all other design and management aspects. All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

140 Public Outreach

- The Consultant shall be responsible for the implementation of the City's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. Consultant shall attend one public meeting referred as "Quarterly Drop-in" that will occur at the City Hall, approximately at the 90 percent design milestone. Consultant shall prepare design technical documents and materials for the meeting, including draft design plans. Consultant shall also have a computer with data accessible to show project area mapping (CCTV videos, zoom camera videos, photos, etc. of the project area, if applicable) and will show the information upon request at the meeting.

Task 200 - Sewer Assessment Review and Preliminary Design Report

210 Develop Recommendations

- The recommended relocation approach shall be determined based on all available information. The Consultant is to evaluate all applicable options and make recommendations based on cost and other factors such as long-term operation and maintenance, community impacts, existing or new easements, etc.

- Cost estimates of all alternatives shall be prepared along with a conceptual design level cost estimate for the recommended plan. A recommended implementation schedule shall also be prepared. This task includes a meeting to review the recommended rehabilitation approach.

- The Consultant will work closely with the City to determine the available budget for sewer relocation.

220 Preliminary Regulatory Agency Coordination and Meetings

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

230 Preliminary Utility Coordination and Meetings

- Upon selection of final route, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.

- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

240 Preliminary Design Report (30% design submittal)

The Consultant shall prepare a Preliminary Design Report (PDR) summarizing all work completed and outlining the recommended plan. The Consultant will submit a draft PDR to the City and attend a meeting to discuss the City's comments. Following the meeting, the Consultant shall incorporate the City's comments and finalize the report. This submittal is considered the 30 percent design and this meeting is considered the 30 Percent Design Review Meeting.

Consultant shall identify all required easements as part of the PDR and provide updates monthly after this meeting.

The PDR should also include a conceptual level cost estimate of the recommended plan. At a minimum, the PDR should consist of the following sections:

- **Section 1 – Background and Purpose**
  - Describes the study area, background, and project objectives
- **Section 2 – Alternative Analysis and Route Selection**
  - Consultant will identify all applicable alternatives for the relocation of the sewer and conduct alternative analysis. Consultant will recommend an alternative that meets the project objective within the existing easement or obtaining new easement. For example, relocate the new gravity line within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.

- Replace or rehabilitate the existing gravity in place via pipe bursting or cured-in-place pipe lining (if applicable).

- **Section 3 – Costs**
  - Contains all alternative cost estimates as well as the cost estimate of the recommended plan
  - Describes assumptions used to develop the costs

- **Section 4 – Recommendations and Next Steps**
  - Provide a discussion of the next steps including any necessary permits and easements. Consultant's surveyor will survey, research, plat, and prepare easement descriptions for required permanent easements that will be required to construct the proposed sewer line. Exhibits shall be prepared in accordance with the standards of the City for recording. This Scope of Services is based on preparing 16 easement exhibits.

Task 300 - Survey and Utility Mapping

- Provide a discussion for any additional survey other than City provided survey information and as well as any required geotechnical investigations (under Task 400 – Geotechnical Investigations). If additional survey is required, the Consultant shall:
  - Coordinate with City to send survey notification letters. Consultant to provide addresses and property owners.
  - All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods to the City.

Task 400 – Geotechnical Investigation (If Required)

The Consultant should provide a discussion if additional geotechnical investigations is required for the completion of the design. Geotechnical investigation should include an evaluation for potential rock within the trench depth and a high groundwater table in the trench.

Task 500 – Rehabilitation/Repair/Relocation Final Design

Upon approval of the PDR, the Consultant will prepare the Contract Documents (design drawings and specifications) for the construction of the recommended plan. The design drawings will be survey-grade plans along with all required details. Consultant will also provide all necessary permit applications (see Task 540). It is assumed that work will be implemented under a single construction contract.

510 <u>Roadway Coordination (City, Town, County, State, Federal)</u>

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new transmission line within the roadway rights-of-way.

- Consultant will coordinate final design with the requirements of all roadway encroachment permits.

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to this project.

530 Project Plans and Specifications

- Consultant will be responsible for the submittal of plans and specifications for 90 percent, draft Final and Final Bid Set which shall meet the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Plan sheets – Sheets shall be 24-inch by 36-inch and contain plan views showing the required work with an aerial background (or survey background) and be detailed enough to show all pertinent field conditions. Houses and streets shall be labeled. The sheets shall also contain tables of necessary information such as pipeline rehabilitation method, diameter, material, stationing of any point repairs, stationing of any lateral rehabilitation, and manhole rehabilitation method.
4. Traffic Control Plans
5. Sewer Installation Details

Specifications

Standard specifications will be provided by the City. The Consultant shall provide a list of specifications needed at the 30% milestone and drafts of all specification sections at the 90% milestone.

The Consultant will be expected to:

1. Modify the City Standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the City Standard Division 2 specification sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
3. Modify the City Standard Division 1 specification sections to accommodate the work and take full responsibility for all content of each section.
4. Provide all required Division 0 specification sections including Special Provisions, Bid Advertisement, Contract, etc.

540 Regulatory Agency Coordination & Permitting

- This scope assumes that permit applications are prepared by the Consultant and submitted on behalf of the City. Consultant will contact and meet as necessary with City, County, State, and Federal regulatory agencies to determine design parameters and comply with regulatory requirements for the construction of the relocated sewer line.

- Potential agencies are:

  - South Carolina Department of Health and Environmental Control
  - US Corps of Engineers – Wetlands
  - City of Columbia – Stormwater & Utilities
  - City of Columbia – Streets Division
  - South Carolina Department of Transportation

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 90- and 100-percent plan reviews.

560 Design Reviews

- Consultant will provide the City with copies of plans and specifications for the Project for review and approval at the thirty (30%) (preliminary) and ninety (90%) percent and bid-ready level (100%) completion milestones. Consultant will meet with the City during these milestones (coinciding with the monthly progress meetings) to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the City by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- It is assumed that standard traffic control details will be included in the design documents and that the Contractor will be required to develop detailed traffic control plans if necessary.

- The Consultant shall estimate the area of disturbance and when the area of disturbance exceeds the threshold limit established by jurisdictional entity. The Consultant is responsible for obtaining related permits to the land disturbance activities.

Task 600 – Permits & Property (As necessary)

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 240 above.

- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County.

- This scope assumes the CITY staff will obtain and execute all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.

- Easement preparation will begin at the 30-percent phase and shall be submitted to the City in a timely manner as routes are confirmed so the City may begin the process of obtaining the easements.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for all fees.

- Land Disturbance/Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant, will prepare a Stormwater Pollution Prevention Plan (SWPPP) and NOI application for submittal and approval by the City of Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY. The CITY is responsible for all fees associated with the NOI approval process.

- Wetlands Permit: This scope assumes wetland delineation and mitigation will be required. Consultant will delineate wetlands and upon CITY approval of the thirty (30%) percent completion documents, Consultant will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for all fees.

- Roadway Encroachment Permits: This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish

the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for all fees.

- Railroad Permits: This scope DOES NOT include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

Task 700 – Project Bidding

710 Bidding Assistance

- The Consultant shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and making a recommendation to award, and preparing Contract Documents for signature.

- Conformed documents incorporating all addenda items issued are also the responsibility of the Consultant.

- It is assumed that the duration of the Bid Period will be six weeks and that the City will be distributing the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

720 Award Recommendation

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

Task 800 – Engineering Services During Construction

- Consultant will assist the City with contract administration and private part-time observation of the construction work. It is anticipated that the construction period will be 4 months, 90 days for substantial completion and 30 days for final completion for a total construction duration of 120 days.

- The Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the Consultant shall not supervise, direct or have control over Contractor's work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractors, or for any failure of the Contractors' compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractors.

810 Administration of Construction Contract

As part of general administration of the construction contract, the Consultant will consult with and advise the City and act as its representative during the construction period. The Consultant will provide contract administration and general services required for the Project, including:

- As City's representative for the duration of the construction contract, all communications to and from the contractor shall go through the Consultant. On behalf of the City, the Consultant shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City;
- Prior to pre-construction meeting, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;
- Hold a pre-construction meeting and monthly progress meetings that address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and 4 monthly progress meetings are budgeted.
- Consultant to document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables etc. The Consultant may place a portion of the burden on the CONTRACTOR through the construction documents, but the Consultant is ultimately responsible in ensuring that all documents are loaded. Consultant is responsible for ensuring that all documents loaded are in final approved format. All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out PDF documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- Consultant shall submit a Work Summary spreadsheet that the City will use to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly pay application by the CONTRACTOR. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaning, lining, etc.). A sample

Work Summary template will be provided by the City for this spreadsheet. The Consultant may place a portion of the burden on the CONTRACTOR through the construction documents, but the Consultant is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. Consultant shall check the Work Summary monthly against the pay items for that month for accuracy.

820 Submittal & Review of Applications for Payment

- Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the Consultant will determine the amounts payable to Contractor on a monthly basis. The Consultant will then recommend by email to the City, payments reasonably due to Contractor.

- The Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.

- The Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- Work Change Directives will be issued to document required work not contained in the contract documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

830 Change Orders and Time Extensions

- The Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the City/Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the Consultant. Upon receipt of a requested change order, the Consultant will review it in detail and then discuss it with the City, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the City or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and

time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

840 Quality Assurance Testing

- The Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. Consultant is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

850 Site Visits and Observations by Engineer

- The Consultant shall provide site visits to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the Consultant's visits, the Consultant shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.

Task 900 – Full Time Construction Inspection (Not Applicable)

Task 1000 – Project Close-out

1010 Record Drawings

- Consultant will field survey and prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format compatible to the CITY's GIS system.

1020 Punch List and Final Inspections

- The Consultant will conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The Consultant will conduct one final inspection to determine if the work is acceptable so that the Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. The Consultant will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the Consultant.

1030 O&M Submittal (Not Applicable for this project)

1040 Digital Information Submittal (See 1010 above)

1050 Final Notice of Acceptability of Work

- At the conclusion of the project, the Consultant will receive, review and transmit to the City with written comments all guarantees, bonds, and certificates that are required by the Contract Documents. ALL database submittals shall meet the City's formatting and naming requirements and include all fields defined by the City. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded by the City to SharePoint.

Task 1100 – Miscellaneous tasks authorized by the City prior to proceeding

1110 Meetings

- Meetings requested by the City outside the scope of the current project.

1120 Site visits

- Site visits outside the scope of the current project.

1130 Design

- Design outside the scope of the current project.

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7433
1878 Cunningham Road, 1336 Johnson Ave. and 1037 Cramer Drive Area Sewer Relocation

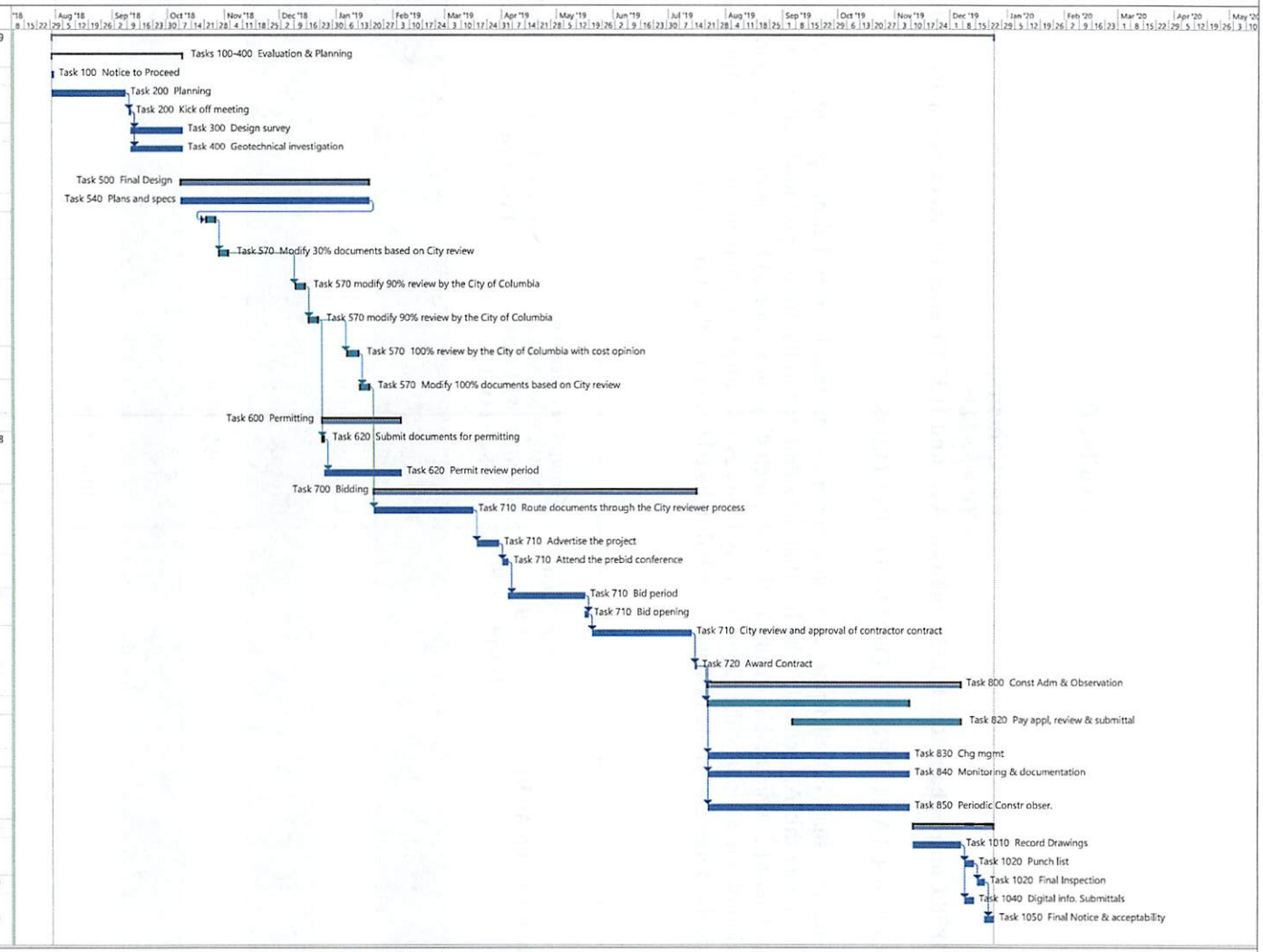
Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $119,775.00. This includes $84,200.00 of lump sum tasks, as well as $34,690.00 of hourly tasks and $885.00 for expenses as used. 6 easement exhibits are estimated for this project. Lump Sum and Hourly tasks are clearly labeled in the chart below. Spreadsheet is available upon request.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Hours	Subconsultants	Total
100	Evaluation & Design			$8,560.00
200	Sewer Assessment			$11,700.00
300	Survey & Utility Mapping			$10,920.00
400	Geotechnical Investigation			$11,000.00
500	Final Design			$20,830.00
600	Permits & property			$4,660.00
700	Bidding			$5,610.00
800	Services during Constr. (hrly)	202		$24,130.00
900	Full time inspection (N/A)			N/A
1000	Project Closeout			$10,920.00
1100	Add services (req. by City)(hrly)	72		$10,560.00
	Expenses: mileage, prints, etc			$885.00
	Total of Contract			**$119,775.00**

EXHIBIT C
City of Columbia
July 6, 2018 CIP # SS7433
1878 Cunningham Road, Johnson Ave. and Cramer Drive Area Sewer Relocation
Schedule - Gantt Chart

ID	Task Mode	Task Name	Duration	Start	Finish
0		**Cunningham Sewer Relocation**	367 days?	Mon 7/30/18	Tue 12/24/19
1		**Tasks 100-400 Evaluation & Planning**	51 days	Mon 7/30/18	Mon 10/8/18
2		Task 100 Notice to Proceed	1 day	Mon 7/30/18	Mon 7/30/18
3		Task 200 Planning	30 days	Mon 7/30/18	Fri 9/7/18
4		Task 200 Kick off meeting	1 day	Mon 9/10/18	Mon 9/10/18
5		*Task 300 Design survey*	*20 days*	*Tue 9/11/18*	*Mon 10/8/18*
6		Task 400 Geotechnical investigation	20 days	Tue 9/11/18	Mon 10/8/18
7		**Task 500 Final Design**	75 days	Mon 10/8/18	Fri 1/18/19
8		Task 540 Plans and specs	75 days	Mon 10/8/18	Fri 1/18/19
9		Task 570 30% review by the City of Columbia	5 days	Mon 10/22/18	Fri 10/26/18
10		Task 570 Modify 30% documents based on City review	5 days	Mon 10/29/18	Fri 11/2/18
11		Task 570 modify 90% review by the City of Columbia	5 days	Mon 12/10/18	Fri 12/14/18
12		Task 570 modify 90% review by the City of Columbia	5 days	Mon 12/17/18	Fri 12/21/18
13		Task 570 100% review by the City of Columbia with cost opinion	6 days	Mon 1/7/19	Sat 1/12/19
14		Task 570 Modify 100% documents based on City review	5 days	Mon 1/14/19	Fri 1/18/19
15		**Task 600 Permitting**	31 days	Mon 12/24/18	Mon 2/4/19
16		Task 620 Submit documents for permitting	1 day	Mon 12/24/18	Mon 12/24/18
17		Task 620 Permit review period	30 days	Tue 12/25/18	Mon 2/4/19
18		**Task 700 Bidding**	126 days	Mon 1/21/19	Mon 7/15/19
19		Task 710 Route documents through the City reviewer process	40 days	Mon 1/21/19	Fri 3/15/19
20		Task 710 Advertise the project	10 days	Mon 3/18/19	Fri 3/29/19
21		Task 710 Attend the prebid conference	3 days	Mon 4/1/19	Wed 4/3/19
22		Task 710 Bid period	30 days	Thu 4/4/19	Wed 5/15/19
23		Task 710 Bid opening	2 days	Thu 5/16/19	Fri 5/17/19
24		Task 710 City review and approval of contractor contract	40 days	Mon 5/20/19	Fri 7/12/19
25		Task 720 Award Contract	1 day	Mon 7/15/19	Mon 7/15/19
26		**Task 800 Const Adm & Observation**	100 days	Mon 7/22/19	Fri 12/6/19
27		Task 810 Adm of constr. contract	80 days	Mon 7/22/19	Fri 11/8/19
28		Task 820 Pay appl, review & submittal	66 days	Fri 9/6/19	Fri 12/6/19
29		Task 830 Chg mgmt	80 days	Mon 7/22/19	Fri 11/8/19
30		Task 840 Monitoring & documentation	80 days	Mon 7/22/19	Fri 11/8/19
31		Task 850 Periodic Constr obser.	80 days	Mon 7/22/19	Fri 11/8/19
32		**Project Closeout**	32 days	Mon 11/11/19	Tue 12/24/19
33		Task 1010 Record Drawings	20 days	Mon 11/11/19	Fri 12/6/19
34		Task 1020 Punch list	5 days	Mon 12/9/19	Fri 12/13/19
35		Task 1020 Final Inspection	4 days	Mon 12/16/19	Thu 12/19/19
36		Task 1040 Digital info. Submittals	5 days	Mon 12/9/19	Fri 12/13/19
37		Task 1050 Final Notice & acceptability	3 days	Fri 12/20/19	Tue 12/24/19



Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

Date: Mon 7/9/18

Exhibit D

City of Columbia
CIP # SS7433
1878 Cunningham Road, 1336 Johnson Ave. and 1037 Cramer Dr. Area Sewer Relocations

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
None		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

CITY OF COLUMBIA

We Are Columbia

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM
Implementation Plan- Protégé Project

Project Type: Protégé Only or Protégé Lead (Circle One)

Project Number: SS7433

Date: August 17, 2018

Project Name: 1878 Cunningham Road, 1336 Johnson Avenue, 1037 Cramer Drive

Protégé: Chao and Associates, Inc.

Duration of the Project: 17 months

Mentor: N/A

Protégé Amount: $119,775

Project Contract Amount: $119,775

*If Protégé Lead project, a minimum 51% of contract to Protege.

Statement of Commitment: The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

1. What skills has the Protégé learned from their Mentor that will be utilized on this project?

Project documentation management and SharePoint reporting as required for Cleanwater 2020.

2. What specific goals and milestones do you have for this project?

Our goal is to provide quality deliverables to the City on time and within budget. Our quality control to include tracking our actual hours against the budgets and schedules for reference checking on future projects.

3. List proposed manpower and resources required for the project. List primary point of contact.

Senior Associate: Gerald A. Lee, PE
Project Engineer: James Futter, PE, PLS (primary POC)
Land Surveyor: Aaron Brooks, Survey Crew: Mike Wagner and Cliff Epps
Senior CAD Technician: Ted Seif

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4. What is the anticipated duration (in months) of each major phase of the project?

Planning	2 months
Final Design and permitting	5 months
Construction Adm & Obs	8 months
Closeout	2 months
	17 months

5. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE
N/A					

6. What capacity will the Mentor be used on this project?

N/A

7. List bonding capacity and insurance coverage, etc. (if applicable)

Workers Compensation:	$1,000,000
General Liability:	$1,000,000 each occurrence
	$2,000,000 aggregate
Automobile:	$ 500,000 each occurrence

CITY OF COLUMBIA

We Are Columbia

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

8. Do you currently have your WL or WP License (if applicable)?

N/A

9. Other Comments.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Chao and Associates, Inc. (Protege Firm) this 5 day of September 2018.
Corporate SEAL

By: _____
Title: President

ATTEST:
By: _____
Title: Director of Civil Engineering

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 6th day of September, 2018.

By: Aysha Dispous
Title: Compliance Administrator

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

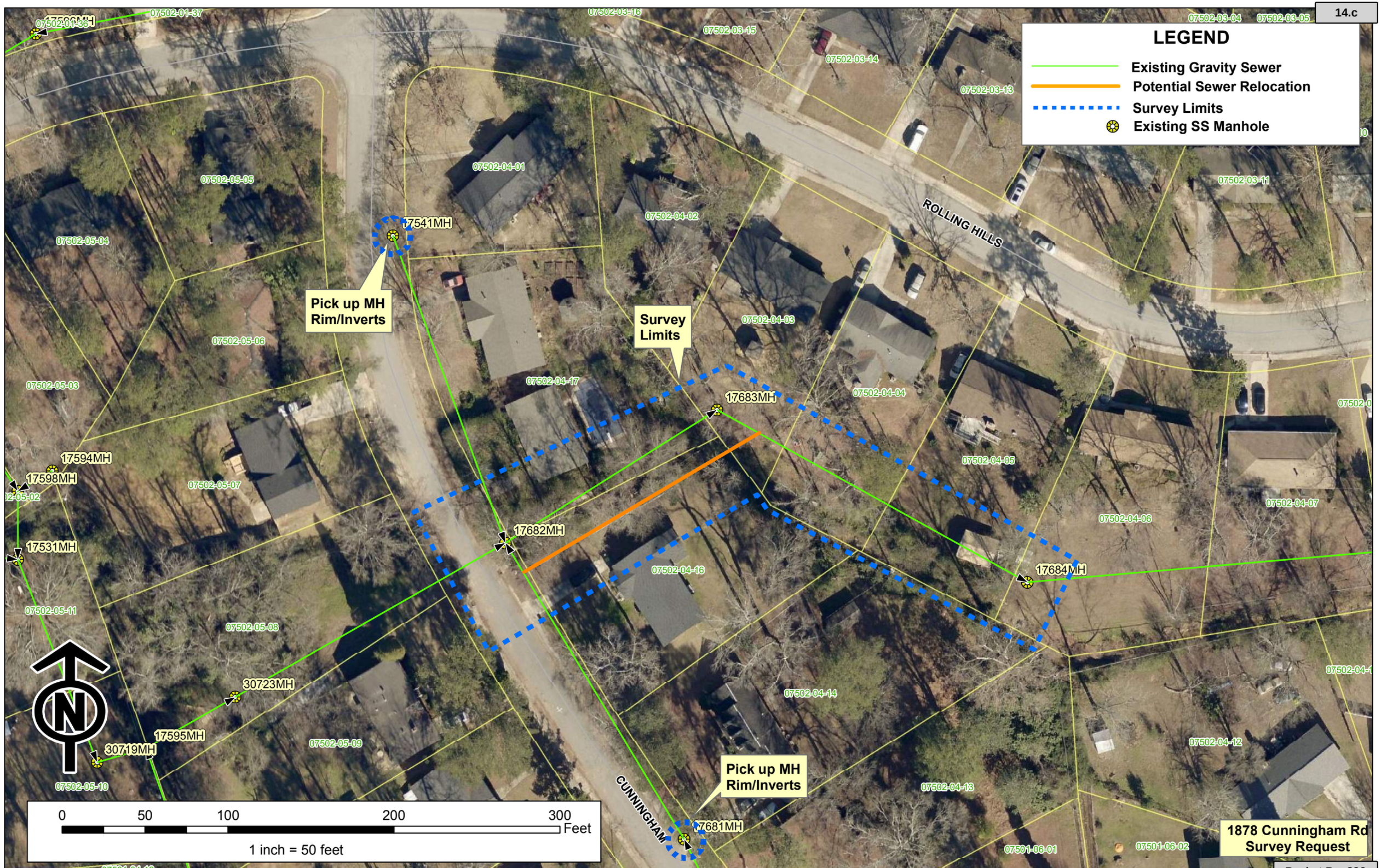
_____
Print Name

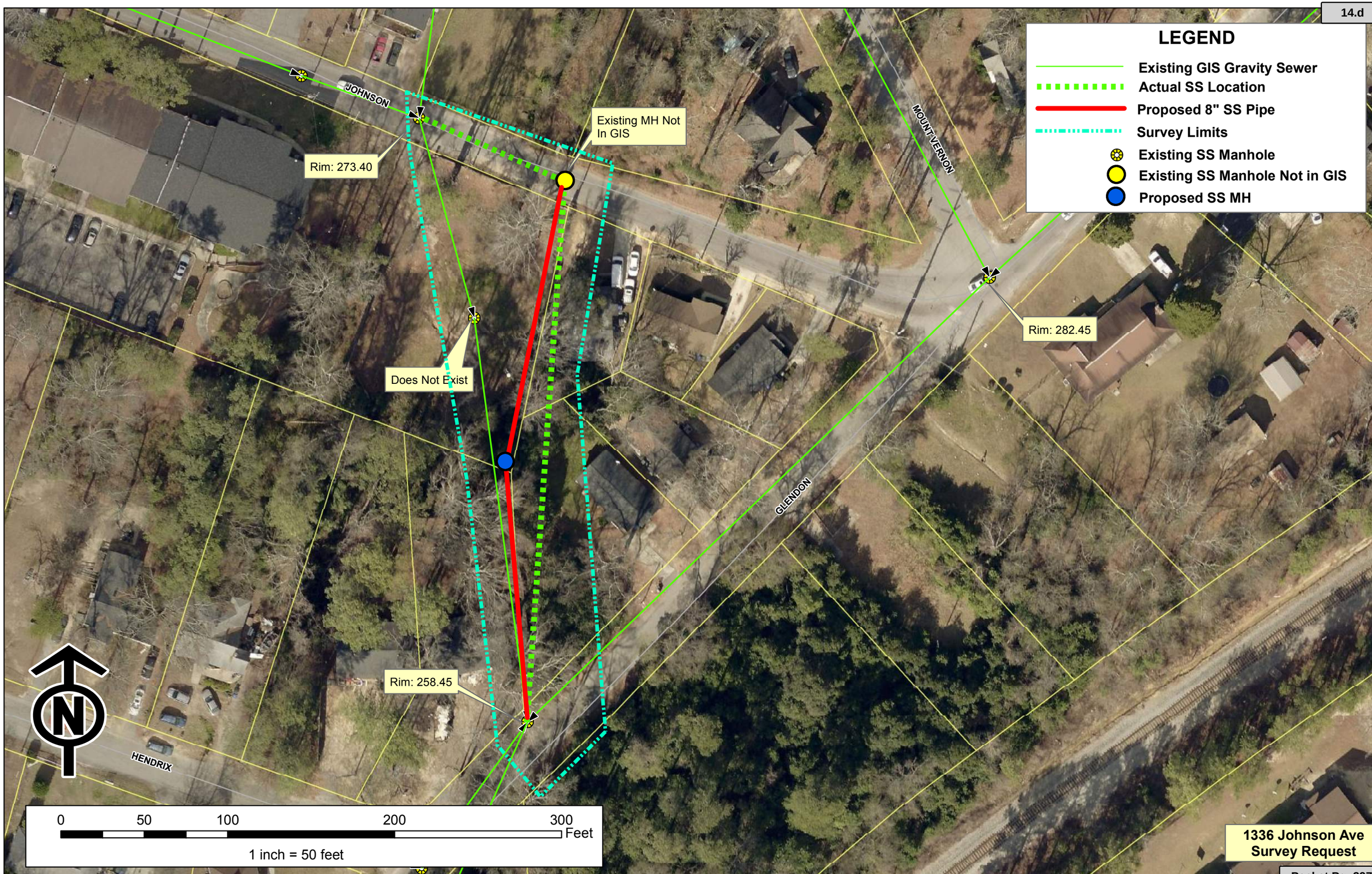
Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

Cramer Dr
Survey Request


LEGEND
Existing Gravity Sewer
Potential Sewer Relocation
Survey Limits
Existing SS Manhole
ROLLING HILLS
CUNNINGHAM
Pick up MH
Rim/Inverts
Survey
Limits
Pick up MH
Rim/Inverts
17541MH
17683MH
17682MH
17684MH
17681MH
17594MH
17598MH
17531MH
30723MH
17595MH
30719MH
07502-01-37
07502-03-16
07502-03-15
07502-03-14
07502-03-13
07502-03-04
07502-03-05
07502-03-11
07502-04-01
07502-04-02
07502-04-03
07502-04-04
07502-04-05
07502-04-06
07502-04-07
07502-04-16
07502-04-14
07502-04-13
07502-04-12
07502-05-05
07502-05-04
07502-05-06
07502-05-03
07502-05-07
07502-05-11
07502-05-08
07502-05-09
07502-05-10
07501-06-01
07501-06-02
07501-04-12
0
50
100
200
300
Feet
1 inch = 50 feet
1878 Cunningham Rd
Survey Request


LEGEND
Existing GIS Gravity Sewer
Actual SS Location
Proposed 8" SS Pipe
Survey Limits
Existing SS Manhole
Existing SS Manhole Not in GIS
Proposed SS MH
JOHNSON
MOUNT VERNON
GLENDON
HENDRIX
Existing MH Not In GIS
Rim: 273.40
Rim: 282.45
Does Not Exist
Rim: 258.45
N
0
50
100
200
300
Feet
1 inch = 50 feet
1336 Johnson Ave
Survey Request

We Are Columbia

MEETING DATE:	**November 6, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Project SD8434; Stream Restoration along Rocky Branch, as requested by Columbia Water. Award to Wood Environment & Infrastructure Solutions, Inc. in the amount of $242,613.00. This firm is located in Columbia, SC.**
PURPOSE:	**This is a Stormwater Improvement Project, a Clean Water 2020 Program Project, and a Mentor Protégé Program Project. Wood Environmental & Infrastructure Solutions, Inc. of Columbia, SC is the Mentor and will provide project management at 63.47% ($153,988.00) of the contract value. PACE Engineering Consultants, Inc. of Columbia, SC is the Protégé and will provide stormwater infrastructure, stormwater quality and floodplain assistance, and modeling services at 20% ($48,625.00) of the contract value.** **Sub-consultant Glenn Associates Surveying, Inc. of Jenkinsville, SC will provide surveying at 16.5% ($40,000) of the contract value.**
REQUISITION NO.:	**R193744**
FINANCIAL IMPACT:	**Funding Source: 549999-SD843401-658650 Strm Wtr Imp Cap Proj Control - Rocky Branch Stream Restoration - Capital Project Costs. The original budgeted amount is $250,000.00.**
ORIGINAL BUDGET:	**$500,000.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Provide high quality municipal services**

The above referenced Agreement is to compensate the Consultant for providing technical consulting support to the city for rehabilitation and stabilization of portions of Rocky Branch (main stem only). The services being provided will encompass the following:

Task 100-Evaluation and Design Phase Administration
Task 200- Preliminary Planning, Investigation, Engineering, and Alternative Analysis
Task 300- Survey and Utility Mapping .
Task 1100- Additional Services

Services to be performed will impact City Council Districts 2 and 3. The office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- **#a:** 2018 - Wood Environment & Infrastructure Solutions - Rocky Branch - Stream Restoration - SD8434 - (PDF)
- #b: Exhibit H - Location Map SD8434 Wood E&I (PDF)

We Are Columbia

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 004-17-18-SSL Stormwater Professional Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Wood Environment & Infrastructure Solutions, Inc., (hereinafter referred to as the "Consultant"), to providing technical consulting support to the City for rehabilitation and stabilization of portions of Rocky Branch (main stem only) 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 AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of 19 weeks, or at such time total compensation provided for herein is reached, whichever is later.

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

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

6. **COMPENSATION** – (See Exhibit B)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Forty-Two Thousand, Six Hundred Thirteen Dollars and No/100 ($242,613.00).

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

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

C. Invoicing Procedure: See Exhibit E

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

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

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 Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The 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 Consultant's 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 Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SBE Goals ___20.0__%
MBE ____%
WBE ____%
LSA ____%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/)
The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-

owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20.0%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit G.

8. INDEMNIFICATION & INSURANCE

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

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

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($1,000,000) per occurrence, and Two Million Dollars and no/100 ($2,000,000) 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.

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

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

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

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

9. PERMITS & LICENSES

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

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

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

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

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's 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 Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

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

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

    C. Force Majeure;

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

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

F. By mutual agreement.

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

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

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

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

City of Columbia
Name: Department of Procurement & Contracts
Address: 1800 Main Street, Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: N/A
Email: procurement@columbiasc.gov

Wood E&I
Name: Will Rector
Title: Project Manager
Address: 720 Gracern Road, Suite 132
Columbia, SC 29210
Phone: 803-798-1200
Fax: N/A
Email: william.rector@woodplc.com

16. **CONSENT DECREE** N/A

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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 Agreement 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 Consultant's possession or control that relate in any manner to the

Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's 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 C 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 Consultant's failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

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

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

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

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

I. This Agreement is subject to City Council approval.

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 services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion,

ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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

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

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

Wood Environment & Infrastructure Solutions, Inc.
RFQ 004-17-18-SSL
SD8434 Stream Restoration along Rocky Branch

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness	**Teresa Wilson, City Manager**	**Date:**

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. (WOOD E&I)

Andy Clark/Office Manager		**Date:** 10-29-2018
Print: Name/Title	**Signature**	

Recommended by:

Dana Higgins 2018.11.02 11:41:02 -04'00'

Dana Higgins, P.E., LEED AP Director of Engineering

11-2-18

Clint Shealy, P.E., Assistant City Manager for Columbia Water

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Exhibits for SD8434

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C – Project Schedule

Exhibit D – Subconsultant Form

Exhibit E – Invoicing Procedure Prompt Payment Affidavit

Exhibit F - Prompt Payment Affidavit

Exhibit G – MPP Implementation Plan

October 16, 2018

Ms. Andrea Bolling
Deputy Director of Engineering
Submitted via Email
City of Columbia
1136 Washington St.
Columbia, SC 29217

Subject: **Request for Proposal for**
Stormwater Professional Services
Stream Restoration along Rocky Branch (CIP # SD8434)
Wood Proposal No. PROPCOLM0328

Dear Ms. Bolling,

Wood Environment & Infrastructure Solutions, Inc. (Wood E&I), formerly Amec Foster Wheeler Environment & Infrastructure, Inc., is submitting this proposal in response to the City of Columbia's Request for Proposal (RFP) dated June 29, 2018. This proposal is for services related to the scope of work regarding Stream Restoration along Rocky Branch (CIP # SD8434).

PROJECT DESCRIPTION

Representatives from Wood Environment and Infrastructure Solutions, Inc. (Consultant), Will Rector and Allen Conger, met with representatives from the City of Columbia (CITY), Andrea Bolling and Wesley Harrison, on July 12, 2018 to discuss the scope of the project. A clarification email with scoping adjustments was also provided by the CITY on July 20, 2018. Based on the results the scoping meeting and clarification email, the services to be performed by Consultant as a part of this Scope of Service include providing technical consulting support to the CITY for rehabilitation and stabilization of portions of Rocky Branch (main stem only). The Project Area will start upstream at Martin Luther King Jr. Park, just west of Heidt Street, and extend downstream to the confluence with the Congaree River and will generally extend 50 feet from top of bank from both the left and right stream banks. The drainage area to the upstream side of Heidt Street is approximately 435 acres; while the drainage area to the confluence with the Congaree River is approximately 4.5 square miles.

SCOPE OF SERVICES

The scope of services are presented in the attached Exhibit A – Scope of Services.

PROJECT COST INFORMATION

The fee associated with this Scope of Services is presented in the attached Exhibit B – Compensation Form. This cost is based on the total area of the project and estimated time required to complete the above listed tasks. It includes travel, expenses, materials and labor, and is based on our Fee Schedule.

PROJECT TEAM and KEY PERSONNEL

The Team Members and Key Personnel identified in our Statement of Qualification for Stormwater Professional Services (RFQ004-17-18-SL), have not seen any major changes. If any major changes occur to our Team and/or Key Personnel assigned to this project, Wood E&I will notify the CITY within seven business days.

CLOSING

We appreciate the opportunity to provide this response to your Request for Proposal for your consideration. If you have any questions or need for additional information please contact Will Rector at 803-798-1200 or email william.rector@woodplc.com.

Wood Environment & Infrastructure Solutions, Inc.
720 Gracern Road, Suite 132
Columbia, South Carolina 29210
Tel: 803-798-1200
www.woodplc.com

RFP for Stormwater Professional Services
Rocky Branch Stream Stabilization
Proposal No. PROPCOLM0328

October 16, 2018

Signatory Authority
Andy M. Clark
2801 Yorkmont Road, Suite 100
Charlotte, NC 28208
Tel: (704) 357-5630
andy.clark@woodplc.com

Project Manager
William "Will" A. Rector, PE
720 Gracern Rd, Suite 132
Columbia, SC 29210
Tel: (803) 798-1200
william.rector@woodplc.com

On behalf of our team, we greatly appreciate this opportunity to respond to your request, and look forward to working with the City of Columbia.

Sincerely,
Wood Environment & Infrastructure Solutions, Inc.

William Rector, PE
Project Manager
(803) 798-1200

Andy M. Clark
Office Manager
(803) 798-1200

Certification Statement

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, suppliers, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal. In submitting a proposal to the City of Columbia, the bidder offers and agrees that is the proposal is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Andy M. Clark		andy.clark@woodplc.com
Authorized Signature (Print)	Authorized Signature w/ Title	E-mail Address

Attachments: Exhibit A – Scope of Services
Exhibit B – Compensation Form
Exhibit C – Project Schedule

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # SD8434
Stream Restoration along Rocky Branch

The services to be performed by Consultant as a part of this Scope of Service include providing technical consulting support to the CITY for rehabilitation and stabilization of portions of Rocky Branch (main stem only). The Project Area will start upstream at Martin Luther King Jr. Park, just west of Heidt Street, and extend downstream to the confluence with the Congaree River and will generally extend 50 feet from top of bank from both the left and right stream banks. The drainage area to the upstream side of Heidt Street is approximately 435 acres; while the drainage area to the confluence with the Congaree River is approximately 4.5 square miles. The proposed scope of work being requested and as discussed includes the following items:

- Perform a preliminary site assessment/stream walk (Field Recon) of the Project Area to identify bank erosion/in-stream scour, debris jams, destabilized stormwater outfalls, and exposed utilities.
- Perform a comprehensive review of the calibrated Rocky Branch watershed EPA SWMM (SWMM 5) model, prepared by KCIto determine potential data gaps that may be crucial in the development of the conceptual design alternatives analysis.
- Obtain topographical survey data including all stormwater infrastructure, stormwater outfalls, channel geometry, and property boundaries with iron pins found within identified focus areas (defined later in this scope).
- Provide conceptual level design alternatives analysis for identified focus areas to include stream bank stabilization/restoration measures, stormwater infrastructure repair/stabilization, and debris removal.
- Provide railroad right-of-way permitting coordination and support for infrastructure replacements along the main stream of Rocky Branch.
- Update the CITY's stormwater outfall inventory within the Project Area. Inventory to include an overall conditions assessment for each stormwater outfall.

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing PACE Engineering as our Protégé. In addition, Consultant will subcontract with Glenn Associates Surveying to conduct topographical survey within the identified project study areas in support of the conceptual design alternatives analysis.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in project status update and conceptual design review meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate upon the completion of identified Task 200 under this Scope of Services. If additional services are approved, Consultant will negotiate with the CITY for compensation for additional project administration services.
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the CITY's invoicing procedures.

120 Coordination Meetings

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

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager for duration of project. This is assumed to be 4 months for 4 meetings.
- One meeting to discuss the results of the field reconnaissance performed under Task 210, establish the identified project focus areas and design criteria.
- Three meetings total to discuss the results of the conceptual design alternatives analysis developed under Task 220.
- One meeting to provide the CITY with final report and recommendations.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint or other available program provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.

- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- It is assumed there will be two public meetings organized and held by the CITY for this project. Consultant will provide adequate staff to assist the CITY with answering technical questions and produce the necessary visual aids/maps to support the CITY's efforts in gathering public support for this project(s).

150 Mentor-Protégé Program

Consultant and PACE Engineering will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

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

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon, and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping within the Project Area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- CITY shall provide Consultant with a copy of the calibrated SWMM model, prepared by KCI, for review to determine any data gaps or concerns that may need to be addressed prior to the initiation of conceptual alternatives analysis.
  - Consultant will review the SWMM model within the Project Area for, but not limited to:
    - Granularity of the model
    - Velocity and shear stress outputs
    - Floodplain and WSEL information

        - Alignment of the model features with the identified focus areas
    - If data gaps are noted by the Consultant, Consultant will notify the CITY to discuss identified data gaps and how they may affect the Project. If it is determined that additional data collection and/or hydraulic modeling is required, compensation for the additional data collection and modeling services outside this scope of services will be negotiated with the CITY.
- Field Reconnaissance:
    - Field reconnaissance will be conducted within the Project Area to identify areas of existing and potential erosion within the stream corridor (i.e. excessive stream scour and eroded stream banks), destabilized CITY and privately maintained stormwater outfalls and utility infrastructure (i.e. stormwater pipe and open channel outfalls, and aerial/exposed sanitary and/or water pipeline crossings), and debris jams.
    - Observations during the field reconnaissance will be recorded using mapping grade GPS equipment and the data will be uploaded into ArcGIS for ease of data transfer and the development of required mapping.
    - Consultant will prepare a photo log and identification tag for each identified area of interest/concern for CITY review and project coordination.
    - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance efforts to determine the primary focus areas for conceptual level design development.
    - Upon receipt of notice to proceed with the identified focus areas, a conceptual level design alternatives analysis will be prepared for each identified focus area. See Task 220.

220 <u>Alternative Analysis</u>

- Upon completion of Task 210, Consultant will provide the collected information (including mapping and photographs) to the CITY in order to evaluate and prioritize the identified focus areas (stream segments as defined by particular crossings, common grade, geographical location, common ownership, etc.) for the stabilization/restoration conceptual design alternatives analysis. Consultant will coordinate up to two meetings with the CITY to select and prioritize up to 11 focus areas for the conceptual design alternatives analysis, establish goals and objectives, and determine design criteria (see Task 250) for each focus area. If additional focus areas are identified and requested by the CITY, Consultant can perform this service for an additional fee to be determined based on the size and complexity of the additional study area(s).
- Once the focus areas have been prioritized and goals and objectives have been established, Consultant will proceed with the conceptual design alternative analysis. Conceptual level alternative analysis will include:
    - Development up to three conceptual design alternatives for each identified focus area that addresses the established goals and objectives. Depending on the established goals and objectives of the identified focus area one conceptual design may be all that is required.
    - Collection of topographical survey, where required, to facilitate the development of the conceptual design alternatives. See Task 300.

- Development of budgetary costing analysis for each design alternative. See Task 260 for scope of services.
- Consultant will provide up to six hard and one digital copies of the draft conceptual design alternatives analysis for CITY review and attend up to one meeting to discuss. Pending CITY review and coordination, Consultant will provide one round of revisions to the conceptual design alternatives analysis.

- Once the final draft of the conceptual design alternatives analysis is complete, Consultant will provide the CITY with up to 6 hard copies and one digital copy of the report. Consultant will attend one meeting to discuss the conceptual level design alternatives and budgetary costing analysis to evaluate and prioritize the alternatives for final design based on site constraints, CITY goals and objectives, Local/State/Federal permitting requirements, and construction requirements.

230 Preliminary Agency Coordination and Meetings

- Preliminary coordination services with State/Federal permitting agencies during this phase of the project is included in this scope. However, permitting and natural resources work (wetland/stream delineation, permitting, and protected species is not included in this initial scope of work).
- Consultant will assist the CITY to coordinate with Railroad personnel regarding infrastructure improvements within the Project Area. Consultant will assist in the collection, preparation, and submittal of necessary documentation to support the CITY's initiatives.
- Consultant will attend and provide technical support for up to three meetings with Railroad and CITY personnel.

240 Preliminary Utility Coordination and Meetings – N/A

Preliminary Utility Coordination services is not included in this scope.

250 Establishing Design Criteria

- Consultant will coordinate with the CITY to establish specific goals and objectives for each identified focus area. Goals and objectives will focus primarily on the stabilization/restoration of the existing channel alignment but could also include, but not limited to:
    - Bed and bank stabilization/restoration using bioengineered and hard armoring techniques
    - Public accessibility
    - Invasive species removal and control
    - Debris jam removal
    - Floodplain expansion and enhancement
    - Exposed utility stabilization or relocation

- It is anticipated that channel realignment (i.e. establishing a new plan and profile) for portions of the main stem of Rocky Branch is not desired at this time.
- Consultant will coordinate and attend up to two meetings with the City to determine the design criteria for each focus area. See Task 220.

260 Opinion of Probable Construction Cost and Schedule

- As part of the conceptual design alternatives analysis, Consultant will prepare budgetary costing estimates for each evaluated design alternative. The estimates will be presented in an Excel spreadsheet to the CITY for evaluations purposes to assist in the selection and priotization of the identified projects.
- Meetings to discuss the results of the costing analysis and provide requested revisions are included in Task 220.

270 Preliminary Design Reviews – N/A

Preliminary Design Review services is not included in this scope.

280 Preliminary Alternative Analysis, Prior Rights Assessment, and Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the conceptual design alternatives analysis and corresponding budgetary costing estimates for the identified focus areas.

TASK 300 – Survey and Utility Mapping

Once the identified focus areas have been selected by the CITY, field investigations shall be conducted in support of the conceptual designs alternative analysis. In some cases limited Task 300 services may be needed to complete Task 200.

310 Field Survey

- Consultant will acquire topographical survey as needed to supplement the conceptual design alternative analysis within the identified focus areas only.
- Consultant shall coordinate with CITY to send survey notification letters, as required. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2011 adjustment)
- Vertical datum shall be: NAVD 88
- One foot contouring will be provided within the survey area(s) along with surface elevations on culvert inverts or exposed utilities.

- The Consultant's surveyor, Glenn Associates Surveying, will include property records research to locate property boundaries as needed for easement plats/temporary construction access. Stream cross-sections will be surveyed at intervals not exceeding 50 feet with additional survey points taken as details of the stream dictate. Survey will generally extend no greater than 50 feet outside the stream top-of-bank for both the left and right stream banks. Utilities and stormwater outfalls within the survey area will be surveyed. Prominent trees of greater than 24 inches DBH, horticultural plantings if identified or pointed out by land owners, or other natural features as may be deemed notable by the survey crew will be surveyed. Right-of-way boundaries and property corners will be recorded.

320 Property Research and Easement Exhibits

- Existing easements will be collected from the City and reviewed for any conflict with any pontential alternatives in the Conceptual Plan. Easement restrictions such as gas, power, drainage easements, etc will be called out to be avoided, as needed, in the Conceptual Plan development.
- It is assumed that the preparation of easements/temporary construction access will not be required during this phase of the project. However, should the need arise Consultant can provide this service for an additional fee.

330 Utility Mapping (Stormwater Outfall Inventory)

- Consultant will inventory the previously identified stormwater outfalls (closed pipe and open channel) which discharge to open channel stream within the Project Area. Where outfalls intersect piped portions of Rocky Branch, these outfalls will not be inventoried unless able to be visibly seen from the day-lighted portions of Rocky Branch. Previously identified stormwater outfalls were provided by the CITY via CD labeled "July 24, 2018 COC Data" which included a GIS database of the CITY's inventoried utilities. Based on this provided data, Consultant has identified approximately 103 outfalls discharging to open channel stream that will be inventoried. If the total number of inventoried outfalls totals are more than 10% higher than the 103 previously identified outfalls, Consultant will negotiate with the CITY to determine an appropriate additional fee for this Task.
- Outfalls will be inventoried in accordance with the CITY's Standard Operating Procedure (SOP) titled Stomwater Drainage System Inventory. It is anticipated that outfalls will be inventoried with sub-meter GPS equipment. The coordinates (latitude, longitude, and invert elevation) of outfalls located within identified focus areas will be updated based on the results of the Field Survey collected under Task 310. If additional accuracy is required by the City for all inventoried outfalls, Consultant will negotiate with the CITY to determine an appropriate fee.
- Outfalls will be assessed in accordance with the CITY's SOP titled: Stormwater Drainage System Condition Assessment Procedures. It is anticipated that Consultant will populate a GIS database for each inventoried stormwater

outfall. If requested, Consultant can provide the GIS database to be populated or can utilize a GIS database provided by the CITY for consistency with other consultants. Features to be recorded in the GIS database will include, but not limited to:

- ID Tag (CITY to specify)
- Structure Type (Open or Closed)
- Structure Shape
- Depth to channel bottom
- Dimension/Size
- Material/Lining Type
- Conditional Assessment of the Outfall Structure (flow obstruction, minor or major structural issue)
- Presence/absence of flow
  - If flow present, notable observations of flow (general quantity and general quality, etc.)

- A digital photograph will be taken to show the general condition of each outfall inventoried. Pictures will only be taken of the structural components that are accessible and viewable from the surface. Each digital photograph will be linked to the corresponding outfall in the geodatabase.
- Once outfall inventory is complete, Consultant will perform QA/QC on populated GIS database to ensure accuracy of data collected. Once QA/QC procedures are complete, Consultant will submit stormwater outfall GIS database to CITY for review/acceptance.

TASK 400 – Geotechnical Investigation – N/A

Geotechnical services is not included in this scope.

TASK 500 – Final Design – N/A

Final Design services is not included in this scope.

TASK 600 – Permits and Property – N/A

Permits and Property services are not included in this scope.

TASK 700 – Bidding and Award – N/A

Bidding and Award services are not included in this scope.

TASK 800 – Engineering Services During Construction – N/A

Engineering Services During Construction is not included in this scope.

TASK 900 – Full Time Construction Inspection – N/A

Full Time Construction Inspection is not included in this scope.

TASK 1000 – Project Closeout – N/A

Project Closeout services is not included in this scope.

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may choose to amend this Agreement so that Consultant may furnish additional services such as those listed below (but not limited to):

- Additional modeling to support the Conceptual Design Alternatives Analysis if data gaps are found in the review of the updated SWMM model.
- Additional Surveying outside original scope.
- 60%, 90%, and 100% Engineering Design for selected stabilization/restoration projects.
- Local/State/Federal Permitting
  - Section 404/401
    - Jurisdictional Waters of the US Determination/Delineation
    - Endangered Species Assessment
    - Cultural Resources Assessment
  - NPDES SWPPP
  - Floodplain Encroachment/No-Rise Certification
  - FEMA LOMR/CLOMR
- Encroachment Permits/Temporary Construction Easements preparation and recordation
- Construction Administration Services
- Construction Observations Services

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to identified private property, as required, within the project area.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the identified project area and assist the Consultant with gaining safe access.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide available data as requested in the agreement.

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SD8434
Stream Resoration along Rocky Branch

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $242,613.00. This includes $0.00 of lump sum tasks, as well as $242,613.00 of hourly tasks and $0.00 of tasks billed per each. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

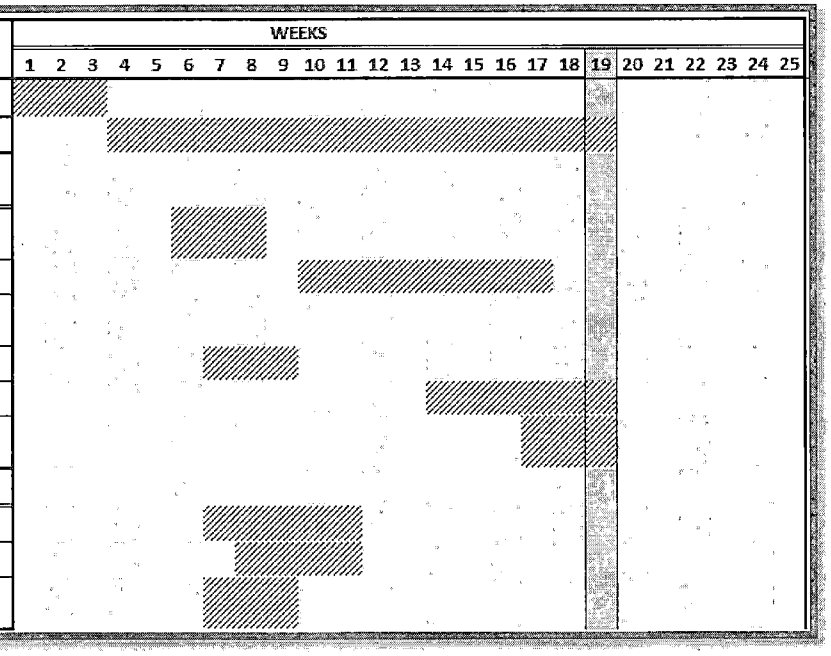
		CIP # SD8434		
Task	Description	Hours	Subconsults	Total
Task 100	Evaluation and Design Phase Administration	248	$4,000	$31,570
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	982	$44,625	$146,223
Task 300	Survey and Utility Mapping	194	$40,000	$64,820
Task 320	Easement Exhibits			
Task 400	Geotechnical Investigation			
Task 500	Final Design			
Task 600	Permits and Property			
Task 700	Bidding and Award			
Task 800	Engineering Services During Construction			
Task 900	Full Time Construction Inspection			
Task 1000	Project Closeout			
	Total of Contract	**1,424**	**$88,625**	**$242,613**
	% of Contract to Subconsultants		16.5%	
	% of Contract to Protégé		20.0%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

EXHIBIT C

City of Columbia
CIP # SD8434
Stream Resoration along Rocky Branch
Schedule – Gantt Chart

TASK NO.	DESCRIPTION
-	Contract Set-up / Notice to Proceed
100	Evaluation and Design Phase Administration
200	Preliminary Planning, Investigation, Eng. & Alternatives Analysis
210	General Data Collection, Field Recon, and Coordination
220	Alternative Analysis
230	Preliminary Agency Coordination and Meetings
250	Establishing Design Criteria
260	Opinion of Probable Cost and Schedule
280	Preliminary Alternative Analysis, Prior Rights Assessment, and Engineering
300	Survey and Utility Mapping
310	Field Survey
320	Property Research and Easement Exhibits
330	Utility Mapping (Stormwater Outfall Inventory)



SUBCONSULTANT BUSINESS INFORMATION

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.

Project: City of Columbia (CIP # SD8434) Stream Restoration along Rocky Branch

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
PACE Engineering Consultants, INC 818 S. Kings Grant Drive Columbia, SC 29209 DUNS: 184129807 CAGE: N/A	Gerald Lonon, P.E. (803) 467-2853	Stormwater Infrastructure, Stormwater Quality and Floodplain assistance, H&H Modeling	$48,625	20%	SBE	N/A
Glenn Associates Surveying, INC 11547 State Hwy 215 S Jenkinsville, SC 29065 DUNS: 158854869 CAGE: 5ELG6	Mark Mills, P.L.S. (803) 345-5297	Surveying	$40,000	16.5%	N/A	N/A
				%		

TOTAL: $88,625.00

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

Business Name: Wood Environment & Infrastructure Solutions, Inc.

Representative Name / Title: Andy Clark, Office Manager

Date: October 11, 2018

Invoicing Procedure: Exhibit E

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated

point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Water Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

CITY OF COLUMBIA

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Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 10/11/2018

Project Number: SD 8434

Mentor: Wood Environment & Infrastructure Solutions, Inc.

Project Name: Stream Restoration along Rocky Branch

Protégé: PACE Engineering Consultants, Inc.

Duration of the Project: 19 weeks

Protégé Amount: $48,625

Project Contract Amount: $242,613

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. **How do the Mentor and Protégé intend to work together on the designated project?** *Address contractual relationship, general roles and informal teaming arrangements.*

Wood and Pace Engineering will enter into a Lump Sum contract agreement following Wood's contract execution with the City. PACE Engineering will provide general management support for City coordination under Task 130, technical input for support under Task 140, review of field data under Task 210, modeling of design alternatives under Task 220, support for agency coordination under Task 230, support for Task 250, and costing review under Task 260. As project requirements differ from expected scope, PACE's role will be adjusted among these tasks to maintain Protégé percentage. All arrangements with PACE Engineering will be formal in nature.

2. **How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project?** *Address general goals here and specific goals in question 9.*

General Goals:
1) Expand PACE Engineering's modeling experience to include stream restoration modeling experience.
2) Expand PACE Engineering's field data collection and stream restoration design experience.
3) Work with PACE Engineering to increase public outreach of technical material experience.

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3. **How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement?** *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

The project will add stream restoration modeling and design to PACE Engineering's experience. Specifically, experience with detailed modeling such as the modeling and design of vanes, root wads and other natural channel design features will be mentored. Discussions of acceptable stream power and shear stress for design will be a training point. Additionally, experience with translating technical data for presentation to City, the public and other groups will be a focus.

4. **Proposed manpower and resources from both the Mentor and the Protégé is required for the project.** *Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.*

Mentor:
Wood's PM and Technical Director, Will Rector, will work with PACE Engineering's lead modeler directly on technical solutions. This mentoring will occur at a kickoff meeting and regular meetings during the modeling phase. Feedback from QC will be part of the mentoring process.

Protégé:
PACE Engineering's lead modeler will coordinate with the Wood Technical director as noted above.

Subcontractors:
N/A

Special Arrangements:
N/A

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8. **What are the team's specific, quantitative goals and milestones for the current project?**

To expand Pace Engineering's technical capabilities, specifically related to H&H modeling, stream data collection, and the development of stream restoration design alternatives for Stream Restoration projects. Key milestones for the project will include the completion of the following: SWMM model review, Field Recon, Establishment of Design Criteria, Identification of Focus Areas, Survey and Utility Mapping, Alternative Analysis, Opinion of Probable Cost and Schedule, and Final Reporting.

9. **Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

Wood and PACE will have regularly scheduled monthly project meetings, as well as ad-hoc meetings as needed during key milestone development under critical sub-Tasks.

10. **Define payment schedule and financial terms identifying milestones for initial, progress and final payments.**

Payments will be based on monthly invoices and percent of work complete. The sub-contract payment terms will be standard paid when paid for Wood's invoices to the City.

11. **List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)**

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Glenn Associates Surveying	(803) 345-5297	11547 SC-215 Jenkinsville, SC 29065	William Rector, P.E.	$40,000		16.5%

12. **What percentage of the project is being implemented by the Protégé? <u>Must equate to a minimum of 20% of total contract amount.</u>**

Protégé Contract Value: $48,625

Percentage of Contract: 20%
(Minimum of 20% of total contract amount is required)

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5. **What scope of work to be performed by each participant of the MPP team?**

a. Description of Mentor's responsibilities: Wood will serve as primary point of contact for all communication with the CITY under Task 100 and Task 200. Wood will solely responsible for the execution and completion of the following Tasks: 110, 130, 230, 310, 320, and 330.

b. Description of Protégé's responsibilities on project: PACE Engineering will be primarily responsible for the review and development of key H&H modeling efforts developed under Tasks 210 and 220 to support the development of the Alternatives Analysis for the selected focus areas.

c. Description of responsibilities that will be completed as a team: Wood and Pace Engineering will share responsibilities for the overall development and execution of the project. Where applicable, Wood will mentor Pace on H&H modeling for stream restoration development, stream evaluation and reconnaissance, and the development of the Alternative Analysis. Collaboration of ideas and technical skills development will be completed with the execution of Tasks 120, 140, 150, 210, 220, 250, 260, & 1100 (if requested).

6. **What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?**

Task 100 – 4 months; Task 200 – 3 Months; Task 300 – 1 Month. Protégé will be utilized on all phases of the project.

7. **How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?**

The initial scope of work negotiated with PACE Engineering will be developed to meet the MPP goals. If the scope of work is modified or is found to less in scale than estimated, Wood will adjust the scope of work for PACE Engineering to include additional scope items to maintain the goals of the MPP.

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Wood Environment & Infrastructure Solutions, Inc. (Mentor Firm) this 11th day of October, 2018.
Corporate SEAL

By: Andy Clark
Title: Office Manager

ATTEST:
By: Jackie Williams
Title: Employee

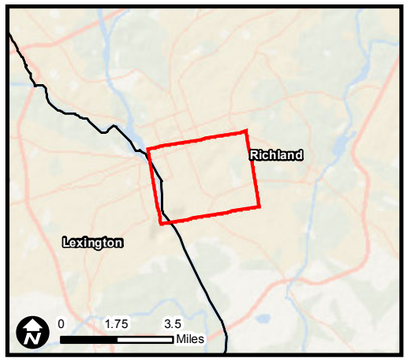
EXECUTED by PACE Engineering Consultants, Inc. (Protégé Firm) this 11th day of October, 2018.
Corporate SEAL
By: Gerald E. Lorion
Title: President

ATTEST:
By: Lisa Lorion
Title: Employee

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 15th day of October, 2018.

By: Ayesha Driggers
Title: Compliance Administrator



PROJECT LOCATION MAP

CITY OF COLUMBIA
(CIP # SD8434)
STREAM RESTORATION ALONG
ROCKY BRANCH

Richland County, South Carolina

Legend

PROJECT STUDY AREA
(Rocky Branch)

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA

wood.

Job No.	TBD
Drawn By:	BWS
Reviewed By:	WAR
Date:	10/12/2018

The map shown here has been created with all due and reasonable care and is strictly for use with Wood Environment & Infrastructure Solutions, Inc. (Wood) project number TBD. Wood assumes no liability, direct or indirect, whatsoever for any such third party or unintended use.

1 Inch = 1,000 feet

0 1,000 2,000 Feet

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contrib

osals\2018 Proposals\Government\City of Columbia - Rocky Branch Restoration\GIS\PROJECT LOCATION MAP.mxd

We Are Columbia

MEETING DATE:	**November 6, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve Instrumentation and System Maintenance Services, as requested by Columbia Water. Award to CITI, LLC in an amount not to exceed $312,725.00. This firm is located in Charlotte, NC.**
PURPOSE:	**This is year two (2) of the initial 5-year contract period. The term for year 2 is July 1, 2018 - June 30, 2019.**
REQUISITION NO.:	**R191084**
FINANCIAL IMPACT:	**Funding Source: Utilities Metro Wastewater Plant - Maintenance & Service Contract: 5516208-638200. The original budgeted amount is $312,725.00.**
ORIGINAL BUDGET:	**$312,725.00 (budget for year 2)**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

ATTACHMENTS:

- **#a:** Instrumentation and System Maintenance Proposal (PDF)
- #b: Year 2 Confirmation Pricing PDF (PDF)

Submit Responses Online using the City of Columbia's eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT

Date: August 24, 2017	Bids will be opened at 2:00 P.M. on 09/14/2017 and may not be withdrawn within 60 days after such date and time.	Bid No: 007-17-18-LAT

Bid Title: Instrumentation and System Maintenance

Vendor Name: CITI, LLC

Vendor Mailing Address: 4030 Yancey Road

City-State-Zip: Charlotte, NC 28217

Telephone No: 704-969-2484

Fax No: 704-969-2480

Reason For No Bid:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)

Marco Varela
AUTHORIZED SIGNATURE/TITLE (TYPED)

marco@citi-llc.com
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.

2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.

3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

   A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
   B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
   C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
   D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.
   E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City

Purchasing Agent.

General Conditions Continued

6. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision

7. CONFLICT OF INTEREST: All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

8. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

9. SERVICE & WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

10. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement and Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.

11. NON-CONFORMANCE TO CONTRACT CONDITIONS: Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement and Contracts , or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

A. Suppliers name being removed from the Department of Procurement and Contracts vendor mailing list.
B. All City divisions being advised not to do business with the supplier without written approval from the Department of Procurement and Contracts until such time as the supplier reimburses the City for all reprocurement and cover costs.

12. INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

13. PATENTS & ROYALTIES: The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

14. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.

15. CANCELLATION: This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

16. RENEWAL: The Department of Procurement and Contracts reserves the option to renew the period of this contract, or any portion thereof, for an additional contract period. Renewal of the contract period shall be by mutual agreement in writing.

17. LIABILITY: The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

18. FACILITIES: The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

19. LITERATURE & PRICE LIST: The successful bidder must provide a copy of any product literature and price list in excellent quality.

20. LICENSES AND PERMITS: It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia

21. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

22. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

23. If this invitation to bid is for professional services to be rendered by the vendor, the Addendum to the Invitation for Bids for Professional Services shall apply as if fully set forth herein verbatim.

24. Protested solicitations and awards.

A. Right to protest. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.

B. Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

C. Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

D. Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

E. Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

F. Request for review. The request for a review shall not stay the contract unless fraudulent.

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to established either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.net/purchasing

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using eBidcolumbiasc. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiasc.net/purchasing

DEPARTMENT OF PROCUREMENT AND CONTRACTS

1800 MAIN STREET, 2ND FLOOR

COLUMBIA, SC 29201

I N V I T A T I O N F O R B I D S (IFB)

Sealed bids for Instrumentation and System Maintenance is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using **eBidcolumbiasc** until 2:00 (P.M.) September 14, 2017 then publicly opened and read. The commodities must be furnished as described and specified and delivered to the Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201.

A Mandatory Pre-bid Conference will be conducted on Friday, September 01, 2017 at 10:00 A.M. at 1800 Main Street, Columbia SC 29201.

All bid prices must include all costs of transportation and lodging to the required destination.

Bid No. 007-17-18-LAT By: **La Tasha A. Terry**
La Tasha A. Terry, Buyer

Quantities/Commodities or Services	**Unit Price Dollar Cents***
Instrumentation and System Maintenance	$ _____

The term shall commence on the November 1, 2017 through June 30, 2022. There will be an option to renew for two (2) consecutive one year periods. An annual escalation rate equal to the Consumer Price Index (CPI) will be applied to each renewal period.

NOTICE TO BIDDERS: Bids must be submitted online through eBidcolumbiasc. Bids made otherwise subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, and not included in the bid price.

T2-DAF4-WATER-FLOW	Train 2 DAF Bed 4 Pressurization Water Flow	6" Foxboro 8306 Magnetic Flowtube with I/A Series IMT20 Transmitter	FIG 6-9	Working	2
T2-DAF4-WATER-PRES	Train 2 DAF Bed 4 Pressurization Water Pressure	Ametek Model 88C Pressure transmitter	FIG 6-9	Condition not determined. No local	3
T2-DAF12-LEVEL	Train 2 DAF Bed 1 & 2 Thickened Sludge Wetwell	Foxboro 827DF Pressure Transmitter	FIG 6-6	Working	2
T2-DAF34-LEVEL	Train 2 DAF Bed 3 & 4 Thickened Sludge Wetwell	Foxboro 827DF Pressure Transmitter	FIG 6-6	Working	2

Appendix B

Cost Sheet

Company Name:

Required Parameters	**Site Technician 1 (2080 Hours)**	**Site Technician 2 (2080 Hours)**	**Software Programmer (156 Hours)**	**Project Manager (156 Hours)**
Employee Name				
Hourly Rate*				
Total Cost of Man Hours **(number of hours times hourly rate)**				

Hourly Rate Multipliers	
Overtime	
Holiday	
Weekends	

Personnel subtotal: _____

Extended Price of Contract: _____

Note: The hours for each Site Technician are calculated by multiplying 40 hours a week times by 52 weeks (one calendar year). The hours for the Software Programmer and Project Manager were calculated by multiplying 3 hours a week by 52 weeks (one calendar year).

Wright, Sandra A

From: Mario <mario@citi-llc.com>
Sent: Wednesday, September 05, 2018 10:06 AM
To: Brown, Kimberly S
Cc: Davis, LaToyia; marco@citi-llc.com
Subject: [EXTERNAL] 18137 - RE: City of Columbia BID007-17-18-LAT Pricing Confirmation

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.

Good morning Kimberly,

The price for this fiscal year is $312,725.

Please let me know if you have any questions.

Thank you

Mario Gonzalez, CAP
Project Manager
CITI, LLC
4030 Yancey Rd, Charlotte, NC 28217
Ph.: 704-969-2484
Direct: 704-945-2566

mario@citi-llc.com

From: Brown, Kimberly S [mailto:Kimberly.Brown@columbiasc.gov]
Sent: Tuesday, September 4, 2018 4:38 PM
To: Mario@citi-llc.com
Cc: Davis, LaToyia
Subject: FW: City of Columbia BID007-17-18-LAT Pricing Confirmation
Importance: High

Please see the below correspondence sent to Marco on August 30, 2018, Elizabeth Marsh is no longer with the City and I'm not sure if he responded to the her. Are you able to confirm the pricing below?

Thank you for help

Kimberly S. Brown, Buyer
Department of Procurement & Contracts

1800 Main Street, 2nd Floor;
Columbia, SC 29201
Office: 803-545-3473
Kimberly.Brown@columbiasc.gov

FOIA Disclaimer:
You are hereby advised that, pursuant to the South Carolina Freedom of Information Act, written correspondence (including, but not limited to, letters, e-mails and faxes) from and to the City of Columbia and its officials and employees, and others acting on its behalf, may be

subject to disclosure as being a public record. This includes the e-mail address(es) and other contact and identifying information for parties involved in the correspondence.

From: Lizewski, Shannon S
Sent: Tuesday, September 04, 2018 4:30 PM
To: Brown, Kimberly S <Kimberly.Brown@columbiasc.gov>
Subject: FW: City of Columbia BID007-17-18-LAT Pricing Confirmation
Importance: High

From: Marsh, Elizabeth C
Sent: Thursday, August 30, 2018 10:01 AM
To: marco@citi-llc.com
Cc: Lizewski, Shannon S <Shannon.Lizewski@columbiasc.gov>
Subject: City of Columbia BID007-17-18-LAT Pricing Confirmation
Importance: High

Good morning,

We recognize that City funds for Instrumentation and System Maintenance (BID007-17-18-LAT) expired on June 30, 2018. We are aware of the need for these services to continue for this fiscal year, but must receive approval from our City Council before a Purchase Order can be issued. Please confirm the pricing for July 1, 2018- June 30,2019.

Please direct any questions to Shannon Lizewski at Shannon.Lizewski@columbiasc.gov.

Thank you for your time and attention to this matter.

Beth Marsh
Contracts Specialist II
Procurement & Contracts Department
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3468
elizabeth.marsh@columbiasc.gov

City of Columbia E-Mail Address Change Notice: The City of Columbia will be updating our e-mail address format and moving from columbiasc.net to columbiasc.gov. Please make note and update contact information accordingly.

The information and attachments in this email are intended for the exclusive use of the addressee and may contain confidential or privileged information. If you are not the intended recipient, please do not forward, copy or print the message or its attachments. Any attachments to this email are confidential, and the sole property of CITI, LLC. If you are not the intended recipient, please notify me at the above address, and delete this message and any attachments. Thank you.

We Are Columbia

MEETING DATE:	**November 6, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve a Contract for Project SD838801; Public Works Strom Drain Improvements (Truck Wash), as requested by Columbia Water. Award to Hammer Construction, LLC in an amount not to exceed $579,425.00. This firm is located in Columbia, SC.**
PURPOSE:	**The following sub-consultants will provide additional services:** **Hammerhead Utilities will provide site-work and concrete at 31% ($165,000) of the contract value.** **Nucor Building Systems will provide metal building supplies at 10% ($55,200) of the contract value.** **Electrical Services Inc. will provide electrical services at 6.64% ($35,000) of the contract value.** **Overhead Door of Columbia, SC will provide an overhead door at 3.87% ($20,400) of the contract value.**
REQUISITION NO.:	**R175757**
FINANCIAL IMPACT:	**Funding Source: 5549999-656850-SD838801. The original budgeted amount is $579,425.00.**
ORIGINAL BUDGET:	**$579,425.00**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

There were two (2) responsive and responsible bids submitted for this project. The total construction time allotted for this project is two hundred ten (210) consecutive calendar days from the commencement date 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 forty (240) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to final completion.

Base Bid	$ 526,750.00
Contingency	$ 52,675.00
Total (Not to Exceed)	$ 579,425.00

ATTACHMENTS:

- **#a:** Contract Signed by Legal (PDF)
- #b: Truck Wash Bid Tabulation (PDF)
- #c: Truck Wash Eng Rec (PDF)
- #d: Truck wash (PDF)

CONTRACT

City of Columbia, South Carolina

SD838801

Public Works SD Improvements (Truck Wash)

Bid #005-18-19-BLF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Hammer Construction** with legal address and principal place of business at **785 Hampton Creek Way, Columbia, SC 29209**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred ten (210)** 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 forty (240)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Five Hundred Twenty-Six Thousand, Seven Hundred Fifty Dollars and Zero Cents ($526,750.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents ($250.00)** per day for each calendar day until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials and Construction, Part 17 "Specifications for Sanitary Sewers", Part 18 "Specifications for Roadway Improvements, Materials, and Construction, Part 29 "Fats, Oils, and Grease Management Regulations, Part 30 "Specifications for Grease Traps and Grease Interceptors", and the "LBE Program.

9.2.7 Specifications (Neel-Schaffer Inc Plans)

9.2.8 Metal Building Systems (26 pgs.) Section 133419

9.2.9 Overhead Coiling Doors (6 pgs.) Section 083323

9.2.10 Special Provisions

9.2.11 Drawings, numbered G-001 through G-002, C-100, C-106 inclusive and dated 9/15/16. Drawings, numbered S-100 through S-101 inclusive and dated 9/11/15. Drawings, numbered B-100 through B101 inclusive and dated 9/15/16. Drawing, numbered E-100, inclusive and dated 9-10-2016.

9.2.12 Addenda numbers 1 to 3, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20___.

Contractor	Owner
Hammer Construction	City of Columbia, SC
BY	BY
	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
Address for giving notices:	Address for giving notices:
785 HAMPTON CREEK WAY	Department of Procurements and Contracts
COLUMBIA, SC 29209	1800 Main Street, 2nd Floor
	Columbia, SC 29201
Date:	Date:

APPROVED AS TO FORM
Legal Department City of Columbia, SC

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

Event Number	Bid #005-18-19-BF Addendum 3	**Organization**	City of Columbia, SC
Event Title	Public Works SD Improvements (Truck Was	**Workgroup**	Purchasing
Event Description	Pre-Bid Meeting is Thursday July 26, 2018 a	**Event Owner**	Brenda Faison
Event Type	IFBs	**Email**	blfaison@columbiasc.net
Issue Date	7/20/2018 10:58:09 AM (ET)	**Phone**	
Close Date	8/8/2018 01:00:00 PM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Hammer Construction, LLC	Columia	SC	8/8/2018 11:50:41 AM (ET)	1	$526,750.00
AOS Specialty Contractors, Inc.	Lexington	SC	8/8/2018 12:52:08 PM (ET)	1	$699,750.00

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

Daniels, Schinikia N (Niki)

From: Jessee Jr, Alfred O
Sent: Wednesday, October 17, 2018 11:25 AM
To: Faison, Brenda L
Subject: RE: BID 005-18-19-BF Public Works SD Improvements (Truck Wash)

Hi Brenda,

I do recommend Hammer Construction for the project.

Thanks,
AJ

AJ Jessee, CFM, CSPR
Stormwater Plan Reviewer
Columbia Water
Engineering

PO Box 147 | Columbia, SC 29217
1136 Washington Street
Columbia, SC 29201

alfred.jessee@columbiasc.gov
Office: (803) 545-3267
Cell: (803) 528-9552
Fax: (803) 988-8199

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Faison, Brenda L
Sent: Wednesday, October 17, 2018 10:30 AM
To: Jessee Jr, Alfred O
Subject: BID 005-18-19-BF Public Works SD Improvements (Truck Wash)

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Brenda Faison

Bid Coordinator
Department of Procurement & Contracts
1800 Main Street, 2nd Fl #210
Columbia, SC 29201
(803) 545-3474 Office
(803) 758-1013 Fax
Brenda.Faison@columbiasc.gov

DEPARTMENT OF UTILITIES AND ENGINEERING
ENGINEERING DIVISION

TRUCK WASH FACILITY
PUBLIC WORKS
COLUMBIA, S.C.

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CIP PROJECT:

SD8388

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

PREPARED BY:
NEEL-SCHAFFER
Solutions you can build upon
1324 GADSDEN STREET, SUITE A
COLUMBIA, SC 29202
PH: 803-929-3656 F: 803-929-3662

SURVEYED BY:
CHAO AND ASSOCIATES, INC.
CONSULTING ENGINEERS
& LAND SURVEYORS
7 Clusters Ct.
Columbia, SC 29210
Voice: 803.772.8420
Fax: 803.772.9120
WWW.CHAOINC.COM

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811
(888) 721-7877)
www.sc811.org
IT'S THE LAW

CITY OF COLUMBIA

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 30096 STEPHEN R. COCKRELL

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION NEEL-SCHAFFER ENG. INC. No. C0170

CITY MANAGER
TERESA B. WILSON

DIRECTOR OF UTILITIES AND ENGINEERING
JOSEPH D. JACO, P.E.

CITY ENGINEER
DANA R. HIGGINS, P.E.

CITY COUNCIL
SAM DAVIS
TAMEKA I. DEVINE
LEONA K. PLAUGH
MOE BADDOURAH
HOWARD DUVALL, JR
EDWARD MCDOWELL, JR

MAYOR
STEPHEN K. BENJAMIN

DRAWING INFORMATION

DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000
SHEET NO:	G-001

CIP PROJECT: SD8388

G:\NS.12204.000 – COLUMBIA TRUCK WASH FACILITY\DWG\COVER.DWG ——— 09/16/2016 16:19:55 MARK BELVIN

GENERAL NOTES

1. BASE INFORMATION WAS TAKEN FROM A SURVEY PREPARED BY CHAO & ASSOCIATES, INC. (FRANK G. ROBERTSON, S.C. RLS #12843). NEEL-SCHAFFER, INC. SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.
2. SITE LAYOUT INFORMATION, INCLUDING CONSTRUCTION COORDINATES, IS BASED ON GPS CONTROL POINTS PROVIDED BY THE NOTED SURVEYOR (SC STATE PLANE, NAVD 88).
3. IF AT ANY TIME DURING THE CONSTRUCTION OF THIS PROJECT, A QUESTION OF INTENT OR CLARITY ARISES FROM THE CONSTRUCTION PLANS, THE CONTRACTOR WILL IMMEDIATELY BRING THE MATTER TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION BEFORE THE AFFECTED WORK ITEMS ARE INITIATED OR PURSUED FURTHER. IF THE ENGINEER IS NOT NOTIFIED, THE CONTRACTOR WILL TAKE FULL RESPONSIBILITY FOR THE COST OF THE REVISION.
4. ALL CONSTRUCTION MATERIALS AND INSTALLATION SHALL CONFORM TO THE LATEST EDITION OF THE CITY OF COLUMBIA, SC UTILITIES AND ENGINEERING REGULATIONS MANUAL.
5. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES (INCLUDING STORM DRAINAGE PIPES OR STRUCTURES) BEFORE COMMENCEMENT OF CONSTRUCTION.
6. THE CONTRACTOR SHALL CALL "SOUTH CAROLINA 811"(1-888-721-7877) PRIOR TO PROCEEDING WITH ANY EXCAVATION.
7. ANY AREAS AND/OR ITEMS THAT ARE OUTSIDE THE LIMITS OF GRADING AS DEFINED BY THESE PLANS THAT ARE DISTURBED AND/OR DAMAGED BY THE CONTRACTOR DURING THE LIFE OF THIS PROJECT SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE, INCLUDING EXISTING PAVEMENT DAMAGED BY THE CONTRACTOR'S CONSTRUCTION EQUIPMENT. IF NEED FOR WORK OUTSIDE THE LIMITS OF GRADING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER PRIOR TO BEGINNING WORK.
8. ALL RIGHT-OF-WAYS, PROPERTY LINES, ETC., ARE APPROXIMATE. NO PROPERTY SURVEY PERFORMED.
9. LOCATION OF ALL UTILITIES ARE APPROXIMATE. CONTRACTOR IS TO FIELD DETERMINE THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES FOR SPECIFIC LOCATION OF UTILITIES, CALL PALMETTO UTILITY PROTECTION SERVICE @ 1-888-721-7877 AT LEAST 72 HOURS BEFORE DIGGING. CONTRACTOR SHALL VERIFY DEPTHS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
10. ALL PROPERTIES DISTURBED DURING, OR AS A RESULT OF CONSTRUCTION, SHALL BE RESTORED TO THEIR PRE-EXISTING OR BETTER CONDITION.
11. INSTALLATION OF ALL PIPES AND STORM DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH SCDOT SPECIFICATIONS LATEST ED., CITY OF COLUMBIA STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.
12. FOR SCDOT STANDARD DRAWINGS FOR STORM DRAINAGE STRUCTURES, SEE SCDOT'S WEBSITE, WWW.SCDOT.ORG/DOING/SD_BOOK.SHTML, AND THE PROJECT SPECIFICATIONS.
13. THE CONTRACTOR SHALL FULLY COMPLY WITH THE CITY OF COLUMBIA SEDIMENT AND EROSION CONTROL ORDINANCE.
14. TRENCH CUTS 3' OR LESS FROM THE EDGE OF PAVEMENT, OR ALONG, OR ACROSS ROADWAYS SHALL BE BACKFILLED WITH FLOWABLE FILL.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY PAVEMENT, DRIVEWAYS, SIDEWALKS, CURBS, ETC., THAT MUST BE CUT OR ARE DAMAGED DURING OR AS A RESULT OF CONSTRUCTION. ALL OPEN CUT DRIVEWAYS AND/OR CURBING SHALL BE REMOVED AND REPLACED TO MATCH EXISTING THICKNESS, GRADE, AND MATERIAL OR AS SPECIFIED BY THE ENGINEER. ALL ROAD REPAIRS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF SCDOT SPECIFICATIONS.
16. ASPHALT PAVEMENT SHALL CONSIST OF 5" SCDOT BINDER TYPE B AND 2" SCDOT SURFACE TYPE C.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY COMPANY OR OWNER AS APPLICABLE TO STABILIZE LIGHT POLES AND POWER POLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE WORK.
18. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM: NAVD 88 VERTICAL CONTROL AND NAD 83 HORIZONTAL CONTROL.
19. CONTRACTOR SHALL TEMPORARILY BLOCK AND/OR DIVERT DRAINAGE FLOWS AND PERFORM ALL MISCELLANEOUS WORK AS MAY BE REQUIRED TO COMPLETE THE CONNECTION AS SHOWN ON THE PLANS. HIGH-EARLY STRENGTH HYDRAULIC CEMENT SHALL BE USED FOR MORTAR IN ORDER THAT PROPER CHANNELS MAY BE FORMED IN CONNECTING OR JOINING STRUCTURES WITH A MINIMUM INTERRUPTION OF SERVICE OF THE EXISTING DRAINAGE.

TRENCHING, BACKFILLING ROCK EXCAVATION NOTES

1. ALL EXCAVATION IS UNCLASSIFIED. NO BORINGS OR SOIL INVESTIGATIONS HAVE BEEN DONE BY THE CITY OF COLUMBIA. THE CONTRACTOR SHALL ASSUME ALL RISKS OF UNFORESEEN GROUND CONDITIONS ENCOUNTERED AND SHALL BE RESPONSIBLE FOR COMPLETING THE PROJECT AS SPECIFIED REGARDLESS OF THESE CONDITIONS.
2. THE DEPTH OF COVER FOR ALL WATER LINE ON THIS PROJECT SHALL BE A MINIMUM OF 30 INCHES.
3. TRENCHING SHALL BE IN ACCORDANCE WITH AWWA C-600, SECTION 3.1 AND 3.2.MINIMUM TRENCH WIDTH SHALL BE PIPE DIAMETER PLUS TWO FEET. ALL EXCAVATED MATERIALS WHICH ARE UNSUITABLE FOR BACKFILLING THE TRENCH SHALL BE WASTED IN AN AREA PROVIDED BY THE CONTRACTOR AND APPROVED BY THE CITY ENGINEER.
4. BACKFILL SHALL BE IN ACCORDANCE WITH SECTION 3.5, AWWA C-600. WHERE EXCAVATED MATERIAL IS UNSUITABLE FOR BACKFILL PURPOSES, THE CONTRACTOR SHALL FURNISH SATISFACTORY MATERIAL WASTED FROM TRENCH EXCAVATION IN OTHER LOCATIONS. OR FROM OTHER SOURCES SELECTED BY HIM AND APPROVED BY THE CITY ENGINEER.
5. ROCK EXCAVATION SHALL MEAN BOULDERS OR PIECES OF ROCK, CONCRETE, OR MASONRY MEASURING ONE-HALF CUBIC YARD OR MORE, HARD SHALE OR SOLID LEDGE ROCK OR MASONRY WHICH, IN THE OPINION OF THE ENGINEER REQUIRES FOR ITS REMOVAL THE CONTINUOUS USE OF PNEUMATIC TOOLS OR DRILLS AND BLASTING. IF "ROCK" IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO DEMONSTRATE THAT THE MATERIAL CANNOT BE REMOVED BY HAND PICK OR BY POWER OPERATED EXCAVATOR OR SHOVEL.

TESTING AND DISINFECTION NOTES

1. DISINFECTION BY THE CONTRACTOR SHALL BE ACCOMPLISHED IN ACCORDANCE WITH AWWA C651. ALL PIPE, FITTINGS, AND VALVES SHALL BE THOROUGHLY CLEANED BEFORE BEING PLACED IN THE LINE. BEFORE ANY SECTION OF LINE IS PLACED IN SERVICE IT SHALL BE DISINFECTED. PRIOR TO SAMPLING, THE CHLORINE RESIDUAL MUST BE REDUCED TO NORMAL SYSTEM RESIDUAL LEVELS OR BE NON-DETECTABLE IN THOSE SYSTEMS CHLORINATING. TWO SAMPLES OF WATER WILL BE TAKEN FROM THE MAIN 24 HOURS APART AND WILL BE EXAMINED AT THE COLUMBIA WATER PLANT LABORATORY WITH THE RESULTS INCLUDING BOTH COLIFORM AND NON-COLOFORM GROWTH.
2. THE CONTRACTOR WILL BE REQUIRED TO TEST EACH SECTION OF LINE BETWEEN VALVES AT A PRESSURE OF 150 POUNDS PER SQUARE INCH OR 1.5 TIMES THE OPERATING PRESSURE, WHICHEVER IS GREATER.THE PRESSURE SHALL BE MAINTAINED FOR NOT LESS THAN 2 HOURS OR AS MUCH LONGER AS THE ENGINEER MAY REQUIRE IN ORDER TO DETECT ANY LEAKAGE OR DEFECTIVE MATERIAL.ANY MAKEUP WATER SHALL BE CAREFULLY MEASURED AND THE LEAKAGE SHALL NOT EXCEED THE REQUIREMENT OF AWWA C600 SECTION 4.

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR MUST PROTECT ALL STORM DRAIN STRUCTURES AND SYSTEMS FROM SEDIMENT AND DEBRIS. IF EXCAVATED MATERIALS OR FILL MATERIAL WASHES INTO EXISTING STORM DRAINAGE AND/OR YARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE CLEAN-UP AT NO ADDITIONAL COST TO THE OWNER.
2. DURING CONSTRUCTION, PROTECTIVE MEASURES SHALL BE TAKEN AND MAINTAINED TO MINIMIZE SILTING AND ROAD SHOULDER EROSION IN DISTURBED AREAS AND ADJACENT TO THE WORK BEING PERFORMED DURING CONSTRUCTION. THE CONTRACTOR SHALL FULLY COMPLY THE THE SOUTH CAROLINA LAND RESOURCES CONSERVATION COMMISSION'S STANDARDS FOR STORMWATER MANAGEMENT AND SEDIMENT REDUCTION, THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S STANDARDS FOR STORMWATER MANAGEMENT, THE RICHLAND COUNTY'S SEDIMENT AND EROSION CONTROL ORDINANCE, THE LEXINGTON COUNTY'S SEDIMENT AND EROSION CONTROL ORDINANCE, AND THE CITY OF COLUMBIA'S SEDIMENT AND EROSION CONTROL ORDINANCE AS APPLICABLE. THE CONTRACTOR SHALL FURNISH ALL EROSION CONTROL DEVICES AND TAKE ANY EROSION CONTROL MEASURES NECESSARY TO COMPLY WITH THESE ORDINANCES AND STANDARDS.

TRAFFIC CONTROL NOTES

1. THE CONTRACTOR SHALL IMPLEMENT TRAFFIC CONTROL PLANS AS PROVIDED AS A PART OF THIS PROJECT IN ACCORDANCE WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) STANDARD SPECIFICATIONS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ALL ADDENDA TO DATE. ALL PROPOSED CHANGES TO TRAFFIC CONTROL PLANS SHALL FIRST BE APPROVED BY THE CITY OF COLUMBIA, SCDOT, AND.OR RICHLAND COUNTY BEFORE IMPLEMENTATION.
2. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING , INSTALLING AND MAINTAINING ALL SIGNS, CONSTRUCTION BARRICADES, SUPPLEMENTAL WARNING LIGHTS, CONES, DRUMS, FLASHING ARROW BOARDS, ARROW BOARDS WITH TRUCK-MOUNTED ATTENUATORS, CHANGEABLE MESSAGE SIGNS, TRUCK-MOUNTED "PREPARE TO STOP" SIGNS, TEMPORARY CONCRETE BARRIERS AND PAVEMENT MARKINGS AS REQUIRED THROUGH THE DURATION OF THE PROJECT IN ACCORDANCE WITH THE MUTCD, THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AND THE SPECIAL PROVISIONS. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT OPERATIONAL WHEN IN USE AND ALL SIGNS SHALL BE KEPT LEGIBLE AND PLUMB DAY AND NIGHT DURING THEIR USE.

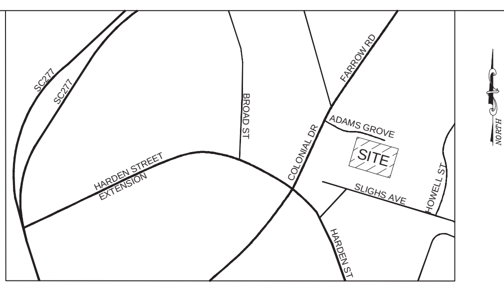
TYPICAL INSTALLATION DETAILS NOTES

1. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS OF THE CITY OF COLUMBIA UTILITIES AND ENGINEERING REGULATIONS MANUAL AND THE CONSTRUCTION DRAWING DETAILS INCLUDED WITHIN PART 16: SPECIFICATIONS FOR WATER DISTRIBUTION SYSTEM, MATERIALS AND CONSTRUCTION.

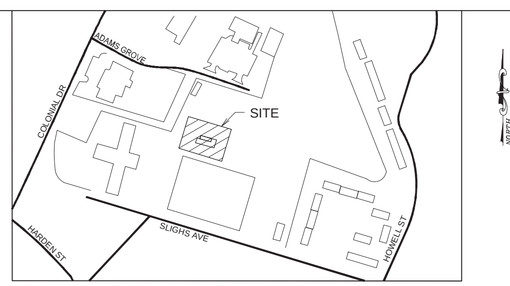
LEGEND

EXISTING WATER MAIN	UNDERGROUND ELECTRICAL
ABANDON WATER MAIN	OVERHEAD ELECTRICAL
PROPOSED WATER MAIN	POWER/UTILITY POLE — GUY WIRE
PROPOSED CLEANING & LINING	LIGHT POLE — LAMP POST — FLOOD LIGHT
EXISTING / PROPOSED — WATER METER	MAST ARM — ELECTRIC VAULT
EXISTING / PROPOSED — WATER VALVE	ELECTRIC MANHOLE — ELECTRIC BOX
EXISTING / PROPOSED — FIRE HYDRANT	TRANSFORMER — EVENT POWER
EXISTING / PROPOSED — WATER BLOW OFF	ELECT HAND HOLD
EXISTING / PROPOSED — POST HYDRANT	EXISTING GAS MAIN
EXISTING / PROPOSED — PLUG	GAS VALVE — GAS TEST POINT
EXISTING / PROPOSED — AIR RELEASE VALVE	GAS METER — GAS MARKER
EXISTING / PROPOSED — WM/SSFM REDUCER	OVERHEAD TELEPHONE LINE
EXISTING / PROPOSED — FORCE MAIN VALVE	UNDERGROUND TELEPHONE LINE
EXISTING SANITARY SEWER	TELE. MANHOLE — TELE. BOX
PROPOSED SANITARY SEWER	TELE. PEDESTAL — TELE. VAULT
	FIBER OPTIC CABLE
EXISTING SEWER FORCE MAIN	CABLE BOX — CABLE VAULT
PROPOSED SEWER FORCE MAIN	
PROPOSED SEWER SERVICE WYE	
PROPOSED CURE-IN-PLACE	RIGHT-OF-WAY LINE
EXISTING / PROPOSED — SEWER CLEANOUT	PROPERTY LINE
EXISTING / PROPOSED — SEWER MANHOLE	CURB AND GUTTER
(A) TYPE A – SEDIMENT TUBE INLET PROTECTION	EDGE OF PAVEMENT
	CENTER LINE
EXISTING STORM DRAIN	ASPHALT PAVEMENT OVERLAY

PROPOSED STORM DRAIN	MILLING & RESURFACING
EXISTING / PROPOSED — STORM DRAIN MANHOLE	CONCRETE — BRICK / PAVERS
EXISTING / PROPOSED — STORM DRAIN JUNCTION BOX	BRICK WALL / FENCES
EXISTING / PROPOSED — STORM DRAIN CATCH BASIN	
EXISTING / PROPOSED — STORM DRAIN DROP INLET	STREET SIGN — TRAFFIC — SINGLE/DOUBLE HIGHWAY SIGN
SILT FENCING — INLET PROTECTION	INERSTATE SIGN — TRAFFIC — U.S. HIGHWAY SIGN
	S.C. HIGHWAY SIGN — TRAFFIC — BRIDGE
	PARKING METER — TRAFFIC — HANDICAP SYMBOL
SHORE LINE	BOX TR — BIKE LANE — TRAFFIC — VAULT
WATER SURFACE OR HGL	CONTROL CABINET — TRAFFIC — SIGNAL POLE
BENCHMARK — HUB/PK NAIL	DETECTABLE WARNING — TRAFFIC — NO PARKING SIGN
IPF APROX IPF IPS — PROPERTY IRON (IPF, IO, IPS, etc.)	
R/W MONUMENT	FENCE
EXISTING CONTOURS	
PROPOSED CONTOURS	
EXISTING GRADE — FINISH GRADE	GUARD RAIL
SPOT ELEVATION — PAD STAKE — STATION ELEVATION — EXISTING / PROPOSED	RETAINING WALL
RAILROAD TRACKS	BUSH LINE — BUSH — MARSH/GRASS
SIGNAL — SPIKE — RAILROAD — CROSSING ARMS	TREE LINE — MISCL/TREE — STUMP
MILE MARKER — RAILROAD — SIGNAL BOX	CEDAR — CHERRY — CREPE-MYRTLE
	DOGWOOD — ELM — HICKORY — MAGNOLIA
MAILBOX — BENCH — DUMPSTER	MAPLE — OAK — PALMETTO
	PEAR — PINE — PEACAN — TREE REMOVAL
CONTROL CABINET — VALVE — SPRINKLER — HAND HOLD — IRRIGATION	



LOCATION MAP
NTS



COMPLEX MAP
NTS

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 32096 STEVEN R. COCKERHAM 9.15.16

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION Neel-Schaffer Inc. No. C01745

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
ENGINEERING DIVISION
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

NO.	DATE	INITIALS	REVISION DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: VICINITY MAP, LEGEND & GENERAL NOTES

DRAWING INFORMATION	
DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000
SHEET NO:	G-002

O:\NS.12204.000 – COLUMBIA TRUCK WASH FACILITY\DWG\GENERAL NOTES_MAP_ABBREV.DWG ---- 09/16/2016 16:20:15 9774-CPU2
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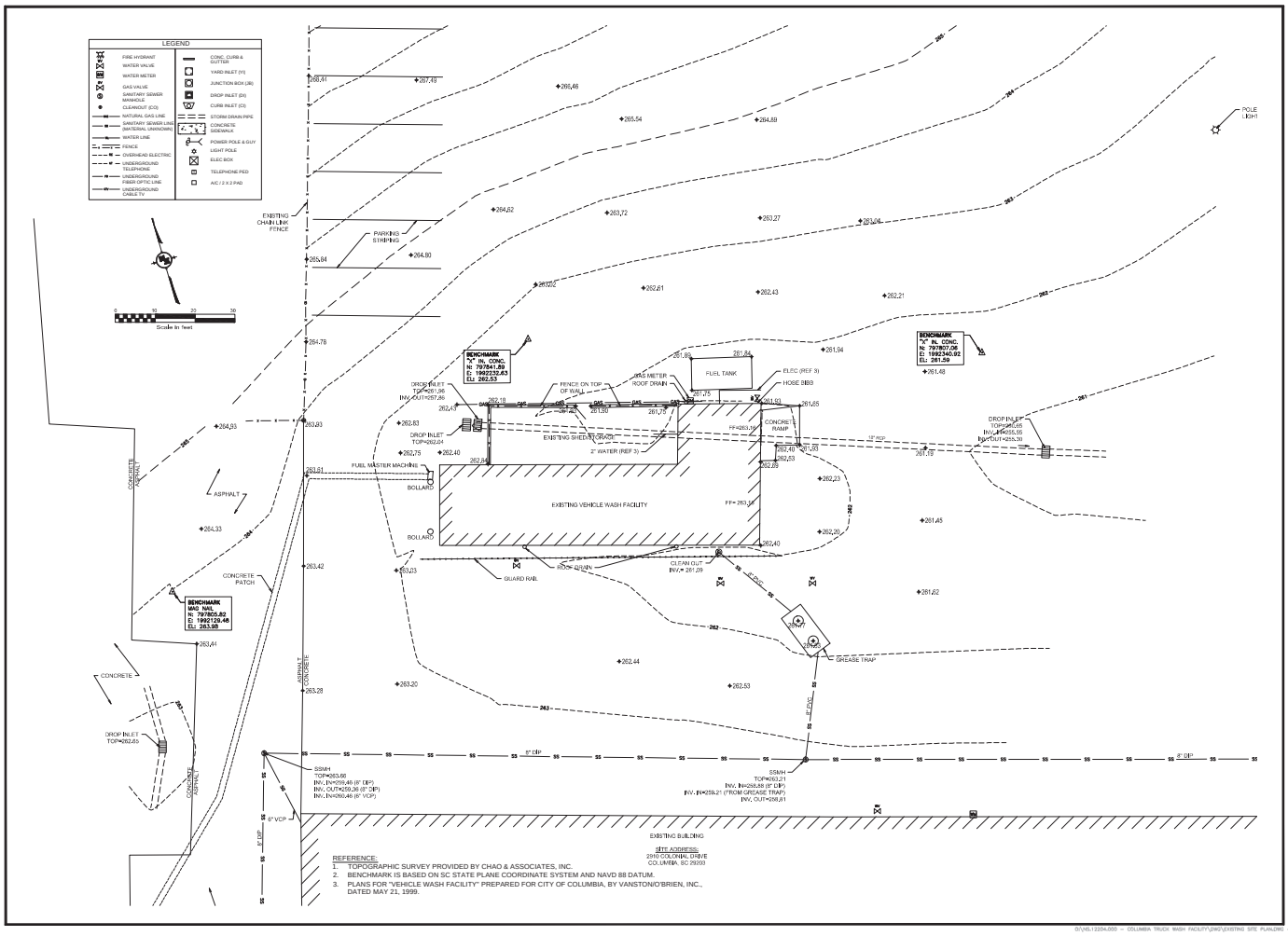


CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
DIVISION OF ENGINEERING
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

REVISION

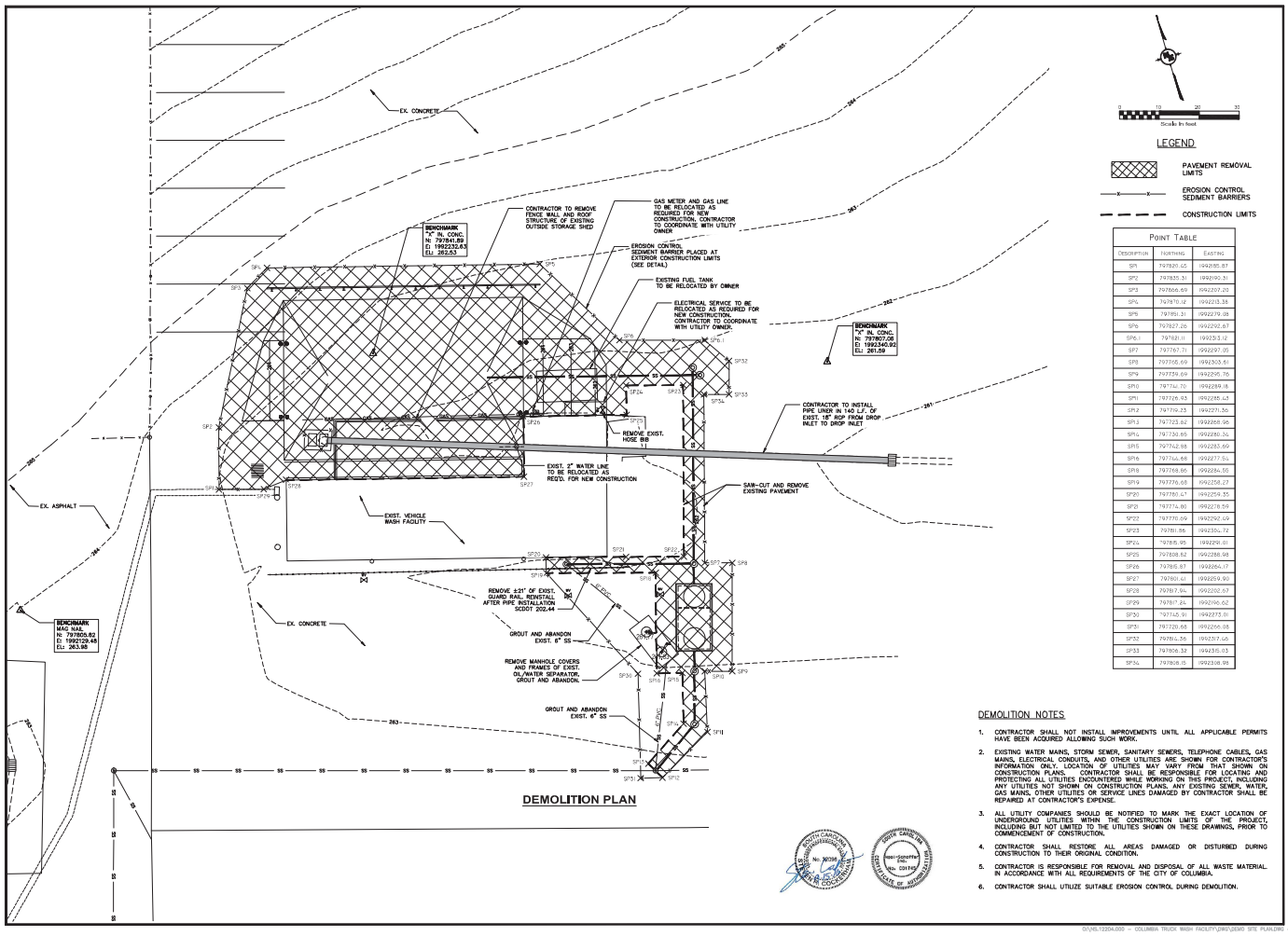
NO	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: EXISTING SITE PLAN

DRAWING INFORMATION	
DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000
SHEET NO:	C-100

G:\NS.12204.000 – COLUMBIA TRUCK WASH FACILITY.DWG\EXISTING SITE PLAN.DWG ——— 09/16/2016 - MADDUX ETTA-CPW2 COC_NCS_C100_Full.ctb



DEMOLITION PLAN

Scale In feet

0 10 20 32

LEGEND

- PAVEMENT REMOVAL LIMITS
- EROSION CONTROL SEDIMENT BARRIERS
- CONSTRUCTION LIMITS

POINT TABLE

DESCRIPTION	NORTHING	EASTING
SP1	797820.65	1992185.87
SP2	797825.31	1992190.31
SP3	797866.69	1992207.20
SP4	797870.12	1992213.38
SP5	797851.31	1992279.38
SP6	797827.26	1992292.67
SP6.1	797821.11	1992313.12
SP7	797767.71	1992297.05
SP8	797765.69	1992303.61
SP9	797759.09	1992295.76
SP10	797747.70	1992289.18
SP11	797726.93	1992285.42
SP12	797712.23	1992271.36
SP13	797723.82	1992268.96
SP14	797730.85	1992280.34
SP15	797742.88	1992283.69
SP16	797746.88	1992277.56
SP18	797768.95	1992284.55
SP19	797776.68	1992258.27
SP20	797780.47	1992259.35
SP21	797774.80	1992278.59
SP22	797770.09	1992292.69
SP23	797811.86	1992310.72
SP24	797815.95	1992291.01
SP25	797808.82	1992288.98
SP26	797815.87	1992264.17
SP27	797801.61	1992259.90
SP28	797817.94	1992202.57
SP29	797817.26	1992196.52
SP30	797745.91	1992273.01
SP31	797720.68	1992256.08
SP32	797814.36	1992317.68
SP33	797806.32	1992315.03
SP34	797808.15	1992308.98

DEMOLITION NOTES

1. CONTRACTOR SHALL NOT INSTALL IMPROVEMENTS UNTIL ALL APPLICABLE PERMITS HAVE BEEN ACQUIRED ALLOWING SUCH WORK.
2. EXISTING WATER MAINS, STORM SEWER, SANITARY SEWERS, TELEPHONE CABLES, GAS MAINS, ELECTRICAL CONDUITS, AND OTHER UTILITIES ARE SHOWN FOR CONTRACTOR'S INFORMATION ONLY. LOCATION OF UTILITIES MAY VARY FROM THAT SHOWN ON CONSTRUCTION PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES ENCOUNTERED WHILE WORKING ON THIS PROJECT, INCLUDING ANY UTILITIES NOT SHOWN ON CONSTRUCTION PLANS. ANY EXISTING SEWER, WATER, GAS MAINS, OTHER UTILITIES OR SERVICE LINES DAMAGED BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
3. ALL UTILITY COMPANIES SHOULD BE NOTIFIED TO MARK THE EXACT LOCATION OF UNDERGROUND UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO THE UTILITIES SHOWN ON THESE DRAWINGS, PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. CONTRACTOR SHALL RESTORE ALL AREAS DAMAGED OR DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION.
5. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL WASTE MATERIAL IN ACCORDANCE WITH ALL REQUIREMENTS OF THE CITY OF COLUMBIA.
6. CONTRACTOR SHALL UTILIZE SUITABLE EROSION CONTROL DURING DEMOLITION.

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 36036 STEVEN R. COCKRELL

SOUTH CAROLINA GROUP CERTIFICATE OF AUTHORIZATION CERTIFICATE OF AUTHORIZATION

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
DIVISION OF DESIGN
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

REVISION			
NO	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: DEMOLITION PLAN

DRAWING INFORMATION	
DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000
SHEET NO:	C-101

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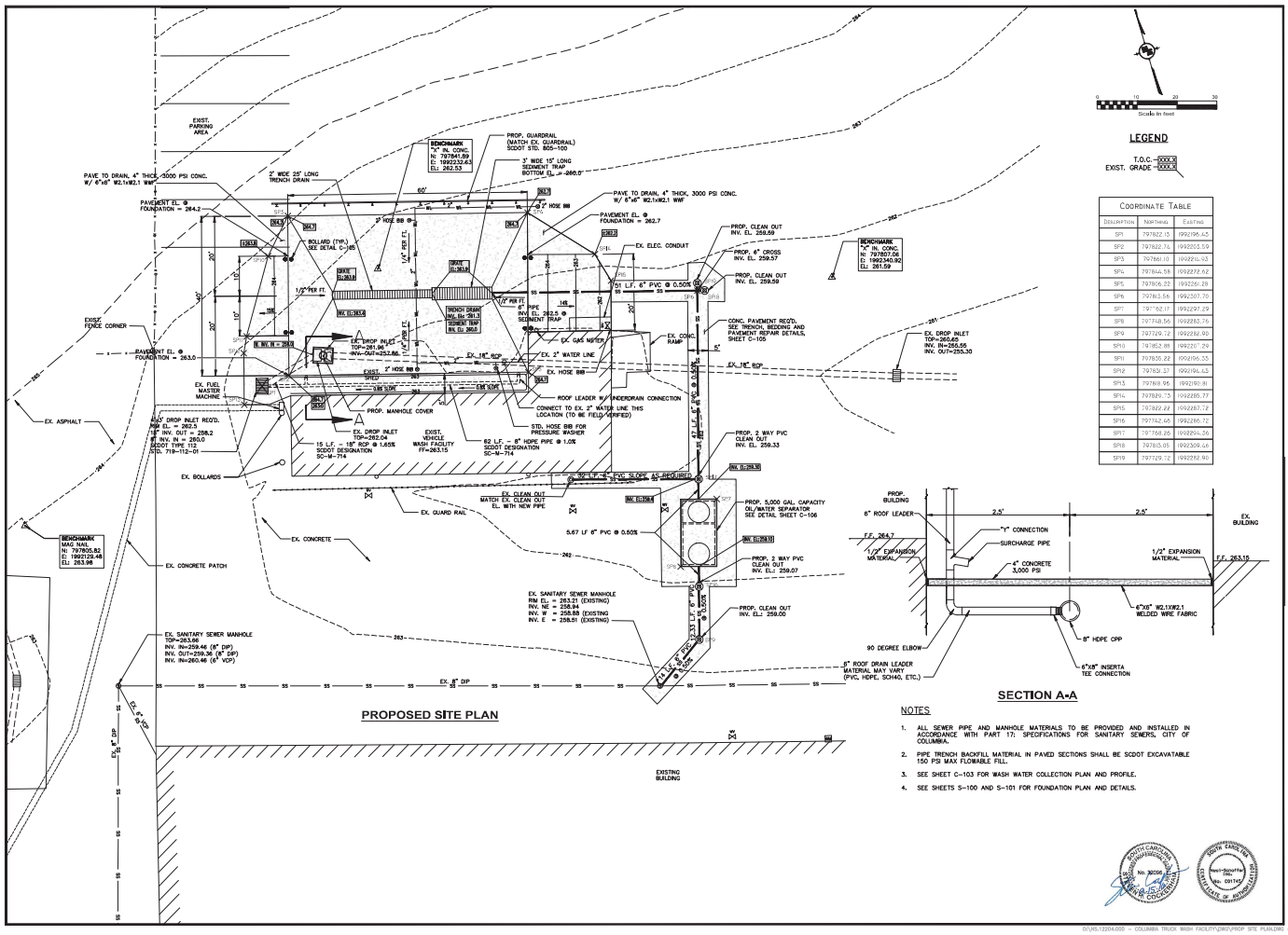

COORDINATE TABLE		
DESCRIPTION	NORTHING	EASTING
SP1	797822.13	1992196.45
SP2	797822.74	1992203.59
SP3	797861.10	1992214.93
SP4	797844.58	1992272.62
SP5	797806.22	1992261.28
SP6	797813.56	1992307.70
SP7	797762.17	1992297.29
SP8	797748.56	1992283.76
SP9	797729.72	1992282.90
SP10	797852.88	1992207.29
SP11	797835.22	1992206.53
SP12	797831.37	1992194.45
SP13	797818.96	1992190.81
SP14	797829.73	1992285.77
SP15	797822.22	1992287.12
SP16	797742.45	1992286.72
SP17	797768.26	1992214.56
SP18	797813.05	1992309.46
SP19	797729.72	1992282.90

NOTES:

1. ALL SEWER PIPE AND MANHOLE MATERIALS TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH PART 17: SPECIFICATIONS FOR SANITARY SEWERS, CITY OF COLUMBIA.
2. PIPE TRENCH BACKFILL MATERIAL IN PAVED SECTIONS SHALL BE SCDOT EXCAVATABLE 150 PSI MAX FLOWABLE FILL.
3. SEE SHEET C-103 FOR WASH WATER COLLECTION PLAN AND PROFILE.
4. SEE SHEETS S-100 AND S-101 FOR FOUNDATION PLAN AND DETAILS.

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
DIVISION OF ENGINEERING
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

REVISION			
NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: PROPOSED SITE PLAN

DRAWING INFORMATION	
DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000
SHEET NO:	C-102

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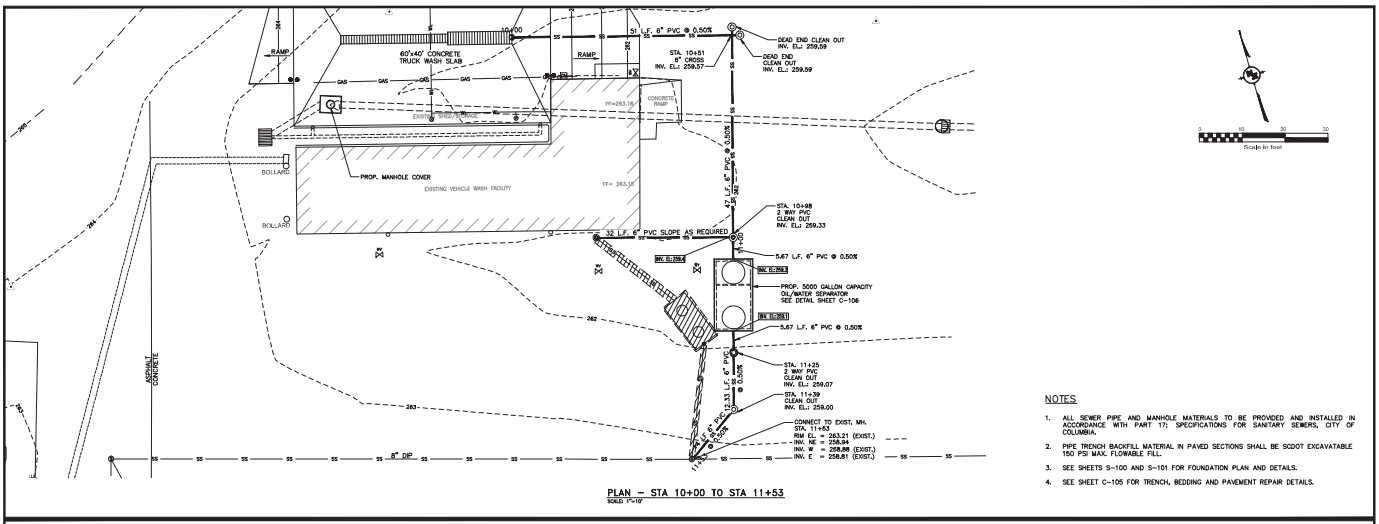
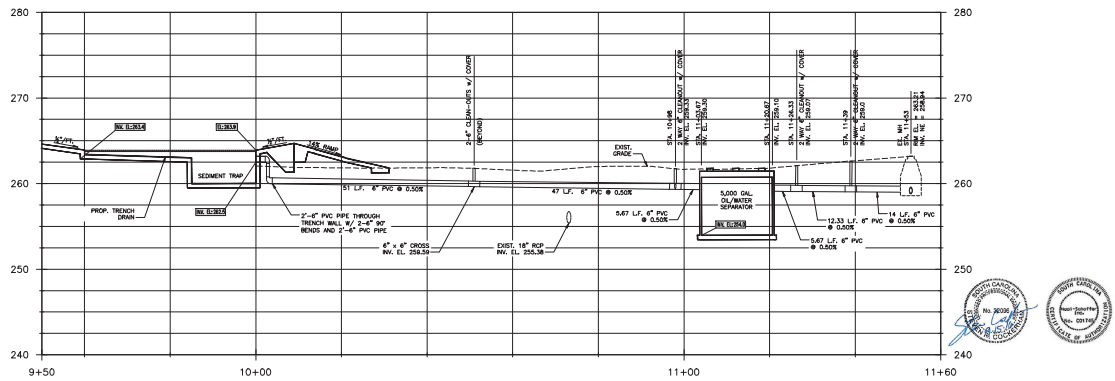


PLAN – STA 10+00 TO STA 11+53
SCALE: 1"=10'

NOTES

1. ALL SEWER PIPE AND MANHOLE MATERIALS TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH PART 17: SPECIFICATIONS FOR SANITARY SEWERS, CITY OF COLUMBIA.
2. PIPE TRENCH BACKFILL MATERIAL IN PAVED SECTIONS SHALL BE SCDOT EXCAVATABLE 150 PSI MAX. FLOWABLE FILL.
3. SEE SHEETS S-100 AND S-101 FOR FOUNDATION PLAN AND DETAILS.
4. SEE SHEET C-105 FOR TRENCH, BEDDING AND PAVEMENT REPAIR DETAILS.



PROFILE – STA. 10+00 TO STA. 11+53
HORIZ SCALE: 1"=10' VERT SCALE: 1"=5'

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
DIVISION OF ENGINEERING
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

REVISION			
NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: WASH WATER COLLECTION PLAN AND PROFILE

DRAWING INFORMATION	
DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000
SHEET NO:	C-103

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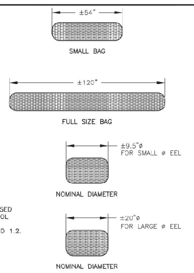
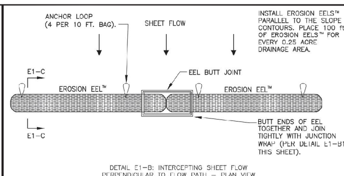
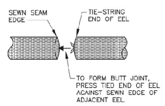


NOTE:
ALL EROSION EELS™ USED FOR PERIMETER CONTROL SHALL USE MIXTURE SPECIFICATIONS 1.1 AND 1.2.

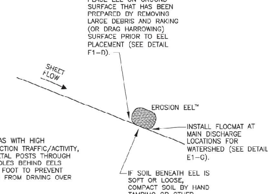
DETAIL E1–A: EROSION EELs™
N.T.S.



DETAIL E1–B: INTERCEPTING SHEET FLOW
PERPENDICULAR TO FLOW PATH – PLAN VIEW



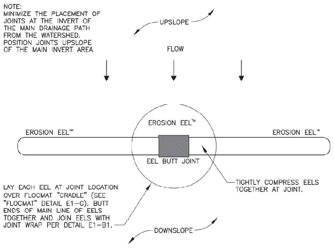
DETAIL E1–B1



NOTE:
FOR AREAS WITH HIGH CONSTRUCTION TRAFFIC/ACTIVITY, DRIVE METAL POSTS THROUGH EEL HANDLES BEHIND EELS EVERY 6 FOOT TO PREVENT VEHICLES FROM DRIVING OVER EELS.

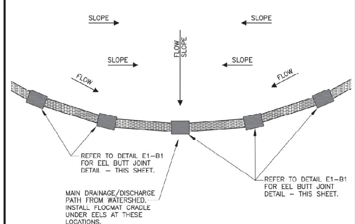
DETAIL E1–C: INTERCEPTING SHEET FLOW
PERPENDICULAR TO FLOW PATH – PLAN VIEW

NOTE:
MINIMIZE THE PLACEMENT OF JOINTS AT THE INVERT OF THE MAIN DRAINAGE PATH FROM THE WATERSHED. POSITION JOINTS UPSLOPE OF THE MAIN INVERT AREA

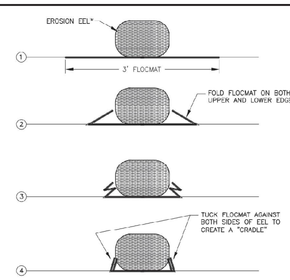


LAY EACH EEL AT JOINT LOCATION OVER FLOCMAT "CRADLE" (SEE "FLOCMAT" DETAIL E1–C). BUTT ENDS OF MAIN LINE OF EELS TOGETHER AND JOIN EELS WITH JOINT WRAP PER DETAIL E1–B1.

DETAIL E1–E: PLAN VIEW
OVERLAP/JOINT DETAIL NEAR DISCHARGE POINTS FROM WATERSHED
N.T.S.



DETAIL E1–F: PLAN VIEW – TYPICAL
ARRANGEMENT OF EELS USED FOR PERIMETER CONTROL
N.T.S.



INSTALL FLOCMAT AT MAIN DISCHARGE LOCATIONS FOR WATERSHED.

DETAIL E1–G: SECTION – FLOCMAT
N.T.S.

SPACING RECOMMENDATIONS FOR THE EROSION EEL™ FOR PERIMETER CONTROLS AND INTERCEPTING SHEET FLOW ON SLOPES

SLOPE(%)	SINGLE EEL SPACING(ft)	*STACKED DUAL EEL SPACING(ft)
0.5	300	N/A
1	200	N/A
2	160	N/A
3	80	N/A
4	50	N/A
5	40	N/A
6	35	N/A
8	30	N/A
10	25	N/A
15	+17	N/A
20	+12	+25
25	N/A	+15
33	N/A	+10
50	N/A	+6

* DUAL STACK REFERS TO TWO EELS STACKED ATOP ONE ANOTHER AND STABILIZED WITH T–POSTS. SEE DETAIL E2–E ON SHEET E–2.

+ PLACE STAKES BEHIND EELS @ 24" C/C SPACING. SEE SHEET E–2 FOR STAKING DETAILS.

GENERAL NOTES:

1. EROSION EELS™ USED IN PERIMETER CONTROL APPLICATIONS SHALL HAVE A SPECIFICATION MIXTURE 1.1 OR 1.2.
   c. MIXTURE SPECIFICATION 1.1. A FILTER MIXTURE COMPRISED OF 50% SHREDDED RUBBER AND 50% WOOD CHIP PARTICLES BY VOLUME. THE SHREDDED RUBBER SHALL BE WASHED AND PROCESSED TO REMOVE MOST, IF NOT ALL, METAL COMPONENTS. THE RUBBER SHALL BE DERIVED FROM RECYCLED TIRES AND SHALL BE SHREDDED TO PRODUCE A MAXIMUM PARTICLE SIZE OF +/– 3/4 INCH. THE WOOD CHIPS SHALL BE PRODUCED FROM HARDWOOD TREES AND SHALL CONFIRM TO AASHTO CERTIFICATION SPECIFICATION MP 9–03.
   b. MIXTURE SPECIFICATION 1.2. A FILTER MIXTURE COMPRISED OF 1/3 SHREDDED RUBBER, 1/3 WOOD CHIPS, AND 1/3 RECYCLED SYNTHETIC FIBERS. THE SHREDDED RUBBER SHALL BE WASHED AND PROCESSED TO REMOVE MOST, IF NOT ALL, METAL COMPONENTS. THE RUBBER SHALL BE DERIVED FROM RECYCLED TIRES AND SHALL BE SHREDDED TO PRODUCE A MAXIMUM PARTICLE SIZE OF +/– 3/4 INCH. THE WOOD CHIPS SHALL BE PRODUCED FROM HARDWOOD TREES AND SHALL CONFIRM TO AASHTO CERTIFICATION SPECIFICATION MP 9–03. THE SYNTHETIC FIBERS SHALL BE PRODUCED FROM RECYCLED, MANUFACTURED MATERIALS, SUCH AS, BUT NOT LIMITED TO, PRE–CONSUMER SCRAP CARPET, TIRE CHORD, AND TIRE FIBER MATERIALS.
2. EROSION EELS™ SHALL BE MANUFACTURED FROM A WOVEN GEOTEXTILE COVERING WITH INTERIOR FILTER MATERIALS SUCH AS 100% SHREDDED RUBBER (MIXTURE SPECIFICATION 1.0, 50% SHREDDED RUBBER/50% AASHTO–CERTIFIED WOOD CHIPS (MIXTURE SPECIFICATION 1.1).
3. LENGTHS OF EROSION EELS™ SHALL BE EITHER A NOMINAL +/–10 FT. OR +/– 4.5 FT. NOMINAL DIAMETER SHALL BE +/–9.5 INCHES.
4. EROSION EELS™ CAN BE PLACED AT THE TOP, ON THE FACE, OR AT THE TOE OF SLOPES TO INTERCEPT RUNOFF, REDUCE FLOW VELOCITY, RELEASE THE RUNOFF AS SHEET FLOW AND PROVIDE REMOVAL OF SEDIMENT FROM THE RUNOFF.
5. EROSION EELS™ SHALL BE INSTALLED ALONG THE GROUND CONTOUR, AT THE TOE OF SLOPES, AT AN ANGLE TO THE CONTOUR TO DIRECT FLOW AS A DIVERSION BERM, AROUND INLET STRUCTURES, IN A DITCH AS A CHECK DAM TO HELP REDUCE SUSPENDED SOLIDS LOADING AND RETAIN SEDIMENT, OR AS A GENERAL FILTER FOR ANY DISTURBED SOIL AREA.
6. NO TRENCHING IS REQUIRED FOR INSTALLATION OF EROSION EELS™
7. PREPARE BED FOR EEL INSTALLATION BY REMOVING ANY LARGE DEBRIS INCLUDING ROCKS, SOIL CLODS, AND WOODY VEGETATION. EROSION EELS™ CAN ALSO BE PLACED OVER PAVED SURFACES INCLUDING CONCRETE AND ASPHALT WITH NO SURFACE PREPARATION REQUIRED.
8. RAKE BED AREA WITH A HAND RAKE OR BY DRAG HARROW.
9. DO NOT PLACE EEL DIRECTLY OVER RILL AND GULLIES UNTIL AREA HAS BEEN HAND–EXCAVATED AND RAKED TO PROVIDE A LEVEL BEDDING SURFACE. ALL SURFACES SHALL BE UNIFORMLY COMPACTED FOR MAXIMUM SEATING OF EELS IN PLACE.
10. FOR LOCATIONS WHERE EELS WILL BE PLACED IN CONCENTRATED FLOWS (SUCH AS CHECK DAMS, INLET PROTECTION) AND FOR PERIMETER CONTROLS AT PRIMARY DISCHARGE LOCATIONS, BED THE EELS IN A FLOCMAT CRADLE PER THE DETAILED DRAWINGS.
11. FOR DITCH APPLICATIONS, THE MAXIMUM DRAINAGE AREA SHALL BE 10 ACRES.
12. IF MORE THAN ONE EROSION EEL™ IS PLACED IN A ROW, THE EELS SHALL BE OVERLAPPED A MINIMUM OF 12 INCHES TO PREVENT FLOW AND SEDIMENT FROM PASSING THROUGH THE FIELD JOINT. COMPRESS THE TWO EELS OF THE OVERLAP TIGHTLY TOGETHER EITHER BY HAND OR MANUFACTURER–APPROVED MECHANIZED MEANS.
13. WHEN USED IN DITCHES AS A CHECK DAM, EROSION EELS™ SHALL BE INSTALLED PER MANUFACTURER'S DETAILS.
14. FOR CHECK DAM APPLICATIONS, EROSION EELS™ SHALL BE PLACED PERPENDICULAR TO THE FLOW OF THE WATER. EROSION EELS™ SHALL CONTINUE UP THE SIDES SLOPES A MINIMUM OF 3 FEET ABOVE THE DESIGN FLOW DEPTH.
15. EROSION EELS™ SHALL REMAIN IN PLACE UNTIL FULLY ESTABLISHED VEGETATION HAS COMPLETELY DEVELOPED OR UNTIL THE STORAGE CAPACITY/FUNCTIONAL LIFE OF THE EEL HAS BEEN EXHAUSTED (REQUIRING REPLACEMENT WITH NEW EELS).
16. ANCHORING POSTS FOR CHECK DAM APPLICATIONS SHALL HAVE A MINIMUM WEIGHT OF 1.25 LBS/FT STEEL T–POSTS (5 TO 7 FT. LENGTHS) ROLLED FROM HIGH CARBON STEEL. POSTS SHOULD BE HOT–DIP GALVANIZED OR COATED WITH A WEATHER–RESISTANT PAINT FOR STEEL APPLICATION. POSTS SHOULD BE EQUIPPED WITH A METAL ANCHOR PLATE. INSTALL PER DETAILS ON THIS SHEET.
17. PLACE T–POSTS THROUGH HANDLE OF BAGS. DO NOT DRIVE POSTS THROUGH EROSION EELS™. T–POSTS ARE TO BE EMBEDDED A MINIMUM OF 2 FT INTO GROUND.

EROSION & SEDIMENT CONTROL STANDARD NOTES

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14 DAYS AFTER WORK HAS CEASED, EXCEPT AS STATE BELOW.
   a. HERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   b. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED AND EARTH–DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS. IF SITE INSPECTIONS IDENTIFY BMPS THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED A SOON AS PRACTICABLE OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
4. PROVIDE AND INSTALL SILT FENCE AND/OR OTHER SEDIMENT AND EROSION CONTROL DEVICES, AS REQUIRED,TO CONTROL SOIL EROSION AND SEDIMENTATION DURING CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED IMMEDIATELY AFTER THE UTILITY INSTALLATION.
5. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE. ONGOING INSPECTIONS SHALL BE CONDUCTED IN ORDER TO IDENTIFY ANY MALFUNCTIONS OR OPERATION OF THE EQUIPMENT. COLLECTED MATERIALS MUST BE DISPOSED OF PROPERLY.
6. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED AND PROPERLY DISPOSED OF ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
7. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY CONSTRUCTION AREAS. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS REQUIRED.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM ASLOPE RUNOFF AND/OR TO DIVERT SEDIMENT–LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL DISTURBED AREAS NOT PAVED SHALL BE GRASSED. USE TEMPORARY PLANT COVER, MULCHING, AND/OR STRUCTURES TO CONTROL RUNOFF AND PROTECT AREAS SUBJECT TO EROSION DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE RIP–RAP OR STONE STABILIZATION AT POINTS OF DISCHARGE DURING FIRE HYDRANT TESTING.
11. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE SHALL BE INSTALLED IN ALL AREAS WHERE A 50–FOOT BUFFER CAN'T BE MAINTAIN BETWEEN THE DISTURBED AREA AND ALL WOS. A 10–FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
12. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

INSPECTION & MAINTENANCE

1. INSPECT SILT FENCE AND INLET FILTERS TO ENSURE PROPER INSTALLATION ONCE EVERY SEVEN (7) CALENDAR DAYS. CHECK INTEGRITY OF FENCE FOR EROSION BENEATH THE SEDIMENT AND EROSION CONTROL DEVICES, SAGGING OR COLLAPSED DEVICES. MAKE NEEDED REPAIRS IMMEDIATELY.
2. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO STABILIZATION OF THE CONSTRUCTION SITE, THE FABRIC SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE–THIRD THE HEIGHT OF THE SILT FENCE OR FILTER FABRIC.

CONSTRUCTION SEQUENCE

ITEMS MUST OCCUR IN THE ORDER LISTED;
ITEMS CANNOT OCCUR CONCURRENTLY UNLESS SPECIFICALLY NOTED.

1. RECEIVE PERMIT COVERAGE FROM CITY OF COLUMBIA AND NPDES COVERAGE FROM SCDHEC.
2. PRE–CONSTRUCTION MEETING (ON–SITE IF MORE THAN 5,000 SQ. FT. ARE DISTURBED AND THE PROJECT IS NON–LINEAR).
3. NOTIFY CITY OF COLUMBIA STORM WATER MANAGEMENT (803) 545–3186 AT LEAST 2 DAYS PRIOR TO BEGINNING LAND DISTURBANCE.
4. INSTALLATION OF CONSTRUCTION ENTRANCE(S) AS APPLICABLE.
5. CLEARING AND GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
6. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE) AS APPLICABLE.
7. CLEARING AND GRUBBING OF SITE OR DEMOLITION (SEDIMENT AND EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED).
8. FINE GRADING, PAVING, ETC.
9. PERMANENT/FINAL STABILIZATION.
10. REMOVAL OF TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (IT IS RECOMMENDED THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES).
11. SUBMIT NOTICE OF TERMINATION (NOT) TO CITY OF COLUMBIA STORM WATER MANAGEMENT AS APPROPRIATE.

1. NOTE: IF NPDES COVERAGE IS BEING ISSUED AFTER LAND–DISTURBING ACTIVITIES HAVE ALREADY STARTED (E.G. IN RESPONSE TO A NOTICE TO COMPLY, NOTICE OF VIOLATION, OR ENFORCEMENT ACTION), THEN THE CONSTRUCTION SEQUENCE MUST SPECIFICALLY INDICATE THE ITEMS THAT HAVE ALREADY OCCURRED AND THE ITEMS THAT WILL BE OCCURRING AFTER NPDES COVERAGE IS ISSUED.
2. NOTE: INSTALLATION OF SOME PERMANENT WATER QUALITY DEVICES SHOULD OCCUR AFTER THE SITE IS STABILIZED; INCLUDE THIS IN THE SEQUENCE. CLEANOUT OF OTHER WATER QUALITY DEVICES THAT WERE USED DURING CONSTRUCTION SHOULD OCCUR AFTER SITE STABILIZATION.
3. NOTE: MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY STABILIZED AND/OR UNTIL THE CONTROLS ARE REMOVED.

DESIGNER'S CERTIFICATION

"I HEREBY CERTIFY THAT THIS PLAN IS DESIGNED TO CONTAIN SOIL ON THE PROPERTY CONCERNED TO THE MAXIMUM EXTENT, TO PROVIDE FOR THE PROTECTION OF THE PROPERTY AND THE PROPOSED IMPROVEMENTS THEREON FROM THE EFFECTS OF FLOODING, TO PROVIDE FOR THE CONTROL OF THE RUNOFF FROM THE PROPERTY, AND THAT ALL THE PROVISIONS FOR SEDIMENT CONTROL AND STORM DRAINAGE ARE IN ACCORDANCE WITH THE STORMWATER MANAGEMENT AND SEDIMENT CONTROL ORDINANCE FOR RICHLAND COUNTY, SOUTH CAROLINA, AND LEXINGTON COUNTY, SOUTH CAROLINA"

DATE ____________________ REGISTERED ENGINEER NAME

APPLICANT'S CERTIFICATION

"I (WE) HEREBY CERTIFY THAT ALL CLEARING, GRADING, CONSTRUCTION, AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN AND I (WE) ARE RESPONSIBLE FOR THE LAND DISTURBANCE AND RELATED MAINTENANCE THEREOF. RICHLAND COUNTY, LEXINGTON COUNTY, AND SCDHEC AUTHORITIES WILL BE ALLOWED TO ENTER THE PROJECT SITE FOR THE PURPOSE OF ON–SITE INSPECTIONS."

DATE ____________________ OWNER/PERMIT APPLICANT

CITY OF COLUMBIA
DEPARTMENT OF UTILITIES AND ENGINEERING
ENGINEERING DIVISION
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

NO.	DATE	INITIALS	REVISION DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: EROSION & SEDIMENT CONTROL DETAILS

DRAWING INFORMATION	
DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000
SHEET NO:	C-104

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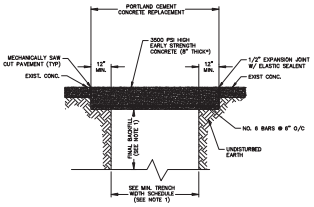
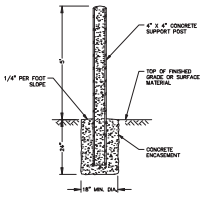


CONCRETE PAVEMENT REPAIR DETAIL
NOT TO SCALE

NOTES:

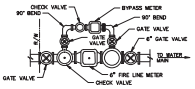
1. FINAL BACKFILL MATERIAL SHALL BE SCDOT EXCAVATABLE 150 PSI MAX FLOWABLE FILL REF. SCDOT STANDARD SPECIFICATION SECTION 210 AND SC-M-210.
2. INTERFACE BETWEEN NEW AND EXISTING SURFACES SHALL BE SMOOTHED TO THE MAXIMUM EXTENT POSSIBLE TO PREVENT ANY DRIVING SURFACE IRREGULARITIES.



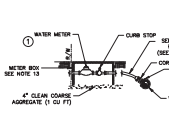
BOLLARD DETAIL
NOT TO SCALE

NOTE:

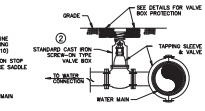
ALL BOLLARDS TO BE PAINTED WITH ONE COAT OF PRIMER TNEMEC SERIES 66H-BUILD 2.0 MDFT AND 2 COATS OF TNEMEC SERIES 73. ENDURA-SHIELD, 2.0 MDFT PAINT (COLOR WARNING YELLOW)



FIRE SERVICE COMBINED WITH DOMESTIC SERVICE (TYPICAL)



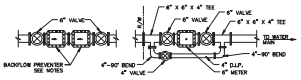
SERVICE SADDLE DETAIL TYPICAL



SERVICES 2" AND LARGER

NOTES:

1. SEE-ON-SIZE TAPPING SLEEVES SHALL BE MECHANICAL JOINTS.
2. SMALLER TAPS ONTO LARGER LINES MAY USED FABRICATED TAPPING SLEEVES AND VALVES



SERVICE CONNECTION 4" & OVER WITHOUT FIRE SERVICE

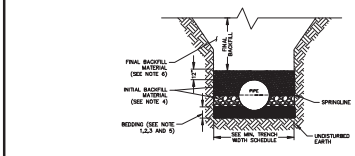
NOTE:

BACKFLOW PREVENTERS MAY BE HOUSED INSIDE BUILDING OR IN SEPARATE VALVE PIT

NOTES:

1. FIRE SERVICE METER ASSEMBLY UTILIZES ONLY ONE LINE FOR FIRE PROTECTION SERVICE AND DOMESTIC WATER SERVICE. ONLY ONE METER BOX REQUIRED TO HOUSE SERVICE TO PROPERTY.
2. THE SIZES OF FIRE LINE METER AND BYPASS METER VARIES WITH APPLICATION.
3. METERS AND BACKFLOW PREVENTERS ARE IN SEPARATE PITS NORMALLY.
4. TYPICAL BACKFLOW PREVENTOR VARIES WITH APPLICATION.
5. METER AND INSTALLATION TO BE PER CITY STANDARD SPECIFICATIONS.
6. ALL VALVES MUST BE INSTALLED PER CITY OF COLUMBIA SPECIFICATIONS.
7. VALVES NOT IN PITS WILL BE IN CAST IRON BOXES WITH CAST IRON LIDS AS SHOWN IN MUELLER CATALOG W-103, OR APPROVED EQUAL.
8. ALL D.I. PIPE JOINTS TO BE FLANGED.
9. ALL COPPER JOINTS TO BE FLARED.
10. SERVICE LINES 2" AND SMALLER SHALL BE POLYETHYLENE PE 3408 DR-11 CLASS 160 CTS TUBING WITH BRASS FITTINGS. SERVICE SADDLES ARE REQUIRED ON ALL SERVICE CONNECTIONS 2" OR SMALLER ON ALL WATER MAINS. SERVICE SADDLES USED TO MAKE SERVICE CONNECTIONS SHALL PROVIDE FULL SUPPORT AROUND THE CIRCUMFERENCE OF THE WATER MAIN. DIRECT SERVICE TAPS ON WATER MAINS SHALL BE PROHIBITED.
11. WHEN THE CITY ELECTS TO INSTALL THE SERVICE ON NEW MAINS, THE CONTRACTOR SHALL STUBOUT THE SERVICE WITH A FLANGED TO MECHANICAL-JOINT VALVE.
12. ALL PRESSURE REDUCING BACKFLOW PREVENTERS SHALL BE IN ACCORDANCE WITH SCDHEC REQUIREMENTS.
13. METER BOXES FOR METERS 2" AND SMALLER WITHIN THE TRAVELED MAY MUST BE CAST IRON OR CONCRETE. METER BOXES OUTSIDE THE TRAVELED MAY MAY BE CAST IRON, CONCRETE, OR PLASTIC. CAST IRON METER READER COVERS ARE REQUIRED. FOR METERS 3" AND LARGER REFER TO THE STANDARD DETAIL.

TYPICAL SERVICE CONNECTIONS
NOT TO SCALE

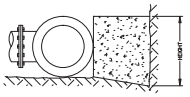


MINIMUM TRENCH WIDTH SCHEDULE			
PIPE SIZE I.D.	12" OR LESS	12" TO 21"	24" TO 30"	33" TO 54"
TRENCH WIDTH (W/O SHORING)	36"	I.D. + 24"	I.D. + 30"	I.D. + 30"
TRENCH WIDTH (W/ SHORING)	48"	I.D. + 36"	I.D. + 42"	I.D. + 42"

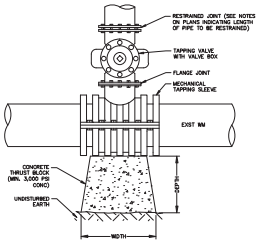
MINIMUM PIPE BEDDING DETAIL
NOT TO SCALE

NOTES:

1. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 12".
2. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING MATERIAL BELOW THE PIPE. THE ENGINEER SHALL DETERMINE IN THE FIELD THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO REACH A SUITABLE FOUNDATION.
3. THE PIPE BEDDING SHALL BE AASHTO M145 GROUP CLASSIFICATION A1 BEDDING SAND IN 6" LAYERS TO THE BOTTOM OF THE PIPE. THEN BACKFILLED WITH HAND PLACED MATERIAL CONSOLIDATED IN 6" LAYERS TO THE SPRINGLINE OF THE PIPE.
4. INITIAL BACKFILL FROM BEDDING TO SPRINGLINE OF PIPE:
   PLACE NO. 57 STONE AROUND THE HAUNCH OF PIPE TO SPRINGLINE OF PIPE.
   INITIAL BACKFILL FROM SPRINGLINE OF PIPE TO 12" ABOVE PIPE:
   INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±2% OF OPTIMUM MOISTURE CONTENT. BACKFILL MATERIAL UP TO A LEVEL TWELVE INCHES (12") OVER TOP OF PIPE AND SHALL EXCLUDE CLAY MATERIALS AND LOOSE ROCKS LARGER THAN 2".
5. BELL HOLES SHALL BE DUG TO PERMIT THE ENTIRE STRAIGHT BARREL OF THE PIPE TO REST THE SUITABLE UNDISTURBED SOIL OR BEDDING MATERIAL.



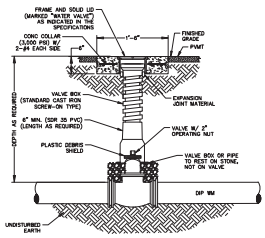
TAP SIZE	DIMENSIONS IN FEET		
	W	H	D
4" & 4"	2.0	1.4	1.0
6"	3.5	2.0	1.4
10"	4.0	2.5	1.8
12"	5.0	3.0	2.5



TYPICAL TAPPING SLEEVE AND VALVE DETAIL
NOT TO SCALE

NOTES:

1. BASED ON 100 PSI STATIC PRESSURE PLUS AMBA WATER HAMMER ALLOWANCE
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND WITH 2000 PSF BEARING CAPACITY.
3. CONCRETE THRUST BLOCKS TO BE USED AT ALL LINES OPERATING UNDER PRESSURE.
4. KEEP ALL FITTING JOINTS CLEAR OF THRUST BLOCKS.
5. POOR SOIL A-4-A-5, SILTY SOILS, CLAYS, MUCK, AND PEAT WILL REQUIRE LARGER THRUST BLOCKS.



GATE VALVE AND VALVE BOX DETAIL
NOT TO SCALE

NOTES:

1. FOR UNPAVED LOCATIONS, A CONCRETE VALVE BOX PROTECTOR RING SHALL BE PROVIDED AND INSTALLED FLUSH WITH GRADE. PROTECTOR RING PAD IS NOT REQUIRED FOR VALVE LOCATED IN THE ROADWAY, UNLESS SHOWN OR NOTED OTHERWISE.
3. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS. ROUTE LOCATE WIRES THROUGH THE ADJUSTMENT SECTION OF BOX OR DRILL 3" HOLE IN THE BOX TOP SECTION. THE LOCATE WIRES SHALL BE CONNECTED TOGETHER WITH WIRE NUT.
4. GATE VALVES SHALL OPEN LEFT.
5. PROVIDE A WHITE OR BLACK PLASTIC DEBRIS SHIELD WHICH INSTALLS BELOW THE OPERATING NUT. SHIELD SHALL BE BY AFC, MORLOK OR APPROVED EQUAL.

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
DIVISION OF ENGINEERING
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

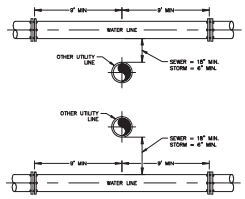
REVISION			
NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: CIVIL DETAILS

DRAWING INFORMATION	
DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000
SHEET NO:	C-105

G:\NS.12204.000 – COLUMBIA TRUCK WASH FACILITY\DWG\DETAILS.DWG ——— 09/16/2016 1:42:23 EST4-CP-01 CDC_ACSL_C30_Full.ctb

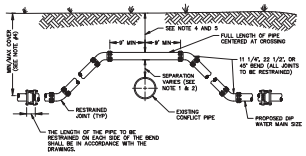


WATER AND SEWER/STORM CROSSING DETAIL

NOT TO SCALE

NOTES:

1. WHERE A WATER LINE CROSSES UNDER AN EXISTING UTILITY, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE OTHER EXISTING UTILITY TO PREVENT DAMAGE TO THE WATER MAIN.
2. IF CLEARANCE OF STORM DRAIN IS LESS THAN 18", USE CONCRETE ENCASEMENT ON DIP, WHICH SHALL HAVE POLYETHYLENE ENCASEMENT PRIOR TO CONCRETE BEING POURED.

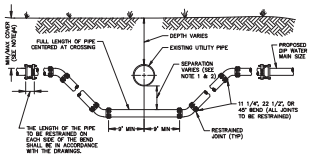


ADJUSTMENT OVER EXISTING UTILITIES DETAIL

NOT TO SCALE

NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL ON THIS SHEET.
3. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 36" (MIN) IN UNPAVED AREAS, 48" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 60", UNLESS APPROVED BY THE CITY ENGINEER.
4. IF UTILITY CONFLICT IS LOCATED IN A NON-TRAFFIC AREA (NO TRAFFIC LOADS), THEN THE MINIMUM COVER MAY BE REDUCED TO 24 INCHES (ONLY IN THE AREA OF THE CONFLICT AND AS APPROVED BY THE CITY ENGINEER).
5. IF UTILITY CONFLICT IS LOCATED IN A TRAFFIC AREA, THEN THE MINIMUM COVER MAY BE REDUCED TO 36 INCHES (ONLY IN THE AREA OF THE CONFLICT AND AS APPROVED BY THE CITY ENGINEER). BACKFILL SHALL BE FLOWABLE FILL.

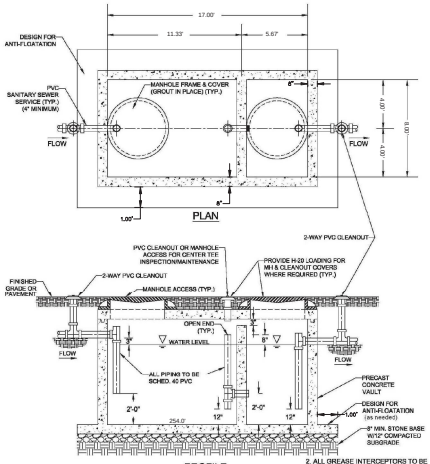


ADJUSTMENT UNDER EXISTING UTILITIES DETAIL

NOT TO SCALE

NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL ON THIS SHEET.
3. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 36" (MIN) IN UNPAVED AREAS, 48" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 84", UNLESS APPROVED BY THE CITY ENGINEER.

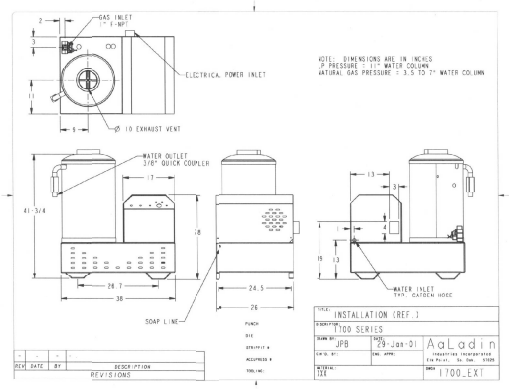


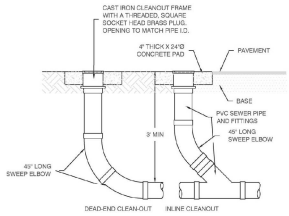
NOTES:

1. ALL PROPOSED GREASE INTERCEPTORS TO BE SUBMITTED TO CITY OF COLUMBIA FOR APPROVAL PRIOR TO INSTALLATION.
2. ALL GREASE INTERCEPTORS TO BE INSTALLED, OWNED AND MAINTAINED BY PROPERTY OWNER.
3. USE NON-SHRINK GROUT AT ALL PENETRATIONS.
4. PROVIDE BUTYL RUBBER SEAL BETWEEN ALL SECTIONS AND TOP.
5. LOCATE MANHOLE ACCESS ABOVE TEES FOR VISUAL INSPECTION AND MAINTENANCE.

GR #1

CITY OF COLUMBIA
STANDARD GREASE INTERCEPTOR
(NOT TO SCALE)





NOTE: IN PAVED AREAS INSTALL CONCRETE PAD AFTER PAVING IS COMPLETE.

CLEANOUT DETAIL (6-IN. & SMALLER MAINS)

NOT TO SCALE

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
ENGINEERING DIVISION
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

REVISION			
NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: CIVIL DETAILS

DRAWING INFORMATION	
DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO.:	
DATE:	09/15/16
PROJECT NO:	N5.12204.000
SHEET NO:	C-106

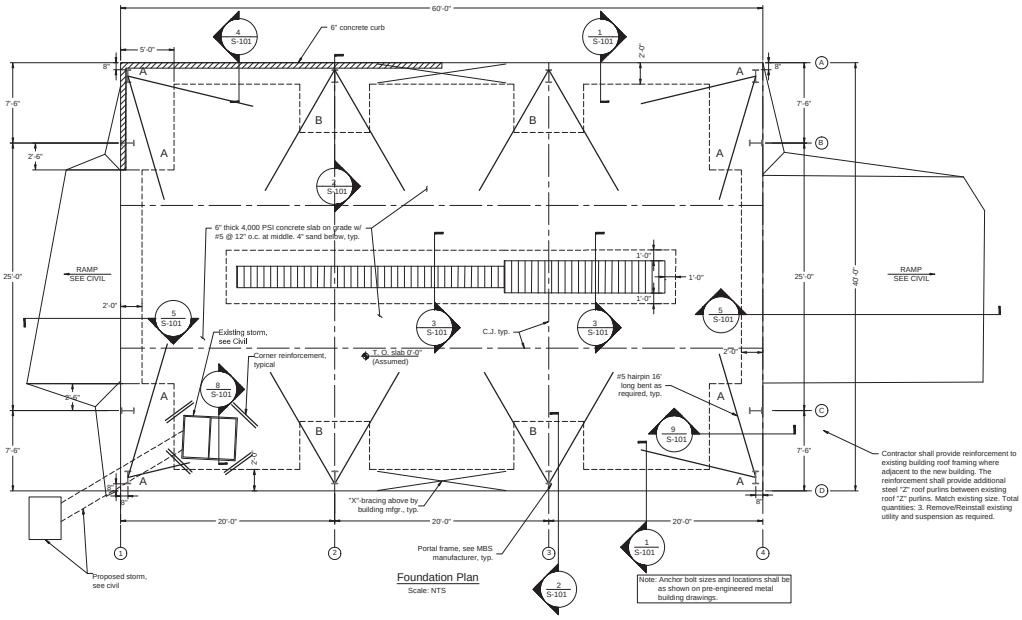
G:\N5.12204.000 - COLUMBIA TRUCK WASH FACILITY\DWG\DETAILS.DWG ——— 09/16/2016 (MAR)(PAS: PT74-CP10) COC_NCS_C3D_Futurite

General Notes:

1. All design loads are provided by metal building system design drawings produced by NUCOR. Dated 4-27-2015.
2. Foundation designs are based on metal building design loads of the proposed metal building.
3. See metal building manufacturer's anchor bolt layout plan for anchor bolt plan location, anchor bolt plan detail schedule and other information. The anchor bolt diameter, projection and quantities for each plan detail shall be as specified by metal building manufacturer. Anchor bolts shall be headed and embedded to 3" above bottom of foundation.
4. Column locations and orientation are based on provided metal building system design drawings. Produced by NUCOR. Dated 4-27-2015.
5. Verify dimensions with Architect and/or metal building system manufacturer.
6. The construction falsework design (if any) is the responsibility of the Contractor. The design shall be performed by a Registered Engineer and shall be submitted for approval before commencing of the work.
7. Where a detail is shown on Structural Drawings for one condition, it shall apply to all similar or like conditions, unless noted or shown otherwise on plans.
8. All items shall be tightly anchored or attached square, plumb, and true, or in other planes and shapes as shown on the drawings. Joints shall be tight, even, and free of offsets. No field altering of any members will be allowed that will cause them not to be in accordance with the drawings and specifications, without written approval of the Project Engineer.
9. The dimensions shown with a suffix "±" are approximate and shall be verified by the Contractor before fabrication.
10. If the Contractor finds a difference between these drawings & existing conditions, or finds any other conditions which prohibit execution of the work as directed in these drawings, the Contractor shall notify the Engineer immediately.
11. The Owner shall employ a laboratory to perform the quality assurance, sampling, testing and/or inspection at his expense. Final selection of such laboratory shall be approved by the Engineer.
12. The foundation is designed based on the assumed allowable soil bearing pressure of 2.5 KSF. The foundation excavation shall be verified by a Geotechnical Engineer before the placement of foundation. All fill soil shall be compacted at 8" lift in loose thickness. All subgrade of foundation shall be compacted to 98% standard proctor density as a minimum or as directed by soil report.
13. Any revision/modification to the original design during the shop drawing process, the Contractor shall clearly cloud line all the changes and shall receive approval from the Engineer in writing before fabrication. Any costs associated with correcting the unapproved change shall be at the Contractor's expense.

Concrete:

1. Concrete: concrete minimum compressive strength at 28 days shall be 4,000 PSI.
2. Reinforcement: all mild reinforcement bar shall be A615 grade 60 steel. All welded wire fabric shall conform to ASTM A185, grade 65.
3. Bending dimensions & tolerances for reinforcing bar shall conform to current CRSI Manual of Standard Practice.
4. Lap splices shall conform to the current CRSI Manual of Standard Practice unless otherwise noted.
5. Horizontal construction joints to be scrubbed with a coarse wire brush at the approximate time of initial set to remove all laitance and to produce a roughened surface.
6. Concrete work shall comply with ACI "Specifications for Structural Concrete" (ACI 301-10) and applicable provisions of ACI 318-14, keep a copy of ACI Field Reference Manual(ACI SP-15-10) Which includes ACI 301 and other ACI and ASTM references on the job.
7. Detailing, fabricating, and placing of reinforcing steel and accessories shall be in accordance with ACI "Details and Detailing of Concrete Reinforcement" (ACI 315-99) and shall comply with (ACI 318-14) and with (ACI 301-10).
8. The contractor shall select the testing laboratory & employ the laboratory at the contractor's expense to perform concrete strength testing per ACI 318-14. Final selection of testing laboratory shall be approved by engineer.



Foundation Plan
Scale: NTS

Note: Anchor bolt sizes and locations shall be as shown on pre-engineered metal building drawings.

Footing Schedule

Footing type	Footing size	Reinforcing
"A"	5'-0"x5'-0"x3'-6" deep	6-#6each way at Top & Bottom
"B"	6'-6"x6'-6"x3'-6" deep	8-#6 each way at Top & bottom

Note:
Footing designs are based on provided design reactions of the proposed metal building and an allowable soil bearing strength of 2500 PSF. Contractor shall submit the final design loads provided by metal building mfgr. for footing designer's review. Final footing size may be adjusted based on the design loads prior to footing construction.

CHAO
CONSULTING ENGINEERS & LAND SURVEYORS
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Email: consult@chaoinc.com

CITY OF COLUMBIA
DEPARTMENT OF UTILITIES AND ENGINEERING
ENGINEERING DIVISION
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

REVISION

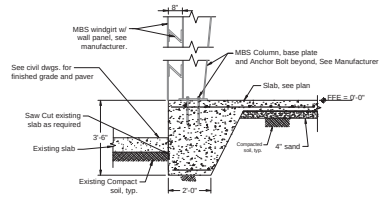
NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: GENERAL NOTES AND FOUNDATION PLAN

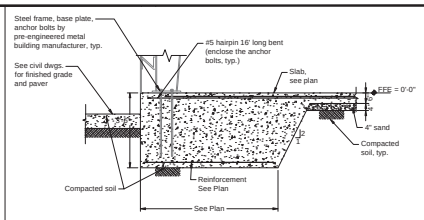
DRAWING INFORMATION

DESIGNED BY:	DC
DRAWN BY:	BMH
BOOK NO:	
DATE:	09/11/15
PROJECT NO:	SD8368
SHEET NO:	S-100



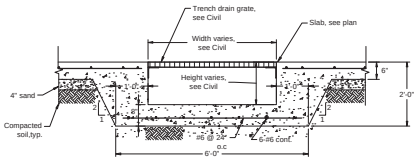
1 - Section

Scale: 1/2" = 1'-0"



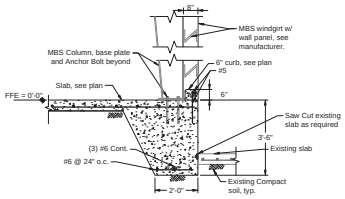
2 - Section

Scale: 1/2" = 1'-0"



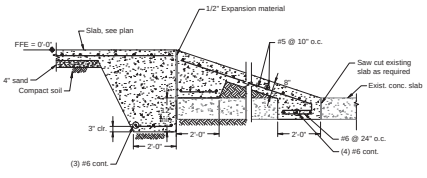
3 - Section

Scale: 3/4" = 1'-0"



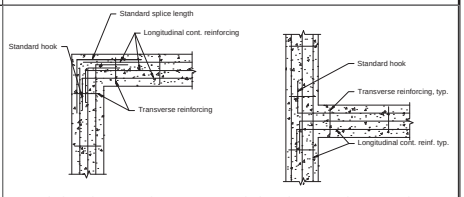
4 - Section

Scale: 1/2" = 1'-0"



5 - Section

Scale: 1/2 = 1'-0"

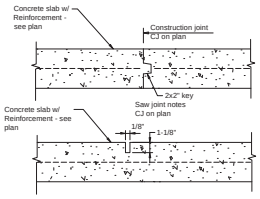


Typical Continuous Footing Corner
Not to scale

Typical Continuous Footing Intersection
Not to scale

6 - Section

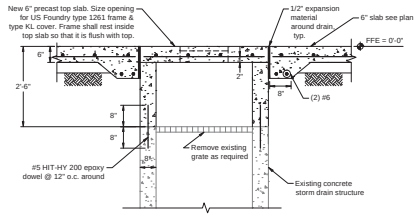
Scale: 3/4" = 1'-0"



(MAX. 15' on center unless otherwise shown)

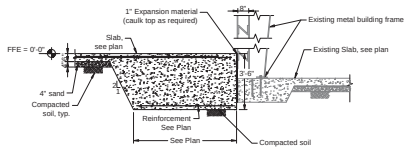
7 - Control Joint Details

Scale: N.T.S



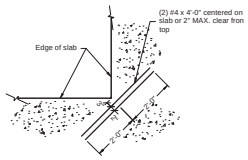
8 - Section

Scale: N.T.S



9 - Section

Scale: 3/8" - 1'-0"



Typical Reentrant Corner Reinforcement
Not to scale
(also apply at recess)

10 - Typical

Scale: N.T.S

CHAO
CONSULTING ENGINEERS & LAND SURVEYORS

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7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
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Email: consult@chaoinc.com

NORTH CAROLINA CHAO & ASSOCIATES No. C00357 CERTIFICATE OF AUTHORIZATION

NORTH CAROLINA No. 29014 11-13-15 PROFESSIONAL ENGINEER

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
ENGINEERING DIVISION
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

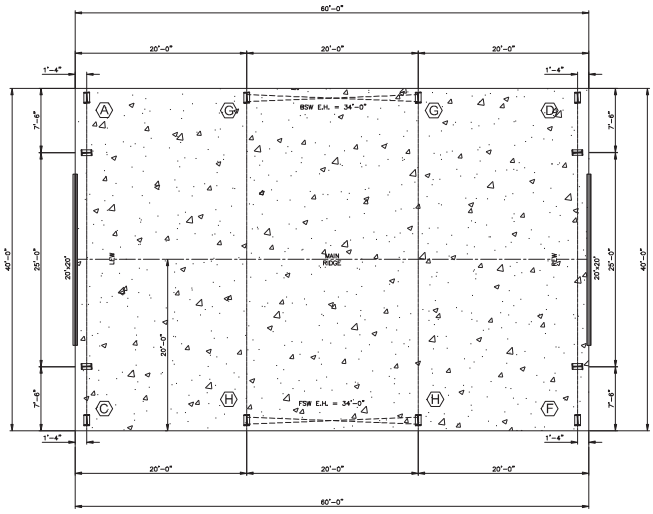
REVISION			
NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

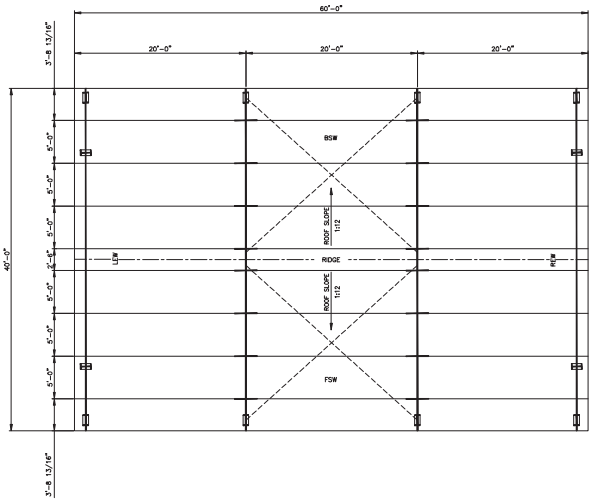
SHEET TITLE: SECTION DETAILS

DRAWING INFORMATION	
DESIGNED BY:	DC
DRAWN BY:	BMH
BOOK NO:	
DATE:	09/11/15
PROJECT NO:	SD8388
SHEET NO:	S-101

P:\SD8388\079971-14 CITY OF COLUMBIA TRUCK WASH FACILITY (SAL)\DWG\S\079971 (BMH)-SHEET.DWG ——— 09/14/2015 11:28:03 8774-GPSD meechrmauts



FLOOR PLAN
SCALE: 1" = 5'



ROOF FRAMING PLAN
SCALE: 1" = 5'

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
DIVISION OF ENGINEERING
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

REVISION

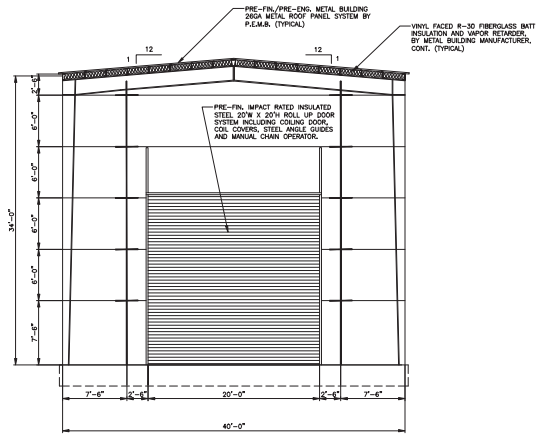
NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: FLOOR PLAN AND ROOF FRAMING PLAN

DRAWING INFORMATION	
DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000

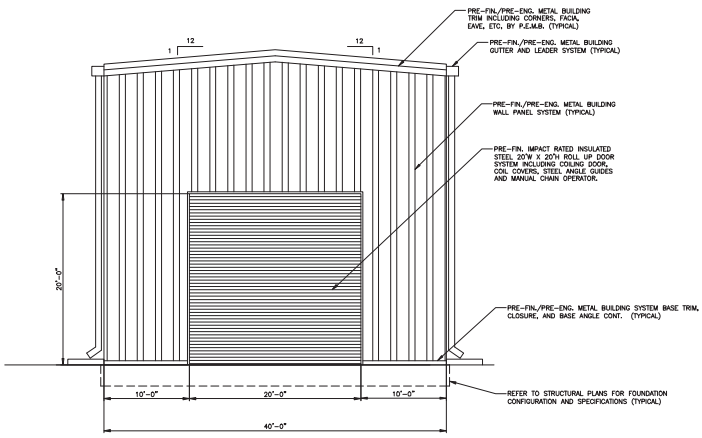
SHEET NO: B-100



FACING WEST

FRAMING SYSTEM

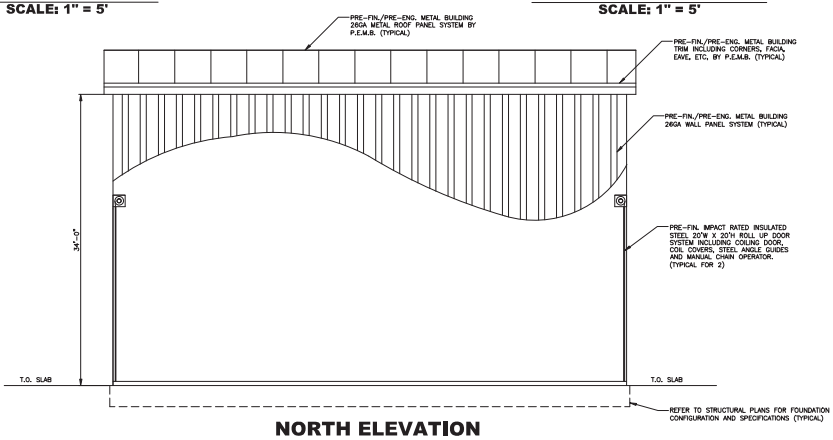
SCALE: 1" = 5'



FACING WEST

BUILDING ELEVATION

SCALE: 1" = 5'



NORTH ELEVATION

SCALE: 1" = 5'

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
DIVISION OF ENGINEERING
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

REVISION

NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: ELEVATIONS & SECTIONS

DRAWING INFORMATION

DESIGNED BY:	SRC
DRAWN BY:	MAR
BOOK NO:	
DATE:	09/15/16
PROJECT NO:	NS.12204.000
SHEET NO:	B-101

G:\NS.12204.000 - COLUMBIA TRUCK WASH FACILITY\DWG\LAYOUT & ELEVATIONS.DWG ------ 09/16/2016 1:42:23 EDT ETTA-CPU2 COC_NCS_C3D_Full.ctb

LIGHTING FIXTURE SCHEDULE

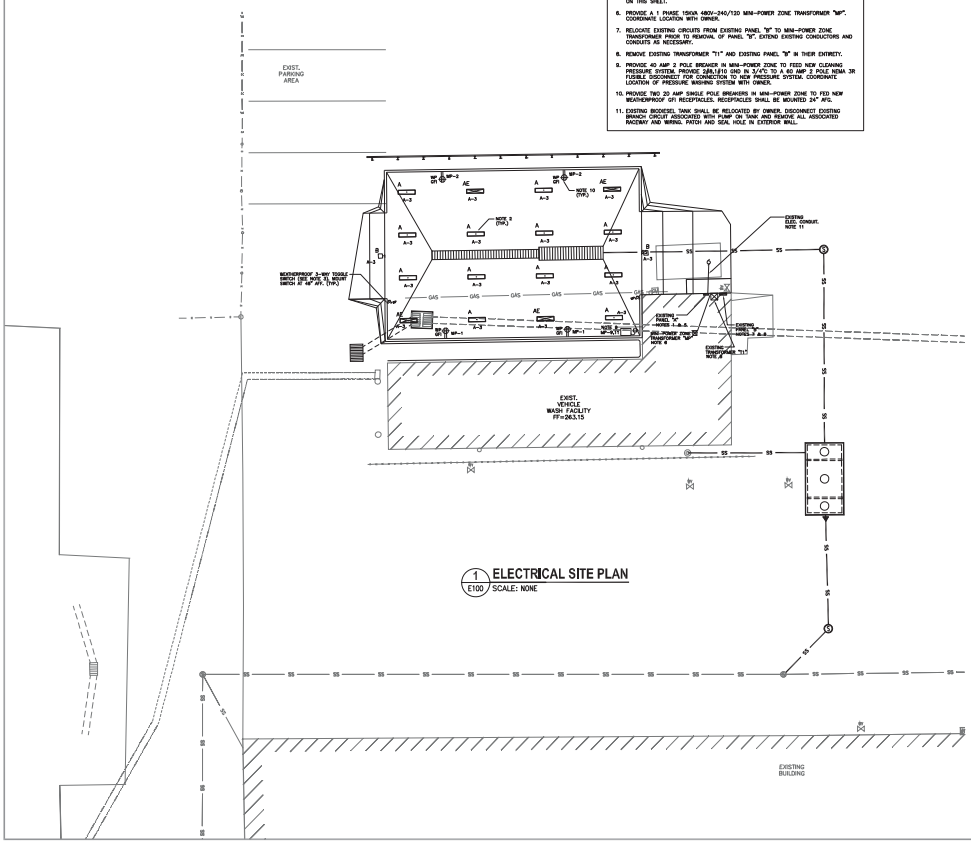
SYMBOL	TYPE	DESCRIPTION	MANUFACTURER	MODEL NUMBER	OPTICAL ELEMENT	MOUNTING	VOLTS	LAMPS (PHILIPS)
	A	1' X 4' INDUSTRIAL WET LOCATION TROFFER	H.E. WILLIAMS	CCL-4-632-WHT-HR-EB4/2 UNV	ACRYLIC REFLECTOR	SUSPENDED 28' AFF	277	6 - F32T8/TL841/ALTO
	AE	1' X 4' INDUSTRIAL WET LOCATION TROFFER WITH BATTERY BACK-UP	H.E. WILLIAMS	CCL-4-632-WHT-HR-EB4/2 UNV SM	ACRYLIC REFLECTOR	SUSPENDED 28' AFF	277	6 - F32T8/TL841/ALTO
	B	WALL MOUNTED H.I.D. FLOOD FIXTURE	L.S.I.	DRM2 MF 400 PSMUR F MT BRZ PCG277 BKS FBO-18 BRZ BD	ACRYLIC REFLECTOR	BEAM OR WALL MTD	277	1 - MS400/BU/PS

NOTES

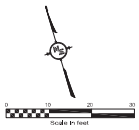
1. PROVIDE 20 AMP SINGLE POLE BREAKER IN EXISTING 200 AMP G.E. 480Y/277V PANEL "A" TO FEED LIGHT FIXTURES.
2. PROVIDE 2#12, 1#12 GND IN 3/4" CONDUIT TO LIGHTING FIXTURES AND RECEPTACLES.
3. PROVIDE PASS & SEYMOUR #CS820A3-W 3-WAY SWITCH WITH A #CA1-GL WEATHERPROOF COVER AND MATCHING WEATHERPROOF BACKBOX TO CONTROL TYPE "A" FIXTURES. COORDINATE MOUNTING LOCATIONS WITH OWNER.
4. PAINTING: PAINT ALL FRAMING CHANNELS, RACEWAYS, FITTINGS, AND ASSOCIATED HARDWARE WITH THREE COATS OF PREMIUM GRADE, WEATHER-RESISTANT PAINT. COLOR OF PAINT SHALL BE COORDINATED WITH ARCHITECT.
5. PROVIDE 40 AMP 3 POLE BREAKER IN EXISTING 200 AMP G.E. 480Y/277V PANEL "A" TO FEED NEW MINI-POWER ZONE TRANSFORMER "MP". SEE RENOVATION SINGLE-LINE ON THIS SHEET.
6. PROVIDE A 1 PHASE 15KVA 480V-240/120 MINI-POWER ZONE TRANSFORMER "MP". COORDINATE LOCATION WITH OWNER.
7. RELOCATE EXISTING CIRCUITS FROM EXISTING PANEL "B" TO MINI-POWER ZONE TRANSFORMER PRIOR TO REMOVAL OF PANEL "B". EXTEND EXISTING CONDUCTORS AND CONDUITS AS NECESSARY.
8. REMOVE EXISTING TRANSFORMER "T1" AND EXISTING PANEL "B" IN THEIR ENTIRETY.
9. PROVIDE 40 AMP 3 POLE BREAKER IN MINI-POWER ZONE TO FEED NEW CLEANING PRESSURE SYSTEM. PROVIDE 2#8,1#10 GND IN 3/4"C TO A 60 AMP 3 POLE NEMA 3R FUSIBLE DISCONNECT FOR CONNECTION TO NEW PRESSURE SYSTEM. COORDINATE LOCATION OF PRESSURE WASHING SYSTEM WITH OWNER.
10. PROVIDE TWO 20 AMP SINGLE POLE BREAKERS IN MINI-POWER ZONE TO FED NEW WEATHERPROOF GFI RECEPTACLES. RECEPTACLES SHALL BE MOUNTED 24" AFG.
11. EXISTING BIODIESEL TANK SHALL BE RELOCATED BY OWNER. DISCONNECT EXISTING BRANCH CIRCUIT ASSOCIATED WITH PUMP ON TANK AND REMOVE ALL ASSOCIATED RACEWAY AND WIRING. PATCH AND SEAL HOLE IN EXTERIOR WALL.

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY LOCATIONS OF UNDERGROUND ELECTRICAL CONDUITS AND PROTECT DURING CONSTRUCTION. SEE CIVIL PLANS FOR GUIDANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING AND/OR REPAIRING DAMAGE TO EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.



1 E100 **ELECTRICAL SITE PLAN**
SCALE: NONE



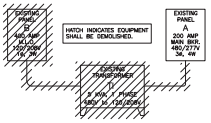
LEGEND

LOAD CENTER "MP"

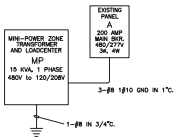
120/240V, 1 PH., 3W, 60 HZ
80 AMP M.B.
SURFACE MOUNTED
10,000 A.I.C. SYM. (MINIMUM)

LOADS SERVED	BRK. AMP	LOAD (KVA)	CKT. NO.	(S / N)	CKT. NO.	LOAD (KVA)	BRK. AMP	LOADS SERVED
RECEPTACLE	20	0.4	1		2	0.4	20	RECEPTACLE
RECEIVED LOAD	20	–	3		4	–	20	RECEIVED LOAD
RECEIVED LOAD	20	–	5		6	–	20	RECEIVED LOAD
RELOCATED LOAD	20	–	7		8	–	20	RELOCATED LOAD
			9		10		20	SPARE
PRESSURE WASHING SYSTEM	40	3.1	9		10		20	SPARE
		3.1	11		12		20	SPARE
SPARE	20	–	13		14		20	SPARE
SPARE	20	–	15		16		20	SPARE
SPARE	20	–	17		18		20	SPARE
SPARE	20	–	19		20		20	SPARE
SPARE	20	–	21		22		20	SPARE
SPARE	20	–	23		24		20	SPARE
SPARE	20	–	25		26		20	SPARE
SPARE	20	–	27		28		20	SPARE
SPARE	20	–	29		30		20	SPARE
		–				–		

CONNECTED LOADS (KVA)
φA 3.9 φB 3.1
TOTAL LOADS (KVA)
7.0



3 E100 **DEMOLITION SINGLE-LINE DIAGRAM**
SCALE: NONE



4 E100 **RENOVATION SINGLE-LINE DIAGRAM**
SCALE: NONE

STATE OF SOUTH CAROLINA
No. 26851
9/10/15
JAMES L. ARCHER

BELKA ENGINEERING ASSOC. INC.
STATE OF SOUTH CAROLINA
No. C03963

CH21501
BEA BELKA ENGINEERING ASSOCIATES, INC.
7 CLUSTERS COURT, SUITE 201
COLUMBIA, SOUTH CAROLINA 29210
(803) 731-0650 fax (803) 731-2880
EMAIL: Jarcheart@sc.rr.com

CITY OF COLUMBIA
DEPARTMENT OF UTILITIES AND ENGINEERING
DIVISION OF ENGINEERING
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217

APPROVED BY: CITY ENGINEER

REVISION			
NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE: TRUCK WASH FACILITY

SHEET TITLE: PROPOSED SITE PLAN

DRAWING INFORMATION	
DESIGNED BY:	JLA
DRAWN BY:	TSR
BOOK NO:	
DATE:	09/10/15
PROJECT NO:	508388

SHEET NO: E-100

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve a Contract for the Public Works Street Repaving Project, as requested by the Public Works Department. Award to C. R. Jackson, Inc. in an amount not to exceed $930,760.88. This firm is located in Columbia, SC.**

FINANCIAL IMPACT: **Funding Source: CDBG/HUD funded project; 4079999-911607-658650. The original budgeted amount is $940,000.00.**

CLEAN WATER 2020?: **No**

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

There were three responsive and responsible bids received for this project.

This is a CDBG/HUD funded project and all work must be completed by March 31, 2019. The following roads will be resurfaced as part of this contract:

Base Bid	$846,146.25
Contingency (10%)	$ 84,614.63
Total (Not to exceed)	$930,760.88

ATTACHMENTS:

- **#a:** Contract for Bid 013-18-19-GBP City of Columbia Public Works Division Streets Repaving Project CDBG-HUD (PDF)
- #b: Scope or Work for Bid 013-18-19-GBP (PDF)
- #c: Bid Tabulation (XLSX)
- #d: PM's recommendation(MSG)
- #e: Business Information Record for C.R. Jackson, Inc. for Bid 013-18-19-GBP (PDF)

CONTRACT

City of Columbia, South Carolina

City of Columbia Public Works Division Streets Repaving Project

CDBG/HUD

Bid #013-18-19-GBP

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **C.R. Jackson, Inc.** with legal address and principal place of business at **P.O Box 8023, Columbia, SC 29202,** 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 to begin the work herein specified on the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated **no later than March 31, 2019**.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Eight Hundred Forty-Six Thousand One Hundred Forty-Six Dollars** and **Twenty-Five Cents ($846,146.25)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be

on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents ($500.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the

General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Location Map

9.2.6 Federal Labor Standard Provisions

9.2.7 Required Contract Provisions Federal Aid Construction Contracts

9.2.8 Section 3 Data Form

9.2.9 Davis-Bacon Wage Determination

9.2.10 Community Development Block Grant (CDBG) Language for Solicitations

9.2.11 Performance and Payment Bond.

9.2.12 Part 15 "General Specifications" and Part 18 "Specifications for Roadway Improvements" of the City of Columbia's Engineering Regulations.

9.2.13 Special Provisions.

9.2.14 Addendum number 1, inclusive.

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

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.
10.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

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

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

This Contract shall become effective on _____, 20_____.

Contractor	Owner
C.R.Jackson, Inc	City of Columbia, SC
BY	BY
	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
Address for giving notices:	Address for giving notices:
P.O. Box 8023	Department of Procurement and Contracts
Columbia, South Carolina 29202	1800 Main Street, 2nd Floor
	Columbia, SC 29201
Date:	Date:

APPROVED AS TO FORM
Legal Department City of Columbia, SC

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

Scope of Work:

Washington St. from Millwood to Manning

- Variable milling gutter to gutter (or curb to curb) to achieve existing crown and asphalt pavement flush with concrete gutter (or back to existing curb height) upon completion of pavement installation.
  DO NOT REMOVE SPEED HUMPS
- 1.5”-2” Resurface-Surface Type C HMA entire roadway.
- Install Temporary and Permanent Thermoplastic Pavement Markings back to the existing layout (must include all crosswalks and stop bars even if they are not included in the current layout).

Confederate Ave. from Lincoln to Bull St.

- Variable milling gutter to gutter (or curb to curb) to achieve existing crown and asphalt pavement flush with concrete gutter (or back to existing curb height) upon completion of pavement installation.
  DO NOT REMOVE SPEED HUMPS
- 1.5”-2” Resurface-Surface Type C HMA entire roadway EOP to EOP.
- 1.5”-2” Resurface-Surface Type C HMA for turnouts at intersections.
- Install Temporary and Permanent Thermoplastic Pavement Markings back to the existing layout (must include all crosswalks and stop bars even if they are not included in the current layout).

Benton St. from Clark St. to River Dr.

- Variable milling gutter to gutter (or curb to curb) to achieve existing crown and asphalt pavement flush with concrete gutter (or back to existing curb height) upon completion of pavement installation.
  DO NOT REMOVE SPEED HUMPS
- 1.5”-2” Resurface-Surface Type C HMA entire milled roadway area.
- Install Temporary and Permanent Thermoplastic Pavement Markings back to the existing layout (must include all crosswalks and stop bars even if they are not included in the current layout).

Geiger Ave. from N. Main St. to end

- Variable milling gutter to gutter (or curb to curb) to achieve existing crown and asphalt pavement flush with concrete gutter (or back to existing curb height) upon completion of pavement installation.
  DO NOT REMOVE SPEED HUMPS
- 1.5”-2” Resurface-Surface Type C HMA entire milled roadway area.

- Install Temporary and Permanent Thermoplastic Pavement Markings back to the existing layout (must include all crosswalks and stop bars even if they are not included in the current layout).

Oak St. from College St. to Gervais St.

- Variable milling gutter to gutter (or curb to curb) to achieve existing crown and asphalt pavement flush with concrete gutter (or back to existing curb height) upon completion of resurfacing.
- 1.5"-2" Resurface with Surface Type C HMA entire roadway EOP to EOP including turnouts.
- Install Temporary and Permanent Pavement Markings to current layout (must include any stop bars needed if not in current layout).

2100 Senate St. from Harden St. to Pine St.

- Variable milling gutter to gutter (or curb to curb) to achieve existing crown and asphalt pavement flush with concrete gutter (or back to existing curb height) upon completion of resurfacing.
- 1.5"-2" Resurface with Surface Type C HMA entire roadway EOP to EOP including turnouts.
- Install Temporary and Permanent Pavement Markings to current layout (must include any stop bars needed if not in current layout).

Location:

Various roads to be resurfaced must be within the City of Columbia Public Works Division area of responsibility. All roads must also be in the approved target area as defined by CDBG/HUD (See Exhibit A).

This solicitation will be awarded based on the lump sum total for the six (6) streets outlined on the Bid Form. If additional funding is identified, the City reserves the right to increase or decrease streets within the specific target area.

Space Intentionally Left Blank

Bid Request Number	Bid 013-18-19-GBP Addendum 1	**Organization**	
Title	City of Columbia Public Works Division Street	**Bid Creator**	
Description	There will be no Pre-bid meeting for this proje	**Email**	
Bid Type	IFBs	**Phone**	
Issue Date	10/26/2018 07:48:59 PM (ET)	**Fax**	
Close Date	11/1/2018 02:30:00 PM (ET)		

Responding Suppliers

Name	City	State	Response Submitted
C. R. Jackson, Inc.	Columbia	SC	11/1/2018 10:56:31 AM (ET)
Armstrong Contractors	Columbia	SC	10/31/2018 03:23:43 PM (ET)
North American Pipeline Mana	Marietta	GA	11/1/2018 02:05:08 PM (ET)

City of Columbia, SC
Mr. Gary B Porth
gbporth@columbiasc.net
803 (545) 3241 x

Lines Responded	Response Total
1	**$846,146.25**
1	**$979,000.00**
1	**$1,376,988.00**

Daniels, Schinikia N (Niki)

From: Goins, Thomas D (Destin)
Sent: Friday, November 02, 2018 9:09 AM
To: Porth, Gary B
Cc: Anderson, Robert A; Smith Gentry, Missy A; Gallentine, Ashley L; Sweatt, Robert G
Subject: FW: Bid Analysis for Bid 013-18-19-GBP City of Columbia Public Works Division Streets Repaving Project CDBG/HUD

Gary,

I recommend we accept CR Jackson's bid of $846,146.25, plus a 10% contingency. By my calculations, the total amount with contingency comes to $930,760.88. We shall adjust the requisition to reflect this amount and send to you as soon as possible.

Thank you sir,

Destin Goins
Assistant Superintendent
Public Works – Street Division
2910 Colonial Drive, Columbia, SC 29203
Phone: 803-545-3790
Thomas.Goins@ColumbiaSC.gov

From: Porth, Gary B
Sent: Thursday, November 01, 2018 6:33 PM
To: Goins, Thomas D (Destin)
Cc: Smith Gentry, Missy A; Anderson, Robert A
Subject: Bid Analysis for Bid 013-18-19-GBP City of Columbia Public Works Division Streets Repaving Project CDBG/HUD

Destin,

Please find attached to this email the bid analysis for Bid 013-18-19-GBP City of Columbia Public Works Division Streets Repaving Project CDBG/HUD. We opened the bids today at 2:30 p.m. and received three (3) bids for the project. C.R. Jackson, Inc. is the apparent low bidder at $846,146.25.

Please let me know as soon as possible your recommendation so we can move forward with this project. As you probably know, we have a place holder on Council's agenda for Tuesday, November 6 for this item but we really need to move fast to keep this on the agenda for 11/6. As soon as you get me a recommendation, I will get the contracts to the contractor for signatures and then I will have to get Legal's approval in order to keep this item on Tuesday's agenda. All this needs to happen tomorrow, if at all possible. You can send me an email recommending that we proceed with your recommended contractor at their bid price.

Let me know if you have any questions.

Thanks,

Gary

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Peek Pavement Marking, LLC Columbus, GA	Brad Dye 706 341.4031	Striping	$26,200.00	3.1 %	N/A	NO
				%		
				%		
				%		
				%		

TOTAL: $ 26,200.00

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

Business Name: C. R. Jackson, Inc.

Representative Name / Title: President

Date: 10/30/18

We Are Columbia

MEETING DATE:	**November 6, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve a Contract for Project WM3923; Water System Improvements in the Earlewood Area, as requested by Columbia Water. Award to LAD Construction, LLC, a Disadvantaged Business Enterprise (Woman) in an amount not to exceed $6,062,787.50. This firm is located in Swansea, SC.**
PURPOSE:	**This a Mentor Protégé Program Project. LAD Construction, LLC, the Mentor, will provide demolition, waterline work, flowable fill and service connections at 33.92% ($1,932,972) of the total contract value. J.A. Mabus of Leesville, SC is the Protégé and will provide waterline work, services and installation at 20% ($1,139,393) of the contract value.** **The following suppliers/subcontractors will provide additional supplies/services:** **Ferguson Waterworks of Elgin, SC will provide waterline materials at 21.69% ($1,235,950) of the contract value.** **Knight's Redi-Mix of Summerville, SC will provide flowable fill at 19.72% ($1,123,650) of the contract value.** **Palmetto Site Prep, LLC of Orangeburg, SC will provide asphalt at 4.65% ($265,000) of the contract value.**
REQUISITION NO.:	**R191771**
FINANCIAL IMPACT:	**Funding Source: 5529999-WM392301-658650. The original budget amount was $6,000,000 and additional funds were transferred from funding source WM300118 – Water Quality Projects and WM432318 – Unforeseen & Miscellaneous Water Projects.**
ORIGINAL BUDGET:	**$6,062,787.50**
BUSINESS PROGRAM:	**Mentor Protege Program**

CLEAN WATER 2020?: **No**

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

There were seven (7) responsive and responsible bids received for this project.
The total construction time allocated for this project is five hundred (500) consecutive calendar days to substantial completion from the commencement date as defined in the Notice to Proceed (NTP) with an additional fifty (50) consecutive calendar days to final completion for a total construction time of five hundred fifty (550) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to final completion.

Base Bid	$ 5,696,965.00
Contingency (6.42%)	$ 365,822.50
Total (Not to Exceed)	$ 6,062,787.50

ATTACHMENTS:

- **#a:** Contract 010-18-19-BF (PDF)
- #c: MPP Implementation Plan 010-18-19-BF (PDF)
- #d: WM3923 Final Plans-Signed (PDF)
- #e: RE EXTERNAL Re FW BID #010-18-19-BF Earlewood Area Water System Improvements (WM3923) (MSG)

CONTRACT

City of Columbia, South Carolina

WM3923

Earlewood Area Water System Improvements

Bid #010-18-19-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **LAD Construction, LLC** with legal address and principal place of business **at P.O. Box 1129, Swansea, SC 29160**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Hussy, Gay, Bell Inc.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **five hundred (500)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **fifty (50)** consecutive calendar days to final completion for a total construction time of **five hundred fifty (550)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Five Million Six Hundred Ninety-Six Thousand, Nine Hundred Sixty-Five Dollars and Zero Cents ($5,696,965.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents ($1000.00)** per day for each calendar day until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials and Construction, Part 20 "Specifications for Sodding, Fertilizing, and Seeding".

9.2.7 Special Provisions.

9.2.8 Project Technical Specifications.

9.2.9 Measurement and Payment.

9.2.10 Mentor Protégé Program Project

9.2.11 Mentor Protégé Implementation Plan

9.2.12 Drawings, numbered **G-001** through **G-002**, inclusive and dated **6/22/18**. Drawings, numbered **C-001** through **C-030**, inclusive and dated **6/22/18**. Drawings, numbered **C-031** through **C-032**, inclusive and dated **6/7/18**. Drawings, numbered **C-033** through **C-035**, inclusive and dated **6/22/18**. Drawings, numbered **D-001** through **D-004**, inclusive and dated **6/22/18**.

9.2.13 Addenda numbers **1** to **2**, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20___.

Contractor	Owner
LAD CONSTRUCTION, LLC	City of Columbia, SC
BY	BY
ROBERT T. BLACKWELL, PRESIDENT	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
Address for giving notices:	Address for giving notices:
PO Box 1129	Department of Procurements and Contracts
SWANSEA, SC 29160	1800 Main Street, 2nd Floor
	Columbia, SC 29201
Date:	Date:

LAD CONSTRUCTION, LLC
STATE OF SOUTH CAROLINA
LIMITED LIABILITY COMPANY
SEAL

APPROVED AS TO FORM
Legal Department City of Columbia, SC

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

CITY OF COLUMBIA

We Are Columbia

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: September 20th, 2018

Project Number: WM3923

Mentor: LAD Construction, LLC

Project Name: Earlwood Area WL Improvem

Protégé: J.A. Mabus

Duration of the Project: 550 Days

Project Contract Amount: $ 5,696,965.00

Protégé Amount: $ 1,139,393.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project? *Address contractual relationship, general roles and informal teaming arrangements.*

To help J.A. Mabus improve on knowledge & skill in utility construction.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

Improve their operational strategies, help them become independent, help them become competitive in the bidding procedures.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

We hope that at the end of this project, J.A. Mabus will be able to bid and work on utilities in the streets of Columbia.

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Compliance Division
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4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.*

Mentor:

Crew Superintendent, Laborers, Excavator, Loader, Dump Truck

Protégé:

Supervisor, Laborers, Excavator, Loader

Subcontractors:

Special Arrangements:

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Demolition, Water Line Work, Flowable Fill, Service Connections

b. Description of Protégé's responsibilities on project:

Water Line Work, Flowable Fill, Service Connections

c. Description of responsibilities that will be completed as a team:

Water Line Work, Service Installation

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Water Line Work – 12 Months (Protégé utilized)

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7. **How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?**

By working together and having a good line of communication during the installation of the new waterlines.

8. **What are the team's specific, quantitative goals and milestones for the current project?**

To get J.A. Mabus accustomed to working in the streets of Columbia and understanding the City's Procedures and Guidelines.

9. **Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

Meetings will be held every morning during the work week to discuss strategies and progress.

10. **Define payment schedule and financial terms identifying milestones for initial, progress and final payments.**

Within 3 business days of receiving payment from the City of Columbia. If J.A. Mabus becomes in need of payment assistance, LAD can provide assistance.

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: $ 1,139,393.00

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by LAD Construction (Mentor Firm) this 20th day of September 2018.
Corporate SEAL

By: _____
Title: President

LAD CONSTRUCTION, LLC
LIMITED LIABILITY COMPANY
SEAL
STATE OF SOUTH CAROLINA

ATTEST:
By: _____
Title: V.P. - Preconstruction

EXECUTED by J.A. Mabus (Protégé Firm) this 20th day of September, 2018.
Corporate SEAL
By: _____
Title: President

ATTEST:
By: _____
Title: V.P. - ADMINISTRATIVE PROCEDURES

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this ____ day of _____, 20____.

By: _____

Title: _____

Jul 16, 2018 - 3:25pm Printed By: tcarwell

P:\PROJ\30032 City of Columbia\316043006 -Earlewood Neighborhood\WORKING\CAD\DESIGN\Earlewood Water 06-12-2018 - Design Plans.dwg

DEPARTMENT OF UTILITIES & ENGINEERING

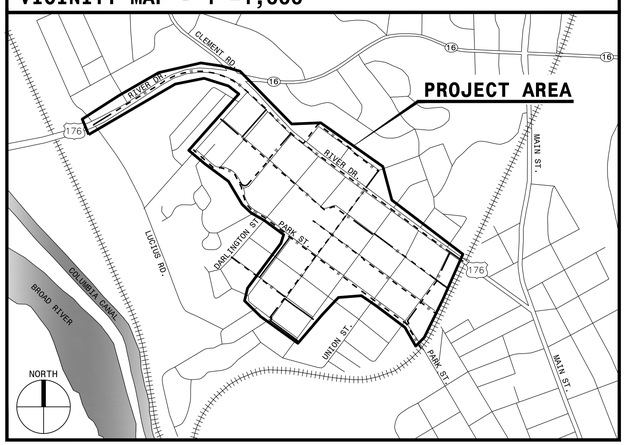
EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS - CIP# WM3923

COLUMBIA, SC

FOR

THE CITY OF COLUMBIA

VICINITY MAP - 1"=1,000'



Columbia Water

DRAWING INDEX

DWG. NO.	DRAWING NAME	10/04/2017 60% DESIGN	03/08/2018 90% DESIGN	06/22/2018 100% DESIGN		
GENERAL						
G-001	COVER SHEET	●	●	●		
G-002	GENERAL NOTES & LEGEND	●	●	●		
CIVIL						
C-001	SHEET INDEX	●	●	●		
C-002	OVERALL WATER SYSTEM IMPROVEMENTS	●	●	●		
C-003	LAKEWOOD AVE. (STA:0+00-END)	●	●	●		
C-004	RIVER DR. (STA:0+00-4+50)	●	●	●		
C-005	RIVER DR. (STA:4+50-10+50)	●	●	●		
C-006	RIVER DR. (STA:10+50-16+50)	●	●	●		
C-007	RIVER DR. (STA:16+50-21+50)	●	●	●		
C-008	RIVER DR. (STA:21+50-25+50)	●	●	●		
C-009	RIVER DR. (STA:25+50-31+00)	●	●	●		
C-010	RIVER DR. (STA:31+00-36+50)	●	●	●		
C-011	RIVER DR. (STA:36+50-42+50)	●	●	●		
C-012	RIVER DR. (STA:42+50-48+00)	●	●	●		
C-013	RIVER DR. (STA:48+00-53+50)	●	●	●		
C-014	RIVER DR. (STA:53+50-END)	●	●	●		
C-015	LYLES ST./COLUMBIA AVE. (STA:0+00-11+50)		●	●		
C-016	LYLES ST./COLUMBIA AVE. (STA:11+50-24+00)		●	●		
C-017	LYLES ST./COLUMBIA AVE. (STA:24+00-35+50)		●	●		
C-018	LYLES ST./COLUMBIA AVE. (STA:35+50-END)/CLARK ST. (STA:0+00-5+50)		●	●		
C-019	CLARK ST. (STA:5+50-16+50)		●	●		
C-020	CLARK ST. (STA:16+50-END)/PARK ST (STA:0+00-3+50)		●	●		
C-021	PARK ST. (STA:3+50-11+50)		●	●		
C-022	PARK ST. (STA:11+50-22+50)		●	●		
C-023	PARK ST. (STA:22+50-28+00)		●	●		
C-024	PARK ST. (STA:28+00-33+00)		●	●		
C-025	PARK ST. (STA:33+00-38+50)		●	●		
C-026	PARK ST. (STA:38+50-END)		●	●		
C-027	GADSDEN ST. (STA:0+00-10+75)		●	●		
C-028	GADSDEN ST. (STA:10+75-END)/LINDSAY ST. (STA:0+00-END)		●	●		
C-029	EDGEFIELD ST. (STA:0+00-END)/LANCASTER ST. (STA:0+00-5+50)		●	●		
C-030	LANCASTER ST. (STA:5+50-END)/HARVEY ST. (STA:0+00-END)		●	●		
C-031	OCONEE ST. (STA:0+00-END)		●	●		
C-032	NORTHWOOD ST. (STA:0+00-11+76)		●	●		
C-033	NORTHWOOD ST. (STA:11+78-22+50)		●	●		
C-034	NORTHWOOD ST. (STA:22+50-END)/BEAUFORT ST. (STA:0+00-5+00)		●	●		
C-035	BEAUFORT ST. (STA:5+00-END)		●	●		
D-001	EROSION AND SEDIMENT CONTROL DETAILS		●	●		
D-002	WATER DETAILS		●	●		
D-003	MISCELLANEOUS DETAILS		●	●		
D-004	MISCELLANEOUS DETAILS		●	●		

MAYOR

STEPHEN K. BENJAMIN

CITY COUNCIL

SAM DAVIS
TAMEIKA I. DEVINE
MOE BADDOURAH
HOWARD E. DUVALL, JR.
EDWARD H. MCDOWELL, JR.
DANIEL J. RICKENMANN

DIRECTOR OF UTILITY OPERATIONS

JOSEPH D. JACO, P.E.

DIRECTOR OF ENGINEERING

DANA R. HIGGINS, P.E.

CITY MANAGER

TERESA B. WILSON

PROJECT CONTACTS

SURVEYOR
HGBD SURVEYORS, LLC
1219 ASSEMBLY ST.
COLUMBIA, SC 29201
CONTACT: JODDIE R. PORTH, P.L.S.
PHONE: 803-799-0444
FAX: 803-799-1499
EMAIL: jporth@husseygaybell.com

ENGINEER
HUSSEY, GAY, BELL & DEYOUNG, INC OF SC
1219 ASSEMBLY ST.
COLUMBIA, SC 29201
CONTACT: KEVIN F. STRICKLAND, P.E.
PHONE: 803-799-0444
FAX: 803-799-1499
EMAIL: kstrickland@husseygaybell.com

PALMETTO UTILITY PROTECTION SERVICE — DIAL 811 CALL BEFORE YOU DIG

811 Know what's below. Call before you dig.

KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC
1219 Assembly St. Suite 300
Columbia, SC 29201

SOUTH CAROLINA — HUSSEY, GAY, BELL & DEYOUNG, INC. CONSULTING ENGINEERS OF SC No. C00194 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 15573 — KEVIN F. STRICKLAND — 6-22-18

HUSSEY GAY BELL
Established 1958
1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: NONE

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM3923
FOR
CITY OF COLUMBIA

COVER SHEET

DRAWING NUMBER

G-001

1 OF 41

Jul 17, 2018 - 11:55am Printed By: tcarvell

P:\PROJ\30032 City of Columbia\316043006--Earlewood Neighborhood\WORKING\CAD\DESIGN\Earlewood Water 06-12-2018 - Design Plans.dwg

MAP NOTE:

ALL EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A LAND SURVEY PREPARED BY: HGBD LAND SURVEYORS, LLC.

1. TRANSFER OF SITE BENCHMARK(S) IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL ONLY BE COMPLETED BY A SURVEYOR LICENSED/REGISTERED IN THE STATE IN WHICH THE PROJECT IS LOCATED.

2. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING BENCHMARKS PRIOR TO ANY CONSTRUCTION AND SHALL REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER. FIELD VERIFICATION CAN BE ACCOMPLISHED BY CHECKING A MINIMUM OF TWO FIXED OBJECTS DISPLAYED ON THE SURVEY (i.e. MANHOLE RIM, STORM GRATE, PIPE INVERTS, ETC.).

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING UTILITIES. IF THERE ARE ANY MAJOR DISCREPANCIES THAT WILL AFFECT THE PROJECT DESIGN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

GENERAL NOTES:

1. WITHIN ALL NOTES, THE TERM "CONTRACTOR" SHALL MEAN THE GENERAL CONTRACTOR AND ANY SUBCONTRACTOR OR VENDOR PERFORMING CONSTRUCTION ON THE SITE.

2. A COMPLETE SET OF APPROVED DRAWINGS MUST BE MAINTAINED ON SITE AT ALL TIMES WHILE THE CONTRACTOR IS PERFORMING WORK.

3. SHOULD THE CONTRACTOR FIND ANY DISCREPANCIES ON THE DRAWINGS, OR IN THE FIELD PRIOR TO BEGINNING WORK OR DURING CONSTRUCTION, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER.

4. BOUNDARIES AND TOPOGRAPHY WERE PROVIDED BY HGB LAND SURVEYORS, LLC AND HAVE NOT BEEN FIELD VERIFIED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXISTING FIELD CONDITIONS AND REPORTING ANY DISCREPANCIES OR CONFLICTS TO THE ENGINEER PRIOR TO CONSTRUCTION.

5. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION. THE CONTRACTOR SHALL CONTACT THE STATE'S LOCATION SERVICE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

6. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS.

7. ALL RIGHT-OF-WAY CONSTRUCTION SHALL MEET SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (LATEST EDITION).

8. THE CONTRACTOR IS REQUIRED TO MEET ALL APPLICABLE OSHA, FEDERAL, STATE, AND LOCAL REGULATIONS CONCERNING PROJECT SAFETY. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR SAFETY ON THE PROJECT.

9. THE CONTRACTOR SHALL VERIFY THAT ALL NECESSARY PERMITS FOR CONSTRUCTION HAVE BEEN OBTAINED PRIOR TO THE START OF THE PROJECT.

10. ANY CONSTRUCTION TRAILERS USED ON-SITE SHALL BE PERMITTED THROUGH THE LOCAL GOVERNING AGENCY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS.

11. THE CONTRACTOR SHALL PERFORM ALL WORK DURING DAYLIGHT HOURS.

12. THE CONTRACTOR SHALL PROVIDE RECORD DRAWINGS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO THE OWNER FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES.

13. IN THE EVENT OF A CONFLICT WITH WATER, SEWER, DRAINAGE OR OTHER UTILITY LINES, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO MAKING FIELD ADJUSTMENTS.

CONSTRUCTION NOTES:

1. ALL MATERIALS, METHODS, AND DETAILS OF CONSTRUCTION SHALL CONFORM TO THE PROJECT SPECIFICATIONS AND DRAWINGS.

2. EXISTING UTILITIES THAT ARE SHOWN ON THE DRAWINGS ARE FOR INFORMATIONAL PURPOSES ONLY. THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND STRUCTURES IN ADVANCE OF ALL TRENCHING AND EXCAVATION TO AVOID DAMAGING EXISTING UTILITIES OR CAUSING UNNECESSARY DELAYS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS.

3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF ALL UTILITIES WITH THE APPROPRIATE UTILITY COMPANY AND SUBCONTRACTORS TO AVOID CONFLICTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR SCHEDULING THE INSTALLATION OF ALL UTILITIES IN A TIMELY, ORGANIZED, AND SYSTEMATIC MANNER.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING INFRASTRUCTURE WITHIN THE PROJECT AREA OR ADJOINING PROPERTIES (I.E., PAVEMENT, CURB, SIDEWALK, UTILITIES, LANDSCAPED AREAS, ETC.). THE CONTRACTOR SHALL REPAIR/REPLACE ALL DAMAGED ITEMS IMMEDIATELY, IF NECESSARY, OR PRIOR TO THE END OF THE JOB. THE REPAIR/REPLACEMENT SHALL BE AT NO COST TO THE OWNER.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ANY NECESSARY TRAFFIC CONTROLS THROUGHOUT THE DURATION OF THE PROJECT, IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) AND THE ENCROACHMENT PERMIT ISSUED BY THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION.

7. THE CONTRACTOR IS RESPONSIBLE FOR STABILIZING AND RETURNING ALL SCDOT MAINTAINED ROADWAY DITCHES TO PRE-CONSTRUCTION CONDITIONS IN A TIMELY MANNER.

8. THE CONTRACTOR SHALL CLEAN AND MAINTAIN ALL ROADWAYS AS NECESSARY TO ENSURE THAT NO CONSTRUCTION DEBRIS IS PRESENT FOR EXTENDED PERIODS OF TIME.

9. THE CONTRACTOR SHALL ENSURE THAT ALL-WEATHER ACCESS TO LOCAL RESIDENCES AND BUSINESSES IS MAINTAINED THROUGHOUT CONSTRUCTION.

10. ALL TRENCHING, EXCAVATION, AND COMPACTION OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 31 20 01 - TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES.

11. UNLESS OTHERWISE SPECIFIED, ALL BACKFILL MATERIAL SHALL BE CLASS III, AS DESCRIBED IN SECTION 31 20 01 - TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES.

12. THE CONTRACTOR SHALL PERFORM IN-PLACE MOISTURE-DENSITY TESTS FOR ALL COMPACTED MATERIAL USING A RECOGNIZED TESTING LABORATORY APPROVED BY THE ENGINEER.

13. TRENCH EXCAVATION SHALL NOT EXCEED BACKFILL BY MORE THAN 100 FEET. NO TRENCH SHALL BE LEFT OPEN AFTER NORMAL BUSINESS HOURS.

14. DURING WORKING HOURS, ALL OPEN EXCAVATIONS SHALL BE ENCLOSED WITH ORANGE SAFETY BARRICADE FENCE AND DRUMS. NO OPEN EXCAVATIONS SHALL REMAIN OVERNIGHT.

15. ALL VALVE VAULTS SHALL BE FLUSH WITH THE NATURAL GROUND ELEVATION OR ROADWAY.

16. THE CONTRACTOR SHALL REMOVE ALL STRIPPINGS, DEBRIS, AND EXCESS EXCAVATED MATERIALS FROM THE PROJECT AREA AND DISPOSE OF THEM IN A LEGAL MANNER.

17. THE CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY DEWATERING TO PERFORM AND MAINTAIN EXCAVATIONS AND GRADES. DEWATERING OPERATIONS SHALL NOT DISCHARGE DIRECTLY INTO MARSH OR WETLAND AREAS. WATER PUMPED FROM EXCAVATION AND OTHER WORK AREAS MUST BE HELD IN SETTLING BASINS OR FILTERED PRIOR TO DISCHARGE INTO SURFACE WATERS OR STORM DRAINAGE SYSTEMS. WATER MUST BE DISCHARGED THROUGH A PIPE, WELL-GRASSED OR LINED CHANNEL, OR EQUIVALENT MEANS SUCH THAT THE DISCHARGE DOES NOT CAUSE EROSION OR SEDIMENTATION.

WATER MAIN CONSTRUCTION NOTES:

1. ALL WATER MAIN CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 33 11 00 - WATER MAIN CONSTRUCTION.

2. THE CONTRACTOR SHALL STORE, HANDLE, INSTALL, AND MAINTAIN ALL PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

3. THE CONTRACTOR SHALL INSTALL ALL WATER MAIN PIPING WITH NO LESS THAN 3 FEET OF COVER AND NO GREATER THAN 5 FEET OF COVER, UNLESS APPROVED BY THE ENGINEER. WATER MAINS INSTALLED WITHIN ROADWAYS SHALL HAVE A MINIMUM OF 4 FEET OF COVER.

4. WATER MAINS SHALL MAINTAIN A MINIMUM HORIZONTAL SEPARATION DISTANCE OF 10 FEET FROM ANY SANITARY OR STORM SEWER, WHEREVER POSSIBLE.

5. WATER MAINS THAT CROSS SANITARY OR STORM SEWERS SHALL BE LAID TO PROVIDE A VERTICAL SEPARATION OF AT LEAST 18 IN. BETWEEN THE BOTTOM OF THE WATER MAIN AND THE TOP OF THE SANITARY OR STORM SEWER.

6. NEW WATER LINES CROSS EXISTING UTILITIES THROUGHOUT THE PROJECT AREA. FIELD VERIFY EXISTING UTILITY CROSSINGS AND ADJUST ELEVATION OF NEW WATER LINE AS NEEDED, PROVIDING VERTICAL RESTRAINED JOINT BENDS AND PIPING AS REQUIRED.

7. ALL WATER PIPING, VALVES, FIRE HYDRANTS, AND FITTINGS SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH SECTION 33 01 00 - PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS.

8. AFTER INSTALLATION AND SUCCESSFUL HYDROSTATIC TESTING, THE WATER MAIN SHALL BE FLUSHED AND DISINFECTED IN ACCORDANCE WITH SECTION 33 01 00 - PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS.

9. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL WATER METERS AND TIE IN TO NEW WATER MAIN.

10. EXISTING WATER MAIN ABANDONMENT:
    - 10.1. FOR EXISTING WATER MAIN THAT ARE 6" OR LARGER, CUT ABANDONED LINES, FILL WITH FLOWABLE FILL, AND CAP AS NECESSARY.
    - 10.2. FOR EXISTING WATER MAIN THAT ARE LESS THAN 6", CUT AND CAP ABANDONED LINES AS NECESSARY.
    - 10.3. REMOVE ABANDONED VALVE BOXES AND FILL WITH FLOWABLE FILL.

11. TREE PROTECTION: THE CONTRACTOR SHALL CONSULT WITH THE CITY OF COLUMBIA FORESTRY AND BEAUTIFICATION DEPARTMENT REGARDING PROPER TREE PROTECTION.

12. FIRE HYDRANT REMOVAL: EXISTING FIRE HYDRANTS ON WATER MAINS THAT ARE TO BE ABANDONED ARE TO BE ABANDONED AND REMOVED ONCE NEW FIRE HYDRANTS ARE TESTED AND OPERATIONAL. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING HYDRANT, INSTALL RESTRAINED JOINT CAP AT EXISTING HYDRANT VALVE, REMOVE VALVE BOX, AND ABANDON IN PLACE WITH FLOWABLE FILL.

13. ROAD RESURFACING: ALL ROAD RESURFACING SHALL BE DONE AS SPECIFIED ON THE PLANS AND IN ACCORDANCE TO SCDOT STANDARDS. TYPE B AND C ASPHALT SURFACE MATERIALS ONLY.
    - 13.1. TYPE B: 200 LB/SQ. YD. TO BE USED FOR RIVER DR. RESURFACING.
    - 13.2. TYPE C: 175 LB/SQ. YD. TO BE USED FOR ALL OTHER RESURFACING.

DATUM DESCRIPTION:

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE NAD 83 (2011) SOUTH CAROLINA STATE PLANE GRID COORDINATE FOR SURVEY CONTROL POINT NUMBER 117 WITH A NORTHING OF 796408.37 AND AN EASTING OF 1984234.69. THE AVERAGE COMBINED SCALE FACTOR (GROUND TO GRID) IS 0.99980293.

ELEVATIONS FOR THIS PROJECT ARE BASED ON NAVD 88 DATUM.

NOTE:

ALL USERS OF THE CONTROL POINTS LISTED BELOW SHALL BE REQUIRED TO CHECK BETWEEN ANY THREE OF THEM, IN ORDER TO VERIFY THAT THEY HAVE NOT BEEN DISTURBED, AND THAT THE IDENTITIES OF THE OCCUPIED AND OBSERVED POINTS ARE CORRECT, BEFORE UTILIZING THESE POINTS FOR STAKING, CHECKING OR ANY OTHER PURPOSE.

SURVEY CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	799003.98	1982993.59	271.14	MAG NAIL
7	798477.25	1983612.77	287.00	MAG NAIL
9	797864.58	1984214.48	300.14	NAIL
13	796725.43	1985741.24	305.09	MAG NAIL
15	796504.56	1986132.35	304.70	NAIL
23	795775.33	1985157.91	298.15	MAG NAIL
25	796112.53	1984632.83	308.10	MAG NAIL
29	796664.26	1983946.31	283.31	MAG NAIL
31	796963.93	1983489.71	226.84	NAIL
35	797611.75	1983087.22	250.54	NAIL
37	797638.79	1982849.03	246.16	MAG NAIL
39	797808.31	1982701.95	281.77	NAIL
41	797893.92	1982542.70	282.80	MAG NAIL
43	798112.75	1982737.59	284.67	MAG NAIL
45	798455.38	1983044.07	278.52	MAG NAIL
47	798776.72	1983333.49	279.26	MAG NAIL
105	798210.30	1981118.71	193.93	5/8" REBAR
107	798961.83	1982179.90	248.98	MAG NAIL
109	797376.16	1984936.02	303.57	5/8" REBAR
111	796245.00	1986414.60	304.38	5/8" REBAR
115	797309.55	1983255.39	232.01	MAG NAIL
117	796408.37	1984234.69	303.38	5/8" REBAR
119	795468.49	1985500.10	267.89	MAG NAIL
121	795060.61	1985833.02	242.38	5/8" REBAR
205	795151.86	1982898.39	211.51	MAG NAIL
207	795272.46	1983224.90	218.87	MAG NAIL
209	795521.54	1983613.75	269.28	MAG NAIL
211	795776.08	1983797.88	295.65	MAG NAIL
213	796092.35	1984035.50	301.90	MAG NAIL
217	796876.36	1984625.89	305.71	NAIL
223	798321.82	1982926.60	282.28	MAG NAIL
225	798131.12	1983139.80	304.14	MAG NAIL
227	797744.71	1983582.30	282.84	MAG NAIL
229	797452.64	1983960.23	279.28	MAG NAIL
231	797136.54	1984265.65	293.42	MAG NAIL
233	797094.22	1984526.43	303.51	NAIL
235	796960.62	1984693.89	306.02	NAIL
238	796805.15	1984977.17	306.53	NAIL
240	796532.50	1985298.18	309.11	MAG NAIL
242	796119.01	1985913.85	308.96	"X" ON SIDEWALK
247	796699.56	1984500.85	304.36	MAG NAIL
250	796327.69	1984969.22	309.25	MAG NAIL
252	796135.61	1985276.56	316.67	"X" ON SIDEWALK
254	795814.15	1985713.75	301.16	MAG NAIL
260	796516.10	1983758.81	285.38	MAG NAIL
262	796103.56	1983488.53	286.99	MAG NAIL
264	795814.03	1983836.71	296.98	MAG NAIL
269	797601.07	1985147.04	299.69	MAG NAIL
272	797858.99	1984777.60	296.48	MAG NAIL
274	798253.16	1984282.21	297.09	NAIL
276	797992.63	1984120.87	298.19	MAG NAIL

STORMWATER POLLUTION PREVENTION (SWPPP) NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING EROSION AND SEDIMENT CONTROL AND STORMWATER POLLUTION PREVENTION.

2. THE CONTRACTOR SHALL INSTALL BMPs AS NECESSARY IN ACCORDANCE WITH SECTION 31 25 00 - EROSION AND SEDIMENT CONTROL.

3. THE CONTRACTOR SHALL STABILIZE ALL DISTURBED AREAS OUTSIDE OF ROADWAY WITH PERMANENT SEEDING IN ACCORDANCE WITH SECTION 31 10 01 - SEEDING, SODDING, AND LANDSCAPING.

4. ALL EROSION AND SEDIMENT CONTROL BMPs MUST BE INSTALLED, INSPECTED, AND MAINTAINED PER SCDHEC REQUIREMENTS.

5. ALL INLETS WILL RECEIVE APPROVED INLET PROTECTION AS THE PHASED ACTIVITIES PROGRESS.

LEGEND (EXISTING)

PROPERTY CORNER FOUND	
APPROXIMATE PROPERTY LINE/ RIGHT-OF-WAY LINE	
TEMPORARY BENCHMARK	
SURVEY CONTROL POINT	
POLYVINYL CHLORIDE PIPE	PVC
REINFORCED CONCRETE PIPE	RCP
HIGH DENSITY POLYETHYLENE PIPE	HDPE
DUCTILE IRON PIPE	DIP
INVERT ELEVATION	IE
WATER VALVE	WV
WATER METER	WM
FIRE HYDRANT	FH
CLEAN OUT	CO
GRAVITY SANITARY SEWER LINE	S
OVERHEAD POWER LINE	P
FIBER OPTIC LINE (PER PAINTED MARKINGS)	FO
GAS LINE (PER PAINTED MARKINGS)	G
GAS VALVE	RV
GAS TEST POINT	GTP
POWER POLE	PP
SIGNAL POLE	SP
POWER POLE WITH GUY WIRE	PP W/GUY
LAMP POST	LP
TELEPHONE PEDESTAL	TPP
ELEC. JUNCTION BOX	EJB
IRRIGATION CONTROL VALVE	ICV
FIBER OPTIC CABLE MARKER	FOCM
GAS LINE MARKER	GLM
FIBER OPTIC CABLE WITNESS	FOC
UTILITY HAND HOLE	HH
FENCE	X
GUARD RAIL	
BOLLARD	BLRD
CONCRETE CURB	
CONCRETE CURB & GUTTER	
TREE LINE	
TREE WITH SIZE & TYPE	25" HDWD
ORNAMENTAL TREE	ORN
HARDWOOD TREE	HDWD

MA ENGINEERING CONSULTANTS, INC. LEGEND

UP	UNDERGROUND ELECTRICAL (LEVEL B)
UT	UNDERGROUND COMMUNICATIONS (LEVEL B)
W	WATER LINE (LEVEL B)
G	GAS LINE (LEVEL B)
UE DATUM	UNDERGROUND ELECTRICAL (LEVEL C)
W DATUM	WATER LINE (LEVEL C)
GL DATUM	GAS LINE (LEVEL C)

HATCHING ON PLAN SHEETS REPRESENTS OPEN CUT AND FULL DEPTH ROADWAY REPAIR OF WATER LINE TRENCH (TO INCLUDE CURB AND GUTTER WHERE NECESSARY). PERFORM IN ACCORDANCE WITH DRAWINGS AND CONTRACT DOCUMENTS.

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC
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SOUTH CAROLINA PROFESSIONAL ENGINEER
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No. C00194
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER
No. 15573
6-22-18
KEVIN F. STRICKLAND

HUSSEY GAY BELL
Established 1958
1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: NONE

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

GENERAL NOTES AND LEGEND

DRAWING NUMBER

G-002

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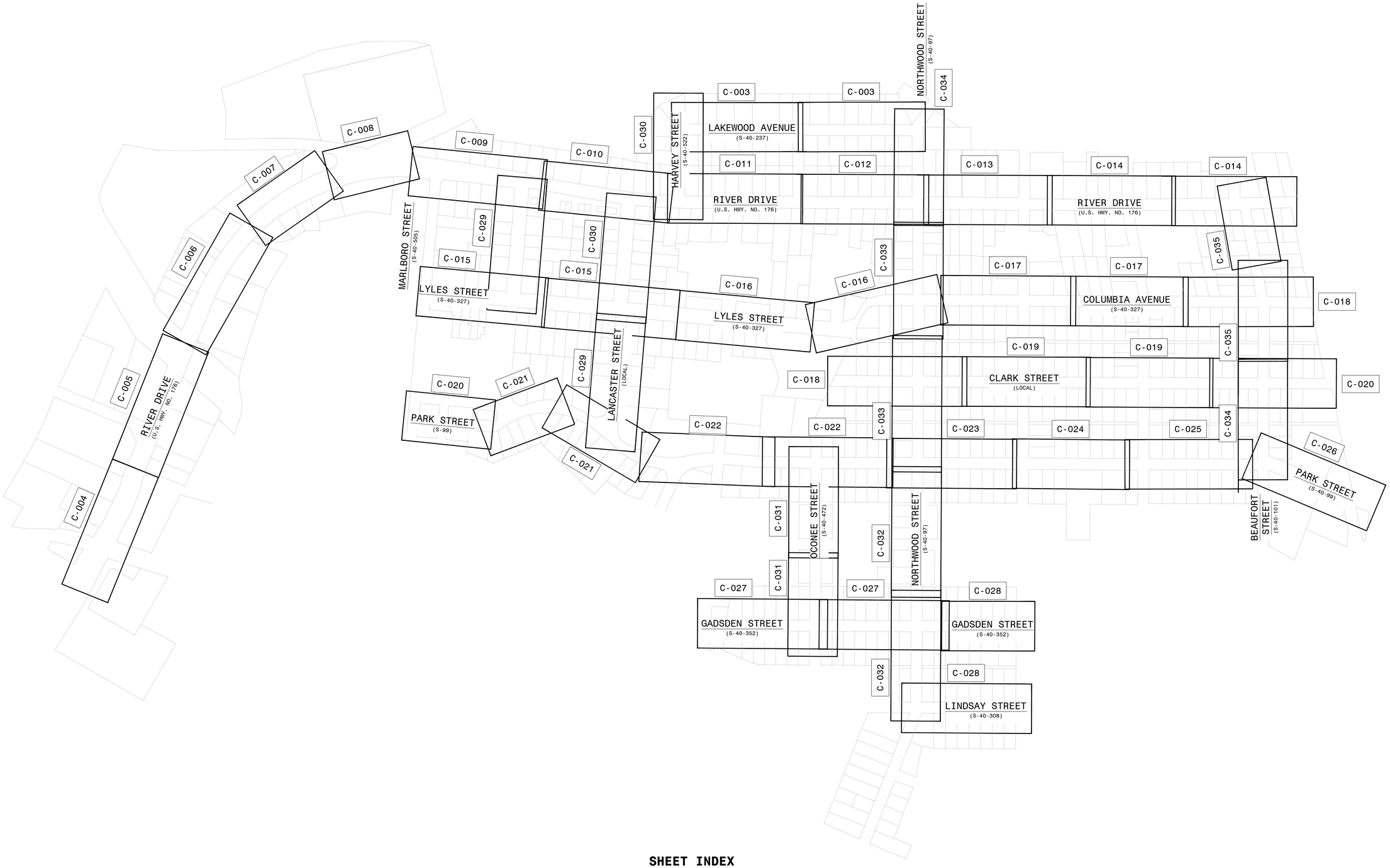

SHEET INDEX

NORTH

GRAPHIC SCALE
200' 0 100' 200'

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REVISIONS:

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RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

SHEET INDEX

DRAWING NUMBER
C-001
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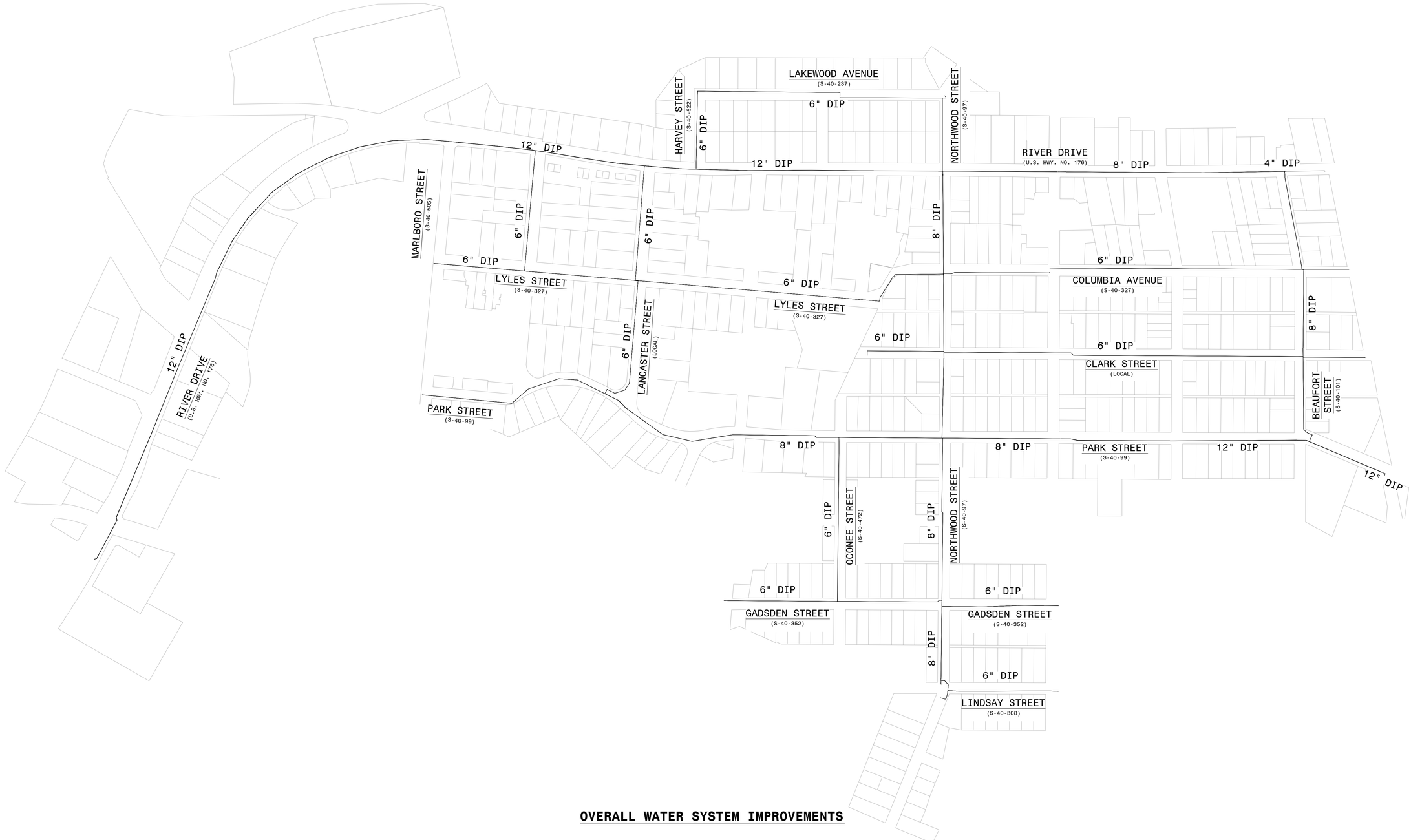

OVERALL WATER SYSTEM IMPROVEMENTS

NORTH

GRAPHIC SCALE
200' 0 100' 200'

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Columbia, SC 29201

SOUTH CAROLINA
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EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

OVERALL WATER SYSTEM IMPROVEMENTS

DRAWING NUMBER

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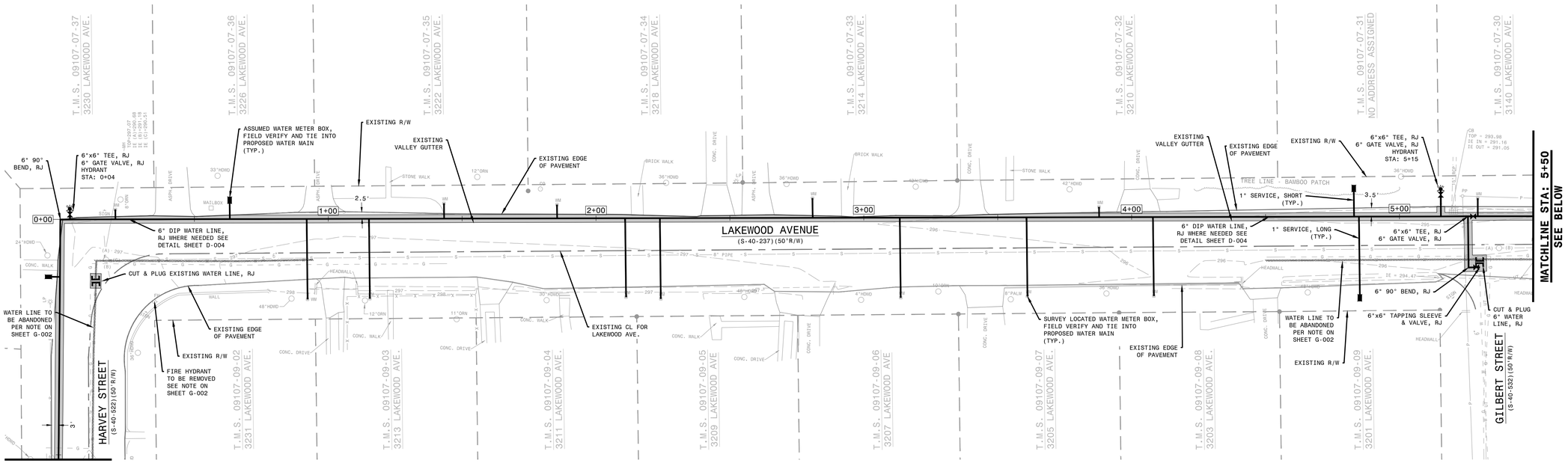
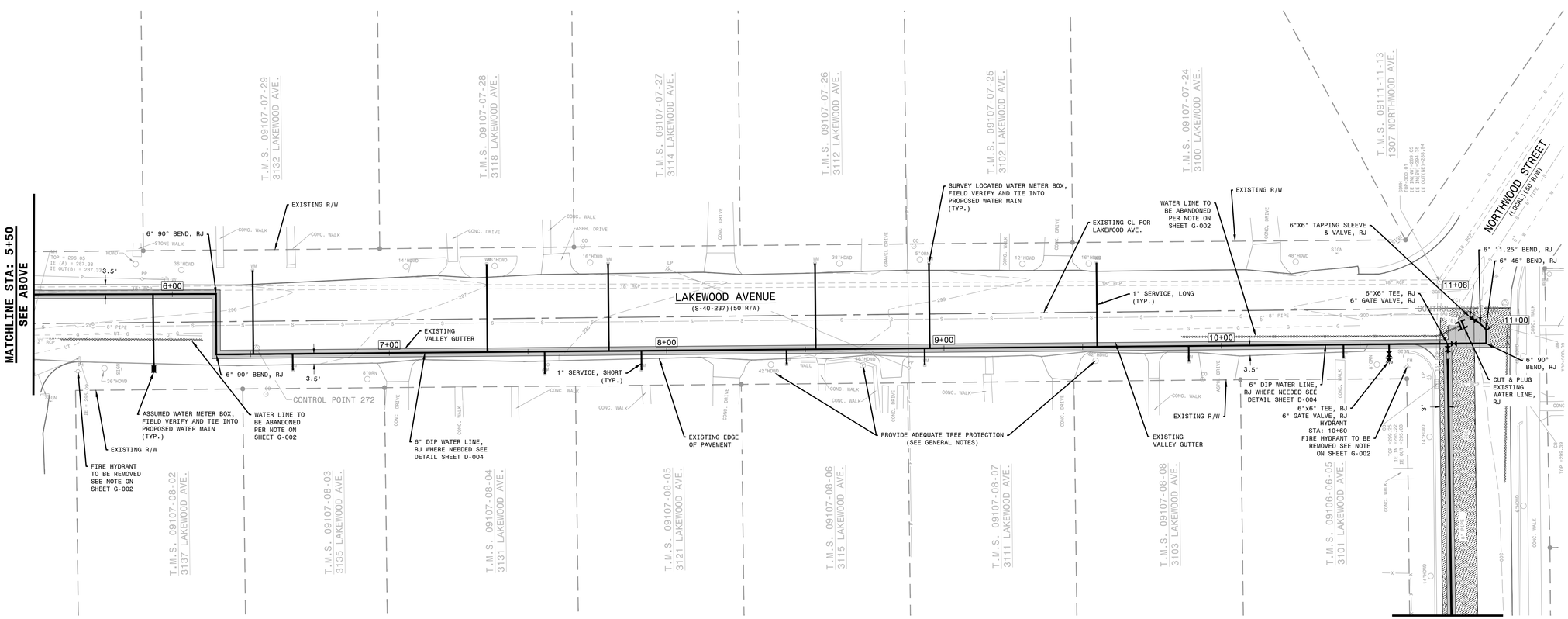


PLAN VIEW "LAKEWOOD AVE." (STA: 0+00-5+50)
1"=20'



PLAN VIEW "LAKEWOOD AVE." (STA: 5+50-END)
1"=20'

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REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM8923
FOR
CITY OF COLUMBIA

LAKEWOOD AVE. (STA: 0+00-END)

DRAWING NUMBER

C-003

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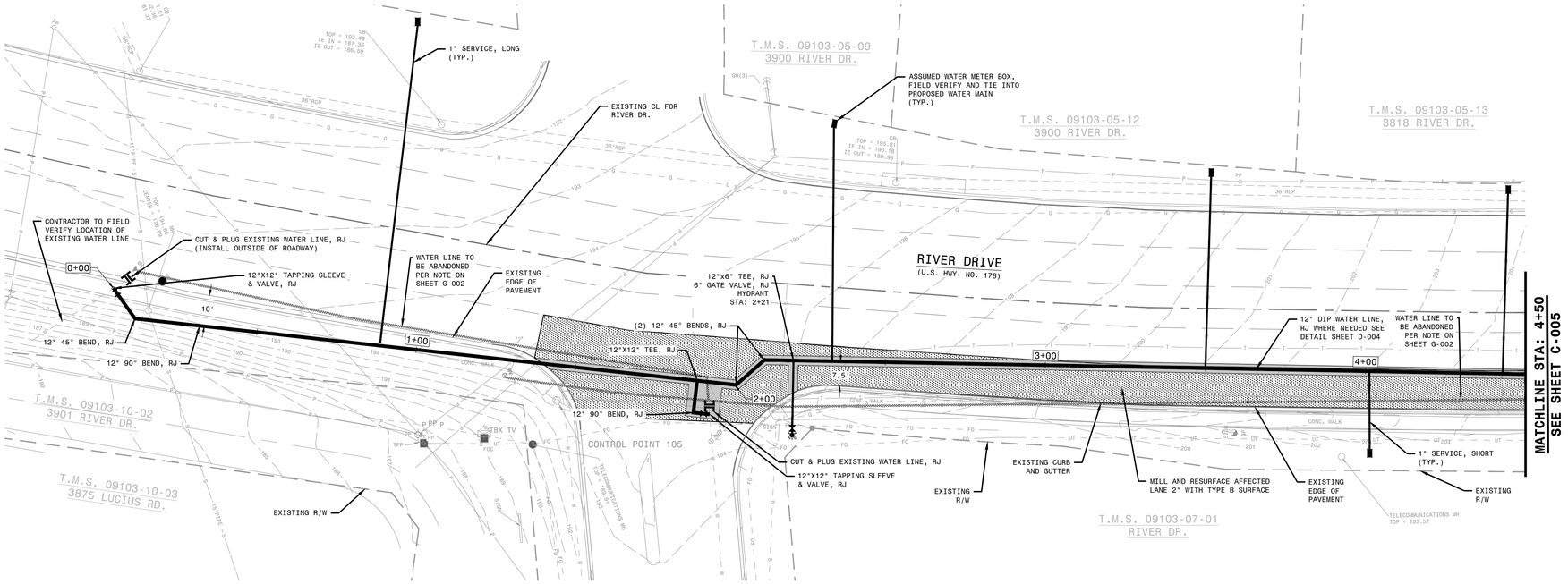
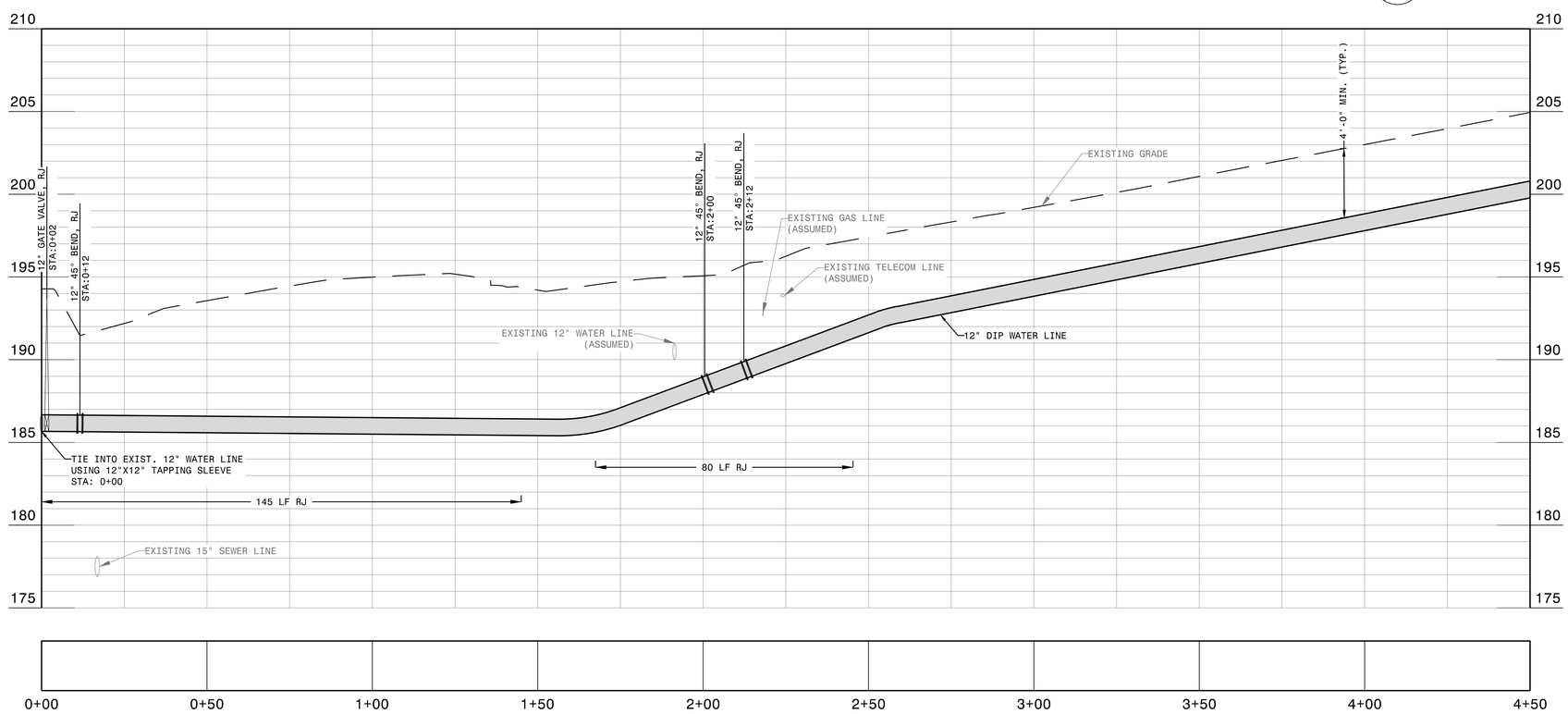


PLAN VIEW "RIVER DR." (STA: 0+00-4+50)
1"=20'

NORTH

GRAPHIC SCALE
20' 0 10' 20'



PROFILE VIEW "RIVER DR." (STA: 0+00-4+50)
SCALE: VERT - 1"=4' HORIZ. - 1"=20'

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REVISIONS:

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RTC	MTP	KFS

DATE:MARCH 2018
JOB NO.316043006
SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA
RIVER DR. (STA: 0+00-4+50)

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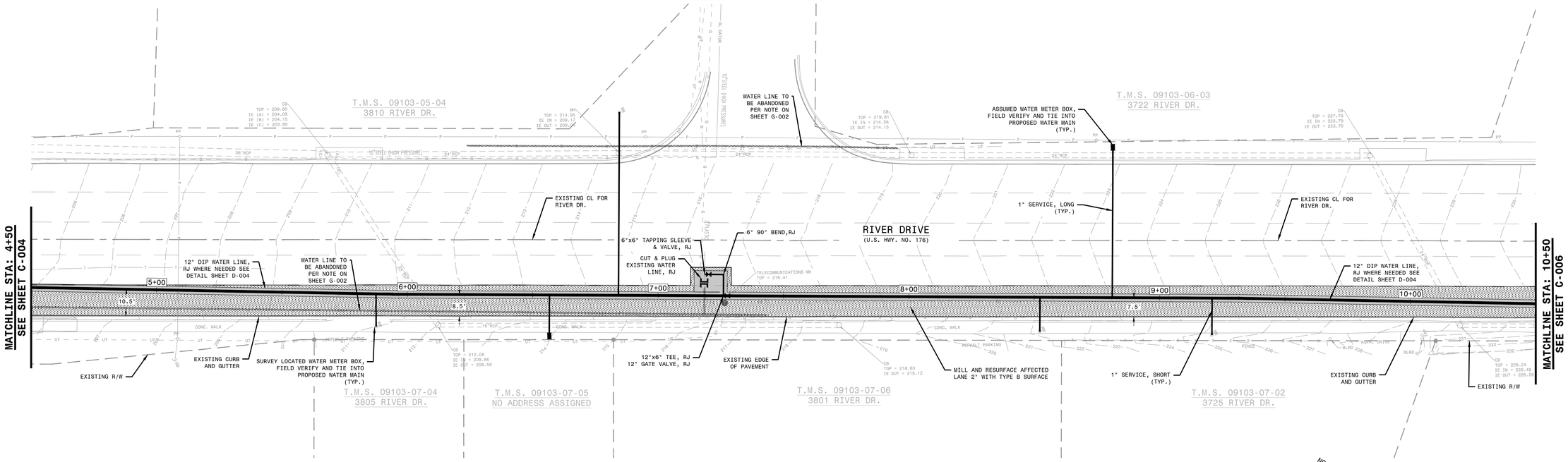
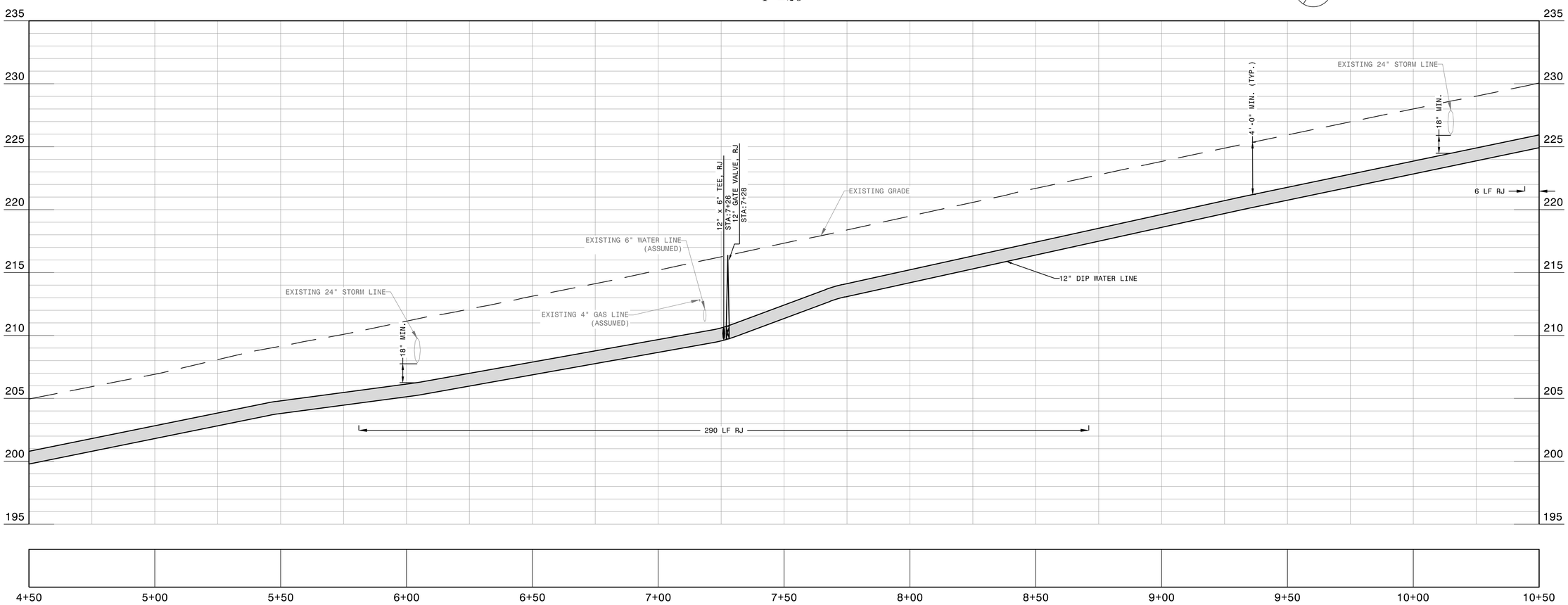


PLAN VIEW "RIVER DR." (STA: 4+50–10+50)
1"=20'



PROFILE VIEW "RIVER DR." (STA: 4+50–10+50)
SCALE: VERT – 1"=4' HORIZ. – 1"=20'

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RIVER DR. (STA: 4+50-10+50)

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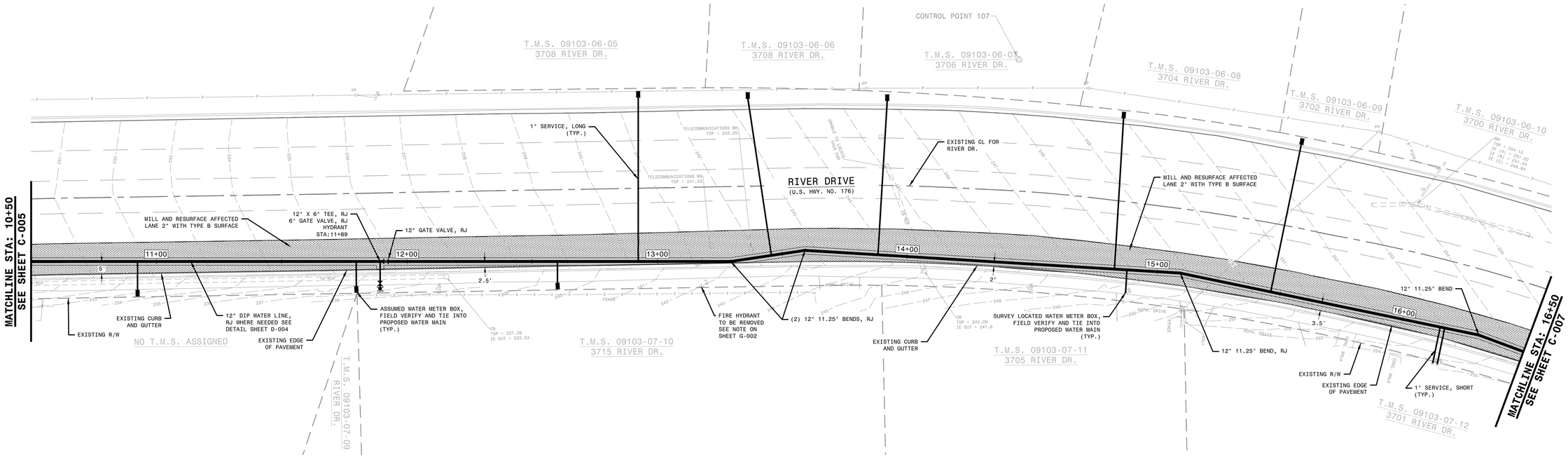
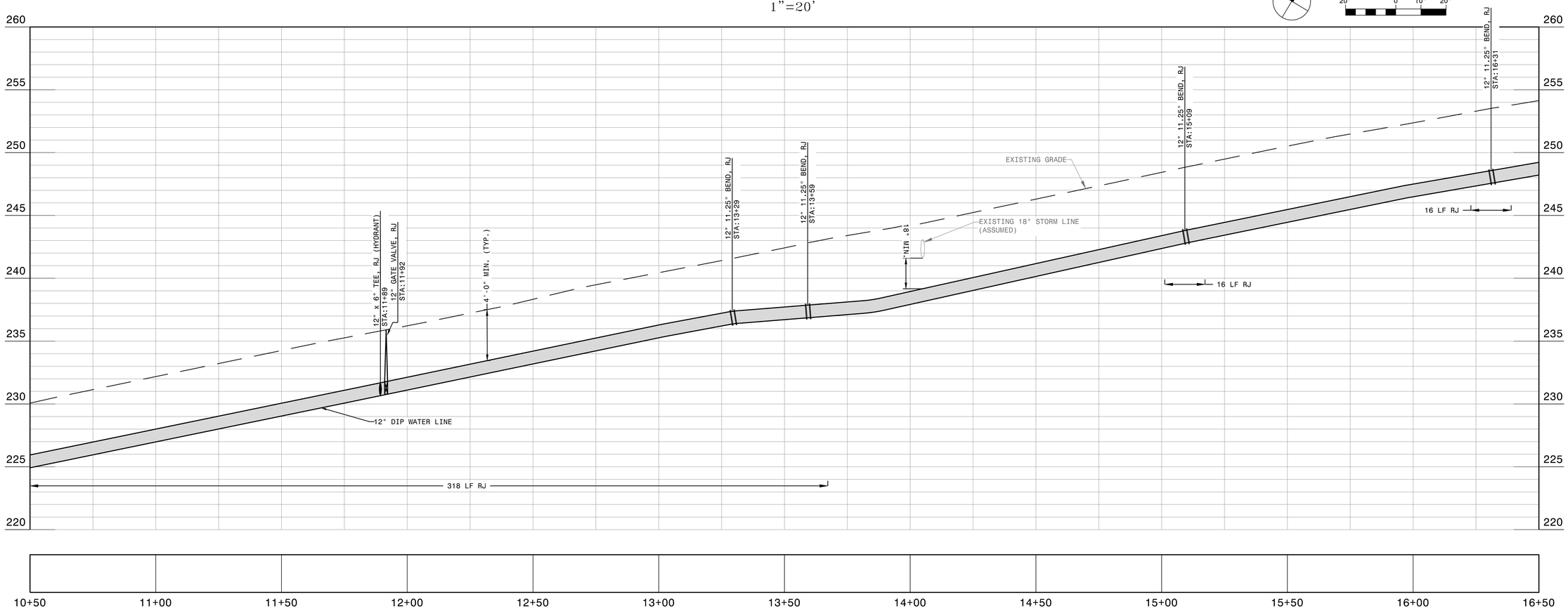


PLAN VIEW "RIVER DR." (STA: 10+50–16+50)
1"=20'



PROFILE VIEW "RIVER DR." (STA: 10+50–16+50)
SCALE: VERT – 1"=4' HORIZ. – 1"=20'

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DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
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RIVER DR. (STA: 10+50-16+50)

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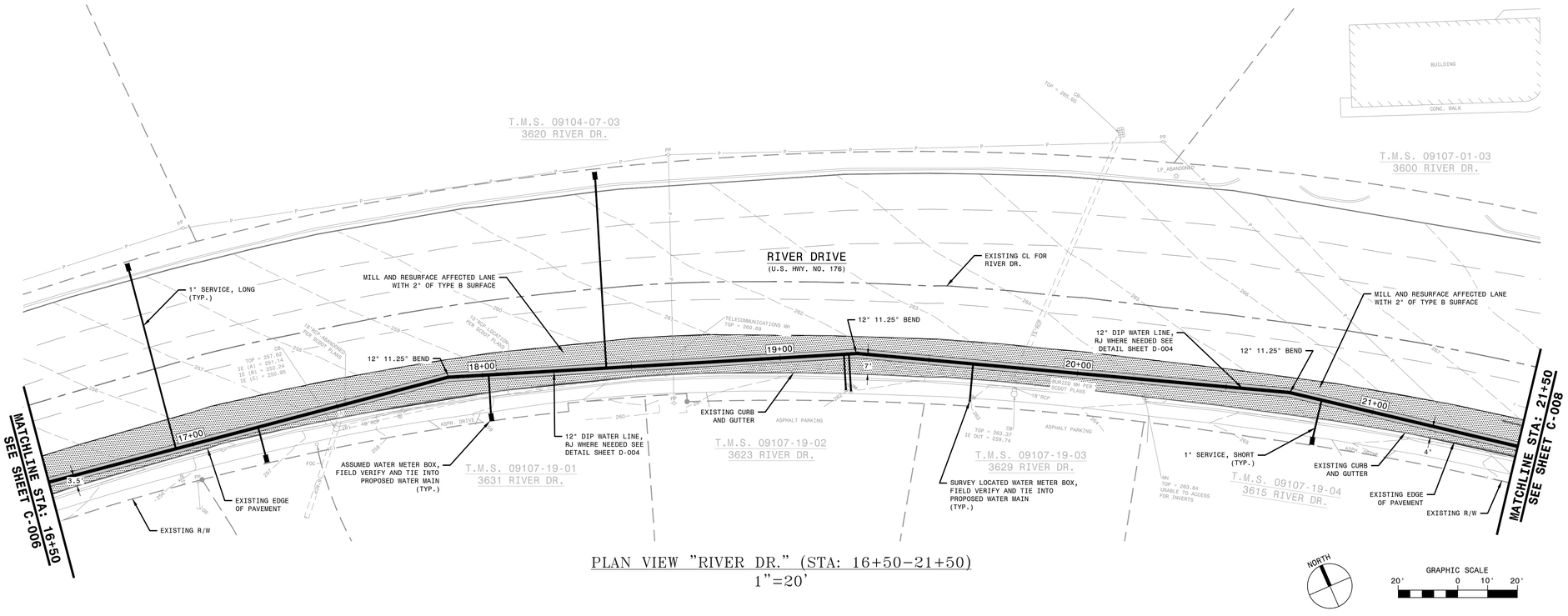
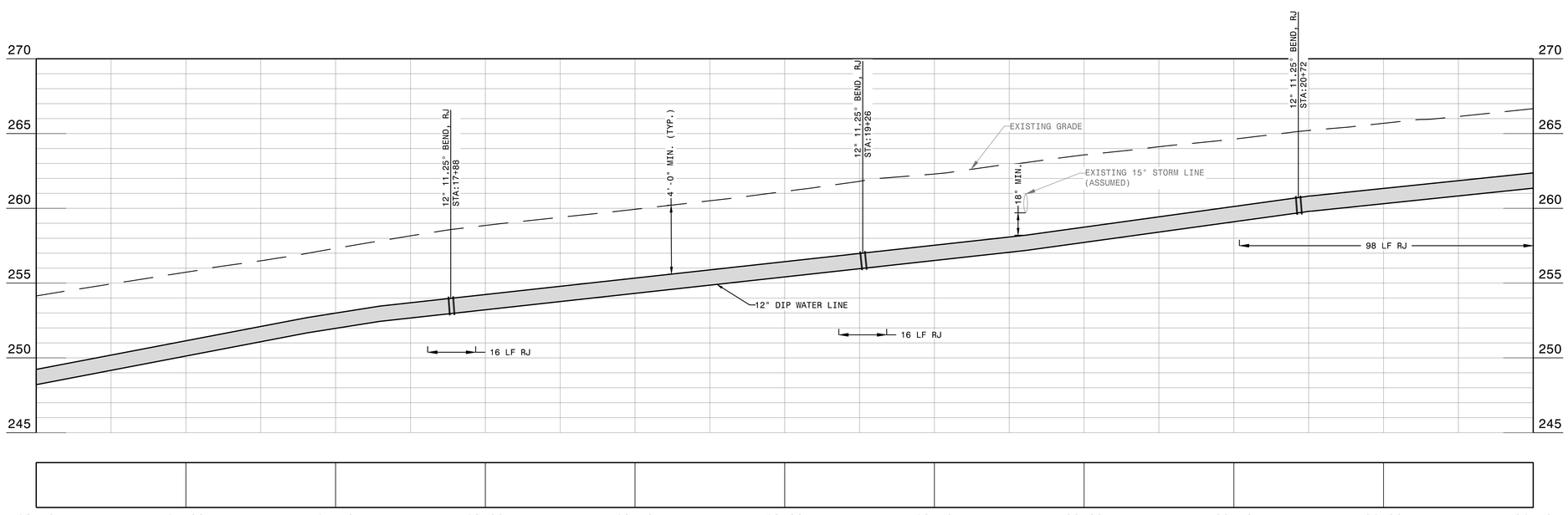


PLAN VIEW "RIVER DR." (STA: 16+50–21+50)
1"=20'



PROFILE VIEW "RIVER DR." (STA: 16+50–21+50)
SCALE: VERT – 1"=4' HORIZ. – 1"=20'

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SOUTH CAROLINA HUSSEY, GAY, BELL & DEYOUNG, INC. CONSULTING ENGINEERS OF SC No. C00194 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 15573 KEVIN F. STRICKLAND 6-22-18

HUSSEY GAY BELL
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DATE: MARCH 2018
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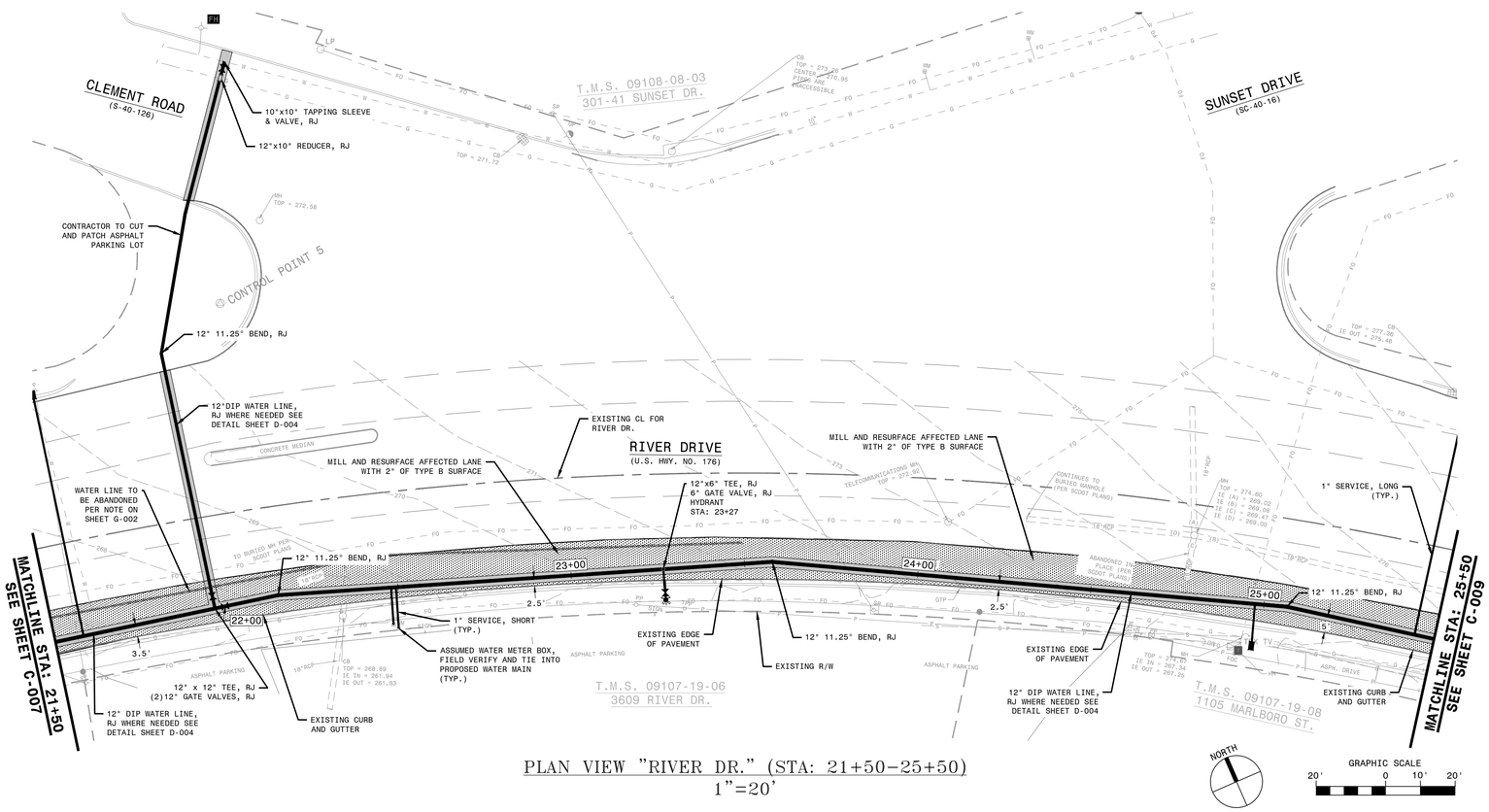
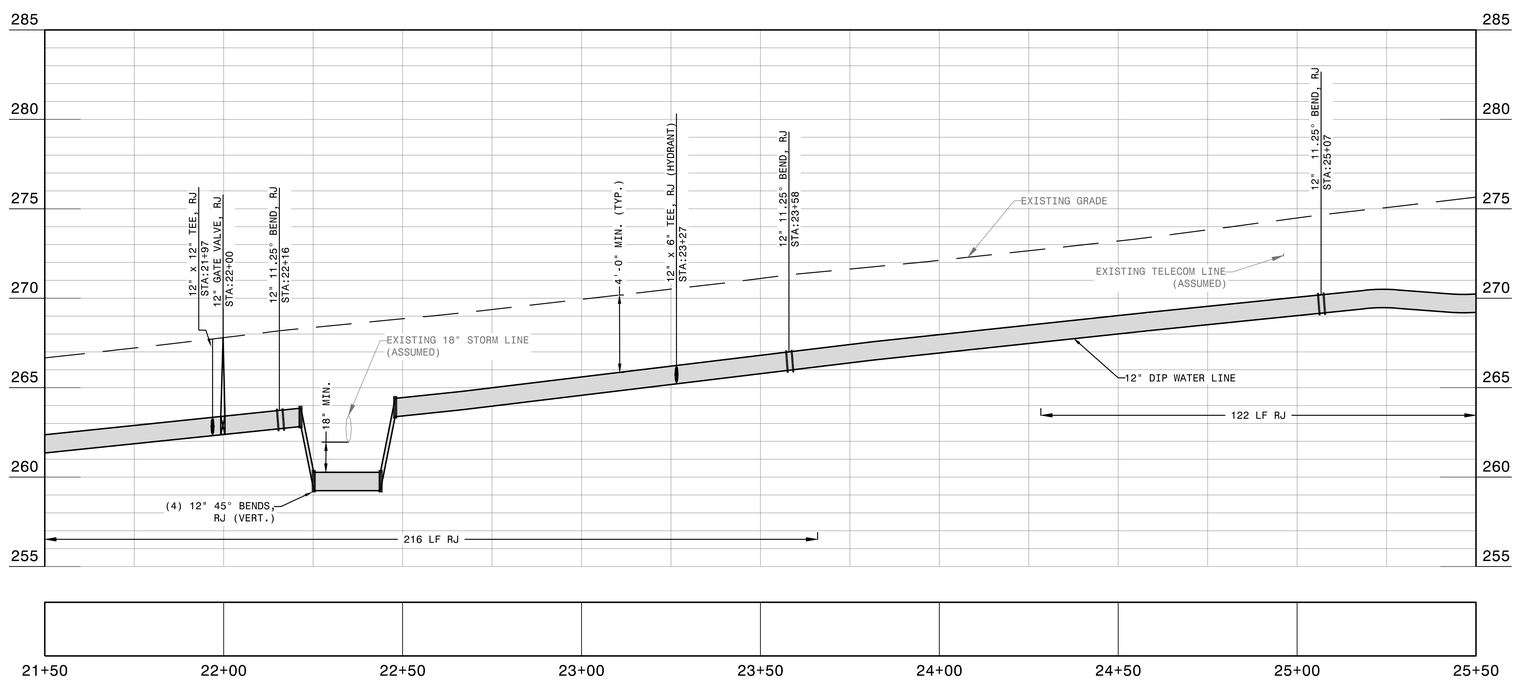


PLAN VIEW "RIVER DR." (STA: 21+50–25+50)
1"=20'



PROFILE VIEW "RIVER DR." (STA: 21+50–25+50)
SCALE: VERT – 1"=4' HORIZ. – 1"=20'

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REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018
JOB NO. 316043006
SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
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RIVER DR. (STA: 21+50-25+50)

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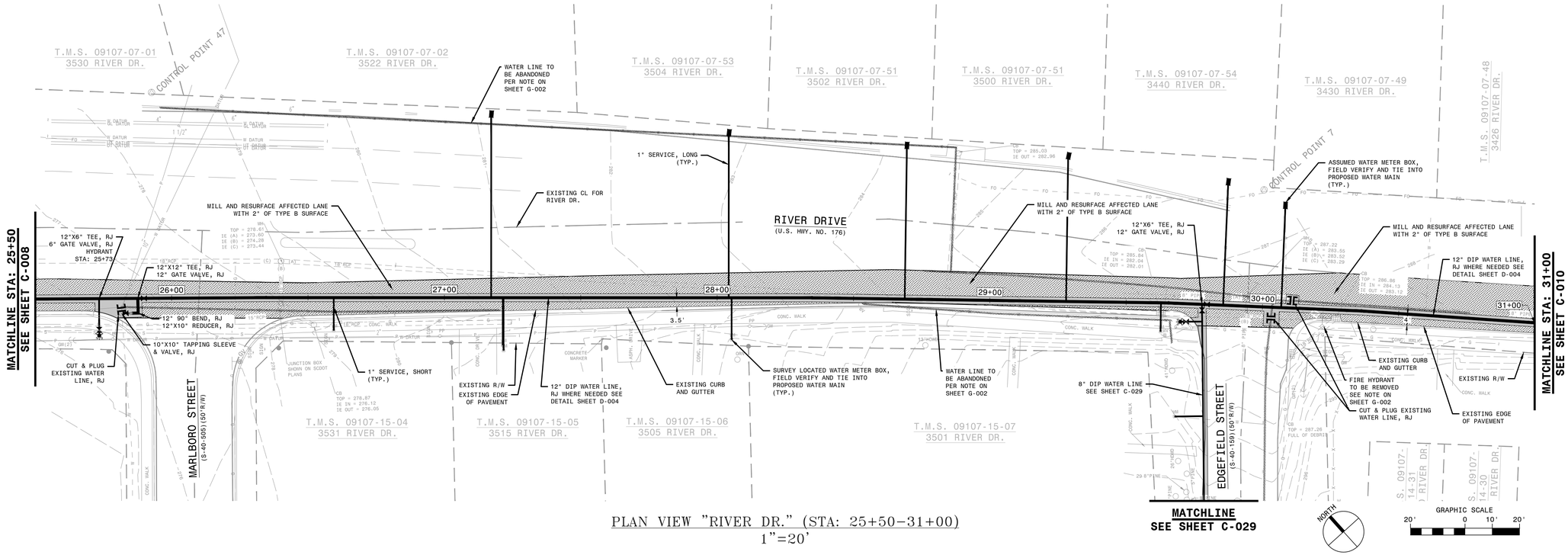
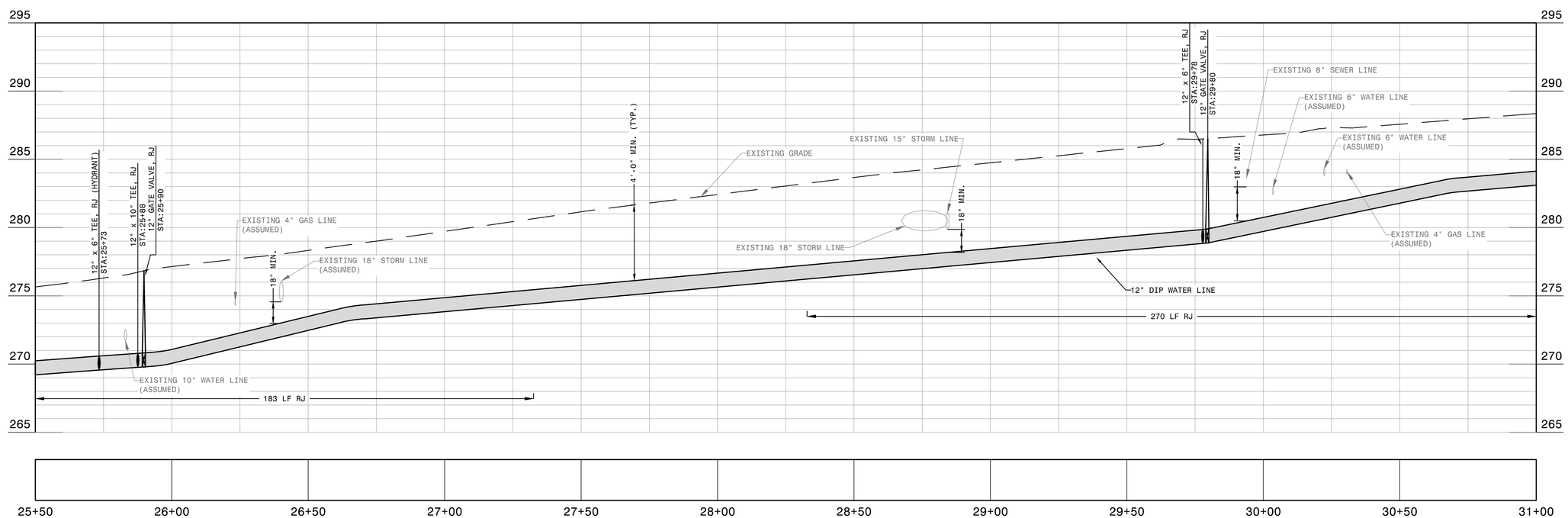


PLAN VIEW "RIVER DR." (STA: 25+50-31+00)
1"=20'



PROFILE VIEW "RIVER DR." (STA: 25+50-31+00)
SCALE: VERT - 1"=4' HORIZ. - 1"=20'

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KEVIN P. STRICKLAND

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Established 1958
1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018
JOB NO. 316043006
SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA
RIVER DR. (STA: 25+50-31+00)

DRAWING NUMBER
C-009
11 OF 41

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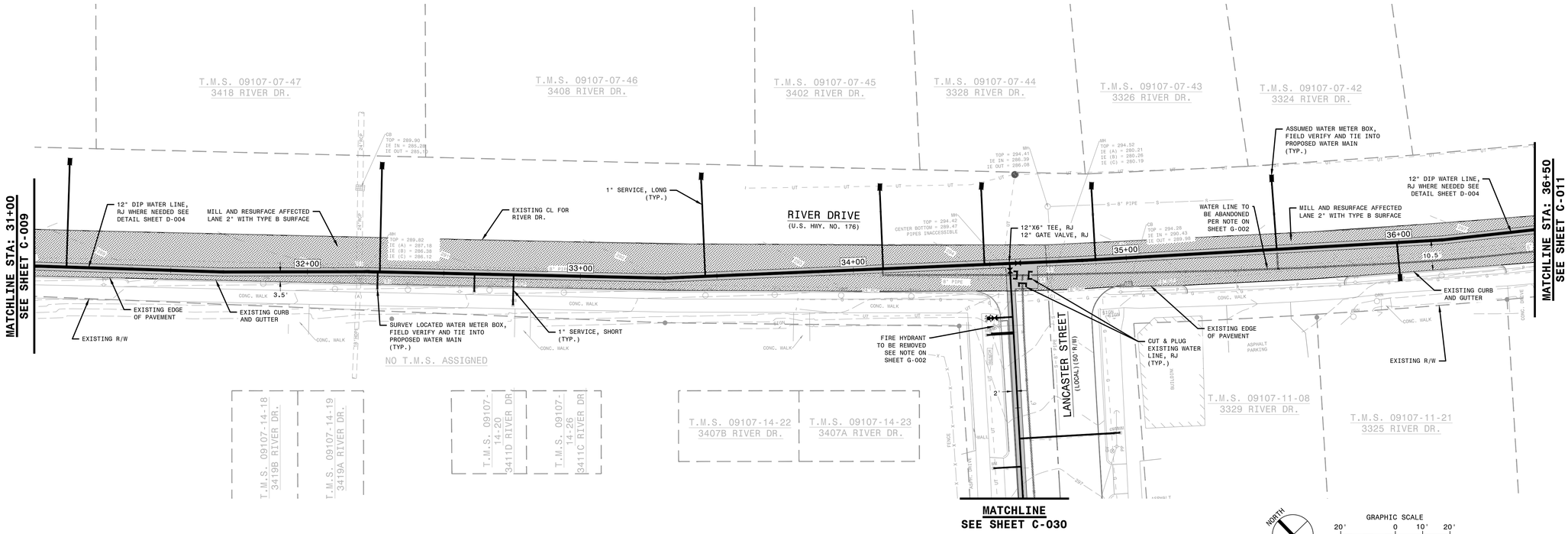
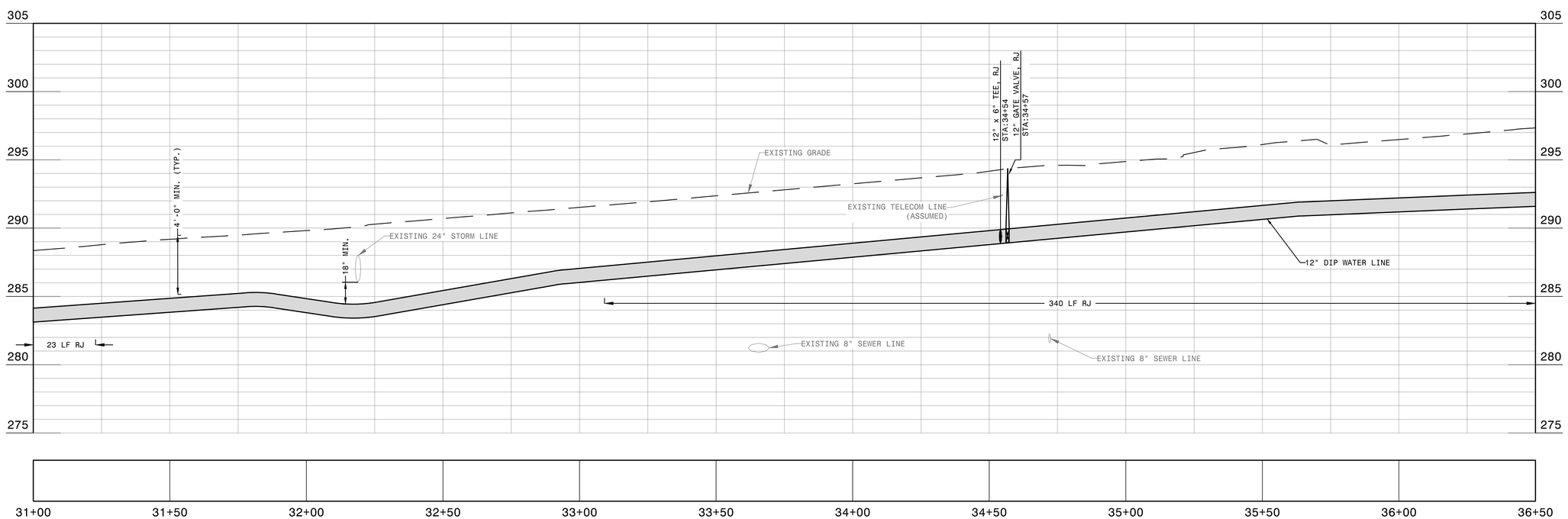


PLAN VIEW "RIVER DR." (STA: 31+00–36+50)
1"=20'



PROFILE VIEW "RIVER DR." (STA: 31+00–36+50)
SCALE: VERT – 1"=4' HORIZ. – 1"=20'

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Columbia, SC 29201

SOUTH CAROLINA
HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS OF SC
No. C00194
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 15573
6-22-18
KEVIN F. STRICKLAND

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CIP# WM8923
FOR
CITY OF COLUMBIA
RIVER DR. (STA: 31+00-36+50)

DRAWING NUMBER
C-010
12 OF 41

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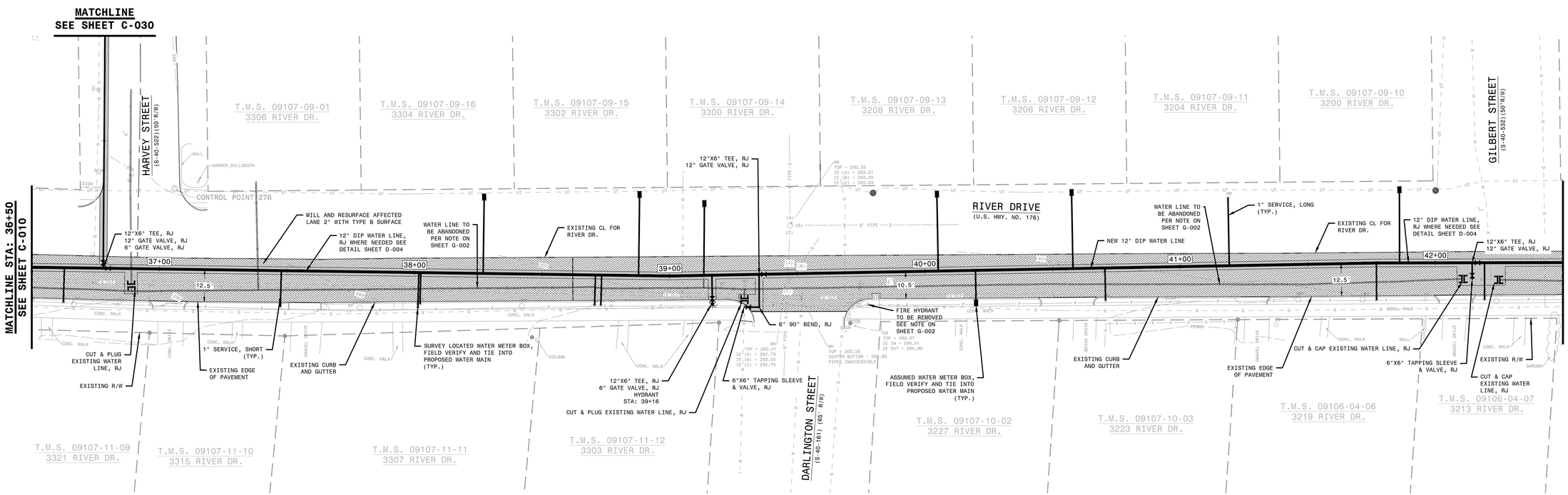
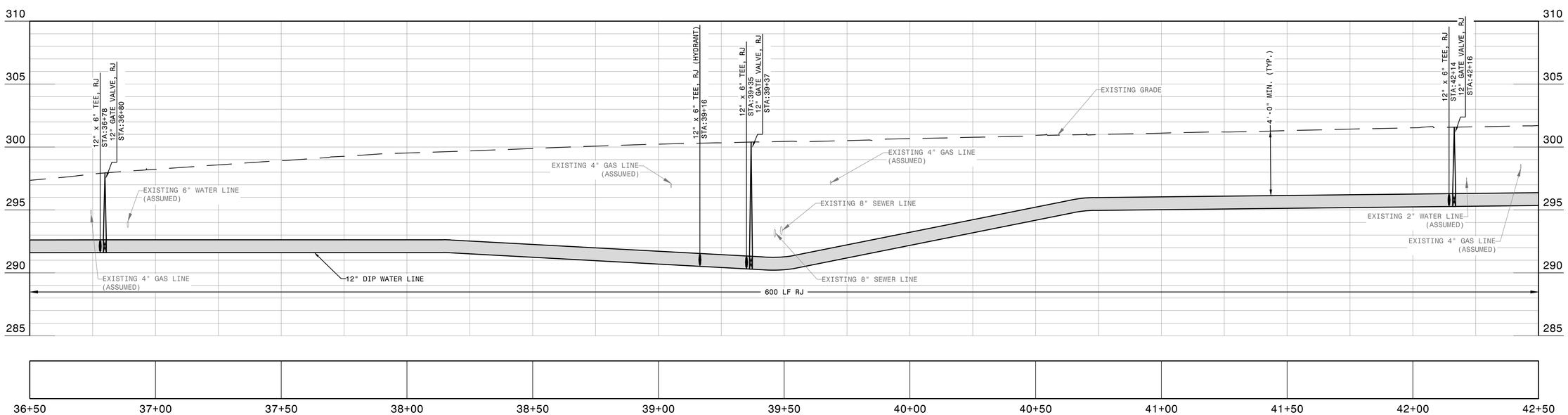


PLAN VIEW "RIVER DR." (STA: 36+50-42+50)
1"=20'



PROFILE VIEW "RIVER DR." (STA: 36+50-42+50)
SCALE: VERT - 1"=4' HORIZ. - 1"=20'

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DATE: MARCH 2018
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SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
CITY OF COLUMBIA
RIVER DR. (STA: 36+50-42+50)

DRAWING NUMBER
C-011
13 OF 41

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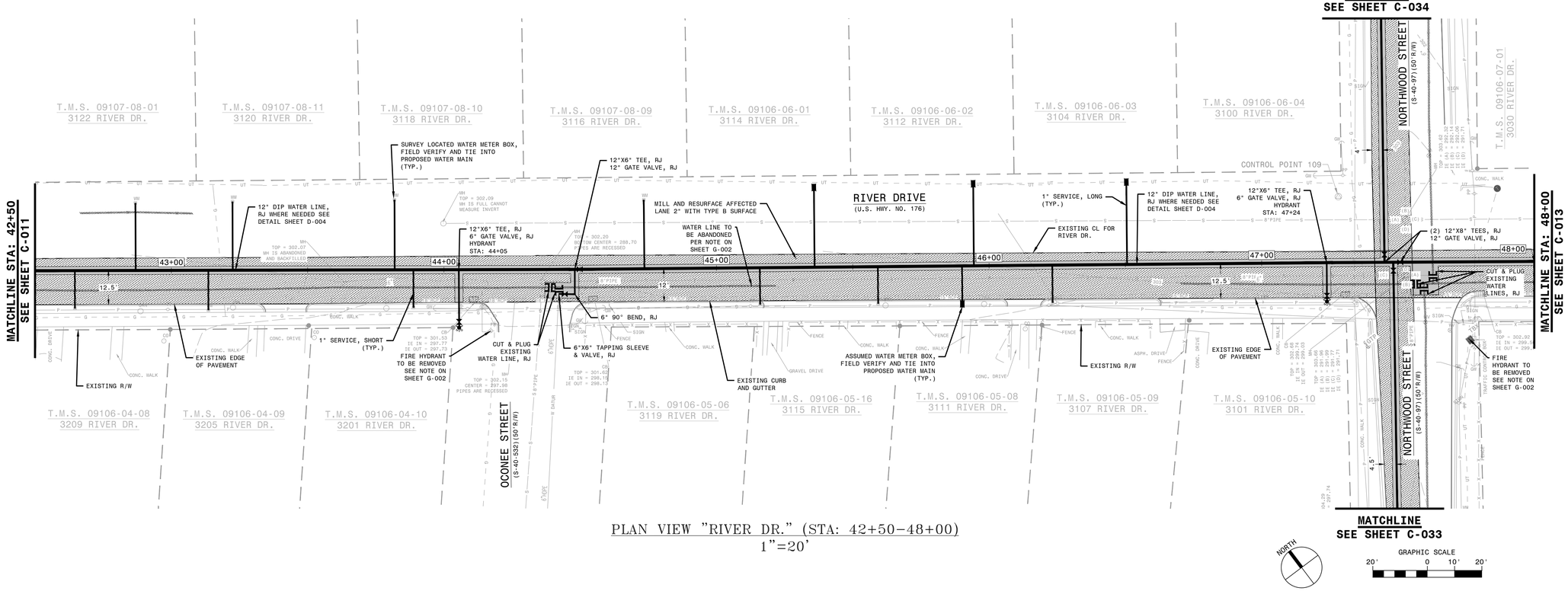
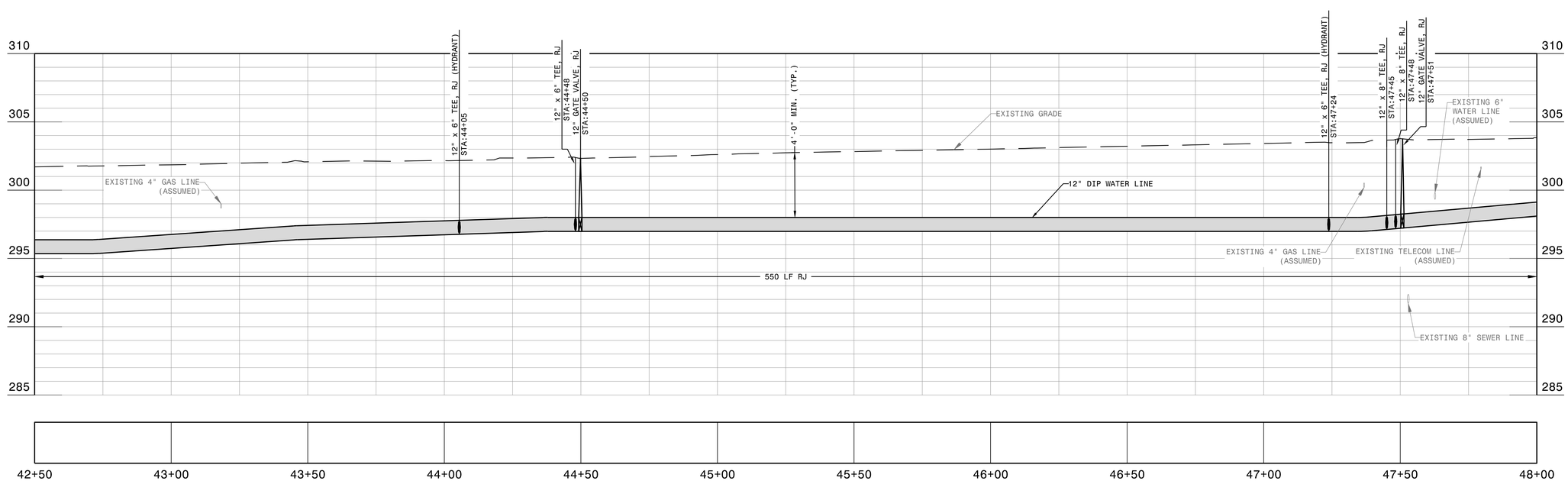


PLAN VIEW "RIVER DR." (STA: 42+50-48+00)
1"=20'



PROFILE VIEW "RIVER DR." (STA: 42+50-48+00)
SCALE: VERT - 1"=4' HORIZ. - 1"=20'

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SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
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RIVER DR. (STA: 42+50-48+00)

DRAWING NUMBER
C-012
14 OF 41

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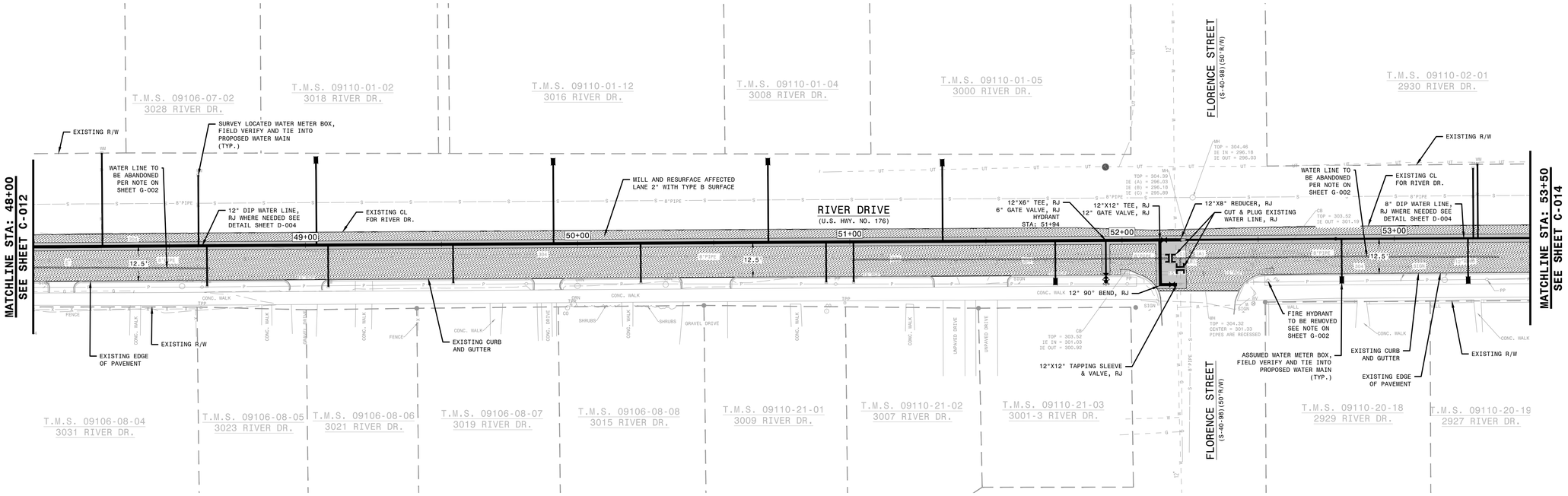
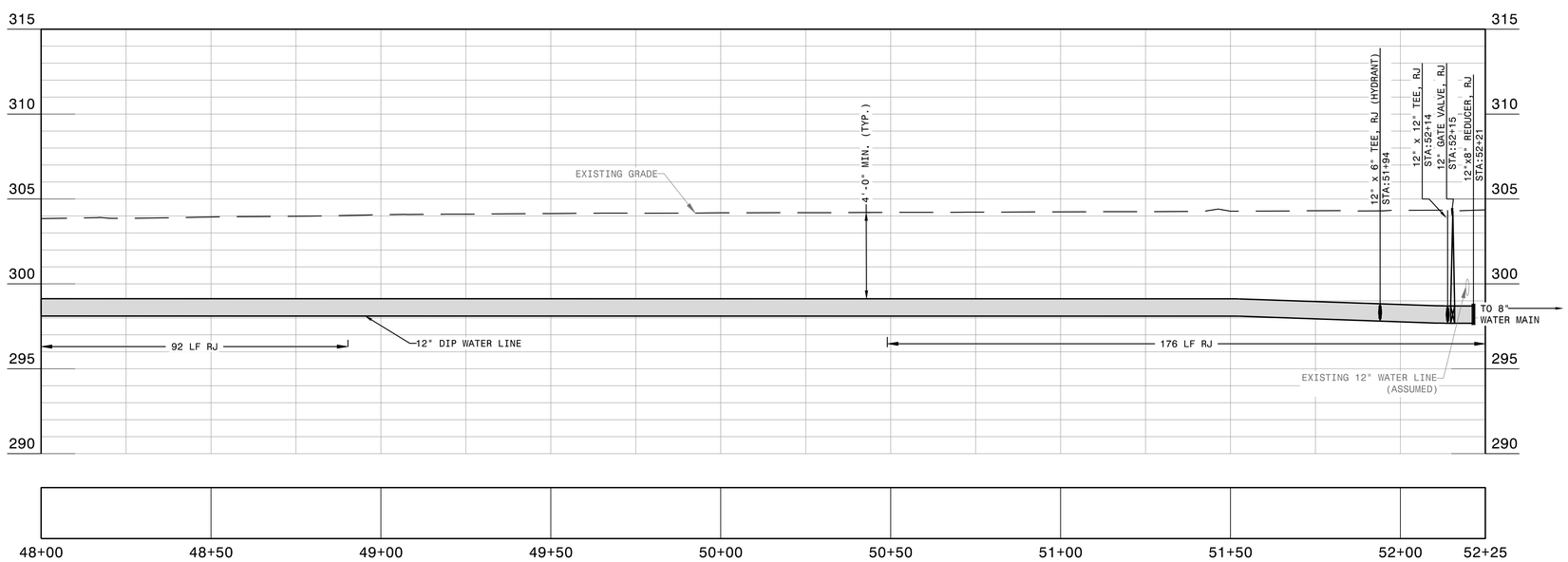


PLAN VIEW "RIVER DR." (STA: 48+00-53+50)
1"=20'



PROFILE VIEW "RIVER DR." (STA: 48+00-52+39)
SCALE: VERT - 1"=4' HORIZ. - 1"=20'

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JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
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RIVER DR. (STA: 48+00-53+50)

DRAWING NUMBER
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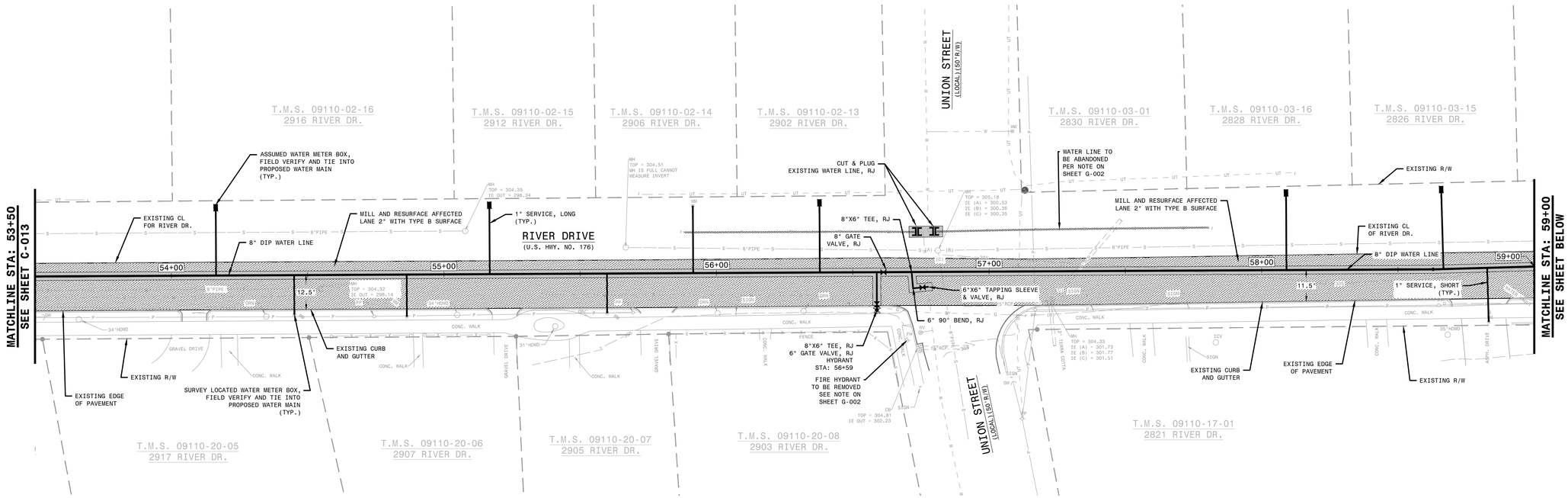
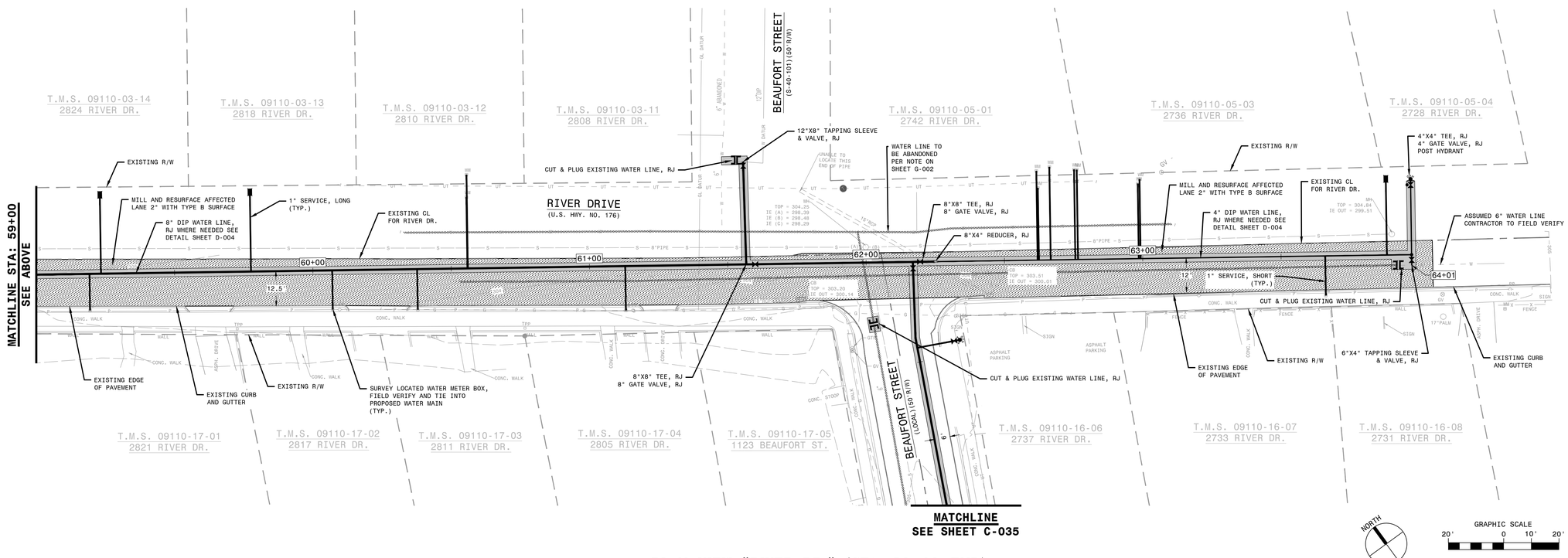


PLAN VIEW "RIVER DR." (STA: 53+50–59+00)
1"=20'



PLAN VIEW "RIVER DR." (STA: 59+00–END)
1"=20'

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JOB NO. 316043006

SCALE: AS SHOWN

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CIP# WM5923
FOR
CITY OF COLUMBIA

RIVER DR. (STA: 53+50-END)

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C-014
16 OF 41

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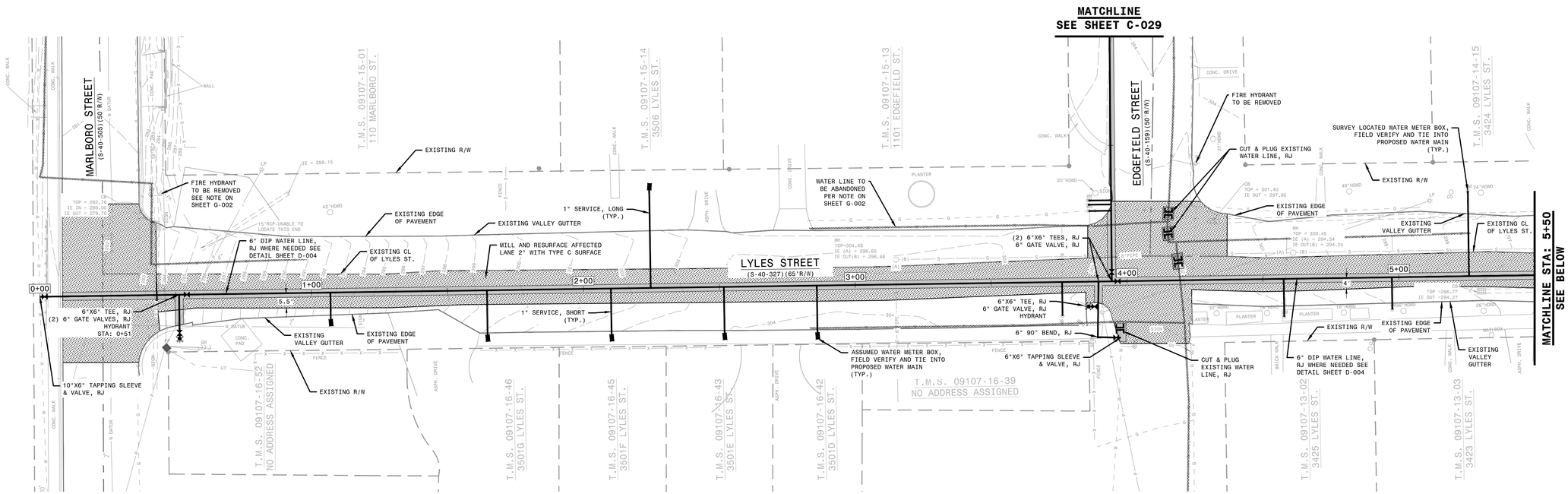
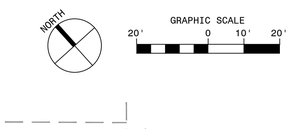
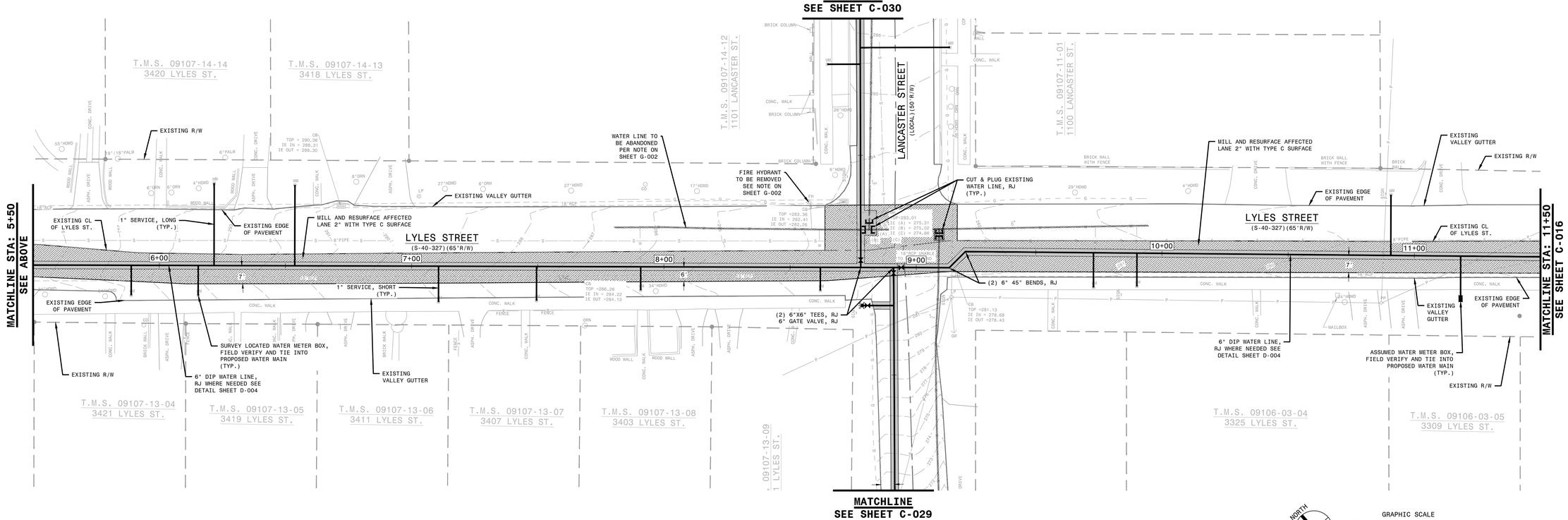
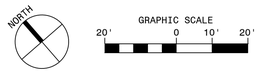


PLAN VIEW "LYLES ST./COLUMBIA AVE." (STA: 0+00-5+50)
1"=20'





PLAN VIEW "LYLES ST./COLUMBIA AVE." (STA: 5+50-11+50)
1"=20'



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SOUTH CAROLINA
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6-22-18
KEVIN S. STRICKLAND

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1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

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RTC	MTP	KFS

DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

LYLES ST./COLUMBIA AVE. (STA: 0-00-11+50)

DRAWING NUMBER
C-015

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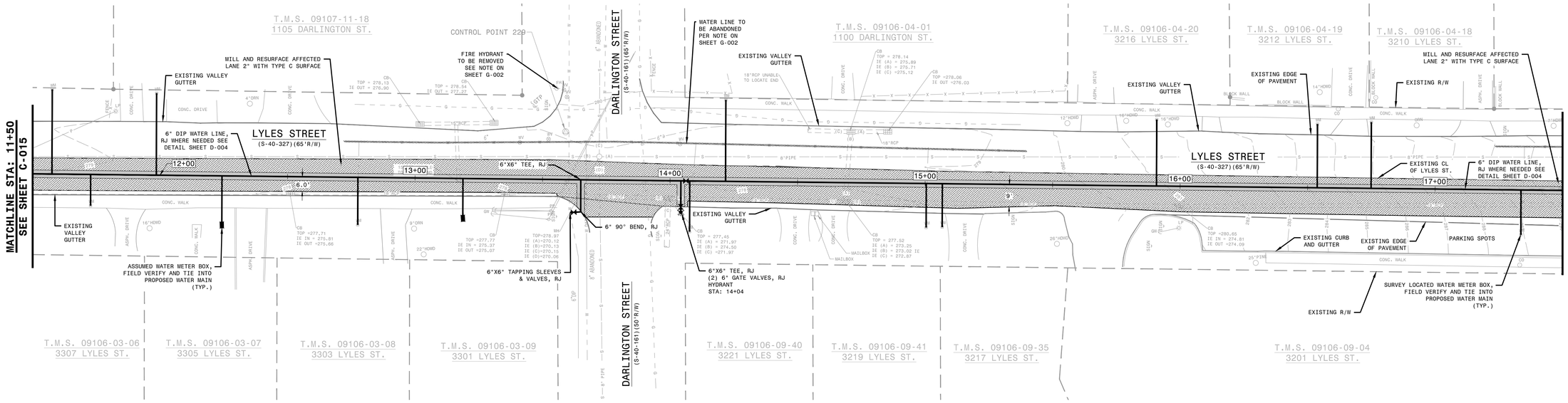
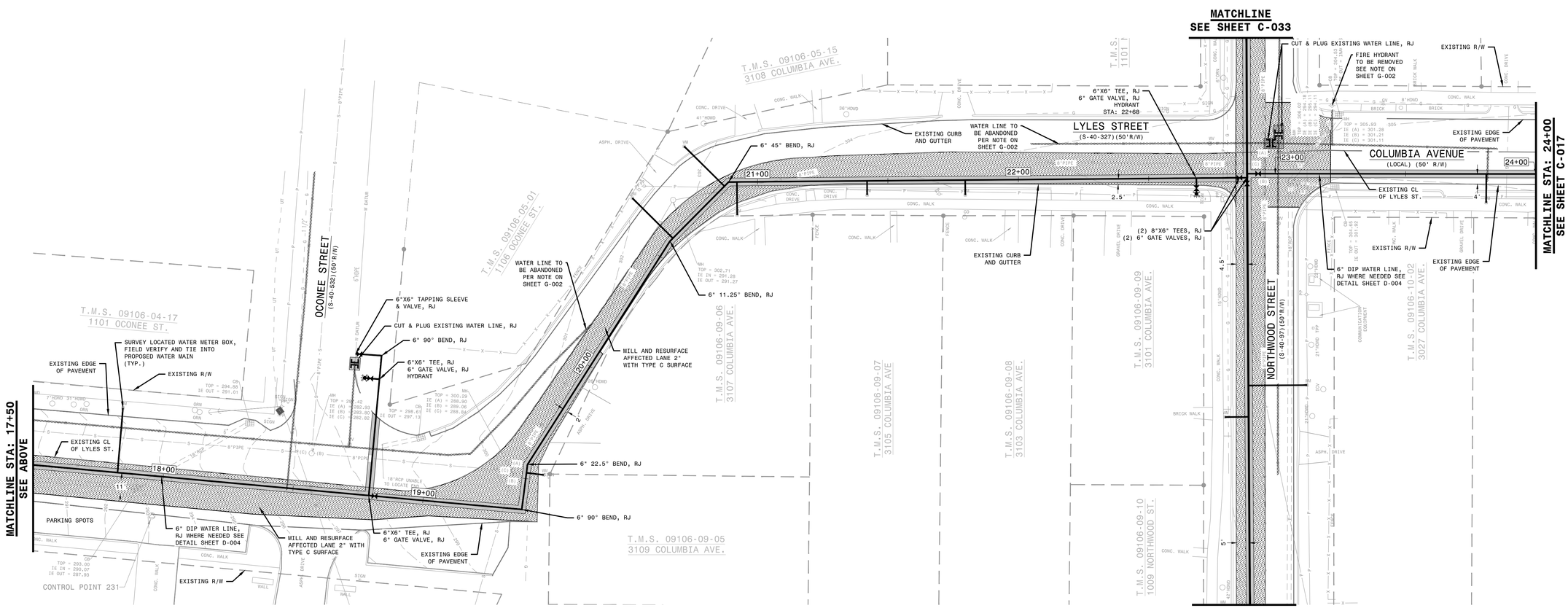


PLAN VIEW "LYLES ST./COLUMBIA AVE." (STA: 11+50-17+50)
1"=20'

NORTH

GRAPHIC SCALE
20' 0 10' 20'



PLAN VIEW "LYLES ST./COLUMBIA AVE." (STA: 17+50-24+00)
1"=20'

NORTH

GRAPHIC SCALE
20' 0 10' 20'

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RTC	MTP	KFS

DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
CITY OF COLUMBIA

LYLES ST./COLUMBIA AVE. (STA: 11+50-24+00)

DRAWING NUMBER
C-016

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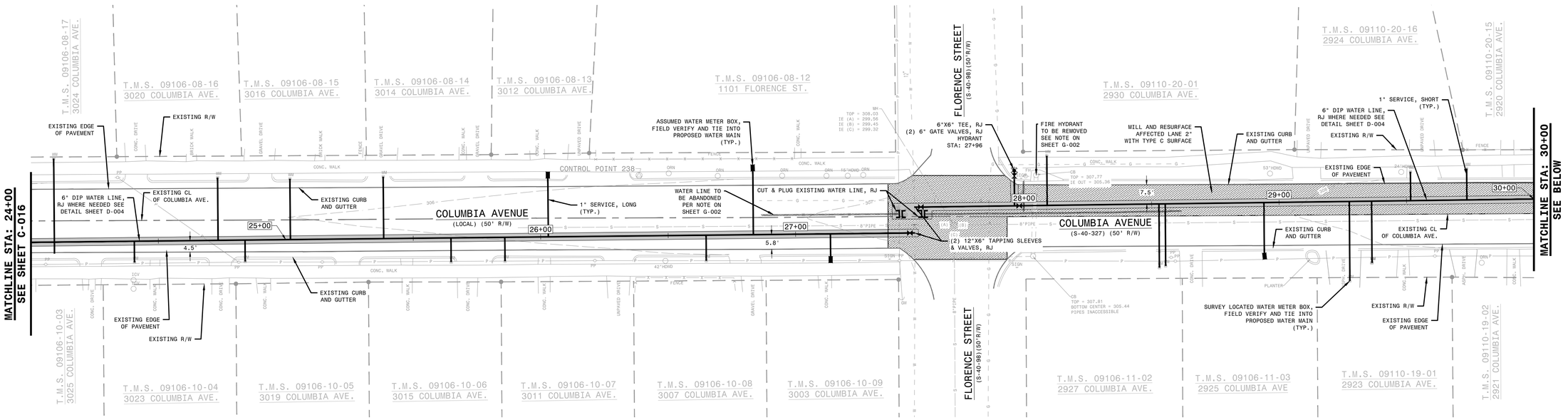
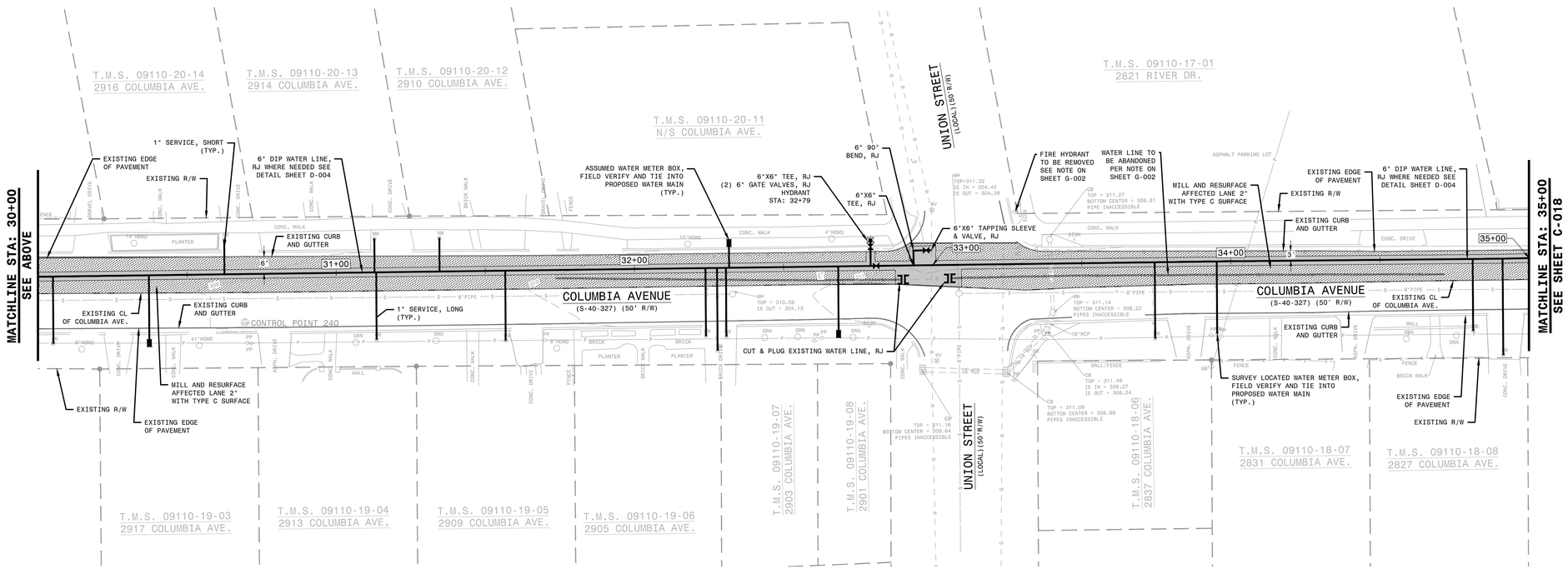


PLAN VIEW "LYLES ST./COLUMBIA AVE." (STA: 24+00-30+00)
1"=20'



PLAN VIEW "LYLES ST./COLUMBIA AVE." (STA: 30+00-35+00)
1"=20'

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RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
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FOR
CITY OF COLUMBIA

LYLES ST./COLUMBIA AVE. (STA: 24+00-35+00)

DRAWING NUMBER
C-017

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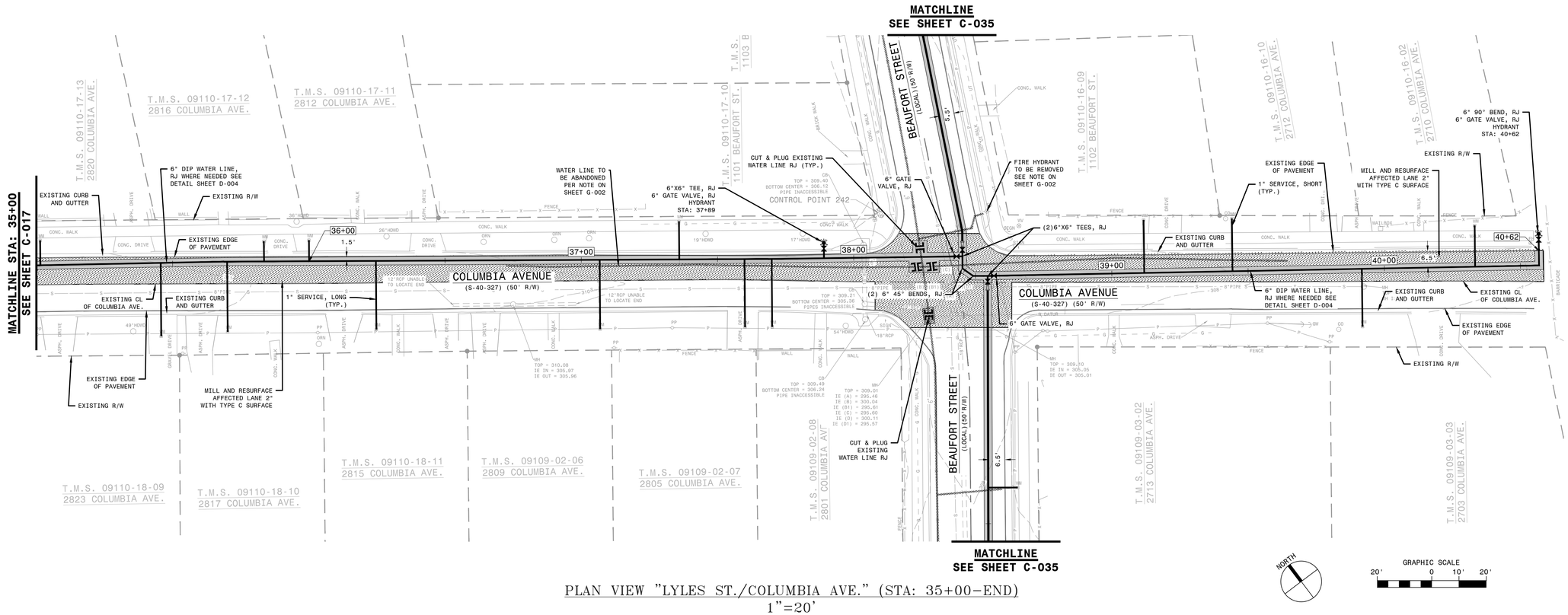
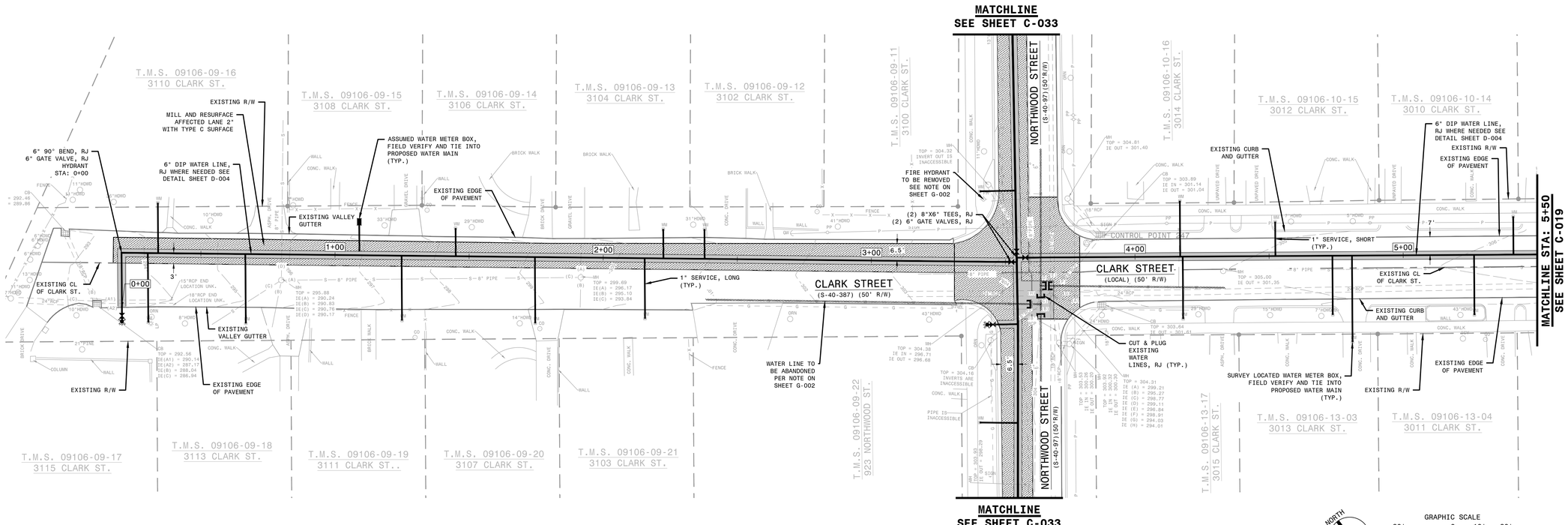


PLAN VIEW "LYLES ST./COLUMBIA AVE." (STA: 35+00-END)
1"=20'



PLAN VIEW "CLARK ST." (STA: 0+00-5+50)
1"=20'

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DATE: MARCH 2018

JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM8923
FOR
CITY OF COLUMBIA

LYLES ST./COLUMBIA AVE. (STA: 75+00-END)/CLARK ST. (STA: 0+00-5+50)

DRAWING NUMBER

C-018

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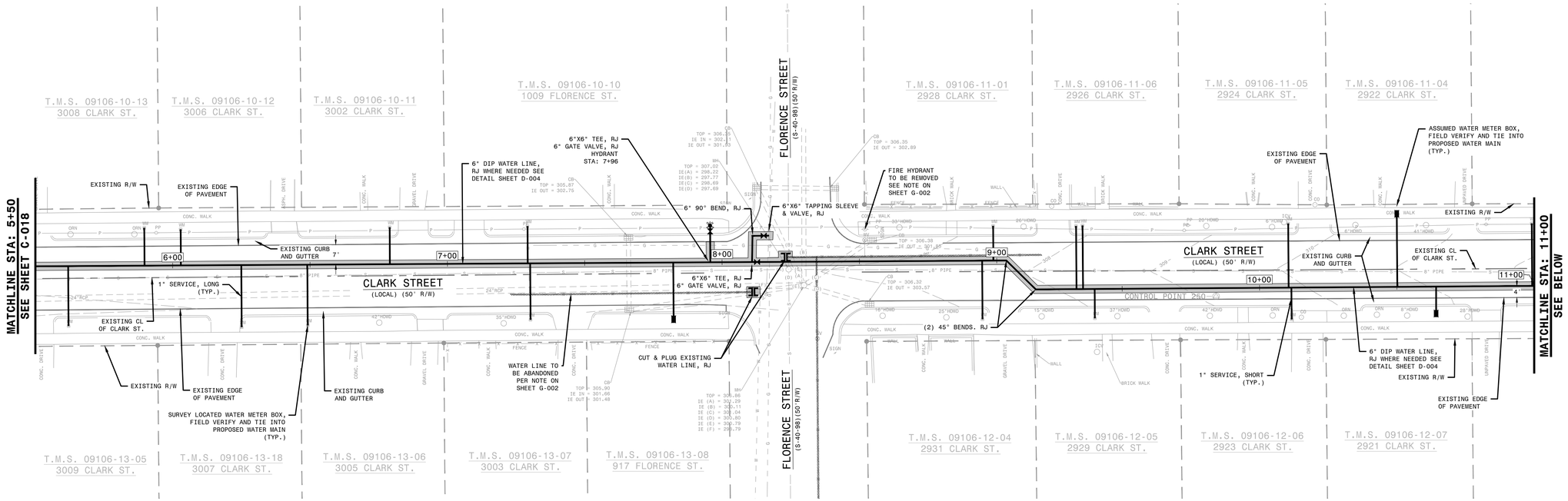
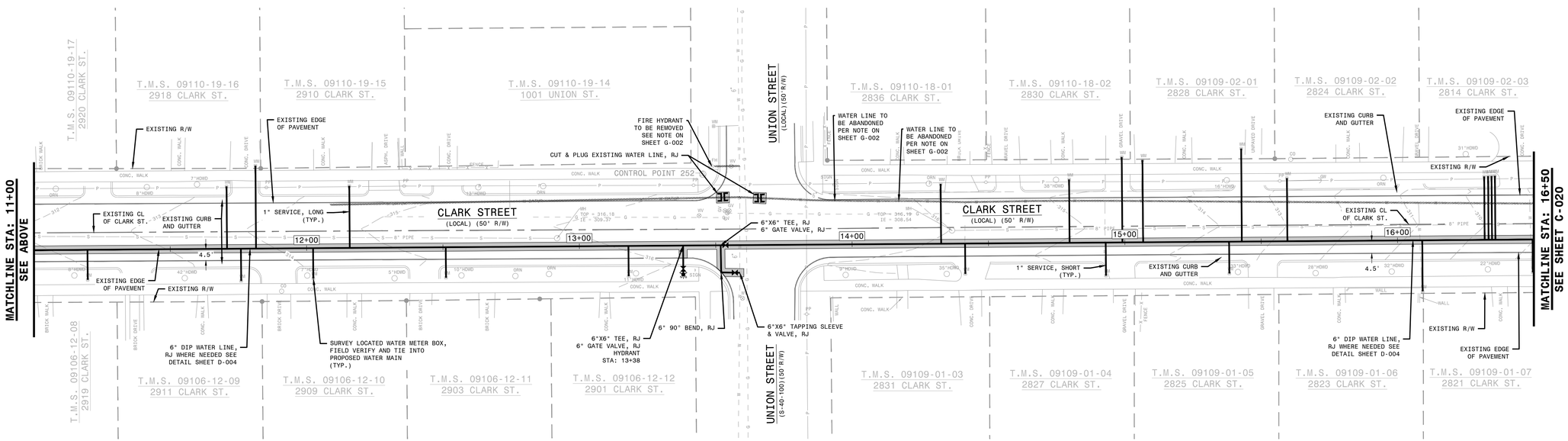


PLAN VIEW "CLARK ST." (STA: 5+50–11+00)
1"=20'



PLAN VIEW "CLARK ST." (STA: 11+00–16+50)
1"=20'

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DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM3923
FOR
CITY OF COLUMBIA

CLARK ST. (STA: 5+50-16+50)

DRAWING NUMBER

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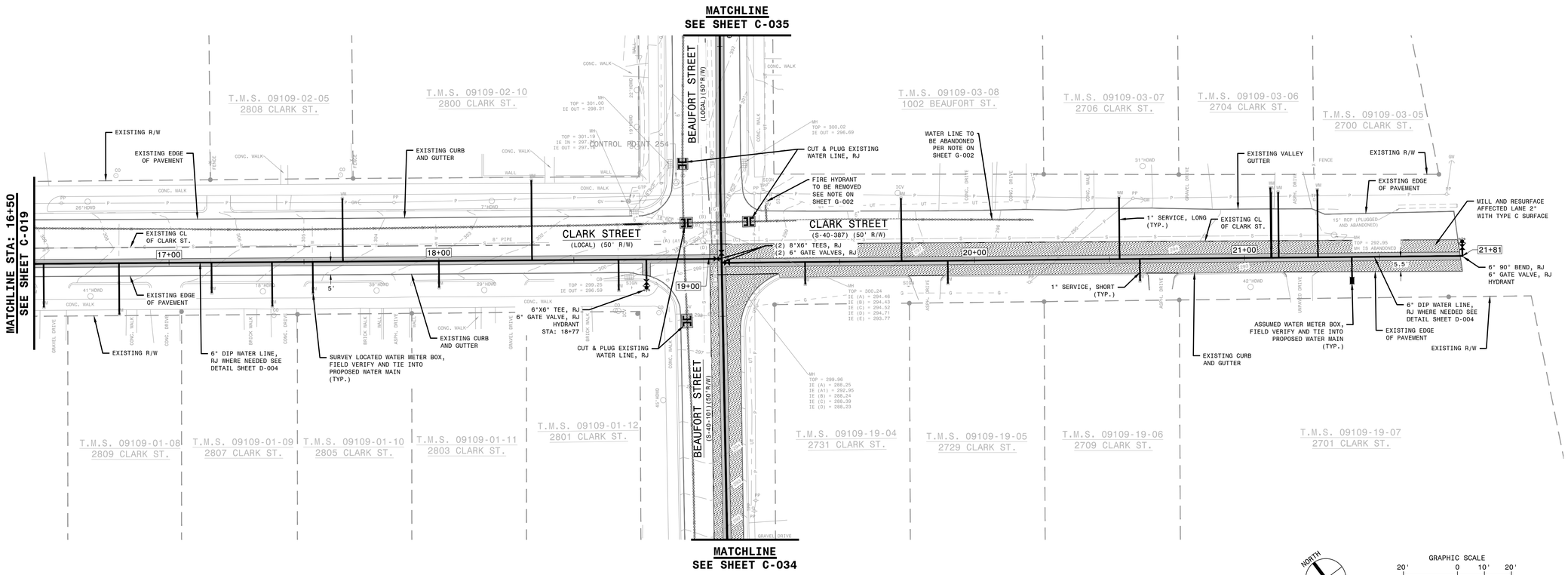
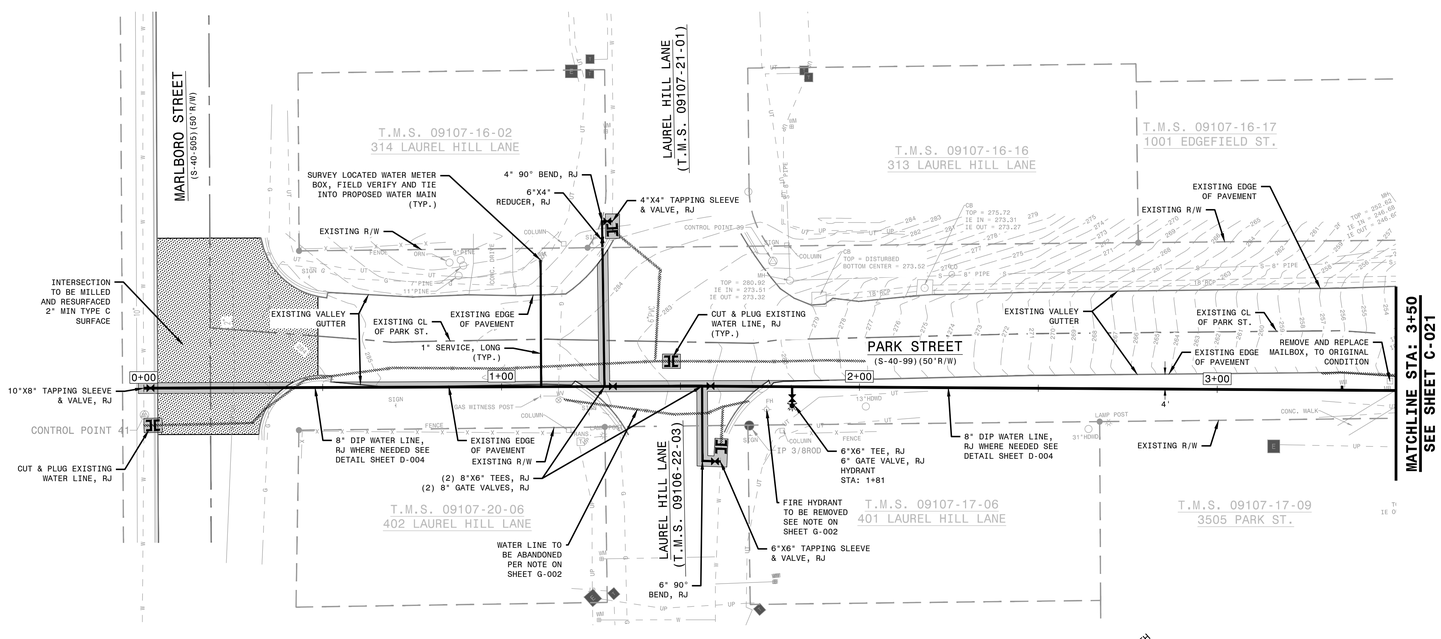


PLAN VIEW "CLARK ST." (STA: 16+50-END)
1"=20'

NORTH

GRAPHIC SCALE
20' 0 10' 20'



PLAN VIEW "PARK ST." (STA: 0+00-3+50)
1"=20'

NORTH

GRAPHIC SCALE
20' 0 10' 20'

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC
1219 Assembly St. Suite 300
Columbia, SC 29201

SOUTH CAROLINA
HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS OF SC
No. C00194
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 15573
6-22-18
KEVIN F. STRICKLAND

HUSSEY GAY BELL
Established 1958
1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

CLARK ST. (STA: 16+50-END)/PARK ST. (STA: 0+00-3+50)

DRAWING NUMBER
C-020

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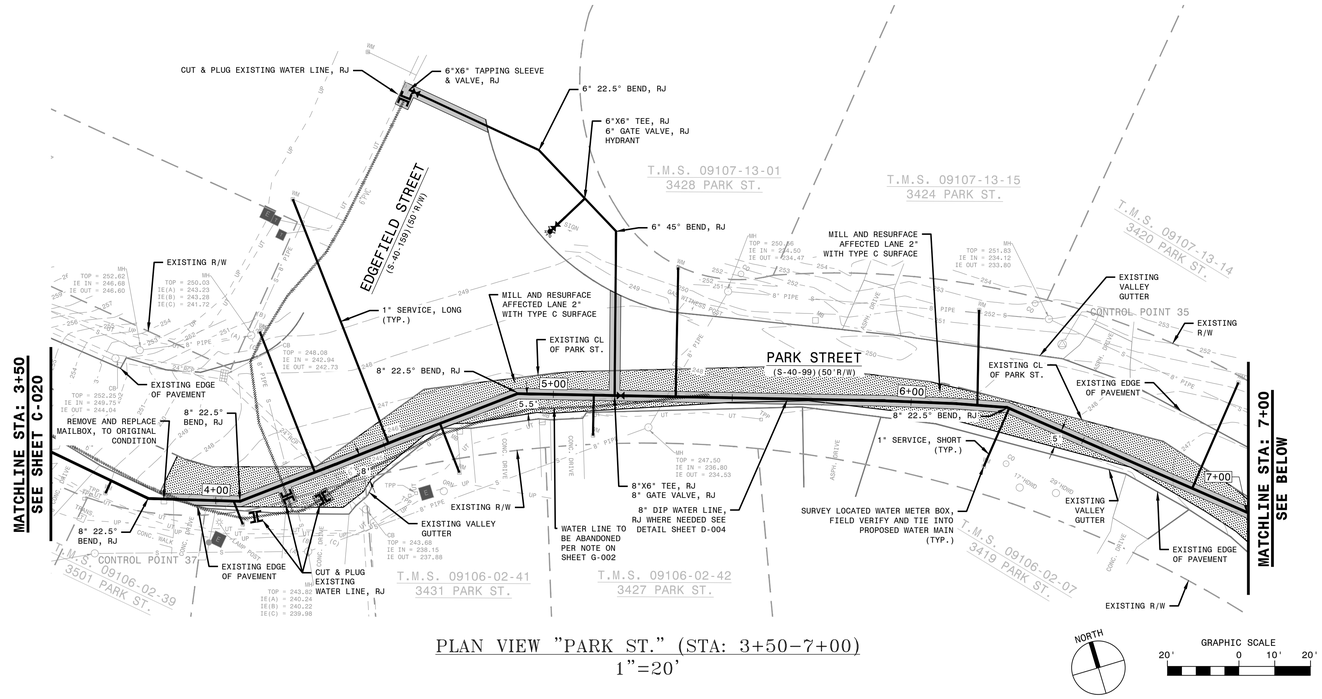
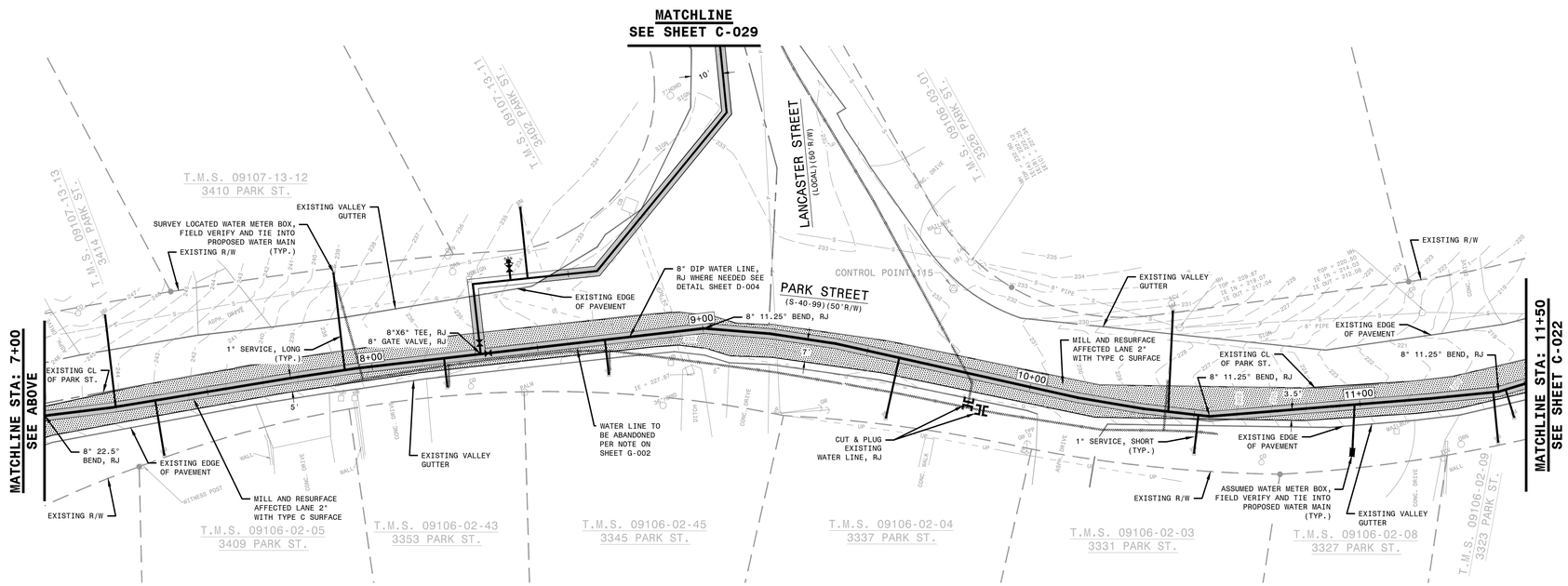


PLAN VIEW "PARK ST." (STA: 3+50-7+00)
1"=20'



PLAN VIEW "PARK ST." (STA: 7+00-11+50)
1"=20'

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Columbia, SC 29201

SOUTH CAROLINA
HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS OF SC
No. C00194
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 15573
6-22-18
KEVIN F. STRICKLAND

HUSSEY GAY BELL
Established 1958
1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA
PARK ST. (STA: 3+50-11+50)

DRAWING NUMBER
C-021
23 OF 41

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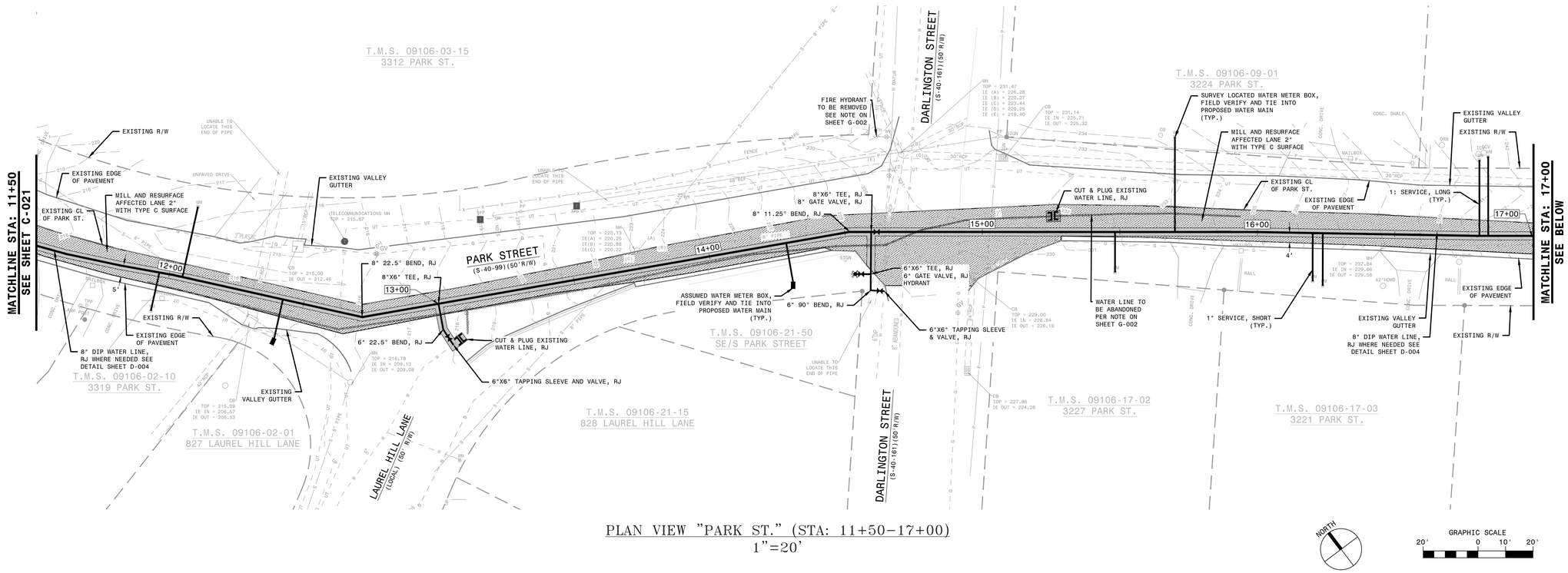
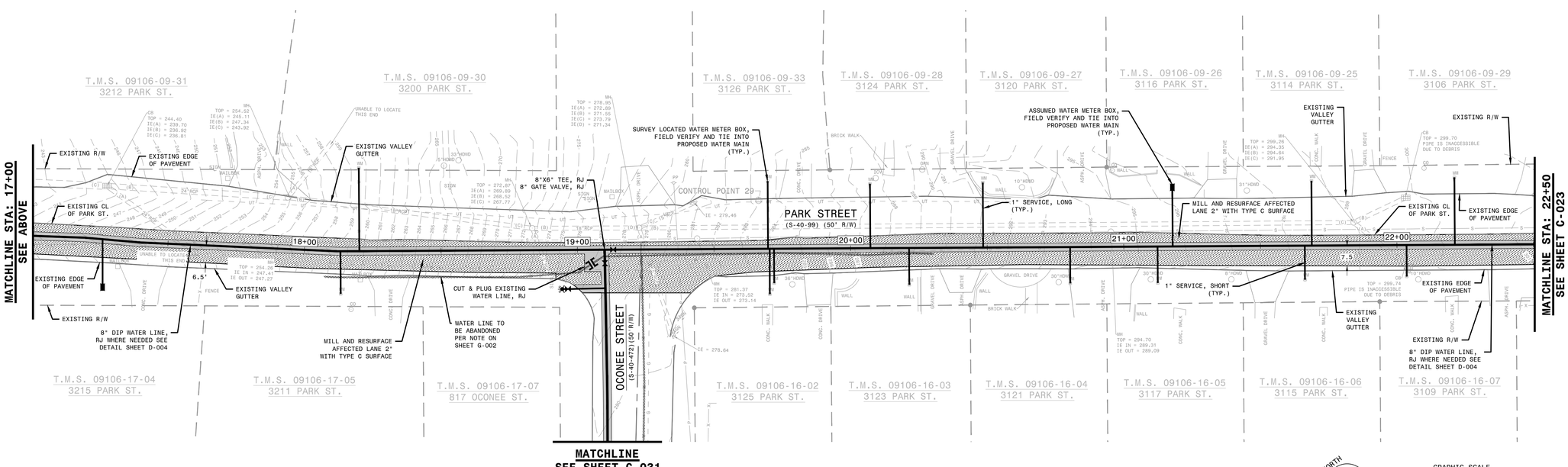


PLAN VIEW "PARK ST." (STA: 11+50-17+00)
1"=20'



MATCHLINE
SEE SHEET C-031

PLAN VIEW "PARK ST." (STA: 17+00-22+50)
1"=20'

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No. C00194
CERTIFICATE OF AUTHORIZATION

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PROFESSIONAL ENGINEER
No. 15573
6-22-18
KEVIN F. STRICKLAND

HUSSEY GAY BELL

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REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP # WM9923
FOR
CITY OF COLUMBIA

PARK ST. (STA: 11+50-22+50)

DRAWING NUMBER

C-022

24 OF 41

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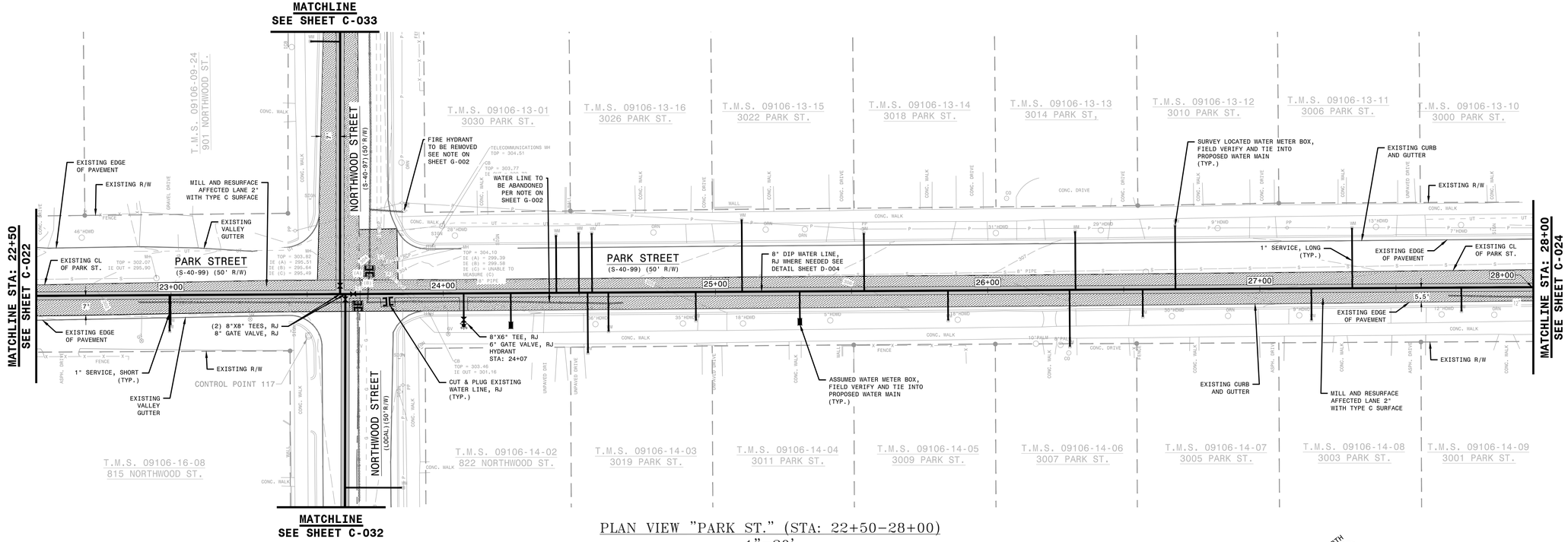

PLAN VIEW "PARK ST." (STA: 22+50-28+00)
1"=20'

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No. C00194
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
REGISTERED
No. 15573
6-22-18
KEVIN F. STRICKLAND
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REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018
JOB NO. 316043006
SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
CITY OF COLUMBIA

PARK ST. (STA: 22+50-28+00)

DRAWING NUMBER
C-023
25 OF 41

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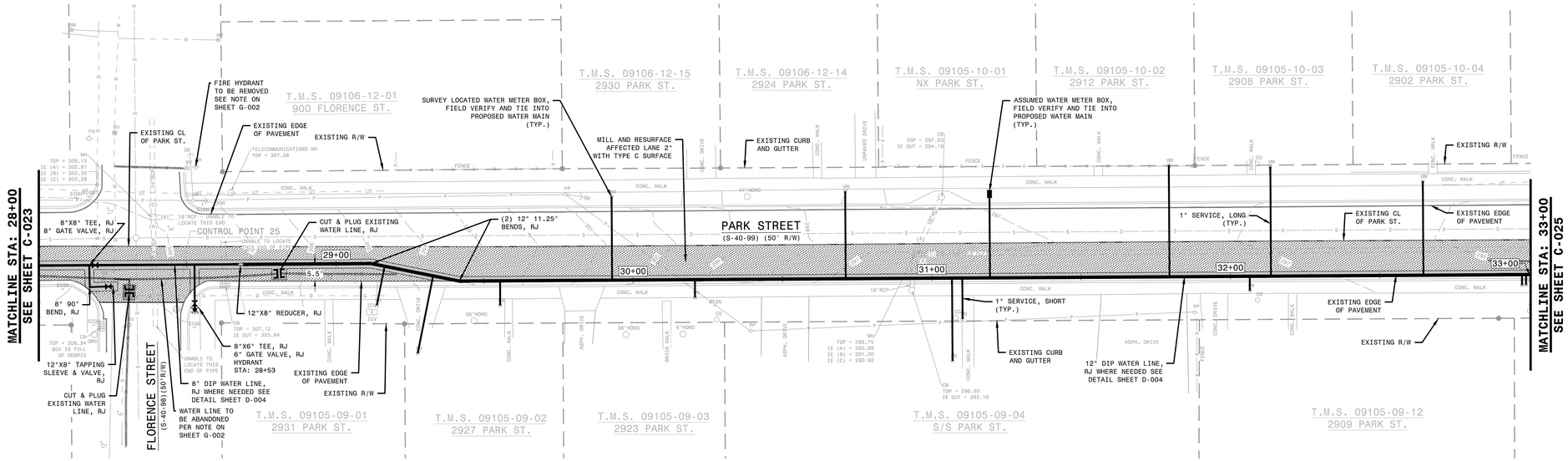
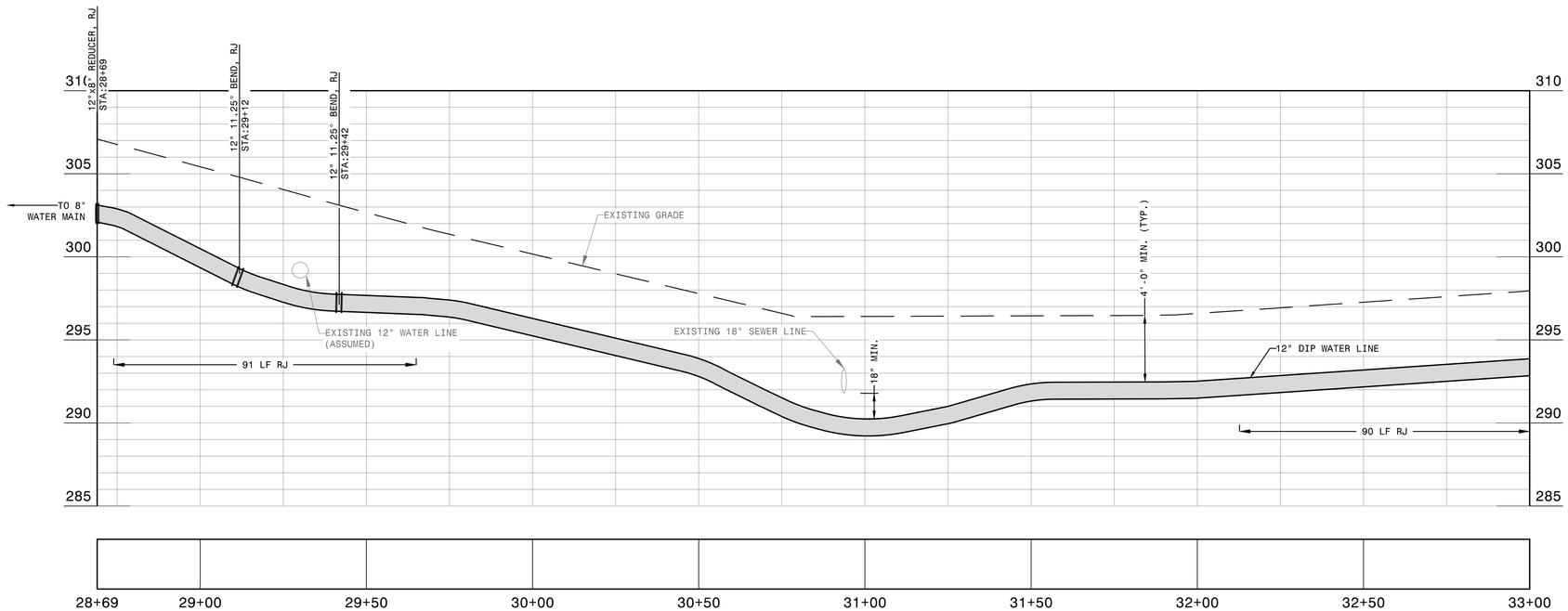


PLAN VIEW "PARK ST." (STA: 28+00-33+00)
1"=20'



PROFILE VIEW "PARK ST.": 28+69-33+00
SCALE: VERT - 1"=4' HORIZ. - 1"=20'

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6-22-18
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REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018
JOB NO. 316043006
SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA
PARK ST. (STA: 28+00-33+00)

DRAWING NUMBER
C-024
26 OF 41

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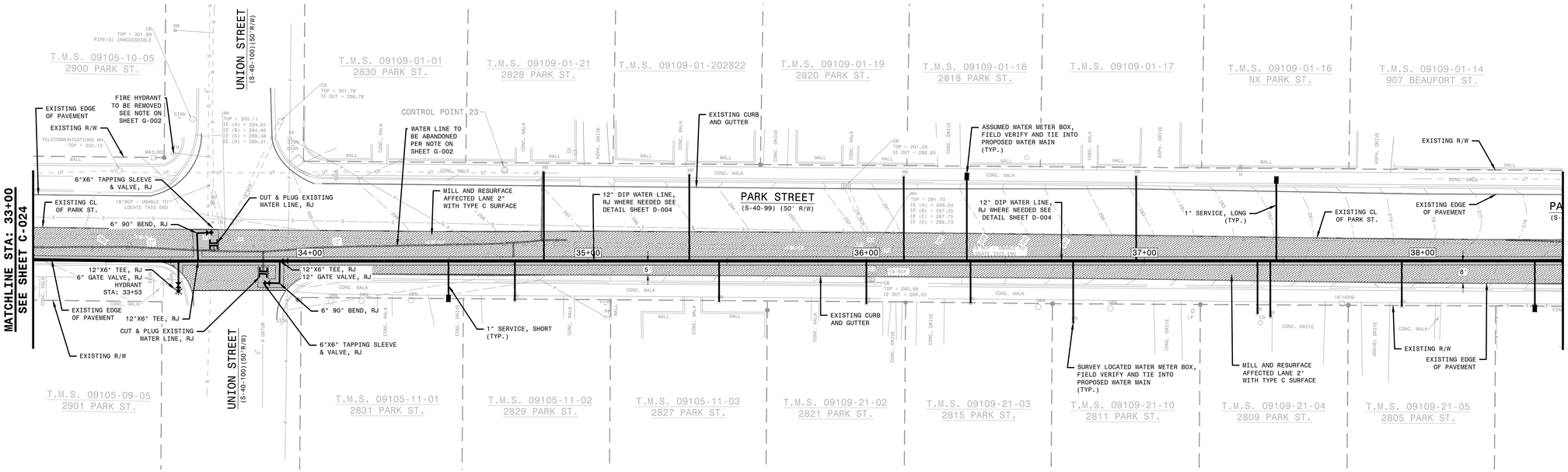
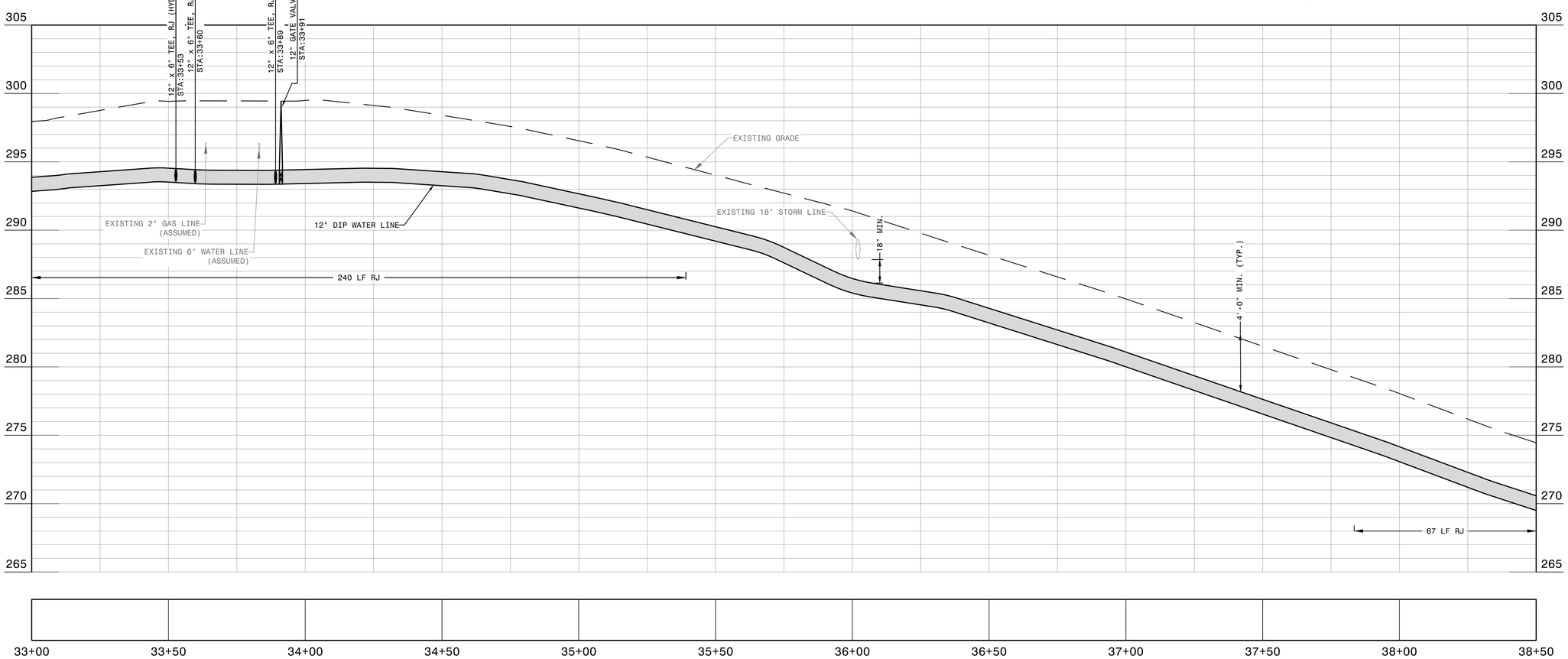


PLAN VIEW "PARK ST." (STA: 33+00-38+50)
1"=20'



PROFILE VIEW "PARK ST.": 33+00-38+50
SCALE: VERT - 1"=4' HORIZ. - 1"=20'

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No. 15573
6-22-18
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DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018
JOB NO. 316043006
SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA
PARK ST. (STA: 33+00-38+50)

DRAWING NUMBER
C-025
27 OF 41

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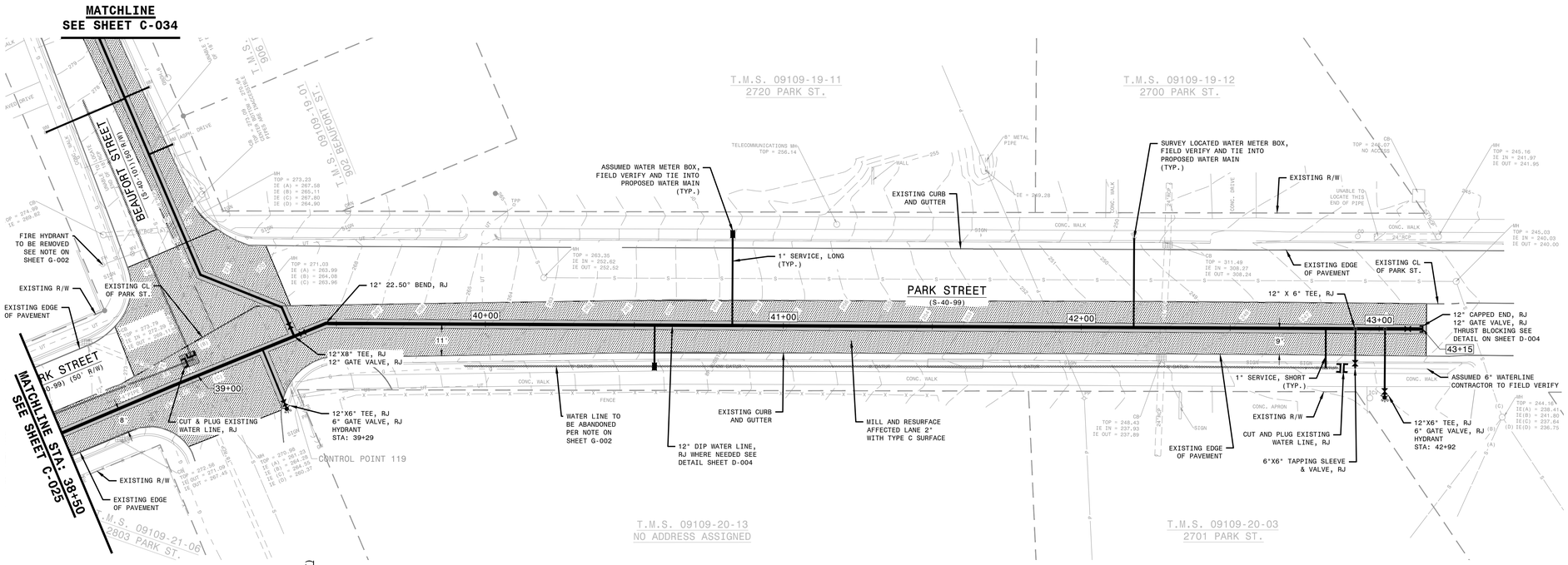
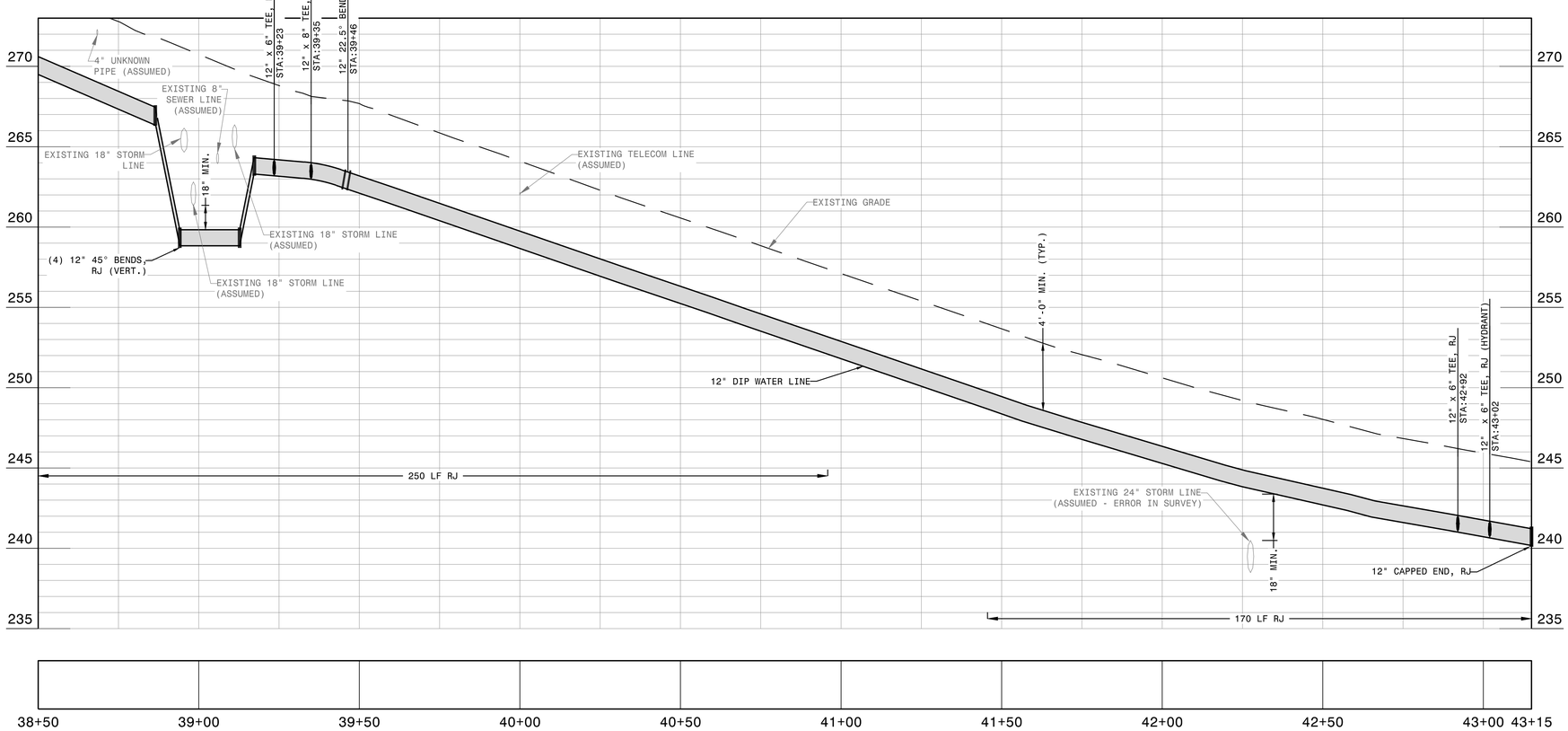


PLAN VIEW "PARK" (STA: 38+50-END)
1"=20'

NORTH

GRAPHIC SCALE
20' 0 10' 20'



PROFILE VIEW "PARK ST.": 38+50-43+15
SCALE: VERT - 1"=4' HORIZ. - 1"=20'

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CONSULTING ENGINEERS OF SC
No. C00194
CERTIFICATE OF AUTHORIZATION

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PROFESSIONAL ENGINEER
No. 15573
6-22-18
KEVIN F. STRICKLAND

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RTC	MTP	KFS

DATE: MARCH 2018

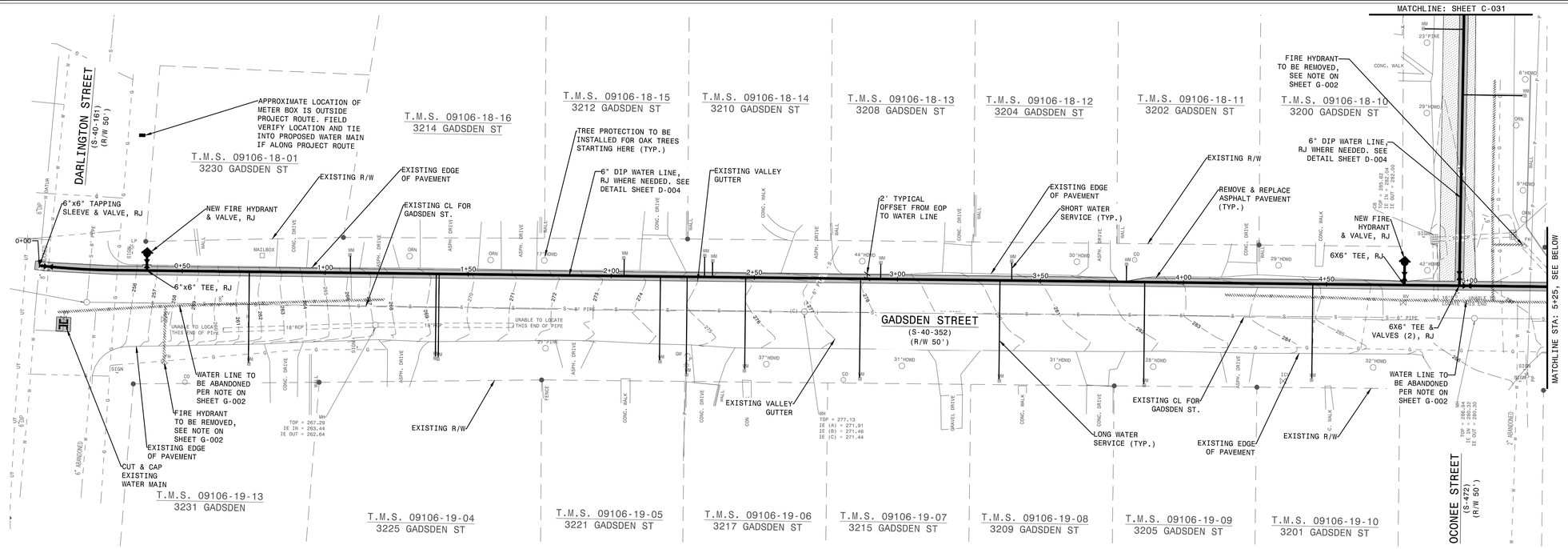
JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
CITY OF COLUMBIA

PARK ST. (STA: 38+50-END)

DRAWING NUMBER
C-026



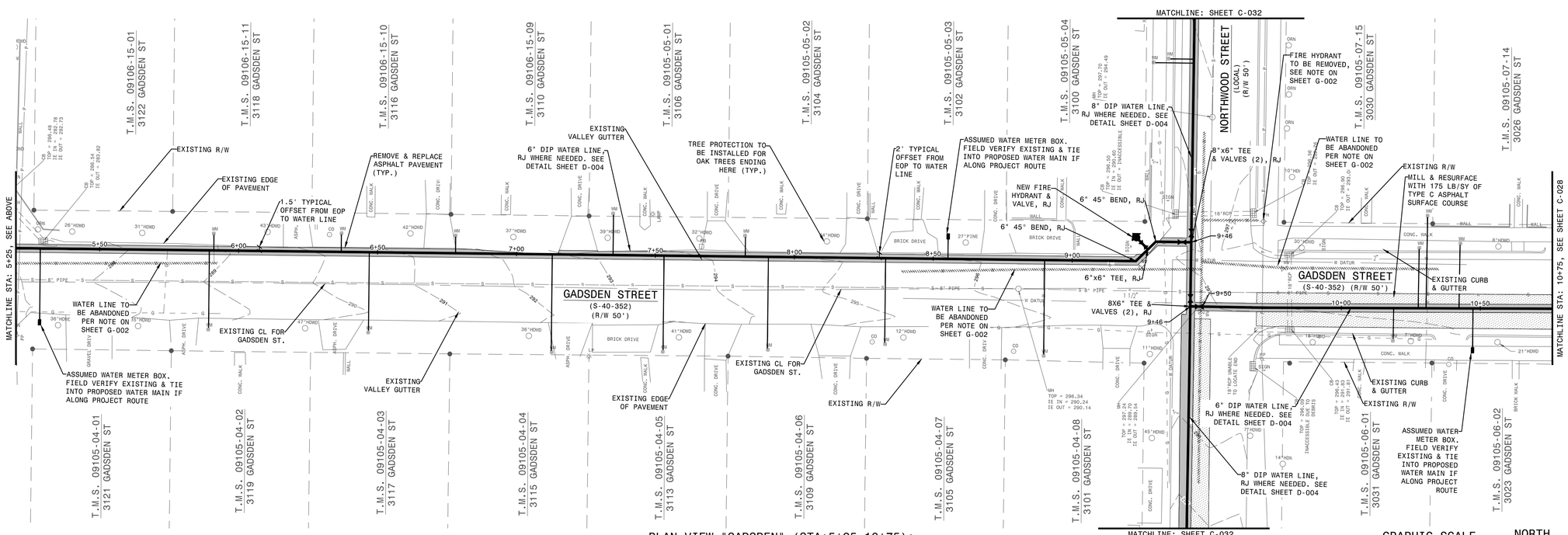
PLAN VIEW "GADSDEN" (STA:0+00-5+25):
SCALE: 1"=20'

NOTES:

1. PROPOSED WATER LINES CROSS EXISTING UTILITIES THROUGHOUT THE PROJECT AREA. FIELD VERIFY EXISTING UTILITY CROSSINGS AND ADJUST ELEVATION OF PROPOSED WATER LINE AS NEEDED, PROVIDING VERTICAL RESTRAINED JOINT BENDS AND PIPING AS REQUIRED.
2. EXISTING FIRE HYDRANTS ON WATER LINES THAT ARE TO BE ABANDONED ARE TO BE ABANDONED AND REMOVED ONCE NEW FIRE HYDRANTS ARE TESTED AND OPERATIONAL. EXISTING FIRE HYDRANTS ARE TO REMAIN IN OPERATION DURING CONSTRUCTION.
3. CUT ALL ABANDONED WATER MAINS 6" & LARGER FILL WITH FLOWABLE FILL AND CAP. REMOVE VALVE BOX AND FILL WITH CONCRETE.
4. CUT AND CAP ALL ABANDONED WATER MAINS SMALLER THAN 6" DIAMETER. REMOVE VALVE BOX AND FILL WITH CONCRETE
5. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL WATER METERS AND TIE IN TO NEW WATER MAIN.
6. ALL INLETS WILL RECEIVE APPROVED INLET PROTECTION AS THE PHASED ACTIVITIES PROGRESS.
7. EXISTING WM SIZES SHOWN ARE ASSUMED. CONTRACTOR SHALL FIELD VERIFY BEFORE STARTING CONSTRUCTION.
8. FOR ALL FIRE HYDRANTS BEING ABANDONED, FILL HYDRANT LEAD WITH FLOWABLE FILL AND CAP AND REMOVE VALVE BOX AND FILL WITH CONCRETE. CONTRACTOR IS RESPONSIBLE FOR PROPER DISPOSAL OF FIRE HYDRANT ASSEMBLY.
9. CONTRACTOR TO CONSULT WITH CITY OF COLUMBIA FORESTRY AND BEAUTIFICATION REGARDING PROPER TREE PROTECTION FOR THE HISTORIC OAKS.

GRAPHIC SCALE
20 0 10 20
1 inch = 20 ft.

NORTH



PLAN VIEW "GADSDEN" (STA:5+25-10+75):
SCALE: 1"=20'

GRAPHIC SCALE
20 0 10 20
1 inch = 20 ft.

NORTH

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REVISIONS:

DESIGNED	DRAWN	CHECKED
JPW/FTL	CBB/FTL	JPW

DATE: JUNE 2018

JOB NO. 316043006

SCALE: 1"=20'

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP # WM9923
FOR
CITY OF COLUMBIA
GADSDEN ST. (STA: 0+00-10+75)

DRAWING NUMBER
C-027
29 OF 41

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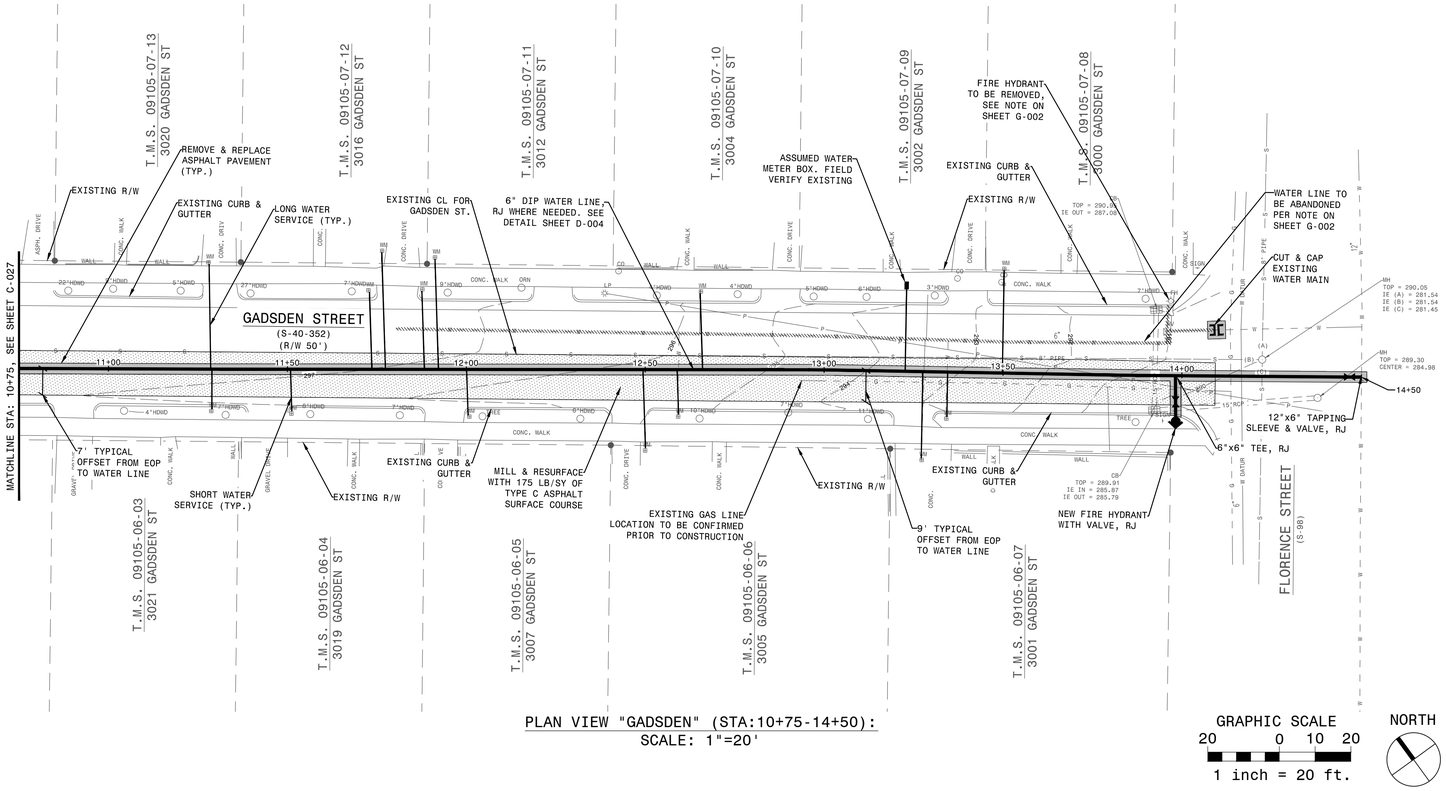
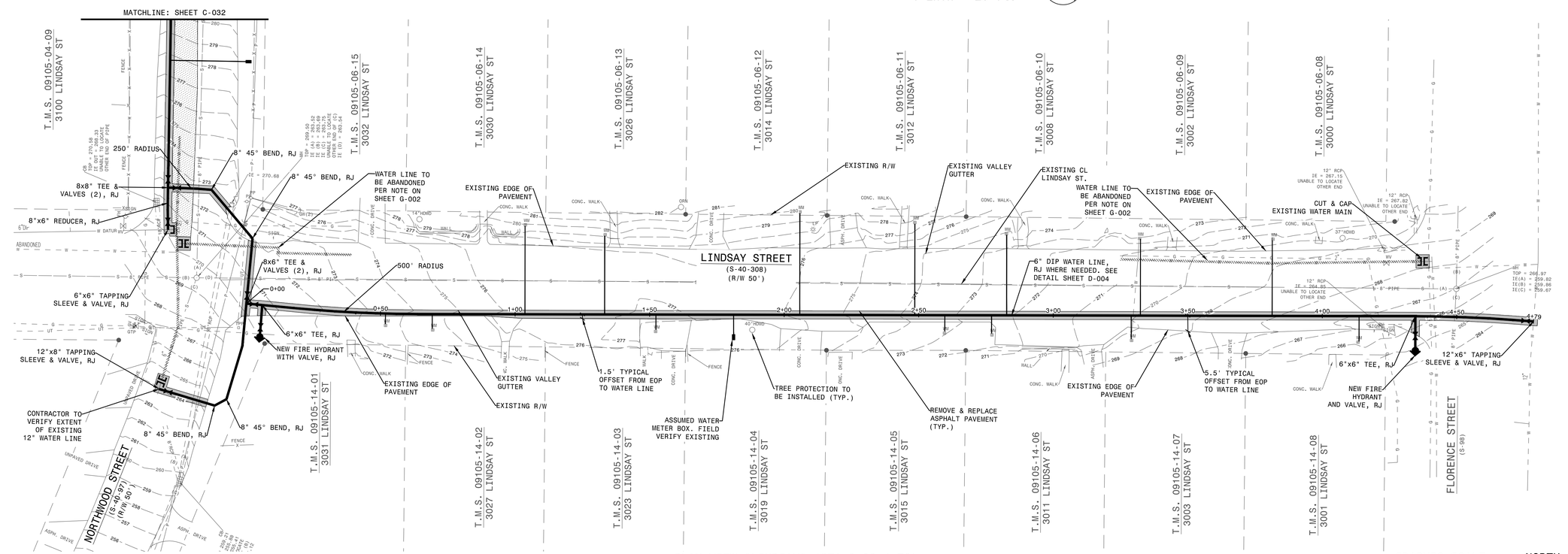


PLAN VIEW "GADSDEN" (STA:10+75-14+50):
SCALE: 1"=20'

GRAPHIC SCALE
20 0 10 20
1 inch = 20 ft.

NORTH



PLAN VIEW "LINDSAY" (STA:0+00-4+79):
SCALE: 1"=20'

GRAPHIC SCALE
20 0 10 20
1 inch = 20 ft.

NORTH

NOTES:

1. PROPOSED WATER LINES CROSS EXISTING UTILITIES THROUGHOUT THE PROJECT AREA. FIELD VERIFY EXISTING UTILITY CROSSINGS AND ADJUST ELEVATION OF PROPOSED WATER LINE AS NEEDED, PROVIDING VERTICAL RESTRAINED JOINT BENDS AND PIPING AS REQUIRED.
2. EXISTING FIRE HYDRANTS ON WATER LINES THAT ARE TO BE ABANDONED ARE TO BE ABANDONED AND REMOVED ONCE NEW FIRE HYDRANTS ARE TESTED AND OPERATIONAL.
   EXISTING FIRE HYDRANTS ARE TO REMAIN IN OPERATION DURING CONSTRUCTION.
3. CUT ALL ABANDONED WATER MAINS 6" & LARGER FILL WITH FLOWABLE FILL AND CAP. REMOVE VALVE BOX AND FILL WITH CONCRETE.
4. CUT AND CAP ALL ABANDONED WATER MAINS SMALLER THAN 6" DIAMETER. REMOVE VALVE BOX AND FILL WITH CONCRETE
5. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL WATER METERS AND TIE IN TO NEW WATER MAIN.
6. ALL INLETS WILL RECEIVE APPROVED INLET PROTECTION AS THE PHASED ACTIVITIES PROGRESS.
7. EXISTING WM SIZES SHOWN ARE ASSUMED. CONTRACTOR SHALL FIELD VERIFY BEFORE STARTING CONSTRUCTION.
8. FOR ALL FIRE HYDRANTS BEING ABANDONED, FILL HYDRANT LEAD WITH FLOWABLE FILL AND CAP AND REMOVE VALVE BOX AND FILL WITH CONCRETE. CONTRACTOR IS RESPONSIBLE FOR PROPER DISPOSAL OF FIRE HYDRANT ASSEMBLY.

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4D ENGINEERING LLC NO 4701
CERTIFICATE OF AUTHORIZATION

6-7-18
SOUTH CAROLINA PROFESSIONAL ENGINEER No. 28702
JOHN PAUL WARING

HUSSEY GAY BELL
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REVISIONS:

DESIGNED	DRAWN	CHECKED
JPW/PTL	CBB/PTL	JPW

DATE: JUNE 2018

JOB NO. 316043006

SCALE: 1"=20'

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP # WM9925
FOR
CITY OF COLUMBIA
GADSDEN ST. STA: (10+75-END)
LINDSAY ST. STA: (0+00-END)

DRAWING NUMBER
C-028
30 OF 41

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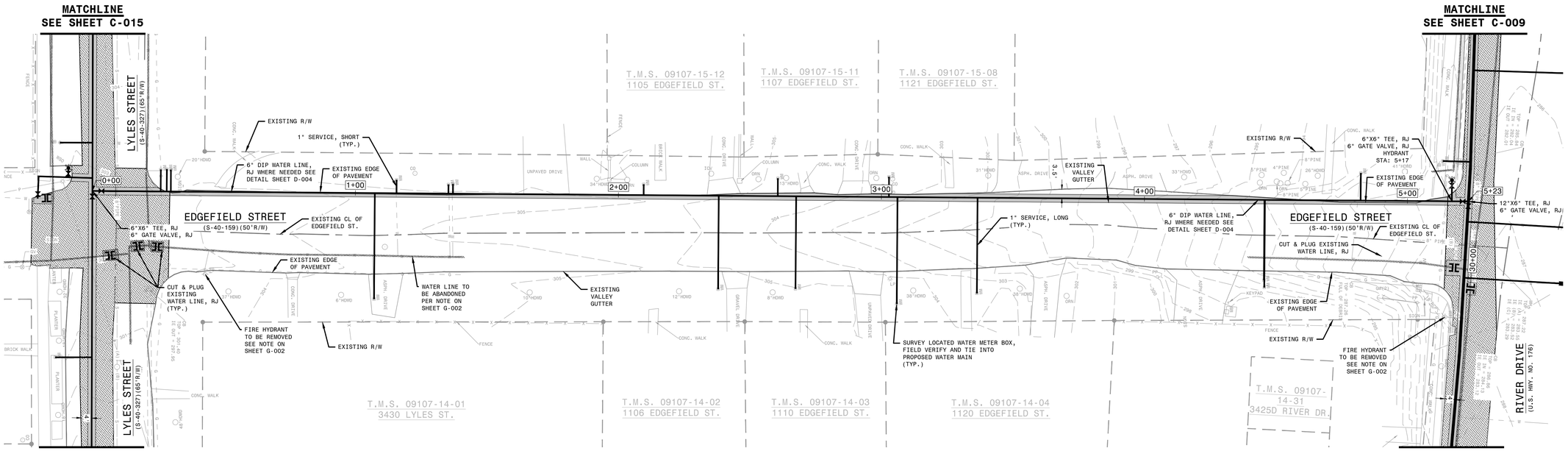
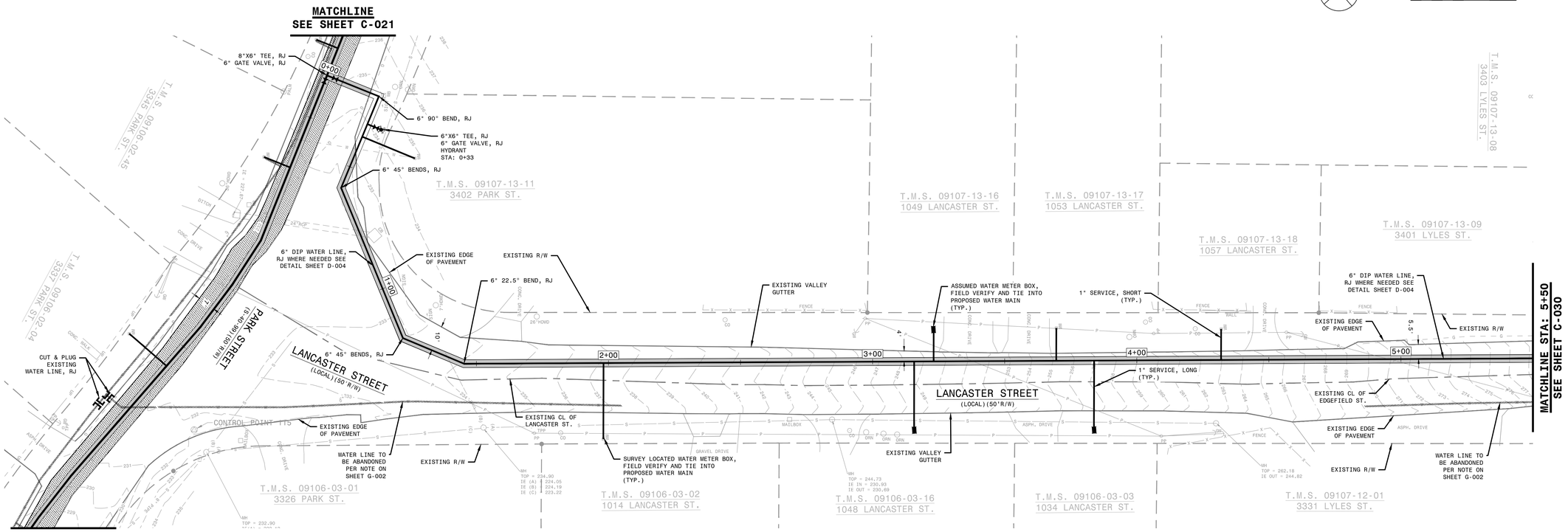


PLAN VIEW "EDGEFIELD ST." (STA: 0+00-END)
1"=20'



PLAN VIEW "LANCASTER ST." (STA: 0+00-5+50)
1"=20'

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Columbia, SC 29201

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HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS OF SC
No. C00194
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 15573
6-22-18
KEVIN F. STRICKLAND

HUSSEY GAY BELL

Established 1958

1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
CITY OF COLUMBIA

EDGEFIELD ST. (STA: 0+00-END)/LANCASTER ST. (STA: 0+00-5+50)

DRAWING NUMBER

C-029

31 OF 41

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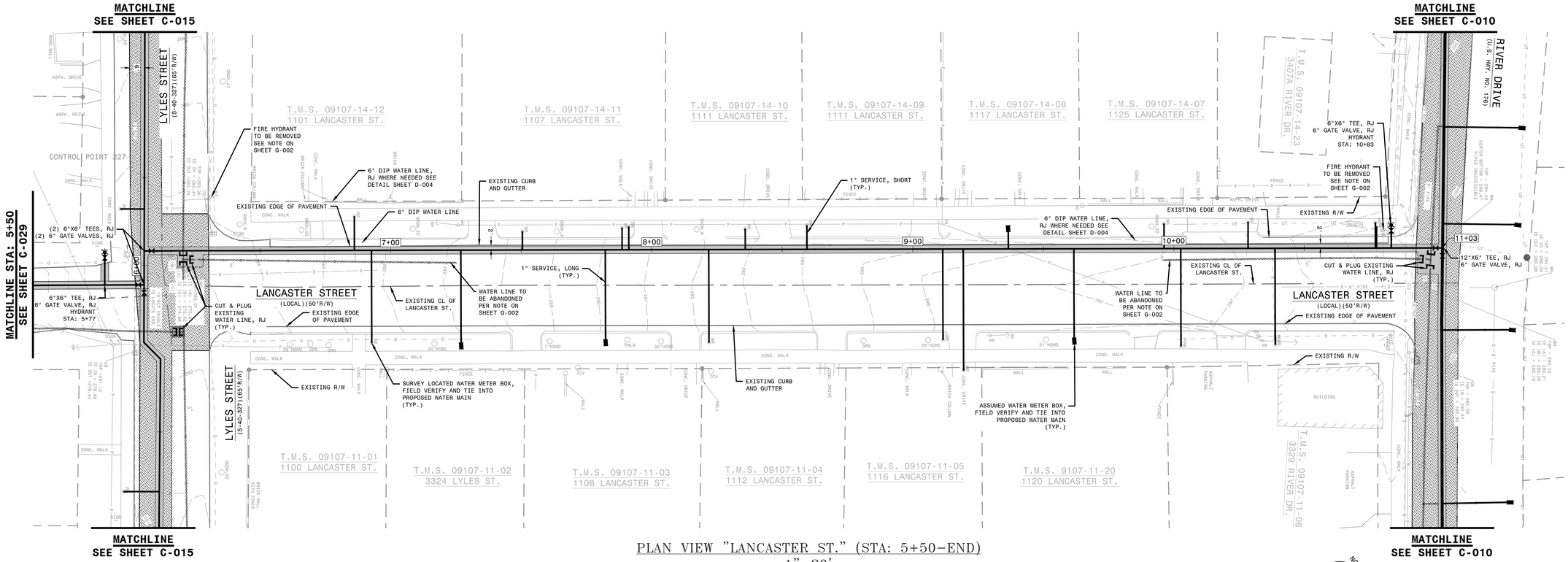
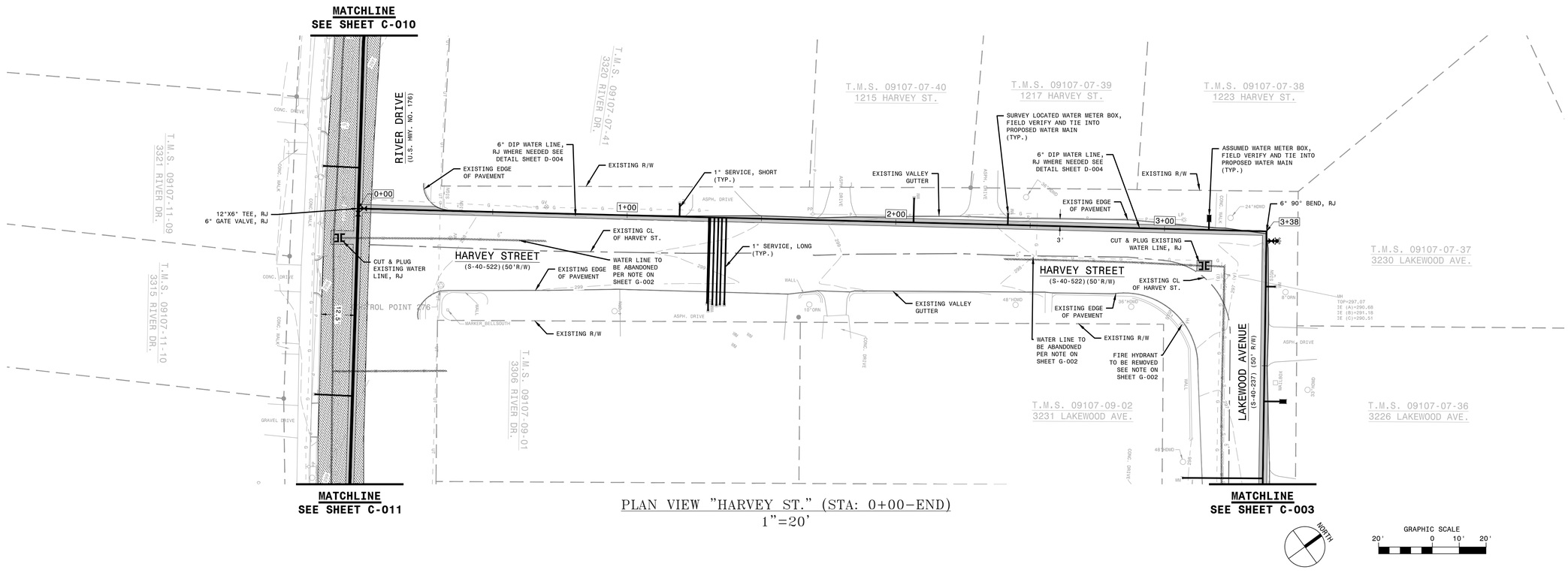


PLAN VIEW "LANCASTER ST." (STA: 5+50–END)
1"=20'



PLAN VIEW "HARVEY ST." (STA: 0+00–END)
1"=20'

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC
1219 Assembly St. Suite 300
Columbia, SC 29201

SOUTH CAROLINA
HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS OF SC
No. C00194
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
REGISTERED
No. 15573
6-22-18
KEVIN F. STRICKLAND
PROFESSIONAL ENGINEER

HUSSEY GAY BELL

Established 1958

1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# W/M5923
FOR
CITY OF COLUMBIA

LANCASTER ST. (STA: 5+50-END)/HARVEY ST. (STA: 0+00-END)

DRAWING NUMBER

C-030

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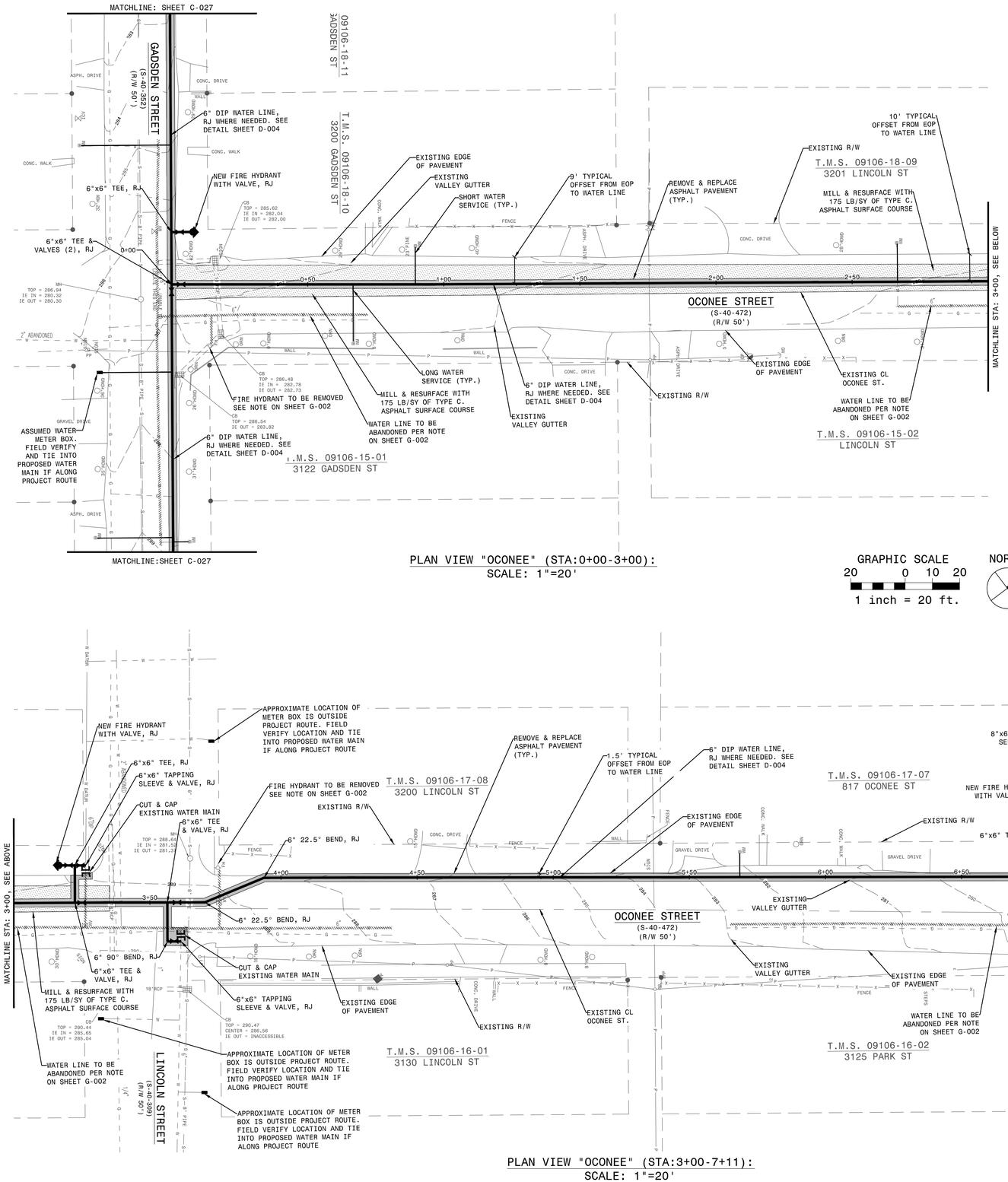
Jun 22, 2018 - 11:44am Printed By:tcarwell



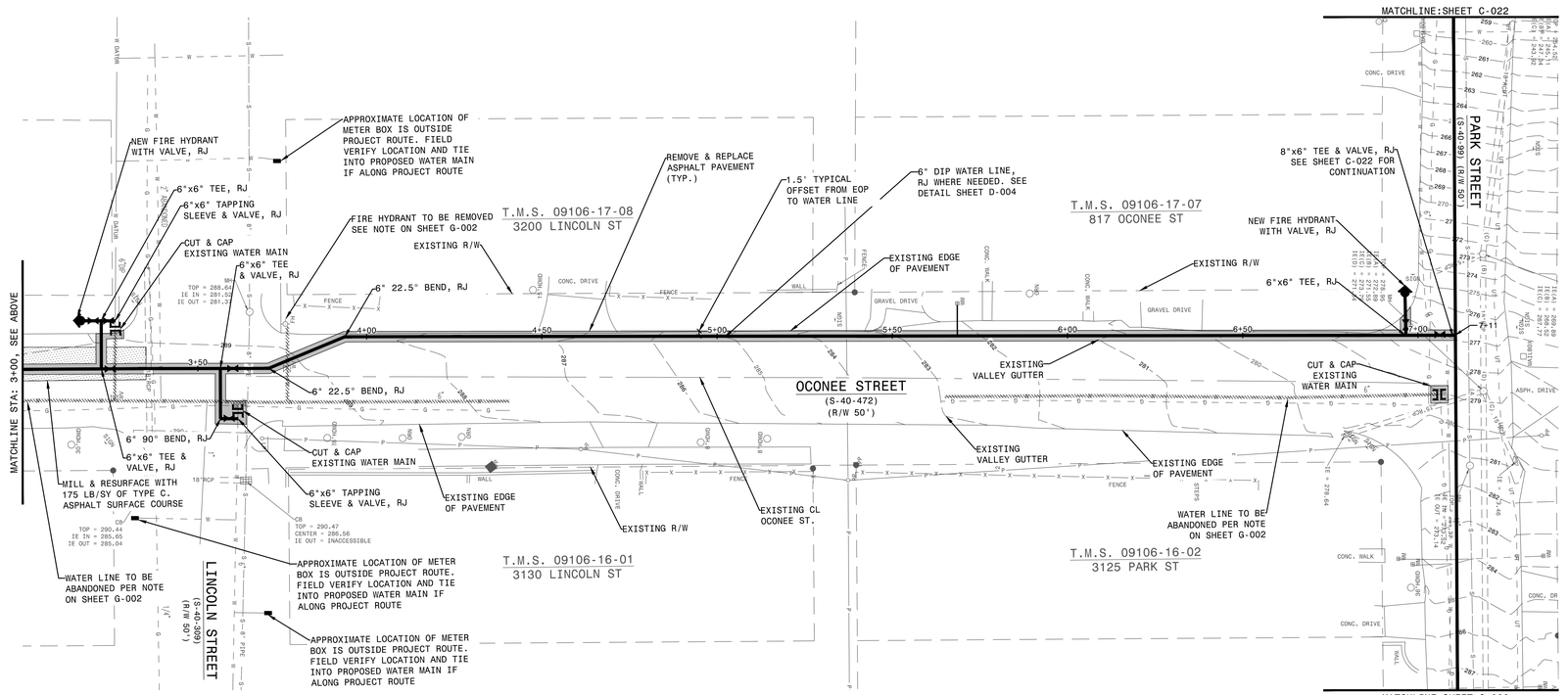
PLAN VIEW "OCONEE" (STA:0+00-3+00):
SCALE: 1"=20'

GRAPHIC SCALE
20 0 10 20
1 inch = 20 ft.

NORTH

NOTES:

1. PROPOSED WATER LINES CROSS EXISTING UTILITIES THROUGHOUT THE PROJECT AREA. FIELD VERIFY EXISTING UTILITY CROSSINGS AND ADJUST ELEVATION OF PROPOSED WATER LINE AS NEEDED, PROVIDING VERTICAL RESTRAINED JOINT BENDS AND PIPING AS REQUIRED.
2. EXISTING FIRE HYDRANTS ON WATER LINES THAT ARE TO BE ABANDONED ARE TO BE ABANDONED AND REMOVED ONCE NEW FIRE HYDRANTS ARE TESTED AND OPERATIONAL.
   EXISTING FIRE HYDRANTS ARE TO REMAIN IN OPERATION DURING CONSTRUCTION.
3. CUT ALL ABANDONED WATER MAINS 6" & LARGER FILL WITH FLOWABLE FILL AND CAP. REMOVE VALVE BOX AND FILL WITH CONCRETE.
4. CUT AND CAP ALL ABANDONED WATER MAINS SMALLER THAN 6" DIAMETER. REMOVE VALVE BOX AND FILL WITH CONCRETE
5. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL WATER METERS AND TIE IN TO NEW WATER MAIN.
6. ALL INLETS WILL RECEIVE APPROVED INLET PROTECTION AS THE PHASED ACTIVITIES PROGRESS.
7. EXISTING WM SIZES SHOWN ARE ASSUMED. CONTRACTOR SHALL FIELD VERIFY BEFORE STARTING CONSTRUCTION.
8. FOR ALL FIRE HYDRANTS BEING ABANDONED, FILL HYDRANT LEAD WITH FLOWABLE FILL AND CAP AND REMOVE VALVE BOX AND FILL WITH CONCRETE. CONTRACTOR IS RESPONSIBLE FOR PROPER DISPOSAL OF FIRE HYDRANT ASSEMBLY.



PLAN VIEW "OCONEE" (STA:3+00-7+11):
SCALE: 1"=20'

GRAPHIC SCALE
20 0 10 20
1 inch = 20 ft.

NORTH

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1219 Assembly St. Suite 300
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4D ENGINEERING LLC NO 4701
CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA

6-7-18
LICENSED PROFESSIONAL ENGINEER
No. 28702
SOUTH CAROLINA
JUSTIN WAYNE WATSON

HUSSEY GAY BELL
Established 1958
1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
JPW/PTL	CBB/PTL	JPW

DATE:JUNE 2018

JOB NO.316043006

SCALE:1"=20'

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP # WM9923
FOR
CITY OF COLUMBIA
OCONEE ST. (STA: 0+00-END)

DRAWING NUMBER
C-031
33 OF 41

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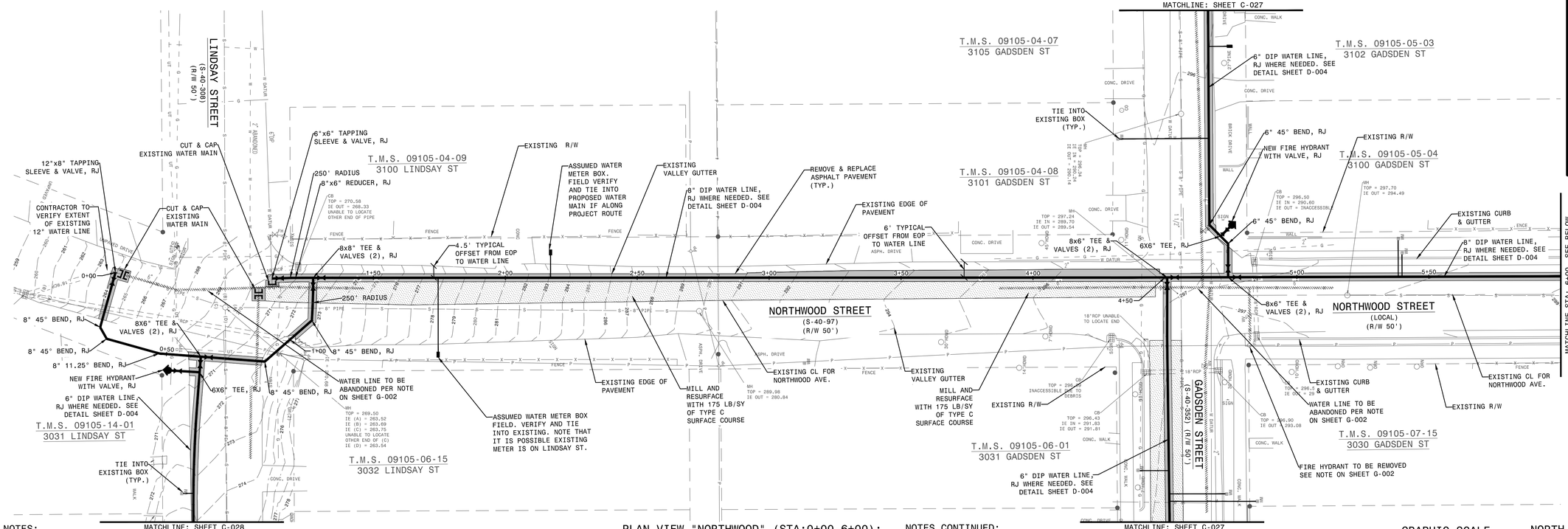


PLAN VIEW "NORTHWOOD" (STA:0+00-6+00):
SCALE: 1"=20'

NOTES:

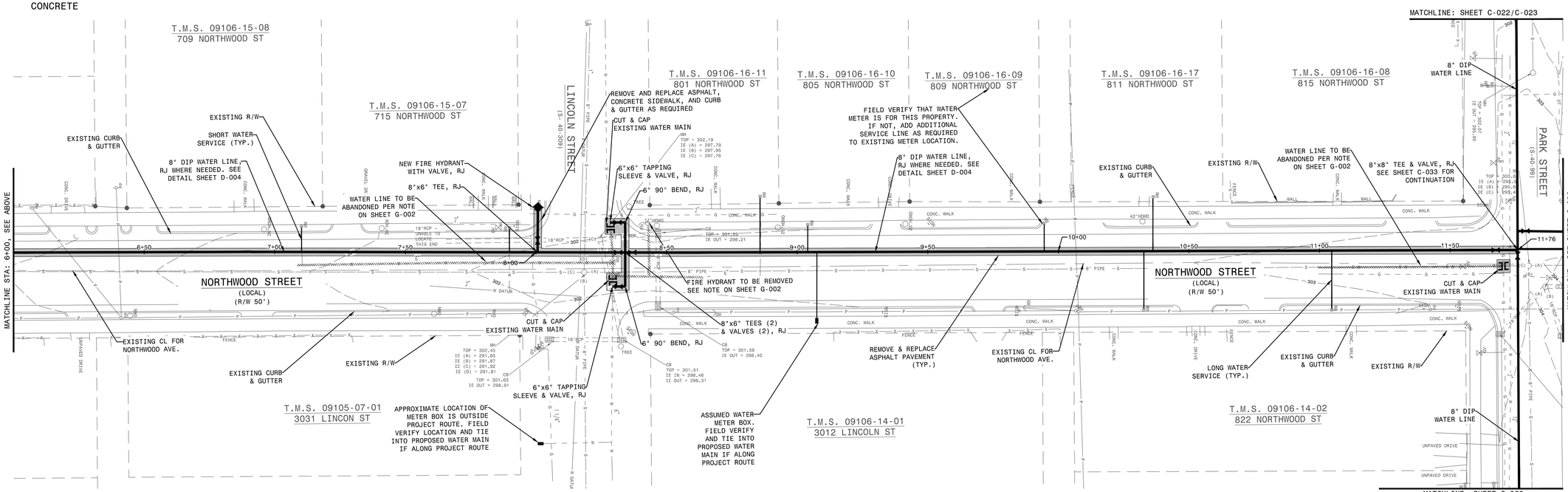
1. PROPOSED WATER LINES CROSS EXISTING UTILITIES THROUGHOUT THE PROJECT AREA. FIELD VERIFY EXISTING UTILITY CROSSINGS AND ADJUST ELEVATION OF PROPOSED WATER LINE AS NEEDED, PROVIDING VERTICAL RESTRAINED JOINT BENDS AND PIPING AS REQUIRED.
2. EXISTING FIRE HYDRANTS ON WATER LINES THAT ARE TO BE ABANDONED ARE TO BE ABANDONED AND REMOVED ONCE NEW FIRE HYDRANTS ARE TESTED AND OPERATIONAL.
   EXISTING FIRE HYDRANTS ARE TO REMAIN IN OPERATION DURING CONSTRUCTION.
3. CUT ALL ABANDONED WATER MAINS 6" & LARGER FILL WITH FLOWABLE FILL AND CAP. REMOVE VALVE BOX AND FILL WITH CONCRETE.
4. CUT AND CAP ALL ABANDONED WATER MAINS SMALLER THAN 6" DIAMETER. REMOVE VALVE BOX AND FILL WITH CONCRETE

NOTES CONTINUED;

5. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL WATER METERS AND TIE IN TO NEW WATER MAIN.
6. ALL INLETS WILL RECEIVE APPROVED INLET PROTECTION AS THE PHASED ACTIVITIES PROGRESS.
7. EXISTING WM SIZES SHOWN ARE ASSUMED. CONTRACTOR SHALL FIELD VERIFY BEFORE STARTING CONSTRUCTION.
8. FOR ALL FIRE HYDRANTS BEING ABANDONED, FILL HYDRANT LEAD WITH FLOWABLE FILL AND CAP AND REMOVE VALVE BOX AND FILL WITH CONCRETE. CONTRACTOR IS RESPONSIBLE FOR PROPER DISPOSAL OF FIRE HYDRANT ASSEMBLY.

GRAPHIC SCALE
20 0 10 20
1 inch = 20 ft.

NORTH



PLAN VIEW "NORTHWOOD" (STA:6+00-11+76):
SCALE: 1"=20'

GRAPHIC SCALE
20 0 10 20
1 inch = 20 ft.

NORTH

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC
1219 Assembly St. Suite 300
Columbia, SC 29201

SOUTH CAROLINA 4D ENGINEERING LLC NO 4701 CERTIFICATE OF AUTHORIZATION

6-7-18
SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 28702 JOHN PAUL WARING
DO NOT INCREMENT WARING

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Established 1958

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REVISIONS:

DESIGNED	DRAWN	CHECKED
JPW/PTL	CBB/PTL	JPW

DATE: JUNE 2018

JOB NO. 316043006

SCALE: 1"=20'

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP # WM9923
FOR
CITY OF COLUMBIA

NORTHWOOD ST. (STA: 0+00-END)

DRAWING NUMBER

C-032

34 OF 41

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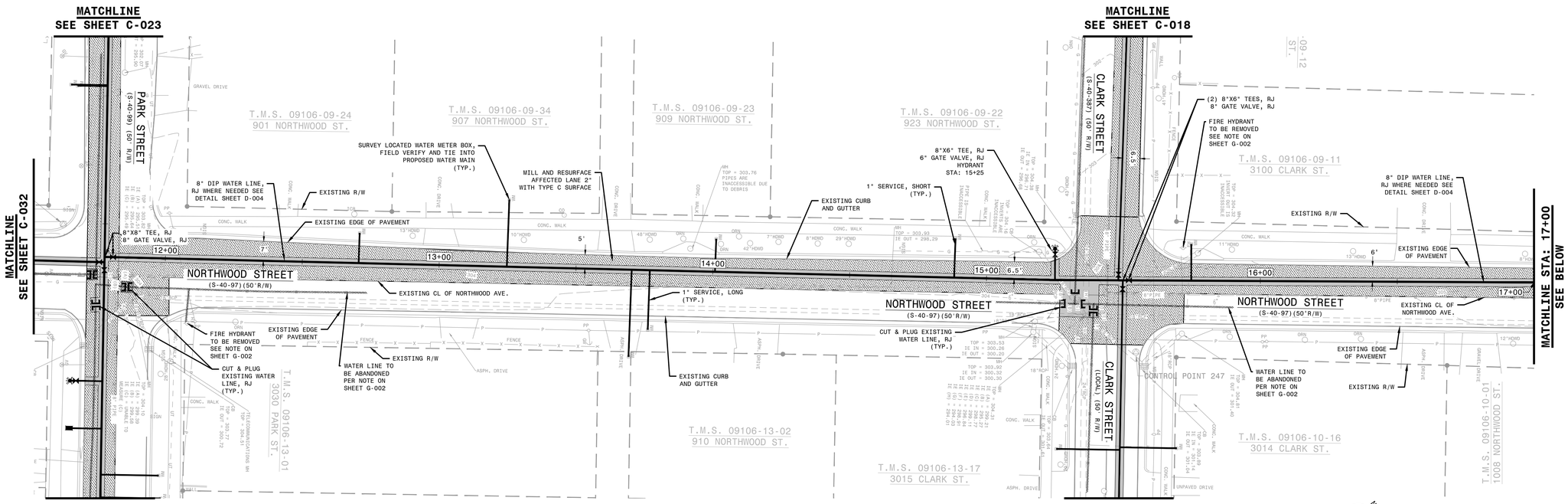
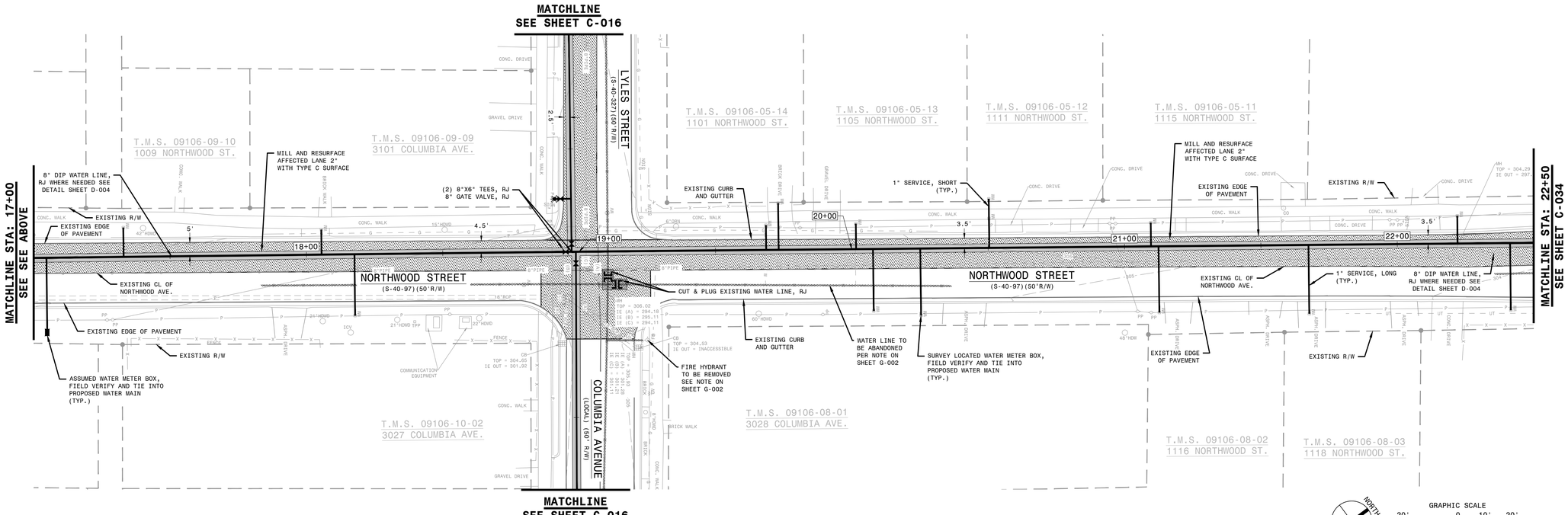


PLAN VIEW "NORTHWOOD AVE." (STA: 11+50–17+00)
1"=20'



PLAN VIEW "NORTHWOOD AVE." (STA: 17+00–22+50)
1"=20'

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1219 Assembly St. Suite 300
Columbia, SC 29201

SOUTH CAROLINA HUSSEY, GAY, BELL & DEYOUNG, INC. CONSULTING ENGINEERS OF SC No. C00194 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 15573 KEVIN F. STRICKLAND 6-22-18

HUSSEY GAY BELL
Established 1958
1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

NORTHWOOD ST. (STA: 11+78-22+50)

DRAWING NUMBER

C-033

35 OF 41

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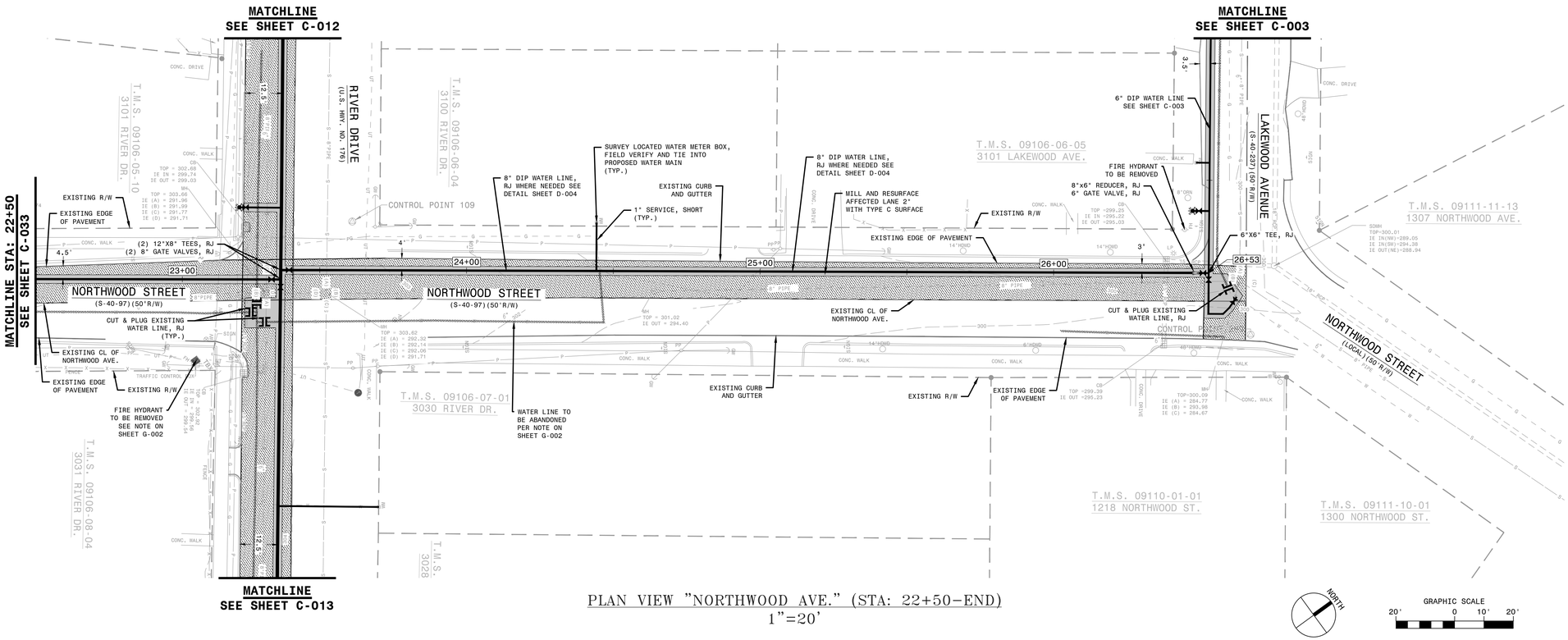
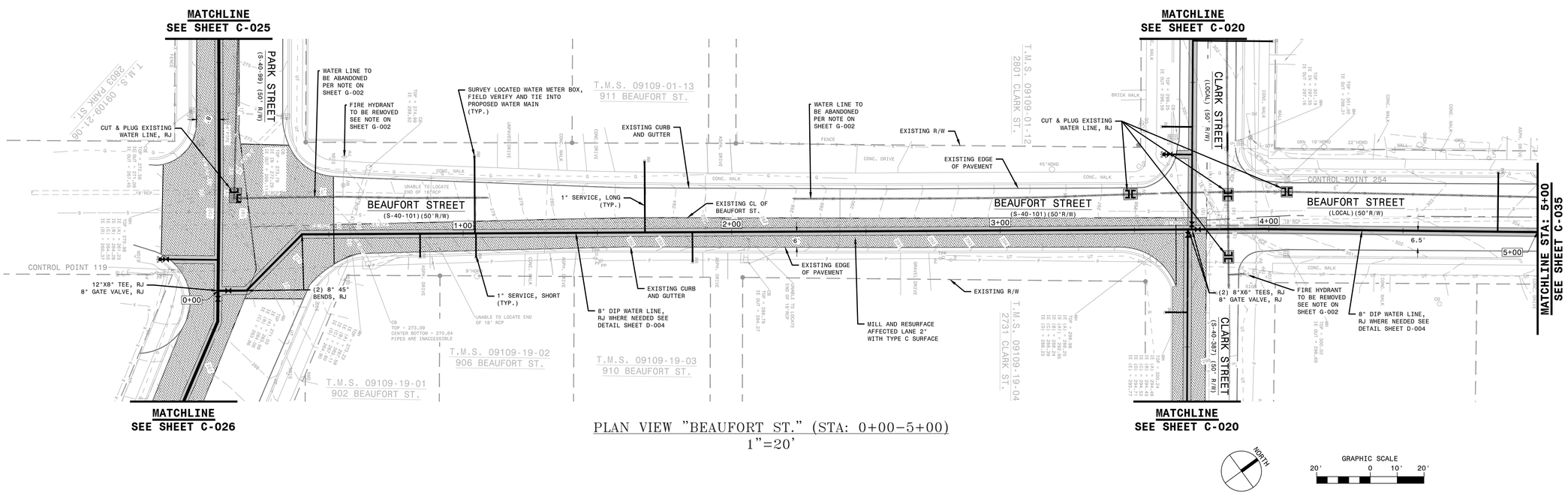


PLAN VIEW "NORTHWOOD AVE." (STA: 22+50-END)
1"=20'



PLAN VIEW "BEAUFORT ST." (STA: 0+00-5+00)
1"=20'

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1219 Assembly St. Suite 300
Columbia, SC 29201

SOUTH CAROLINA HUSSEY, GAY, BELL & DEYOUNG, INC. CONSULTING ENGINEERS OF SC No. C00194 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 15573 KEVIN L. STRICKLAND 6-22-18

HUSSEY GAY BELL

Established 1958

1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
CITY OF COLUMBIA

NORTHWOOD ST. (STA: 22+50-END)/BEAUFORT ST. (STA: 0+00-5+00)

DRAWING NUMBER

C-034

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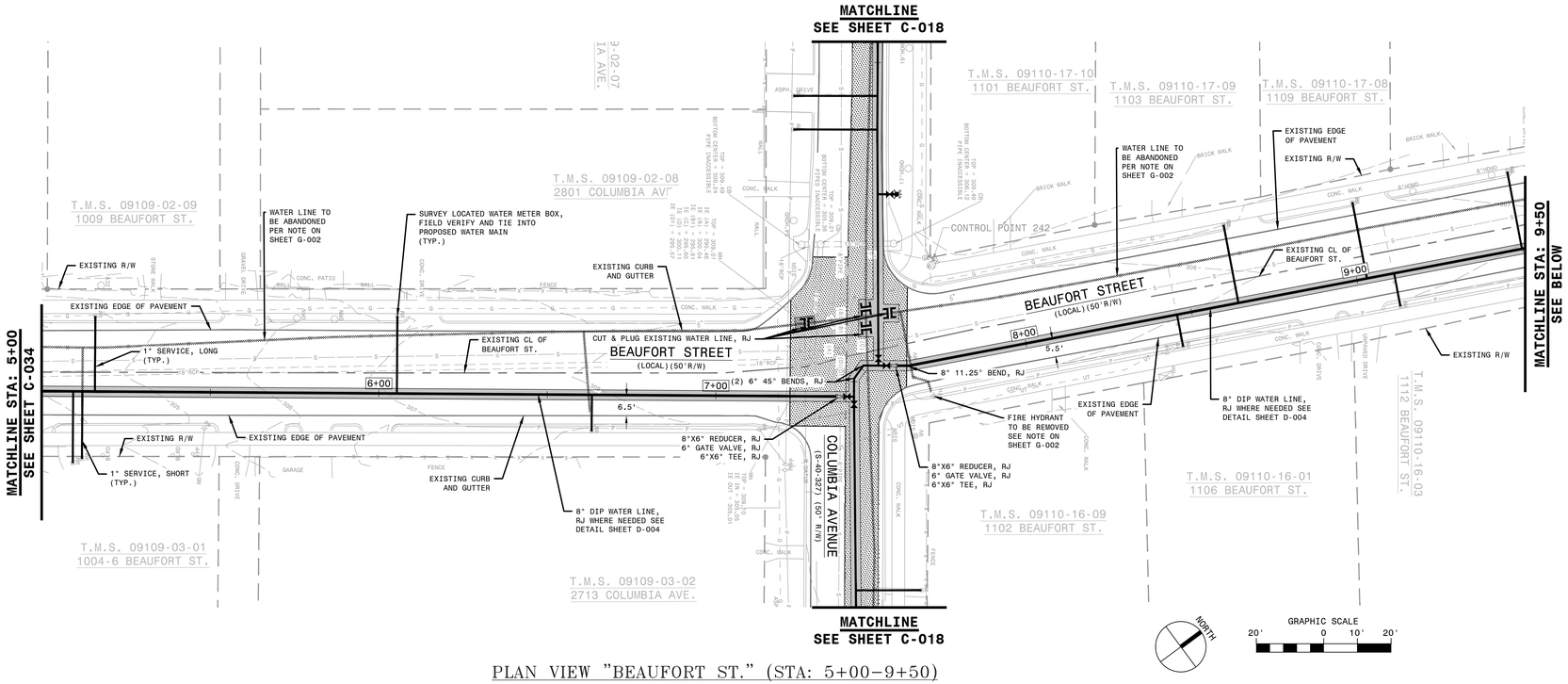
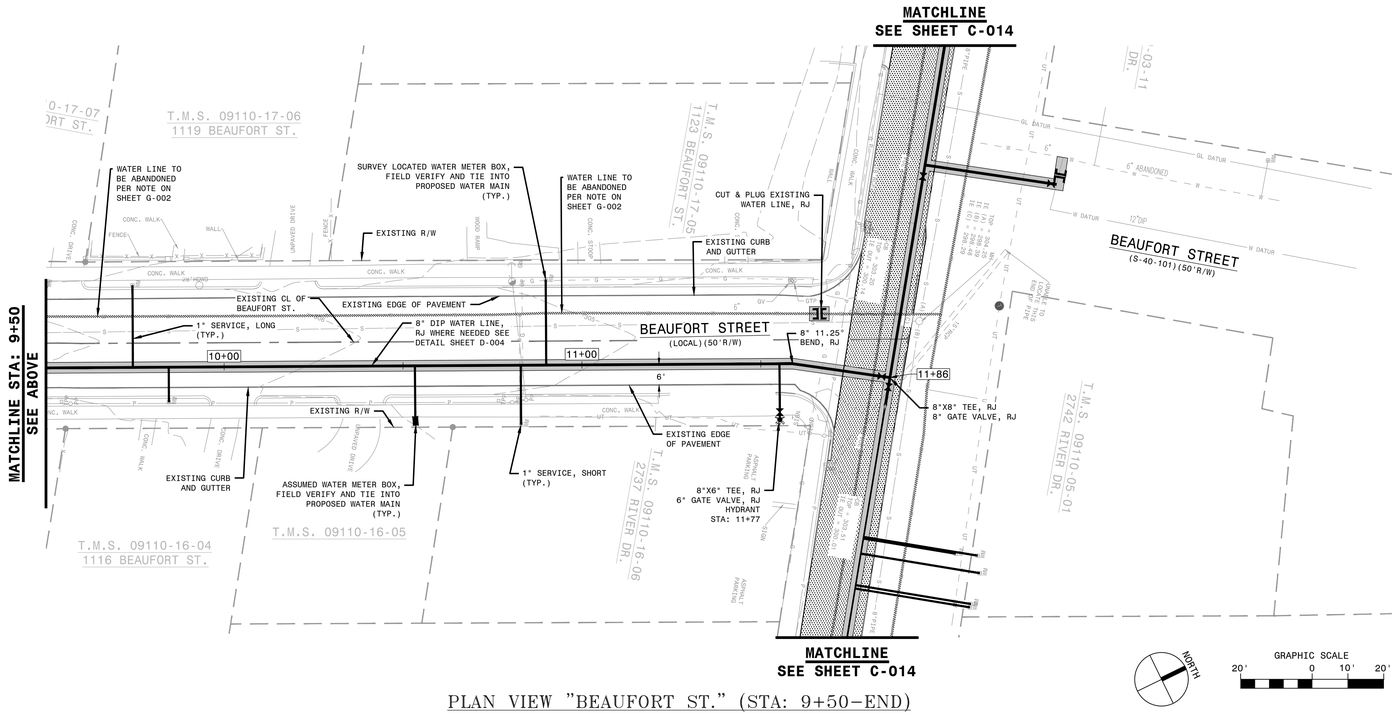


PLAN VIEW "BEAUFORT ST." (STA: 5+00–9+50)
1"=20'



PLAN VIEW "BEAUFORT ST." (STA: 9+50–END)
1"=20'

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Columbia, SC 29201

SOUTH CAROLINA
HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS OF SC
No. C00194
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
REGISTERED
No. 15573
6-22-18
KEVIN F. STRICKLAND
PROFESSIONAL ENGINEER

HUSSEY GAY BELL
Established 1958
1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE:MARCH 2018

JOB NO.316043006

SCALE:AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

BEAUFORT ST. (STA: 5+00-END)

DRAWING NUMBER
C-035

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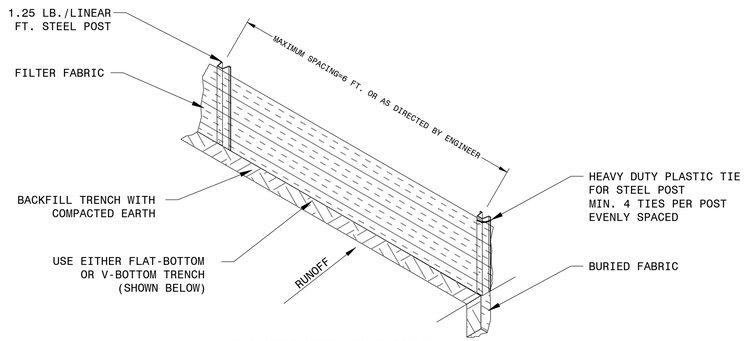
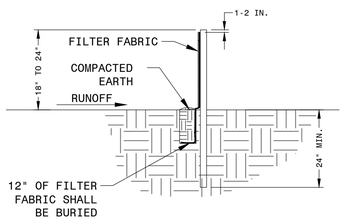
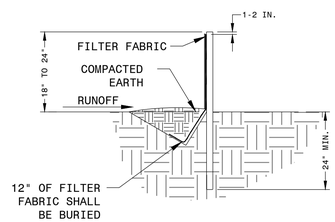


SILT FENCE INSTALLATION DETAIL



FLAT-BOTTOM TRENCH DETAIL



V-SHAPED TRENCH DETAIL

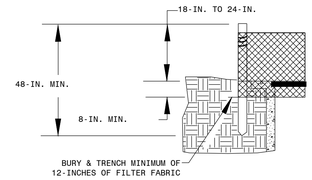
NOTES:

1. SILT FENCE CHECKS MUST BE LOCATED EVERY 100 FEET MAXIMUM AND AT LOW POINTS ALONG THE FENCE LINE.
2. ONLY STEEL POSTS MAY BE USED. POSTS SHALL BE A MINIMUM OF 5 FEET LONG AND INSTALLED TO A MINIMUM DEPTH OF 2 INCHES WITH NO MORE THAN 3 FEET OF THE POST ABOVE GROUND. STEEL POSTS SHALL WEIGH A MINIMUM OF 1.25 POUNDS PER FOOT AND HAVE PROJECTIONS FOR FASTENING THE FABRIC TO THE POST. AT LEAST 1 TO 2 INCHES OF THE POSTS SHALL EXTEND ABOVE THE TOP OF THE FABRIC. POST SPACING WILL BE A MAXIMUM OF 6 FEET ON CENTER.
3. ATTACHED FABRIC TO STEEL POSTS USING HEAVY DUTY PLASTIC TIES THAT ARE EVENLY SPACED AND PLACED IN A MANNER TO PREVENT SAGGING OR TEARING OF THE FABRIC. IN ALL CASES, TIES SHOULD BE AFFIXED IN NO LESS THAN 4 PLACES.

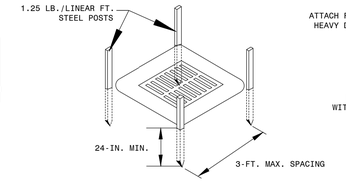
INSPECTION & MAINTENANCE

1. INSPECT SILT FENCE AND INLET FILTERS TO ENSURE PROPER INSTALLATION ONCE EVERY SEVEN (7) CALENDAR DAYS. CHECK INTEGRITY OF FENCE FOR EROSION BENEATH THE SEDIMENT AND EROSION CONTROL DEVICES, SAGGING OR COLLAPSED DEVICES. MAKE NEEDED REPAIRS IMMEDIATELY.
2. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO STABILIZATION OF THE CONSTRUCTION SITE, THE FABRIC SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE SILT FENCE OR FILTER FABRIC.

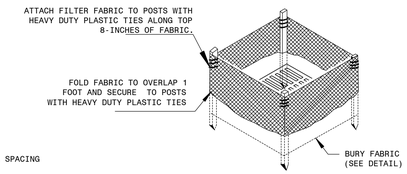
STANDARD SILT FENCE DETAIL
NOT TO SCALE



FILTER FABRIC BURIAL DETAIL



POST INSTALLATION DETAIL



FILTER FABRIC INSTALLATION DETAIL

NOTES:

TYPE A - FILTER FABRIC REQUIREMENTS

1. SILT FENCE MUST BE COMPOSED OF WOVEN GEOTEXTILE FILTER FABRIC THAT CONSISTS OF THE FOLLOWING REQUIREMENTS:
   - COMPOSED OF FIBERS CONSISTING OF LONG CHAIN SYNTHETIC POLYMERS OF AT LEAST 85% BY WEIGHT OF POLYOLEFINS, POLYESTERS, OR POLYAMIDES THAT ARE FORMED INTO A NETWORK SUCH THAT THE FILAMENTS OR YARNS RETAIN DIMENSIONAL STABILITY RELATIVE TO EACH OTHER;
   - FREE OF ANY TREATMENT OR COATING WHICH MIGHT ADVERSELY ALTER ITS PHYSICAL PROPERTIES AFTER INSTALLATION;
   - FREE OF ANY DEFECTS OR FLAWS THAT SIGNIFICANTLY AFFECT ITS PHYSICAL AND/OR FILTERING PROPERTIES; AND,
   - HAVE A MINIMUM WIDTH OF 36-INCHES.
2. USE ONLY FABRIC APPEARING ON SC DOT'S QUALIFIED PRODUCTS LISTING (QPL), APPROVAL SHEET #34, MEETING THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE SC DOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
3. 12-INCHES OF THE FABRIC SHOULD BE PLACED WITHIN EXCAVATED TRENCH AND TOED IN WHEN THE TRENCH IS BACKFILLED.
4. FILTER FABRIC SHALL BE PURCHASED IN CONTINUOUS ROLLS AND CUT TO THE LENGTH OF THE BARRIER TO AVOID JOINTS.
5. FILTER FABRIC SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GROUND.

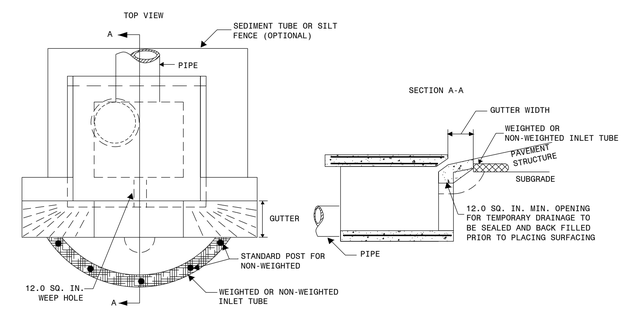
TYPE A - POST REQUIREMENTS

1. SILT FENCE POSTS MUST BE 48-INCH LONG STEEL POSTS THAT MEET, AT A MINIMUM, THE FOLLOWING PHYSICAL CHARACTERISTICS.
   - COMPOSED OF A HIGH STRENGTH STEEL WITH A MINIMUM YIELD STRENGTH OF 50,000 PSI.
   - INCLUDE A STANDARD "T" SECTION WITH A NOMINAL FACE WIDTH OF 1.38-INCHESAND A NOMINAL "T" LENGTH OF 1.48-INCHES.
   - WEIGH 1.25 POUNDS PER FOOT (± 8%)
2. POSTS SHALL BE EQUIPPED WITH PROJECTIONS TO AID IN FASTENING OF FILTER FABRIC.
3. INSTALL POSTS TO A MINIMUM OF 24-INCHES. A MINIMUM HEIGHT OF 1- TO 2- INCHES ABOVE THE FABRIC SHALL BE MAINTAINED, AND A MAXIMUM HEIGHT OF 3 FEET SHALL BE MAINTAINED ABOVE THE GROUND.
4. POST SPACING SHALL BE AT A MAXIMUM OF 3-FEET ON CENTER.

TYPE A - INSPECTION & MAINTENANCE

1. THE KEY TO FUNCTIONAL INLET PROTECTION IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.
2. REGULAR INSPECTIONS OF INLET PROTECTION SHALL BE CONDUCTED ONCE EVERY CALENDAR WEEK AND, AS RECOMMENDED, WITHIN 24-HOURS AFTER EACH RAINFALL EVEN THAT PRODUCES 1/2-INCH OR MORE OF PRECIPITATION.
3. ATTENTION TO SEDIMENT ACCUMULATIONS ALONG THE FILTER FABRIC IS EXTREMELY IMPORTANT. ACCUMULATED SEDIMENT SHOULD BE CONTINUALLY MONITORED AND REMOVED WHEN NECESSARY.
4. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/3 THE HEIGHT OF THE FILTER FABRIC. WHEN A SUMP IS INSTALLED IN FRONT OF THE FABRIC, SEDIMENT SHOULD BE REMOVED WHEN IT FILLS APPROXIMATELY 1/3 THE DEPTH OF THE SUMP.
5. REMOVED SEDIMENT SHALL BE PLACED IN STOCKPILE STORAGE AREAS OR SPREAD THINLY ACROSS DISTURBED AREA. STABILIZE THE REMOVED SEDIMENT AFTER IT IS RELOCATED.
6. CHECK FOR AREAS WHERE STORMWATER RUNOFF HAS ERODED A CHANNEL BENEATH THE FILTER FABRIC, OR WHERE THE FABRIC HAS SAGGED OR COLLAPSED DUE TO RUNOFF OVERTOPPING THE INLET PROTECTION.
7. CHECK FOR TEARS WITHIN THE FILTER FABRIC, AREAS WHERE FABRIC HAS BEGUN TO DECOMPOSE, AND FOR ANY OTHER CIRCUMSTANCE THAT MAY RENDER THE INLET PROTECTION INEFFECTIVE. REMOVED DAMAGED FABRIC AND REINSTALL NEW FILTER FABRIC IMMEDIATELY.
8. INLET PROTECTION STRUCTURES SHOULD BE REMOVED AFTER ALL THE DISTURBED AREAS ARE PERMANENTLY STABILIZED. REMOVE ALL CONSTRUCTION MATERIAL AND SEDIMENT, AND DISPOSE OF THEM PROPERLY. GRADE THE DISTURBED AREA TO THE ELEVATION OF THE DROP INLET STRUCTURE CREST. STABILIZE ALL BARE AREAS IMMEDIATELY.

TYPE A FILTER FABRIC INLET PROTECTION
NOT TO SCALE



TYPE F INLET TUBES
NOT TO SCALE

NOTES:

1. INLET TUBES SHOULD BE COMPOSED OF COMPACTED GEOTEXTILES, CURLED EXCELSIOR WOOD, NATURAL COCONUT FIBERS, A HARDWOOD MULCH, OR A MIX OF THESE MATERIALS ENCLOSED BY A FLEXIBLE NETTING MATERIAL.
2. INLET TUBES SHOULD UTILIZE AN OUTER NETTING THAT CONSISTS OF SEAMLESS, HIGH-DENSITY POLYETHYLENE PHOTODEGRADABLE MATERIALS TREATED WITH ULTRAVIOLET STABILIZERS OR A SEAMLESS, HIGH-DENSITY POLYETHYLENE NON-DEGRADABLE MATERIAL. CURLED WOOD EXCELSIOR FIBER, OR NATURAL COCONUT FIBER ROLLED EROSION CONTROL PRODUCTS ROLLED UP TO CREATE AN INLET TUBE DEVICE ARE NOT ALLOWED.
3. DO NOT USE STRAW, STRAW FIBER, STRAW BALES, PINE NEEDLES, OR LEAF MULCH AS FILL MATERIAL WITHIN INLET TUBES.
4. WEIGHTED INLET TUBES MUST BE CAPABLE OF STAYING IN PLACE WITHOUT EXTERNAL STABILIZATION MEASURES AND MAY HAVE A WEIGHTED INNER CORE OR OTHER WEIGHTED MECHANISM TO KEEP THEM IN PLACE.
5. INSTALL WEIGHTED TUBES LYING FLAT ON THE GROUND, WITH NO GAPS BETWEEN THE UNDERLYING SURFACE AND THE INLET TUBE. DO NOT STACK INLET TUBES. DO NOT COMPLETELY BLOCK INLET WITH TUBE.
6. NON-WEIGHTED INLET TUBES REQUIRE STAKING OR OTHER STABILIZATION METHODS TO KEEP THEM SAFELY IN PLACE.
7. OVERFLOW OR OVERTOPPING OF INLET TUBES MUST BE ALLOWED TO FLOW INTO INLET UNOBSTRUCTED.
8. TO AVOID POSSIBLE FLOODING, TWO OR THREE CONCRETE CINDER BLOCKS MAY BE PLACED BETWEEN THE TUBE AND THE INLET.

INSPECTION AND MAINTENANCE:

1. THE KEY TO FUNCTIONAL INLET PROTECTION IS WEEKLY INSPECTION, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.
2. REGULAR INSPECTIONS OF ALL INLET PROTECTION SHALL BE CONDUCTED ONCE EVERY CALENDAR WEEK AND, AS RECOMMENDED, WITHIN 24-HOURS AFTER EACH RAINFALL EVENT THAT PRODUCES 1/2-INCH OR MORE OF PRECIPITATION.
3. ATTENTION TO SEDIMENT ACCUMULATIONS IN FRONT OF THE INLET PROTECTION IS EXTREMELY IMPORTANT. ACCUMULATED SEDIMENT SHOULD BE CONTINUALLY MONITORED AND REMOVED WHEN NECESSARY.
4. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/3 THE HEIGHT OF THE BLOCKS. IF A SUMP IS USED, SEDIMENT SHOULD BE REMOVED WHEN IT FILLS APPROXIMATELY 1/3 THE DEPTH OF THE HOLE.
5. REMOVED SEDIMENT SHALL BE PLACED IN STOCKPILE STORAGE AREAS OR SPREAD THINLY ACROSS DISTURBED AREA. STABILIZE THE REMOVED SEDIMENT AFTER IT IS RELOCATED.
6. LARGE DEBRIS, TRASH, AND LEAVES SHOULD BE REMOVED FROM IN FRONT OF TUBES WHEN FOUND.
7. REPLACE INLET TUBE WHEN DAMAGED OR AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
8. INLET PROTECTION STRUCTURES SHOULD BE REMOVED AFTER THE DISTURBED AREAS ARE PERMANENTLY STABILIZED. REMOVE ALL CONSTRUCTION MATERIAL AND SEDIMENT, AND DISPOSE OF THEM PROPERLY. GRADE THE DISTURBED AREA TO THE ELEVATION OF THE DROP INLET STRUCTURE CREST. STABILIZE ALL BARE AREAS IMMEDIATELY.

STANDARD NOTES (SCDHEC):

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
   - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH SC REG. 72-307 OF THE STORMWATER MANAGEMENT AND SEDIMENT REDUCTION ACT AND SCR100000.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. A COPY OF THE SWPPP, INSPECTION RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASINS, FILTER BAG, ETC.).
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
   - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL.
   - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS.
   - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE.
   - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
18. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS OR NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

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SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
HUSSEY, GAY, BELL & DEYOUNG, INC. CONSULTING ENGINEERS OF SC No. C00194

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
No. 15573
6-22-18
KEVIN F. STRICKLAND

HUSSEY GAY BELL
Established 1958
1219 ASSEMBLY STREET, SUITE 300, COLUMBIA, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: N.T.S.

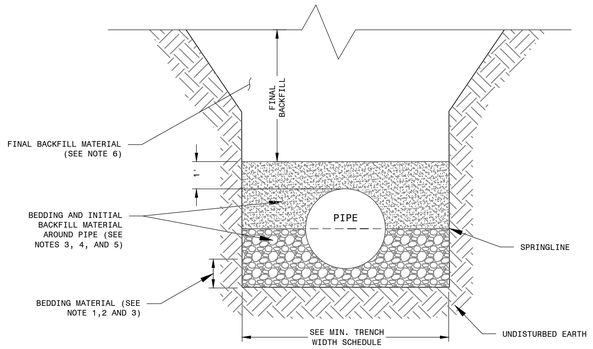
EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM9923
FOR
CITY OF COLUMBIA

EROSION AND SEDIMENT CONTROL DETAILS

DRAWING NUMBER
D-001

P:\PROJ\30032 City of Columbia\316043006 -Earlewood Neighborhood\WORKING\CAD\DESIGN\Earlewood Water 06-12-2018 - Design Plans.dwg

Jul 16, 2018 - 3:34pm Printed By: tcarwell



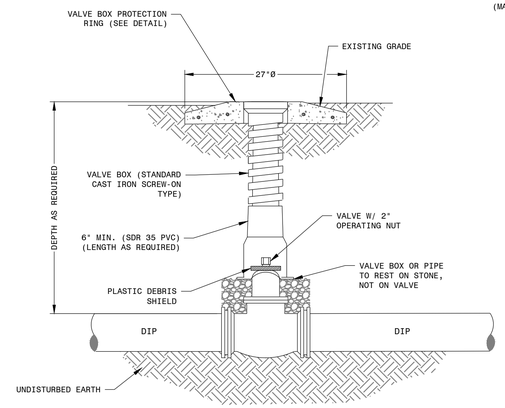
MINIMUM TRENCH WIDTH SCHEDULE				
PIPE SIZE I.D.	12" OR LESS	12" TO 21"	24" TO 30"	33" TO 54"
TRENCH WIDTH (W/O SHORING)	36"	I.D. + 24"	I.D. + 30"	I.D. + 30"
TRENCH WIDTH (W/ SHORING)	48"	I.D. + 36"	I.D. + 42"	I.D. + 42"

MINIMUM BEDDING FOR WATER MAIN DETAIL

NOT TO SCALE

NOTES:

1. BEDDING DEPTH SHALL BE 6" MINIMUM FOR PIPE DIAMETER LESS THAN 12".
2. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING MATERIAL BELOW THE PIPE. THE ENGINEER SHALL DETERMINE IN THE FIELD THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO REACH A SUITABLE FOUNDATION.
3. THE PIPE BEDDING SHALL BE CONSOLIDATED NO. 57 STONE IN 6" LAYERS TO THE BOTTOM OF THE PIPE. THEN BACKFILLED WITH NO. 57 STONE TO THE SPRING LINE OF THE PIPE. IF FINAL BACKFILL MATERIAL IS FLOWABLE FILL, INITIAL BACKFILL SHALL BE NO. 57 STONE TO 1' ABOVE THE TOP OF THE PIPE.
4. BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT. BACKFILL MATERIAL FROM THE SPRING LINE UP TO A LEVEL ONE FOOT (1') OVER TOP OF PIPE SHALL EXCLUDE CLAY MATERIALS AND LARGE LOOSE ROCKS OTHER THAN CRUSHED STONE'.
5. BELL HOLES SHALL BE DUG TO PERMIT THE ENTIRE STRAIGHT BARREL OF THE PIPE TO REST ON THE SUITABLE UNDISTURBED SOIL OR BEDDING MATERIAL.
6. FINAL BACKFILL MATERIAL
   - A. AREAS OUTSIDE THE SCDOT, COUNTY, AND CITY RIGHT-OF-WAYS: FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A6 AND BE COMPACTED IN SUFFICIENT DEPTHS TO MEET A MINIMUM COMPACTION OF 85% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
   - B. AREAS INSIDE THE SCDOT, COUNTY, AND CITY RIGHT-OF-WAYS: FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
   - C. UNDER PAVEMENT: THE FINAL 5' OF BACKFILL UNDER PAVEMENT AND TO WITHIN 3 FEET FROM THE EDGE OF PAVEMENT SHALL BE EXCAVATABLE FLOWABLE FILL, UNLESS OTHERWISE APPROVED BY THE ENGINEER AND GOVERNING AGENCY.
   - D. UNDER DRIVEWAYS: FINAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
   - E. USE OF NATIVE MATERIAL: NATIVE MATERIAL MAY BE USED IN FINAL BACKFILL ONLY WHEN APPROVED BY THE ENGINEER.

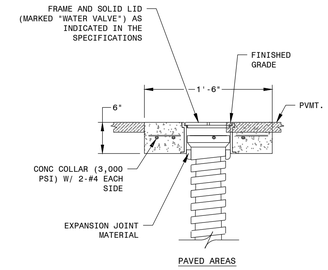


NOTES:

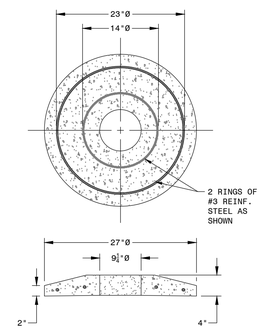
1. FOR UNPAVED LOCATIONS, A CONCRETE VALVE BOX PROTECTOR RING SHALL BE PROVIDED AND INSTALLED FLUSH WITH GRADE. PROTECTOR RING PAD IS NOT REQUIRED FOR VALVE LOCATED IN THE ROADWAY, UNLESS SHOWN OR NOTED OTHERWISE.
2. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS. ROUTE LOCATE WIRES THROUGH THE ADJUSTMENT SECTION OF BOX OR DRILL ⅜" HOLE IN THE BOX TOP SECTION. THE LOCATE WIRES SHALL BE CONNECTED TOGETHER WITH WIRE NUT.
3. GATE VALVES SHALL OPEN LEFT.
4. PROVIDE A WHITE OR BLACK PLASTIC DEBRIS SHIELD WHICH INSTALLS BELOW THE OPERATING NUT. SHIELD SHALL BE BY AFC, BOXLOK OR APPROVED EQUAL.

GATE VALVE AND VALVE BOX DETAIL

NOT TO SCALE

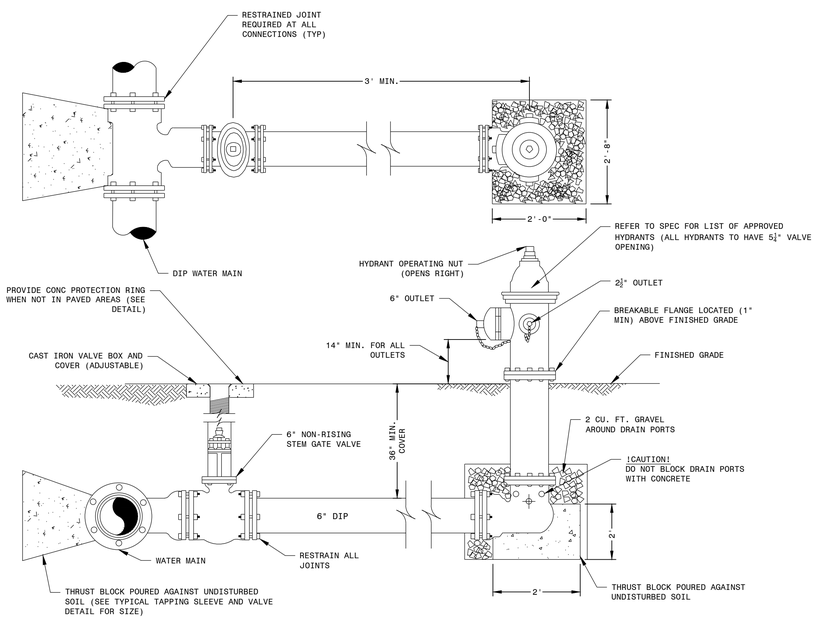


PAVED AREAS



CONCRETE PROTECTION RING DETAIL

NOT TO SCALE

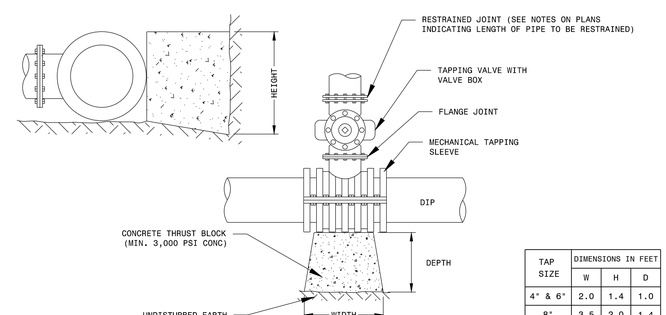


FIRE HYDRANT ASSEMBLY DETAIL

NOT TO SCALE

NOTES:

1. POOR SOIL A-4-A-8, SILTY SOILS, CLAYS, MUCK, AND PEAT WILL REQUIRE LARGER THRUST BLOCKS OR THE ADDITION OF TWO 3/4" DIA. (THREADED ENDS) STEEL RODS AND EYE BOLTS BETWEEN THE TEE AND GATE VALVE AND BETWEEN THE GATE VALVE AND THE HYDRANT. ALL OTHER JOINTS NOT RESTRAINED BY RODS MUST BE MECHANICALLY RESTRAINED.
2. PRIOR TO PROJECT FINAL INSPECTION, THE HYDRANT AND ALL ABOVE GROUND PIPING SHALL BE OILED, GREASED AND PAINTED. PAINT HYDRANT IN ACCORDANCE CITY OF COLUMBIA REQUIREMENTS.
3. FIRE HYDRANTS SHALL BE ORDERED WITH PROPER "BURY DEPTH" TO MEET ACTUAL FIELD CONDITIONS. THE USE OF HYDRANT EXTENSIONS SHOULD BE MINIMIZED.
4. IN RESIDENTIAL AND COMMERCIAL DEVELOPMENTS, FIRE HYDRANTS SHALL BE LOCATED AS CLOSE AS POSSIBLE TO THE STREET RIGHT-OF-WAY, BUT NOT LESS THEN 3' FROM THE BACK OF CURB OR EDGE OF ROADWAY.
5. MINIMUM DISTANCE BETWEEN THE VALVE AND THE HYDRANT SHALL BE 3'.
6. BENDS MAY BE USED IN HYDRANT LEAD TO FACILITATE HYDRANT LOCATION.
7. GATE VALVE TO OPEN LEFT.



TAP SIZE	DIMENSIONS IN FEET		
	W	H	D
4" & 6"	2.0	1.4	1.0
8"	3.5	2.0	1.4
10"	4.0	2.5	1.8
12"	5.0	3.0	2.5
16"	7.0	4.0	3.5

NOTES:

1. BASED ON 100 PSI STATIC PRESSURE PLUS AWWA WATER HAMMER ALLOWANCE
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND WITH 2000 PSF BEARING CAPACITY
3. THRUST BLOCKS TO BE USED AT ALL LINES OPERATING UNDER PRESSURE.
4. KEEP ALL PIPING JOINTS CLEAR OF THRUST BLOCKS.
5. POOR SOIL A-4-A-8, SILTY SOILS, CLAYS, MUCK, AND PEAT WILL REQUIRE LARGER THRUST BLOCKS.

TYPICAL TAPPING SLEEVE AND VALVE DETAIL

NOT TO SCALE

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REVISIONS:

DESIGNED	DRAWN	CHECKED
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DATE: MARCH 2018

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SCALE: N.T.S.

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

WATER DETAILS

DRAWING NUMBER

D-002

39 OF 41

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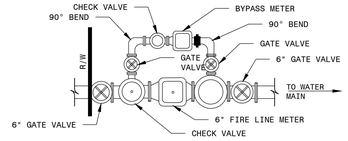
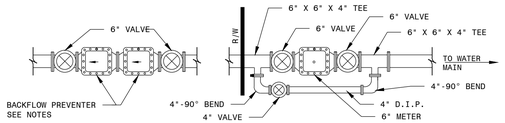
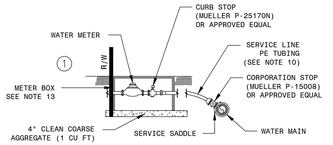


FIRE SERVICE COMBINED WITH DOMESTIC SERVICE (TYPICAL)

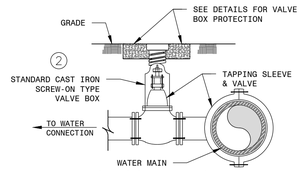


SERVICE CONNECTION 4" & OVER WITHOUT FIRE SERVICE



SERVICE SADDLE DETAIL TYPICAL

NOTE:
BACKFLOW PREVENTERS MAY BE HOUSED INSIDE BUILDING OR IN SEPARATE VALVE PIT



SERVICES 2" AND LARGER

NOTE:
1. SIZE-ON-SIZE TAPPING SLEEVES SHALL BE MECHANICAL JOINTS.
2. SMALLER TAPS ONTO LARGER LINES MAY USED FABRICATED TAPPING SLEEVES AND VALVES

SERVICE CONNECTION 4" & OVER WITHOUT FIRE SERVICE

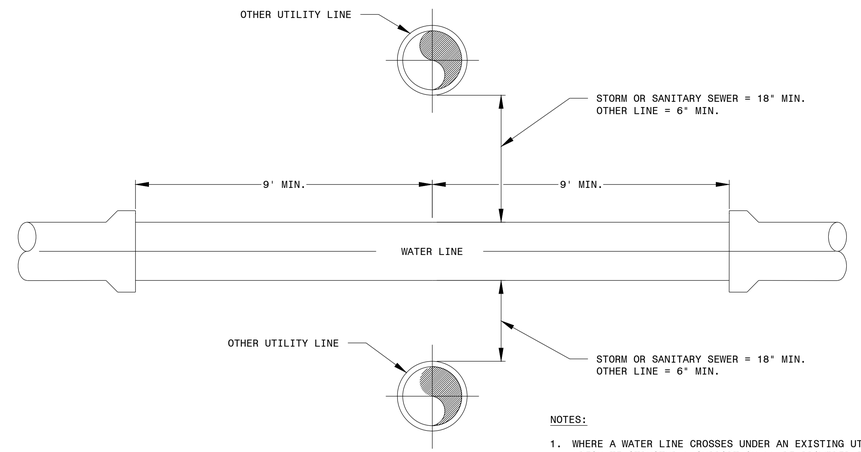
NOT TO SCALE

NOTES:

1. FIRE SERVICE METER ASSEMBLY UTILIZES ONLY ONE LINE FOR FIRE PROTECTION SERVICE AND DOMESTIC WATER SERVICE. ONLY ONE METER BOX REQUIRED TO HOUSE SERVICE TO PROPERTY.
2. THE SIZES OF FIRE LINE METER AND BYPASS METER VARIES WITH APPLICATION.
3. METERS AND BACKFLOW PREVENTERS ARE IN SEPARATE PITS NORMALLY.
4. TYPE OF BACKFLOW PREVENTER VARIES WITH APPLICATION.
5. METERS ARE INSTALLED BY CITY FORCES AT OWNER'S EXPENSE.
6. ALL VALVES MUST MEET CITY OF COLUMBIA SPECIFICATIONS.
7. VALVES NOT IN PITS WILL BE IN CAST IRON BOXES WITH CAST IRON LIDS AS SHOWN IN MUELLER CATALOG W-103, OR APPROVED EQUAL.
8. ALL D.I. PIPE JOINTS TO BE FLANGED.
9. SERVICE LINES 2" AND SMALLER SHALL BE POLYETHYLENE PE 3408 DR-11 CLASS 160 CTS TUBING WITH BRASS FITTINGS. SERVICE SADDLES ARE REQUIRED ON ALL SERVICE CONNECTIONS 2" OR SMALLER ON ALL WATER MAINS. SERVICE SADDLES USED TO MAKE SERVICE CONNECTIONS SHALL PROVIDE FULL SUPPORT AROUND THE CIRCUMFERENCE OF THE WATER MAIN. DIRECT SERVICE TAPS ON WATER MAINS SHALL NOT BE ALLOWED.
10. WHEN THE CITY ELECTS TO INSTALL THE SERVICE ON NEW MAINS, THE CONTRACTOR SHALL STUBOUT THE SERVICE WITH CURB STOP.
11. ALL PRESSURE REDUCING BACKFLOW PREVENTERS SHALL BE IN ACCORDANCE WITH SCDHEC REQUIREMENTS.
12. METER BOXES FOR METERS 2" AND SMALLER WITHIN THE TRAVELED WAY MUST BE CAST IRON OR CONCRETE. METER BOXES OUTSIDE THE TRAVELED WAY MAY BE CAST IRON, CONCRETE, OR PLASTIC. CAST IRON METER READER COVERS ARE REQUIRED. FOR METERS 3" AND LARGER REFER TO THE STANDARD DETAIL.
13. 1" PLASTIC SERVICE IN LINE PIPE, DUAL CHECK BACKFLOW PREVENTER AND PLASTIC BOX/CAST IRON WITH READER LID.
14. ALL LONG LINE SERVICES 2" AND SMALLER ARE TO BE DRY BORED.

TYPICAL SERVICE CONNECTIONS

NOT TO SCALE

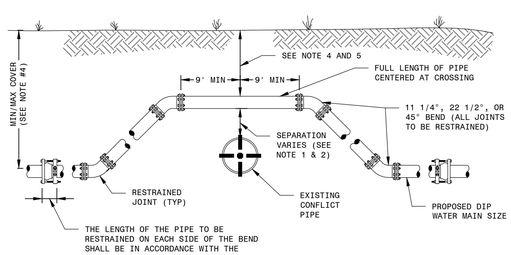


NOTES:

1. WHERE A WATER LINE CROSSES UNDER AN EXISTING UTILITY, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE OTHER EXISTING UTILITY TO PREVENT DAMAGE TO THE WATER MAIN.

WATER CROSSING DETAIL

NOT TO SCALE

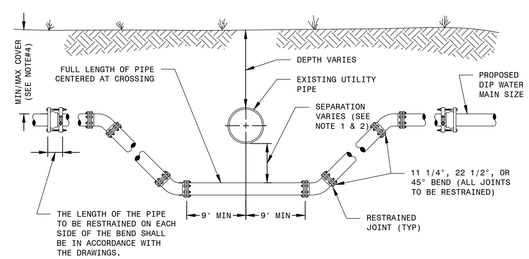


ADJUSTMENT OVER EXISTING UTILITIES DETAIL

NOT TO SCALE

NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL ON THIS SHEET.
3. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 36" (MIN) IN UNPAVED AREAS, 48" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 60", UNLESS APPROVED BY THE CITY ENGINEER.
4. IF UTILITY CONFLICT IS LOCATED IN A NON-TRAFFIC AREA (NO TRAFFIC LOADS), THEN THE MINIMUM COVER MAY BE REDUCED TO 24 INCHES (ONLY IN THE AREA OF THE CONFLICT AND AS APPROVED BY THE CITY ENGINEER).
5. IF UTILITY CONFLICT IS LOCATED IN A TRAFFIC AREA, THEN THE MINIMUM COVER MAY BE REDUCED TO 36 INCHES (ONLY IN THE AREA OF THE CONFLICT AND AS APPROVED BY THE CITY ENGINEER). BACKFILL SHALL BE FLOWABLE FILL.



ADJUSTMENT UNDER EXISTING UTILITIES DETAIL

NOT TO SCALE

NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL ON THIS SHEET.
3. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 36" (MIN) IN UNPAVED AREAS, 48" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 84", UNLESS APPROVED BY THE CITY ENGINEER.

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC
1219 Assembly St. Suite 300
Columbia, SC 29201

SOUTH CAROLINA HUSSEY, GAY, BELL & DEYOUNG, INC. CONSULTING ENGINEERS OF SC No. C00194 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 15573 KEVIN F. STRICKLAND 6-22-18

HUSSEY GAY BELL
Established 1958
1219 Assembly Street, Suite 300, Columbia, SC 29201 / 803.799.0444

REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

MISCELLANEOUS DETAILS

DRAWING NUMBER

D-003

Jul 16, 2018 - 3:34pm Printed By: tcarwell
P:\PROJ\30032 City of Columbia\316043006--Earlewood Neighborhood\WORKING\CAD\DESIGN\Earlewood Water 06-12-2018 - Design Plans.dwg

Jul 17, 2018 - 12:49pm Printed By: tcarwell

NOTES:

1. THE FOLLOWING CONDITIONS WERE USED TO CALCULATE THE RESTRAINED LENGTHS:
   LAYING CONDITION IS TYPE 2;
   SOIL DESIGNATED AS SAND-SILT;
   DEPTH IS 3 FT.;
   DESIGN PRESSURE (TEST) IS 150 PSI;
   SAFETY FACTOR IS 1.5.
   FOR THE TEE BRANCH AND REDUCER, LENGTHS ARE BASED ON BRANCHING AND REDUCING FROM THE LARGER SIZE IN THE TABLE. DEVIATIONS FROM THESE CONDITIONS MUST BE BASED ON THE ABOVE PARAMETERS.

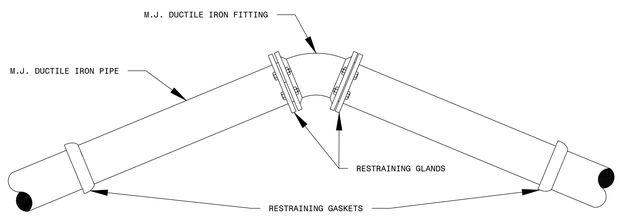
2. REFER TO SPECIFICATIONS FOR APPROVED PRODUCTS FOR THE RESTRAINING GLANDS AND GASKETS.

RESTRAINT JOINT TABLE

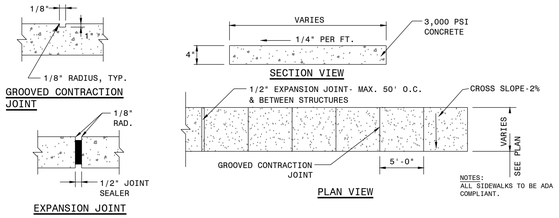
RESTRAIN ALL JOINTS WITHIN THESE LENGTHS

(IN L.F. EACH SIDE OF THE BEND)

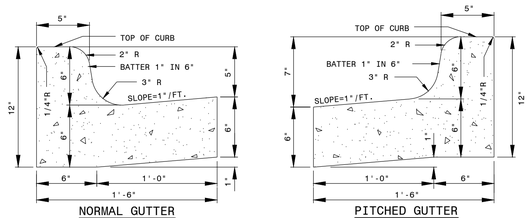
SIZE	11 1/4°	22 1/2°	45°	45° COMBINED VERT OFFSET	90°	TEE BRANCH	DEAD END	REDUCER
4"	4	7	13	54	31	43	65	47
6"	5	9	18	76	43	69	91	51
8"	6	12	24	99	57	97	120	48
10"	7	14	28	119	67	120	143	50
12"	8	16	33	139	78	145	168	91



RESTRAINED JOINT DETAIL
NOT TO SCALE



CONCRETE WALK DETAIL
NOT TO SCALE

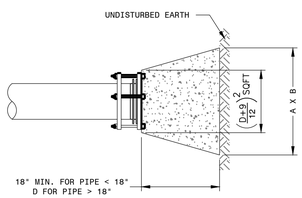


NOTES:

1. CURB AND GUTTER TO BE CONSTRUCTED IN 10-FOOT LENGTHS.
2. 1/2 INCH EXPANSION JOINT SHALL BE PROVIDED AT INTERVALS NOT TO EXCEED 100 FEET, AT THE ENDS AND MID-POINT OF RETURNS, AND AT ANY POINT WHERE THE NEW CURB AND GUTTER ABUTS OTHER CONCRETE STRUCTURES.
3. 5-FOOT LONG TRANSITIONS SHALL BE PROVIDED BETWEEN NORMAL GUTTER AND PITCHED GUTTER, UNLESS OTHERWISE NOTED ON THE PAVING PLANS.

BARRIER TYPE CURB AND GUTTER
NOT TO SCALE

MIN THRUST BLOCK BEARING AREAS (SF) FOR PLUG & DEAD END MAINS	
PIPE DIAMETER, D (INCHES)	A X B (SQUARE FEET)
4	0.9
6	2.1
8	3.8
12	8.5
16	15.1
18	19.1
20	23.6
24	33.9
30	53.0
36	76.3

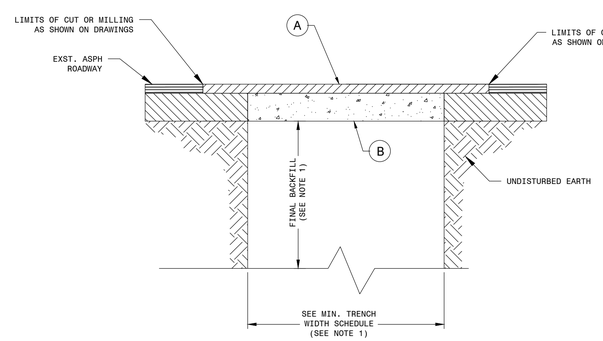


SIDE VIEW OF PLUG AND DEAD END MAIN

THRUST BLOCK FOR PLUGS AND DEAD END MAINS DETAIL
NOT TO SCALE

NOTES:

1. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL.
2. POOR SOILS A-4 THRU A-8, SILTY SOILS, CLAYS, MUCK AND PEAT WILL REQUIRE LARGER THRUST BLOCKING.
3. BOTH CONCRETE THRUST BLOCKS AND TIE RODS/RESTRIANED JOINTS MUST BE USED WHEN, IN THE JUDGEMENT OF THE ENGINEER, THE NATURE AND CRITICALITY OF AN INSTALLATION IS SUCH AS TO REQUIRE POSITIVE ASSURANCE OF STABILITY.
4. THE USE OF THRUST BLOCKS SHALL BE LIMITED TO SITUATIONS SUCH AS POINT REPAIR WHERE EXPOSING SEVERAL JOINTS OF PIPE IS NOT FEASIBLE DUE TO EXISTING GROUND CONDITIONS.
5. MAXIMUM TEST PRESSURE TO BE 150 PSI.



(A) HMA SURFACE COURSE SCDOT TYPE C (175 LB/SY) FOR ALL AREAS WITH THE EXCEPTION OF RIVER DRIVE. FOR RIVER DRIVE USE SCDOT TYPE B (200 LB/SY).(2" THICK)

(B) BINDER (5" THICK)

PAVEMENT SCHEDULE

ASPHALT PAVEMENT REPAIR DETAIL
NOT TO SCALE

NOTES:

1. REFER TO MINIMUM BEDDING FOR WATER MAIN DETAIL ON SHEET D-002 FOR BACKFILL AND TRENCH WIDTH REQUIREMENTS.
2. * IF EXISTING PAVEMENT DESIGN IS GREATER THAN THIS DETAIL, USE EXISTING PAVEMENT DESIGN.
3. INTERFACE BETWEEN NEW AND EXISTING SURFACES SHALL BE SMOOTHED TO THE MAXIMUM EXTENT POSSIBLE TO PREVENT ANY DRIVING SURFACE IRREGULARITIES.
4. ALL PAVEMENT MARKINGS, INCLUDING PAINT, THERMO AND RPM'S, SHALL BE REPLACED TO PRE-CONSTRUCTION CONDITION IN ACCORDANCE WITH SCDOT REGULATIONS.
5. PROVIDE TACK COAT PER SCDOT SPECIFICATIONS AS REQUIRED.

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC
1219 Assembly St. Suite 300
Columbia, SC 29201

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REVISIONS:

DESIGNED	DRAWN	CHECKED
RTC	MTP	KFS

DATE: MARCH 2018

JOB NO. 316043006

SCALE: AS SHOWN

EARLEWOOD AREA WATER SYSTEM IMPROVEMENTS
CIP# WM5923
FOR
CITY OF COLUMBIA

MISCELLANEOUS DETAILS

DRAWING NUMBER
D-004
41 OF 41

P:\PROJ\30032 City of Columbia\316043006--Earlewood Neighborhood\WORKING\CAD\DESIGN\Earlewood Water 06-12-2018 - Design Plans.dwg

Moore, Erika

From: Faison, Brenda L
Sent: Friday, September 28, 2018 9:01 AM
To: Shaw, Jason
Subject: RE: [EXTERNAL] Re: FW: BID #010-18-19-BF Earlewood Area Water System Improvements (WM3923)

Good morning! Will do and please excuse that error. These numbers be running together and soooo many zeros. J ~ Brenda

From: Shaw, Jason
Sent: Friday, September 28, 2018 8:51 AM
To: Faison, Brenda L <Brenda.Faison@columbiasc.gov>
Cc: Porth, Gary B <Gary.Porth@columbiasc.gov>
Subject: FW: [EXTERNAL] Re: FW: BID #010-18-19-BF Earlewood Area Water System Improvements (WM3923)

Brenda:

After reviewing the bid analysis for WM3923 (Earlwood Area Water System Improvements), the apparent low bidder is Carolina Tap & Bore in the amount of $5,696,965.00. . It is recommended that City Council accept the proposed bid and a $365,822.50 contingency for a total cost of $6,062,787.50.

Please see the items marked up in red on sheet 4. Also the engineer estimate for line item 8 is $130.00 not $13.00. Please make these corrections and send me a final version of this bid analysis.

Let me know if you have any questions or need additional information.

Thanks,

Jason

Jason A. Shaw, PE
Water Engineer

Columbia Water
Utility Operations

PO Box 147 | Columbia, SC 29217
Jason.Shaw@columbiasc.gov
Phone: (803) 545-3287
Cell: (803) 528-7677
Fax: (803) 988-8199

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Faison, Brenda L
Sent: Wednesday, September 26, 2018 4:42 PM
To: Shaw, Jason
Cc: Porth, Gary B
Subject: BID #010-18-19-BF Earlewood Area Water System Improvements (WM3923)
Importance: High

Good afternoon,

Attached is the Bid Tabulation and Bid Analysis for BID #010-18-19-BF Earlewood Area Water System Improvements (WM3923) for your review and approval. The apparent low responsive bidder was LAD Construction, LLC at $5,969,965.00. The flat rate contingency of $365,822.50 brings the total bid amount at $6,062,787.50.

I have sent the BIR form as well as the Mentor Protégé Implementation Plan to Compliance for their review as well.

Thank you.

Brenda

Brenda Faison
Bid Coordinator
Department of Procurement & Contracts
1800 Main Street, 2nd Fl #210
Columbia, SC 29201
(803) 545-3474 Office
(803) 758-1013 Fax
Brenda.Faison@columbiasc.gov<mailto:Brenda.Faison@columbiasc.gov>

City of Columbia E-Mail Address Change Notice:

The City of Columbia will be updating our e-mail address format and moving from columbiasc.net to columbiasc.gov. Please make note and update contact information accordingly.

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-056 - Rescinding Motion to Maintain Defined Dollar Benefit (DDB) for Health Coverage and 80/20 Cost Share**

PURPOSE: **First reading approval was given on October 16, 2018.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-056 Rescind DDB Motion and 80-20 cost share (PDF)

HISTORY:

10/16/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-056

Rescinding Motion to Maintain Defined Dollar Benefit (DDB) for Health Coverage and 80/20 Cost Share

WHEREAS, on June 19, 2018, the Mayor and City Council unanimously voted to maintain the Defined Dollar Benefit (DDB) for health care coverage as well as the 80/20 cost share for employees; and,

WHEREAS, by Resolution No.: R-2018-084 on August 14, 2018 the Mayor and City Council authorized the City Manager to execute a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program and authorized that all prior health care programs be rescinded in their entirety upon execution of the final agreements with PEBA; and,

WHEREAS, the Mayor and Council desire to rescind the June 5, 2018 motion to maintain the Defined Dollar Benefit (DDB) for health care coverage as well as the 80/20 cost share for employees and to proceed with entering into a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program and rescinding all prior health care programs in their entirety upon execution of the final agreements with PEBA; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2018, that the June 5, 2018 motion to maintain the Defined Dollar Benefit (DDB) for health care coverage as well as the 80/20 cost share for employees is hereby rescinded and the City will proceed with entering into a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program and rescinding all prior health care programs in their entirety upon execution of the final agreements with PEBA.

Requested by:

City Manager _____

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/28/2018
18002407

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-061 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code revised September 26, 2018**

PURPOSE: **First reading approval was given on October 16, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** 2018-061 adopt Revised CRLF Code (PDF)
- #b: Council Memo for 2018 CRLF Code Revisions Second Reading (PDF)

HISTORY:

10/16/18	**Columbia City Council**	**APPROVED ON FIRST READING**

This ordinance was approved on first reading with the understanding that it will be amended prior to second reading to reflect the changes made during today's work session discussion.

ORDINANCE NO.: 2018-061

Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised October 29, 2018

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2018, that the attached Commercial Revolving Loan Fund Code, revised October 29, 2018 is hereby adopted.

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

COMMERCIAL REVOLVING LOAN FUND

8.1 PURPOSE

The City of Columbia, through economic development projects financed by the Commercial Revolving Loan Fund, seeks to improve the number and caliber of job opportunities, as well as to retain existing jobs within the City of Columbia. The City of Columbia seeks to foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs. Additionally, the City of Columbia seeks the revitalization of commercial corridors throughout the City.

This code provision applies to all of the City of Columbia's commercial revolving loan funds, including those funds capitalized with federal, state and local dollars, unless a fund is otherwise provided for under another section of this code.

Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.2 DEFINITIONS

1. *Commercial Revolving Loan Fund Committee of the City of Columbia (CRLF Committee)*. Seven (7) member committee appointed by City Council to review and approve/disapprove loan applications

2. *CRLF*: Commercial Revolving Loan Fund

3. *CRLF Staff*. The staff of the City of Columbia

4. *Economic Development Administration (EDA)*. A department of the United States Department of Commerce providing revolving loan funds to the City of Columbia

5. *Equity*. Total grants and private dollars brought to a project by a borrower from any source other than the City of Columbia.

6. *Minority Business*. A minority-owned business is a business which reflects 51% minority ownership and in control of management decisions. Minority refers to any individual of a race other than Caucasian (white)

7. *Participating lender*. Banks and other institutional lenders who, in the regular course of business, make commercial loans

8. *Private or public commitment*. A commitment of funds needed for a project obtained from a bank, other lending institution, or legitimate private or public source

9. ~~*Private to public dollar l*~~*Leveraging ratio*. The amount of ~~private~~ dollars leveraged ~~investment~~, either through private commitment and/or a non-RLF participating lender in a project in relation to the amount of public RLF funds invested

10. *Small Business*. A small business is a start-up or expanding business which has 50 or fewer employees.

11. *Target Area*. From time to time the City may target a specific geographical area, census tract, corridor, or business type for funding. Such a designation will be considered a target area

12. *Total Project Cost*. Total direct costs incurred to carry out a project

13. *United States Department of Housing and Urban Development (HUD)*. The Federal Agency that administers the Community Development Block Grant (CDBG) and any other federal funds awarded to the City of Columbia

14. *Woman-owned business*. A business which reflects 51% female ownership and in control of management decisions is considered a women-owned business

8.3 TYPES OF LOANS

Commercial revolving loans may take the form of:

1. *Participation loans* made in conjunction with loans made by other public or private financial lending institutions, with subordination features, also known as gap financing;

2. *Commercial loans* with a minimum equity investment as determined by the funding source. (Equity investments can come from the owner, private and/or non-bank investors, grants, or other sources of equity.);

3. *Loans under $10,000* which may not require bank participation or ~~private~~ equity investment.

4. All loan types may offer special financing techniques, including moratoriums on interest and/or principal repayments for a specified period of time.

8.4 USE OF LOAN FUNDS

1. Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the staff and CRLF Committee.

2. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8. 5 ELIGIBILE APPLICANTS

1. The applicant must fit the definition of small business as defined by the City of Columbia - fifty (50) employees or less.

2. The business must be located within the corporate limits of the City of Columbia.

3. Applicants must agree to provide all information and business records requested pertaining to the loan or business during the application process or the term of the loan must be made available to the city. (Personal financial statements shall remain confidential.)

4. All principals or owners must agree to provide personal guarantees.

5. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding.

6. Minimum credit score. The City requires the applicant to have a minimum credit score of 600 to be eligible to apply for a commercial loan.

7. In order for a current loan recipient to be eligible for an additional loan, the applicant must meet the following conditions:

a. Minimum 50% equity requirement
b. Previous loan must either be paid off or have been in repayment for at least 2 years and be current with no late payments or defaults
c. Business must be in an identified target area of the City of Columbia
d. Business is unable to get all of the financing needed for the project from a private financial institution or other private source

8.6 INELIGIBLE ACTIVITIES

Commercial revolving loan funds cannot be used for the activities listed below. City staff may reject applications for ineligible activities.

1. The direct or indirect refinancing of any pre-existing debt or subsidizing interest payments on an existing loan.

2. Funds for payment, distribution, or as a loan to owners, partners or shareholders of the applicant's business, except as ordinary compensation for services rendered.

3. Acquisition of an equity position in a private business,

4. Loan guarantees (a promise by one party to assume the debt obligation of a borrower if the borrower defaults on a loan).

5. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.

6. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.

7. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.

8. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.

9. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.

10. Other activities prohibited by specific funding sources. See sections 8.18.1(c) for additional ineligible uses of EDA funds.

11. If City Staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the CRLF Committee of all applications that have been determined to be ineligible.

8. 7 FEES, INTEREST, TERMS AND LIMITS

1. Fees

Application Fee

A. A loan application fee of $100, plus identifiable direct third-party charges (credit reports,), shall be collected at time of application to defer processing expenses.

Origination Fee

A loan servicing fee of up to one percent (1%) shall be added to the cost of the CRLF loan. Fees shall be predicated on local market conditions and commensurate to risk to the CRLF.

2. Interest

A. Unless otherwise dictated by the funding source, (see sections EDA – 8.189.4; CDBG – 8.1920.54; CERF – 8.201.54) the interest rate to be charged on City of Columbia CRLF loans shall be set at one percent (1%) below the current money center prime rate quoted in the *Wall Street Journal*. This rate will change from time to time with changes in the prime rate. These changes will be reflected in the City's rate of interest on the last day of the month in which the change in prime rate occurs.

B. In no event shall the interest rate charged be less than three percent (3%) annually nor shall it be greater than the maximum interest allowed under state law. Adjustable interest rates and balloon/call provisions may be utilized.

3. Terms

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:
A. Equipment: 7 to 10 years;
B. Land and building: up to 25 years
C. Inventory: up to 3 years
D. Working Capital: up to 2 years
E. Leasehold Improvements: up to 25 years
F. All loans will have five (5) year balloon/call features

4. Limits

The city's maximum loan shall not exceed $200,000 for EDA funded loans and $100,000 for loans from all other funding sources.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

8.8 LOAN REVIEW COMMITTEE

The CRLF Committee shall consist of seven (7) members who shall assume responsibility for final approval of loan applications. The CRLF committee will be comprised of (1) one attorney with business or corporate expertise, (2) a licensed commercial contractor, (3-4) two small business persons (of which one may represent a small business development agency or a non-profit business), (5) a local bank representative, (6) a senior staff/administration member ~~n Assistant City Manager~~ with the City of Columbia and (7) the Community Development Director with the City of Columbia. Individuals for these positions will be appointed by city council for two (2) year terms. City staff/administration members on the committee must not be the direct or indirect supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:
1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. Approve/deny subordination requests that would change the City's collateral position on an active loan;
4. Approve/deny referrals for legal action on defaulted loans;
5. Review policies and procedures which apply to CRLF funds; and
6. Review quarterly portfolio reports provided by staff.

In determining whether a loan request should be approved or denied, the CRLF committee is to consider the underwriting guidelines established under Section 8.10.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

8.9 APPLICATION PROCEDURES

1. An application form and all required supporting documentation must be submitted prior to a loan request being analyzed by City staff.

2. Loan Applications must include the following to be considered complete:
   a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.

b. Personal financial statements for all principals of the business.
c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
d. If an Applicant does not have three (3) years of tax returns or financial statements, the COC shall require personal tax returns of the principals in the business
e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
f. A detailed projection of earnings for the next three (3) years must be submitted by the applicant.
g. Incorporation documentation for incorporated businesses.
h. Verification of current number of employees.

3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the CRLF committee for approval within sixty (60) days.

4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.

5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.

8.10 UNDERWRITING CRITERIA (CONSIDERATION AND REVIEW OF APPLICATIONS)

Before submitting an Application Package to the CRLF Committee, City staff will review the package for the following underwriting criteria.

1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.

2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.

3. The applicant must obtain a minimum private commitment of 10% (or higher as required by the applicable funding source-CDBG section 8.19~~20~~.3; EDA section 8.18~~9~~.3; CERF section 8.20~~1~~.3) of the total project costs, where required. City of Columbia grants cannot be used to meet an applicant's minimum equity investment.

4. Each loan must create or retain one job per $35,000 borrowed. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the business within two (2) years without public support.

5. The applicant's credit, capacity and collateral is adequate.
   a. Borrowers should have a debt coverage ratio of 1.0-1.15 and above.
   b. Applicants must show evidence of adequate and acceptable collateral sufficient to provide a legitimate secondary repayment source through the life of the loan.

      i. Collateral should have a maximum loan to value ratio of:
         (a) 50-75% for inventory, equipment and receivables and
         (b) 80% for real estate
         (c) The ratio for the loan value to the collateral needed shall be determined by staff.
      ii. The City may take a subordinate position to other lenders.
      iii. Collateral is required on all loans above $10,000. Loans under $10,000 may be approved with proper personal guarantees (and UCCs if applicable) to satisfy collateral requirements.
      iv. Any subordination agreements occurring after loan closing may be executed by City staff unless the result would change the City's position to a lesser position, in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.

6. The business data provided by the application shows the business as solvent, efficient and or profitable.

7. The applicant demonstrates adequate funding to complete the proposed improvement project.

8. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.

9. No conflicts of interest or perceived conflicts of interest exist preventing award.

10. Preference will be shown to applicants included in one or more of the following classifications:

    a. minority-owned small businesses;
    b. women-owned small-businesses;
    c. commercial and/or business activities which have a significant economic benefit;
    d. acquisition and renovation of older buildings in a target area;
    e. businesses involving new technology; and
    f. applicants with high job and private to public dollar leveraging ratios

After staff's analysis the underwriting criteria, all eligible completed Application Packages shall be submitted to the loan review committee for consideration.

8.11 LOAN CLOSING REQUIREMENTS AND MONITORING

1. Personal guarantees are required on all loans in addition to any other collateral requirements determined by the CRLF committee.
2. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
3. City staff should insure that all loans are protected through adequate insurance coverage.

   A. Key man insurance (an insurance policy taken out by a business to compensate that business for financial losses that would arise from the death or extended incapacity of an important member of the business) may be required under the following circumstances:
      1. The business is a sole proprietorship with no succession plan.
      2. The loan amount is greater than $50,000.
      3. There is no real estate used as collateral for the loan.

4. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.
5. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
6. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.

8.12 REPORTING

A semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.

8.13 DELINQUENCY AND DEFAULT

Delinquency is defined as:
A. past due – up to 30 days late,
B. seriously delinquent – from 30 to 90 days late; and
C. Default – over 90 days late.

1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.
2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:

a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure.

3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the private lenders or the city manager who may specify other possible action.

4. Property, assets, equipment, or other inventory held as collateral for the loan will become the property of the City of Columbia as compensation for the default under the loan agreement. Collateral obtained as a result of default, may be used as collateral for subsequent loans after appraised market value has been established.

8.14 LOAN SERVICING

1. Subsequent to approval and commitment, CRLF staff will coordinate loan closing with the other participating ~~private~~ lender, borrower, and closing attorney. A document file will be established by CRLF staff when the loan is booked in by accounting. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by CRLF staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained within the loan documents.

   CRLF loans will be of three (3) types with regards to servicing responsibilities:
   a. A joint loan made in concert with a private lender (lead lender) where the lead lender services the loan and periodically remits to the city its participant's share of monies collected.
   b. A separate city loan funded by CRLF and underwritten in concert with and related to the loan of the leads lender but independently evidenced and secured. In this instance, the city's loan will be serviced by the lead lender or a loan servicing agent selected by the city.
   c. All loans not serviced by the lead lender or a loan servicing agent selected by the City will be serviced by City staff.

8.15 INSPECTION OF PREMISES AND RECORDS

1. Subsequent to approval and commitment, city staff will coordinate loan closing with the private or public lender where applicable, borrower and closing attorney. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by City staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.

2. The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

8.16 PRIVACY PROTECTION POLICY

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must be secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

8.17 PORTFOLIO GOALS AND PERFORMANCE

1. The CRLF as a whole should create or retain one job per $15,000 borrowed.

2. Working capital loans shall be initially limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

3. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

4. A goal of 35% women-owned businesses participation shall also apply.

5. Loans for start-up businesses shall be limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

8.18 ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS THROUGH THE DEPARTMENT OF COMMERCE

1. Specific EDA RLF Requirements

a. Use of EDA RLF Cash Available for Lending. ~~Capital.~~ The City must use EDA RLF Cash Available for Lending ~~Capital~~ for the purpose of making loans that are consistent with an approved Revolving Loan Fund Plan (RLF) or such other purposes approved by the EDA. To ensure that grant funds are used as intended, each loan agreement must clearly state the purpose of each loan. (See 13 C.F.R. § 307.17(a).)

b. Bank Participation. This fund requires bank participation. A letter of credit must be submitted with the loan application.

c. Restriction on Use of EDA RLF Cash Available for Lending~~Capital~~. In addition to City of Columbia ineligible uses, EDA RLF Cash Available for Lending ~~Capital~~ shall not be used to:

i. Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;

ii. Enable borrowers to acquire an interest in a business, either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objective of the EDA RLF;

iii. Provide EDA RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investments unrelated to the RLF;

iv. Refinance existing debt, unless:
~~-~~(a) ~~t~~The City sufficiently documents in the loan~~s~~ documentation a "sound economic justification" for the refinancing (e.g. the refinancing will support additional capital investment intended to increase business activities); or
(b) The EDA RLF Cash Available for Lending will finance the purchase of the rights of a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an EDA RLF loan. EDA RLF funds may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an EDA RLF's costs plus a reasonable portion of the outstanding EDA RLF loan within a reasonable timeframe approved by EDA following the date of refinancing.~~.~~

2. Loan Amount. The maximum loan amount is $200,000.

3. Leverage/Commitment ~~Private Commitment~~ Requirement for each loan. EDA RLF awards cannot exceed 50% of the total project cost (a minimum of 50% of the total project cost required to be from other non-RLF sources). The EDA RLF loans ~~funded by EDA~~ require ~~encourage~~ a 2~~4~~ to-1 non-RLF ~~private to public~~ match.

4. Interest Rates. The minimum interest rate the City may charge pursuant to EDA guidelines is four (4) percentage points below the lesser of the current Money Center Prime Interest Rate quoted in the Wall Street Journal or the maximum interest rate allowable under state law. In no event shall the interest rate be less than the lesser of four (4) percentage points or seventy-five percent (75%) of the prime interest rate quoted in the Wall Street Journal.

5. Leveraging of EDA RLF Portfolio. EDA RLF loans must be used to leverage additional ~~private~~ investment of at least two dollars for every dollar of such EDA RLF loans. This

leveraging requirement applies to the EDA RLF portfolio as a whole rather than to individual loans and is effective for the duration of the EDA RLF's operation. To be classified as leveraged, additional ~~private~~ investment must be made within twelve (12) months prior to approval of an EDA RLF loan, as part of the same business development project, and may include:

a. capital invested by the borrower or others;

b. ~~F~~financing from private entities; ~~or~~

c. the non-guaranteed portion and ninety (90) percent of the guaranteed portions ~~of US Small Business Administration's 7 (a) loans and 504 Debenture loans.~~ of any Federal loan; or

d. loans from other state and local lending programs.

Private investments shall not include accrued equity in a borrower's assets.

6. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

8.19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

The City of Columbia may from time to time allocate additional Community Development Block Grant (CDBG) dollars for revolving loan fund use.

1. Specific CDBG requirements

A. Eligible activity: All projects must be an eligible activity per HUD regulations (Title 24 Section 570.201-202). Examples of eligible activities include, but are not limited to: acquisition, code enforcement, commercial rehabilitation, technical assistance, planning, micro-enterprise development, and special economic development.

B. National Objective: All projects must also meet one of HUD's national objectives: (a) benefit to low/moderate income persons, (b) eliminate/prevent slum or blight, or (c) urgent community need. If a project is located within a designated empowerment zone or eligible census tract there is a presumption of meeting the low/moderate income benefit standard.

C. Public Benefit: If a project is designated as special economic development, in addition to being an eligible activity meeting a national objective, it must also meet HUD's public benefit standards.

2. The maximum loan amount shall be $100,000. The CRLF committee may adjust this limit in keeping with the requirements of the funding source.

3. A minimum equity investment of 10% by the borrower is required.

4. Interest Rate: See Section 8.7(2).

8.20 COLUMBIA ECONOMIC RENAISSANCE FUND (CERF).

1. Specific CERF requirements: This fund is capitalized with general fund dollars. Bank participation is not required; however, it is encouraged.

A. Eligible applicants and uses: Developers, including City of Columbia development corporations and businesses owners are eligible to apply for funding based on the eligible activities listed below:

i. Developers and development corporations: property acquisition and pre-construction costs.

ii. Business owners: property acquisition, construction, business expansion, and other activities related to economic development.

2. The maximum loan shall be $100,000 for any one project. However, the CRLF committee may adjust this limit based on available funding.

3. A minimum equity investment of 10% by the borrower is required.

4. Interest Rate: See Section 8.7(2).

A. Loans may have an interest only component.

5. Development and rehabilitation projects must be complete within two (2) years of closing.

8.21 CONFLICT OF INTEREST

1. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.

2. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.

3. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.

a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.

b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict

c. When a conflict of interest or perceived conflict of interest arises, the commercial revolving loan committee may not loan funds to an interested party.

d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.

e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.

4. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.

5. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.

We Are Columbia

Office of Business Opportunities
1225 Lady Street, Columbia, South Carolina 29201 • Phone: 803-545-3950 • Fax: 803-255-8912

To: Erika Moore, City Clerk, CMC
Office of the City Clerk

From: Melissa L. Lindler, Director
Office of Business Opportunities

CC: Missy Gentry, Assistant City Manager

Date: October 29, 2018

Re: Proposed Changes to the Commercial Revolving Loan Fund (CRLF) Code
(Second Reading - Includes requested changes made during COC City Council Work Session on 10/16/18 – those changes are highlighted)

The following revisions are proposed for consideration by City Council to the Commercial Revolving Loan Fund (CRLF) Code. These revisions are proposed based on amendments that were made to the Economic Development Administration (EDA) regulations this year. Additionally, there is a proposed revision to allow more flexibility in the CRLF Committee appointments made by City Council.

Section 8.3.3
Remove reference to "private" to reflect EDA amended regulations to expand the list of federal, state, or local loan sources that can be leveraged to meet the 2:1 leverage requirement.

Section 8.7.2
Minor corrections made to section references for EDA, Community Development Block Grant (CDBG), and Community Economic Renaissance Fund (CERF).

Section 8.8
Remove "Assistant City Manager" and replace it with a "senior staff/administration member" to allow more flexibility by Council in appointments to the CRLF Committee.

Section 8.10.3
Minor corrections made to section references for EDA, Community Development Block Grant (CDBG), and Community Economic Renaissance Fund (CERF).

Section 8.13 (c/4)
Add language to indicate that once a loan recipient has defaulted on a loan agreement, collateral used to secure the loan becomes the property of the City of Columbia and can be used as collateral for subsequent loans after appraised market value has been established.

Section 8.14
Remove reference to "private" and replace with "other participating" lender in accordance with EDA amended regulations to expand the list of sources that can be leveraged to meet the 2:1 leverage requirement.

Section 8.15.1
Add "or public" in accordance with EDA amended regulations to include any federal, state, or local sources of loans when combined with an EDA loan to meet the 2:1 leverage requirement.

Section 8.18.1(a)
Replace RLF "Capital" with RLF "Cash Available for Lending" in accordance with EDA amended regulations.

Section 8.18.1(c/iv)
Add language in accordance with EDA amended regulations that RLF cash used to buy out the first position in a loan must receive EDA approval before taking such action within a reasonable timeframe as approved by EDA.

Section 8.18.3
Remove private and add the word "leverage" and additional language in accordance with EDA amended regulations to expand the list of sources that can be leveraged to meet the 2:1 leverage requirement.

Section 8.18.5
Remove the word private and add language in accordance with EDA amended regulations to expand the list of leverage sources to include any federal, state, or local sources of loans when combined with an EDA loan to meet the 2:1 leverage requirement.

Add language in accordance with EDA regulations that "private investments shall not include accrued equity in a borrower's assets."

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-062 - Authorizing the City Manager to execute a Deed and any other documents necessary to consummate the transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree**

PURPOSE: **First reading approval was given on October 16, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-062 transfer unopened portion of Steadham Avenue (PDF)

HISTORY:

10/16/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-062

Authorizing the City Manager execute a Deed and any other documents necessary to consummate the transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree

WHEREAS, Resolution No.: R-2018-057, enacted by the Mayor and City Council on May 19, 2018, requested public input regarding the request of Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree to permanently close to vehicular traffic and transfer to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree an unopened portion of City right-of-way of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 as shown on a plat prepared for Nancy J. Oree by Ben Whetstone Associates dated December 8, 2016 a copy of which are attached hereto as Exhibit "A"; and,

WHEREAS, having received no public input against the request to transfer said property, the Mayor and City Council desire to authorize the City Manager to execute a Deed and any other documents necessary to consummate the transfer of the unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree ; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018 that the City Manager is hereby authorized to execute a Deed and any other documents necessary and approved by the City Attorney to consummate the transfer of the unopened portion of City right-of-way of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree.

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

ATTEST:

Approved as to form:

_____
Senior Assistant City Attorney

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/26/2018
18002241

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2018-057

Public Input on Closing and Transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree has requested the permanent closing and transfer of an unopened portion of City right-of-way of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 as shown on a plat prepared for Nancy J. Oree by Ben Whetstone Associates dated December 8, 2016 and a copy of which is attached hereto as Exhibit "A",; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 19th day of June, 2018, that pursuant to R-2014-053, the City desires to receive public input regarding the request of the Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree to permanently close to vehicular traffic and transfer to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree an unopened portion of City right-of-way of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 as shown on a plat prepared for Nancy J. Oree by Ben Whetstone Associates dated December 8, 2016 and a copy of which is attached hereto as Exhibit "A",,;

Requested by:

Assistant City Manager Shealy

Approved by:

Teresa Wilson

City Manager

Approved as to form:

City Attorney

Mayor

ATTEST:

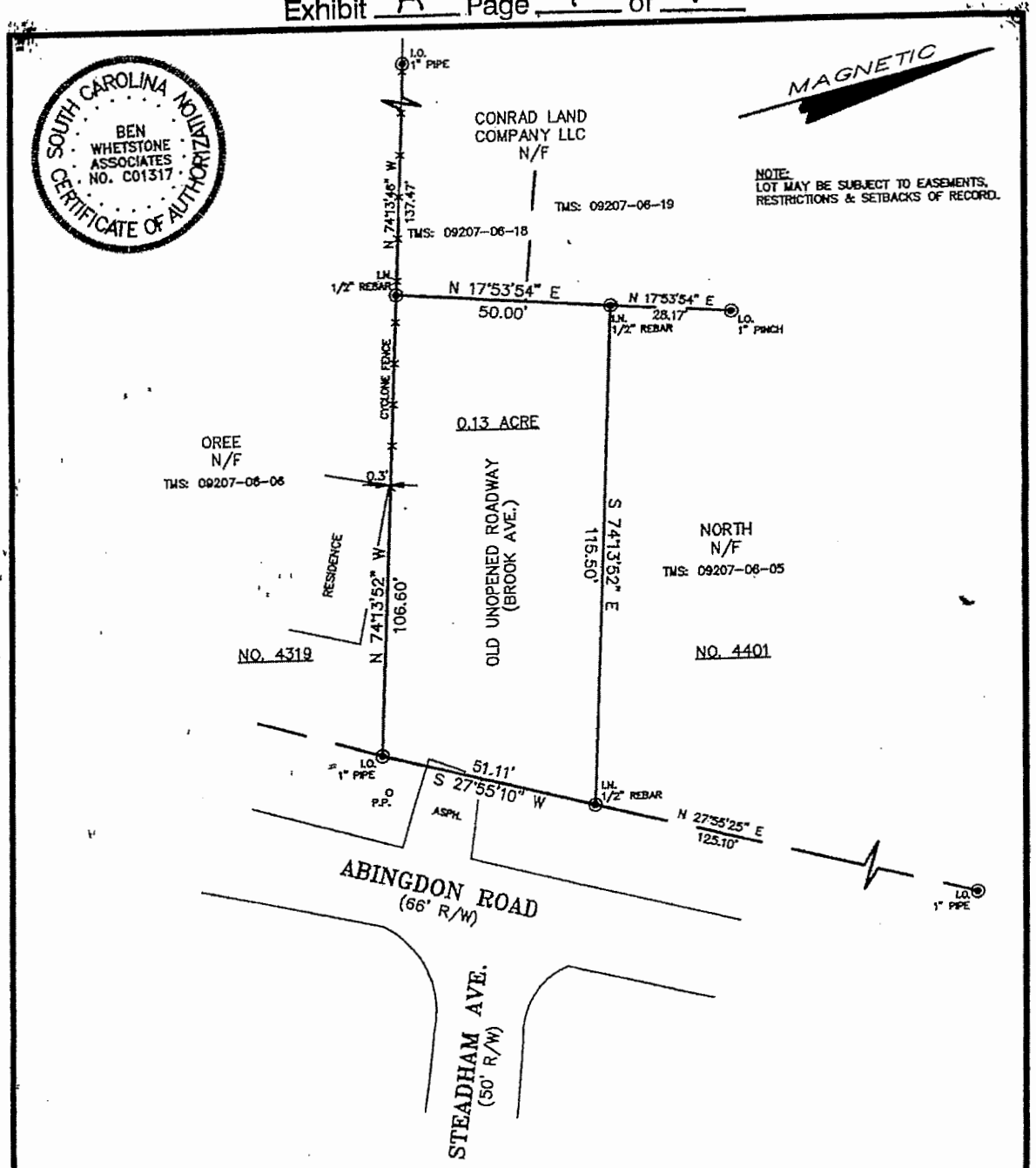
Erika D. Maew

City Clerk

Introduced: 6/19/2018
Final Reading: 6/19/2018

Last revised: 5/29/2018
17090765

Exhibit A Page 1 of 1



LOT IN COLUMBIA, (ORIGINALLY TOWN OF EAU CLAIRE), IN RICHLAND COUNTY, S.C.; SHOWN ON TMS: 09207-06

REFERENCES: RECORD BOOK 204, PAGE 300
PLAT BOOK "P", PAGE 104
PLAT BOOK 6, PAGE 374

PLAT PREPARED FOR

NANCY J. OREE

BEN WHETSTONE ASSOCIATES
1321 AUGUSTA ROAD
WEST COLUMBIA, S.C. 29169
PHONE (803) 791-8467

DECEMBER 8, 2016
SCALE: 1" = 30'

0' 15' 30' 60'

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JOB NO. 10-16-004W

Benjamin H. Whetstone
BENJAMIN H. WHETSTONE, R.L.S.
S.C. REGISTRATION NUMBER #2904

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-101 - Authorizing consumption of beer and wine only at the Five Points Fountain for A Starry Night on Friday, December 7, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-101 A Starry Night (Dec 7) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-101

Authorizing consumption of beer and wine only at the Five Points Fountain for A Starry Night on Friday, December 7, 2018

WHEREAS, the Five Points Association is sponsoring A Starry Night on Friday, December 7, 2018 on Saluda Avenue at the fountain plaza; and,

WHEREAS, the Association has requested permission for the temporary closing and use of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street from 3:00 p.m. until 11:00 p.m., for preparation of the area for an outdoor event to be held during the hours of 4:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages at the event during the hours of 4:00 p.m. and 9:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this __ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 4:00 p.m. and 9:30 p.m. on Friday, December 7, 2018, on Saluda Avenue at the fountain plaza; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages 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, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, 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, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles and breakable glasses and/or cups shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 1998 Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, Saluda Avenue between the fountain plaza and Starbuck's building at 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 alcoholic beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in provided by vendors within the areas designated.

LEGAL DEPARTMENT DRAFT

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, December 7, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule any of the event dates for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last Revised: 10/5/2018
18002336

DATE OF REQUEST	10/4/2018
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Five Points Association / Amy Beth Franks
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	A Starry Night
DATE(S) OF EVENTS: (monthly can be on one request)	December 7, 2018
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.)	Rain or shine event
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Saluda Avenue - between the fountain and the building with Starbucks (same location as Five After Five)
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)	4pm - 10pm
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	3pm - ~~10~~ 11pm by email 10/5/18
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	4pm - ~~8:30~~ 10:00pm
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.)*	4pm - 9:30pm ✓

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

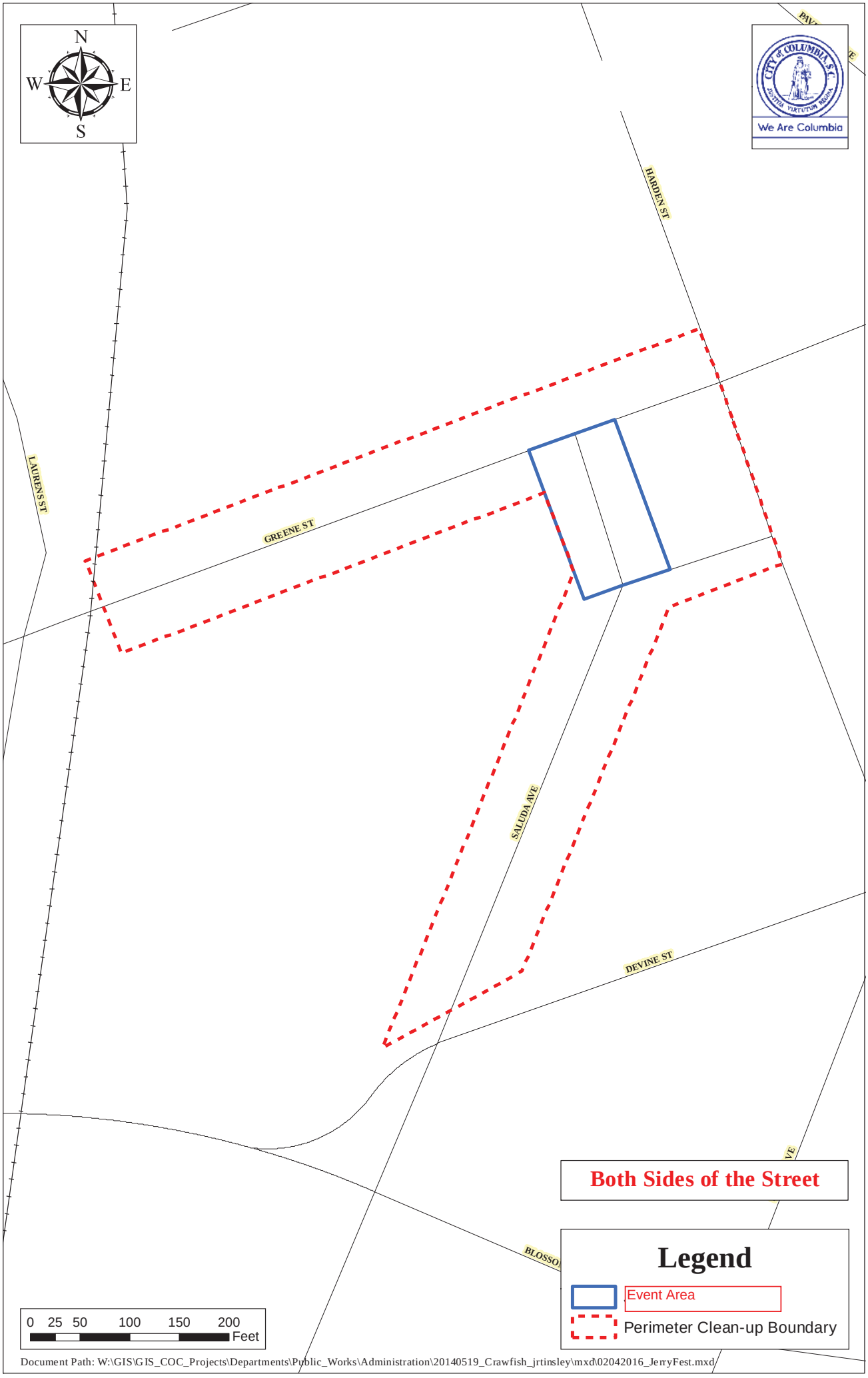
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

R 2018-10
18002336



Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\02042016_JerryFest.mxd

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-102 - Authorizing consumption of beer and wine only at the Devine Night Out on Thursday, November 8, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-102 Devine Night Out (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-102

Authorizing consumption of beer and wine beverages only at the Devine Night Out on Thursday, November 8, 2018

WHEREAS, the Devine Street Association ("Sponsor") is sponsoring a Devine Night Out on Thursday, November 8, 2018 in the 2300 through 3200 blocks of Devine Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 3:00 p.m. until 11:00 p.m. of the 2700 block of Devine Street between Woodrow Street and Maple Street, excluding the intersections and a portion of the 2800 block of Devine Street adjacent to Henry's Restaurant and Bar between Maple Street and Holly Street, excluding the intersections, for set up, clean up, for crowd control and overflow, and staging of the event, to be held on Thursday, November 8, 2018 from 6:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. and 9:30 p.m. on Thursday, November 8, 2018; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Thursday, November 8, 2018; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, 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 all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that during the designated time the 2300 through 3200 blocks of Devine Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Thursday, November 8, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 10/18/2018
18002502

DATE OF REQUEST	10/17/18
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Devine Street Association Jennifer Suber, Marketing Coodinator 803-608-6161 jennifer@yourevetstaff.com
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Devine Night Out
DATE(S) OF EVENTS: (monthly can be on one request)	11/8/18
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.)	None - will happen rain or shine
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	2300 block of Devine Street to the 3200 block of Devine Street
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Devine Street from Woodrow to Maple Street (with both Woodrow and Maple open for traffic AND only in front of 2865 Devine Street (which is Henry's Restaurant & Bar - where we are having our official After Party)
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	3pm to 10pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	6pm to 10pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	6:00pm to 9:30pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

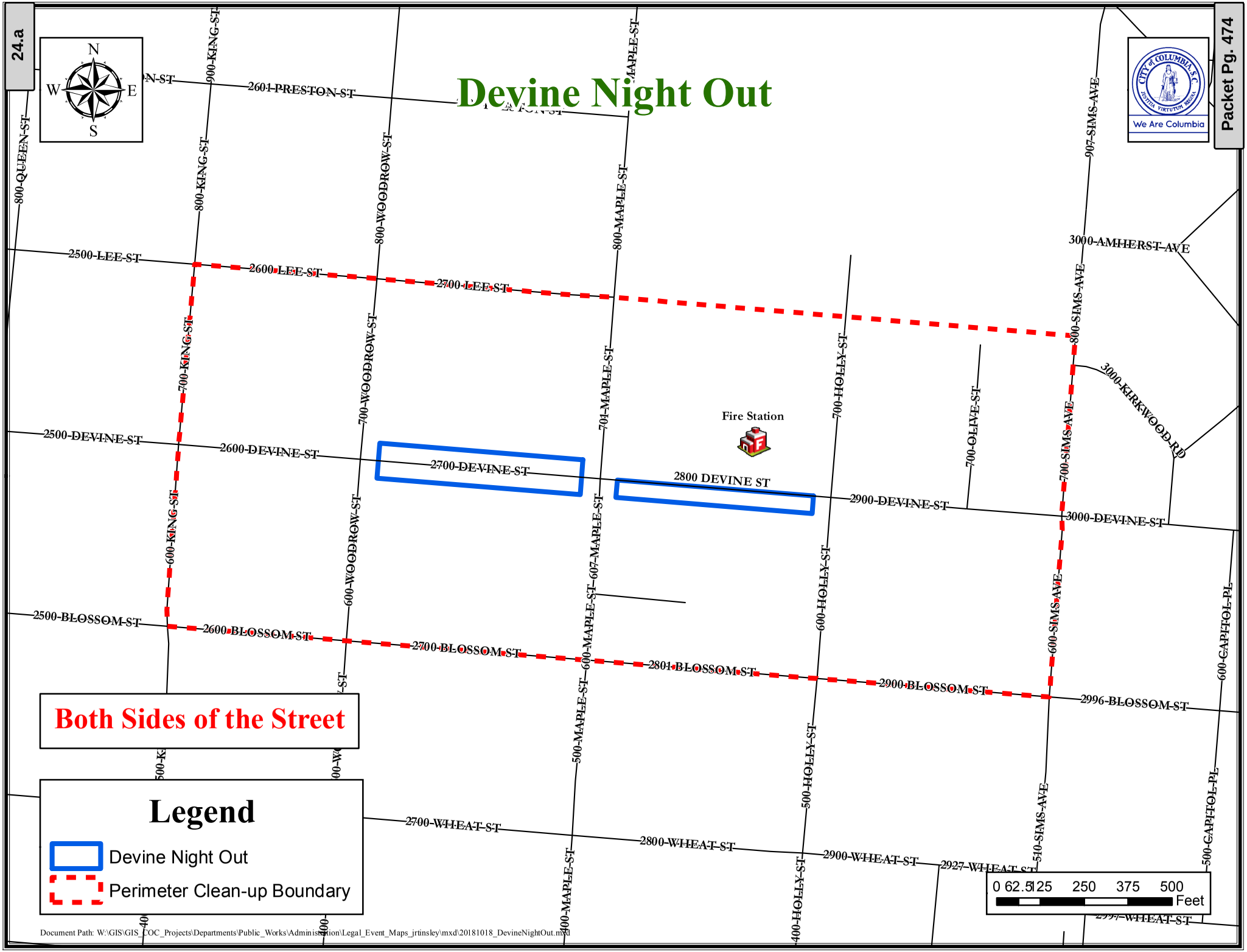
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

R-2018-102
18002

Devine Night Out



We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Public & Media Relations**

FROM: ***Leshia Utsey, Director***

SUBJECT: **City LIGHTs Employee Recognition - Ms. Teresa Wilson, City Manager**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

City Manager Employee Recognition Program recognizes Firefighters involved in off duty CPR efforts

ATTACHMENTS:

- **#a:** Press Release - 1112018 CITY COUNCIL TO RECOGNIZE FIREFIGHTERS (PDF)

Columbia Fire Department

Chief Aubrey D. Jenkins
1800 Laurel Street / Columbia, SC 29201
(803) 545-3700

For Immediate Release
November 1, 2018

Columbia firefighters to be honored by city for saving Richland Two student athlete

Fire Chief Aubrey D. Jenkins is proud to announce that 11 firefighters who had a role in saving the life of Richland Northeast High School QB Josh Boyd will be formally recognized by the Columbia City Council.

Each firefighter will receive a certificate of recognition on November 6, 2018 at 6 p.m. when the council convenes for its next meeting.

“It is a true honor to have the leaders of our city congratulate our firefighters on the work they did,” Chief Jenkins said, “the quick and efficient actions of these 11 firefighters, who were off duty when Josh Boyd collapsed, demonstrated that our staff is always ready to assist the public in a time of need. Each of them holds the true abilities of what it means to be a firefighter for Columbia and Richland County.”

The firefighters to be honored were reportedly playing a pickup game of basketball with Boyd and his friends at an area gym on October 10, 2018.
During the game witnesses say the teen suddenly collapsed and was exhibiting signs of what appeared to be a seizure. At one point Boyd stopped breathing and the firefighters began to perform CPR.

They did succeed in getting Boyd to breathe again by the time help arrived on scene.

Following a major surgery and days of treatment the teen was released from hospital care and has since made a full recovery.

The firefighters to be formally recognized on November 6, 2018 are:

Fire Captain Kareem Spain

Engineer Arthur Mitchell

Senior Firefighter Jonathan Dukes

Senior Firefighter Stephan Sims-King

Firefighter Kiah Thomas

Firefighter Kiante Curenton

Firefighter Caleb McLaughlin

Firefighter Marcus Pee

Firefighter Andrew McClaine III

Firefighter Sadarius Thomas

Firefighter Len K. Stokes Jr.

CFD's Second Shift Engine 14 crew will also be present at the meeting for their work responding to the gym and getting Josh Boyd to an area hospital.

WHAT: CFD Firefighters to be Honored by Columbia City Council

WHEN: Tuesday November 6, 2018 at 6 p.m.

WHERE: Council Chamber, Columbia City Hall
1737 Main Street
Columbia, SC 29201

QUESTIONS: Contact PIO Mike DeSumma at (803)413-8555 or michael.desumma@columbiasc.gov

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Columbia Police Department**

FROM: ***William Holbrook, Police Chief***

SUBJECT: **Recognition of Police Chief William "Skip" Holbrook as the 2018 Strom Thurmond Award for Excellence in Law Enforcement Recipient - Ms. Teresa Wilson, City Manager**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

Recognizing Chief William H. Holbrook as a recipient of the 2018 Strom Thurmond Award for Excellence in Law Enforcement.

ATTACHMENTS:

- **#a:** ChiefHolbrook - Award for Excellence (PDF)

Columbia Police Department
PRESS RELEASE

www.ColumbiaPD.net 1 Justice Square, Columbia, SC 29201

FOR IMMEDIATE RELEASE
Date: October 26, 2018
Contact: Public Information Office 803-545-4251 | Jennifer Timmons | Jennifer.Timmons@columbiasc.gov

Chief Holbrook Receives 2018 *Strom Thurmond Award for Excellence in Law Enforcement*

In partnership with the United States Attorney's Office's (District of South Carolina) Law Enforcement Coordinating Committee, the South Carolina Law Enforcement Officers' Association (SCLEOA), and the Strom Thurmond Foundation, the Columbia Police Department (CPD) announces that Chief Skip Holbrook is the humble recipient of the ***2018 Strom Thurmond Award for Excellence in Law Enforcement.***

Chief Holbrook was given the honor at the Fort Jackson Officers' Club at Fort Jackson this afternoon.

The Strom Thurmond Award for Excellence in Law Enforcement was established by Senator Strom Thurmond in 1983 to recognize law enforcement officers whose performances demonstrate the highest ideals of excellence in professional law enforcement.

An annual award is given in each of four categories: (1) City Officer; (2) County Officer; (3) State Officer; and (4) Federal Officer.

Chief Holbrook was nominated by his peers and colleagues for his leadership, integrity and achievements at CPD.

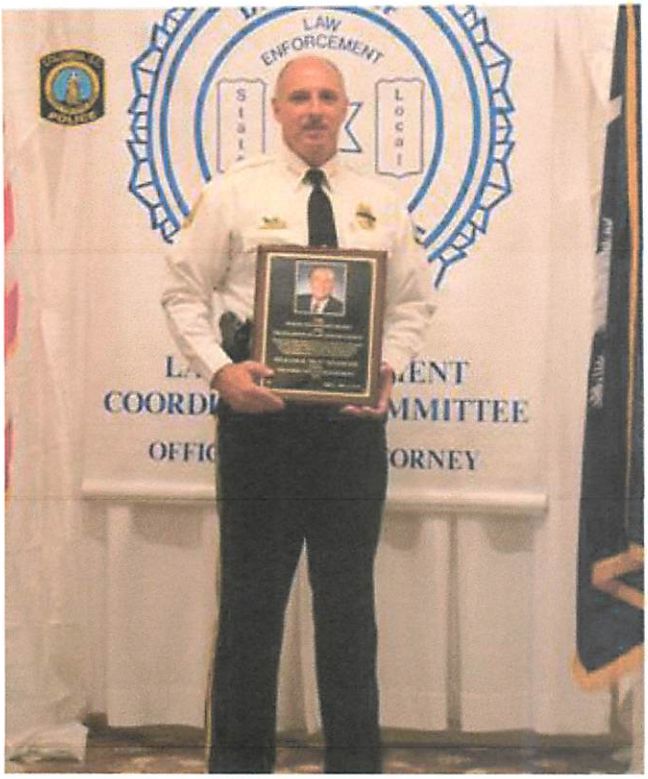
As Columbia City Manager Teresa Wilson noted, *"Chief Holbrook's commitment to the community is extraordinary and has made a tremendous impact in improving the communications between our police force and the community. Chief is the standard bearer of honor and civility."*

Since Chief was sworn in as Columbia Police Chief on April 11, 2014, he has implemented several organizational land operational reforms which have been recognized by the United States Department of Justice (USDOJ) for 21st Century Policing efforts to include:

- **Advancing 21st Century Policing Project** – CPD was one of fifteen law enforcement agencies in the country to serve as a positive example of effective ways to produce a "how to" manual for other police agencies that will include best practices, lessons learned and case studies of the participating agencies.
- **CALEA Accreditation** –CPD received its Advanced Accreditation for Law Enforcement confirming that our policies and procedures meet national standards.
- **Front Porch Roll Calls** – when police squads host pre-shift rolls calls in communities.

- **Public Command Staff Meeting** – question and answer structured meetings to provide citizens with a front row seat to the inner workings of the CPD and discuss crime trends and crime prevention.
- **Ice Cream Truck** – provides free ice cream in neighborhoods to enhance the relationship between officers and citizens.
- **Citizen Advisory Council** – comprised of ten (10) members of the professional community who work to review CPD policies and procedures to strengthen relationships and build trust within the community.
- **The SCLEOA SCANA Award for Excellence in Law Enforcement** - The award recognizes the efforts, innovative service to the community, efficiency and results of CPD during the past year.
- **Body-Worn Cameras for CPD Officers** – requiring officers to wear BWCs while on duty and during calls for service response to provide transparency, accountability and honesty of officers.
- **Beyond the Badge Program** – when newly hired officers spend their first week on duty working with community service organizations to assist citizens.
- **Tactical First Aid Kits** – issued to all uniformed officers to assist injured officers or citizens during calls for service.

Major Frank O'Neal with the SC Law Enforcement Division (SLED) also nominated Chief for the award and says, *"Chief leads from the front as is evident from his presence at any major event in the Columbia area. He is always looking to work with other agencies for the common good, while not worrying about who gets credit when there is success. His ability and work ethic are standards that all officers should try to parallel."*



Chief Holbrook with City Manager Teresa Wilson

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We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Human Resources**

FROM: ***Pam Benjamin,***

SUBJECT: **Recognition of Mr. Demetrius Rumph as a 2018 Safety Professional of the Year Award Recipient - Ms. Pamela Benjamin, CPM Chief of Staff / Director of Human Resources**

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** prbenjamin_10-12-2018_11-41-52_1 (PDF)

J. J. Keller
& Associates, Inc.

3003 W. Breezewood Lane, P.O. Box 368
Neenah, Wisconsin 54957-0368
(920) 722-2848
http://www.jjkeller.com

"Publishing & Services"

October 1, 2018

Pamela R. Benjamin, CPM
Chief of Staff/Director of Human Resources
City Administration
1225 Lady Street
Columbia, SC 29201

Dear Ms. Benjamin:

2018 Safety Professional of the Year Award

It is my pleasure to inform you that **H. Demetrius Rumph, Director of Safety and Risk Management for the City of Columbia,** has been selected as the third-place winner of the 2018 Safety Professional of the Year (SPOTY) Award, presented by J. J. Keller & Associates, Inc. and our Keller*Online*® service. He was chosen as the third-place award winner out of nearly 100 safety professionals who submitted entries for this safety award.

Mr. Rumph is being recognized for his dedication to safety. In his application, he explained how his efforts to engage employees at the City of Columbia in the safety process have drastically reduced Workers Compensation costs, a main safety objective for 2018. As a 20-year veteran in his field, Mr. Rumph's dedication to safety is quite commendable.

As the third-place winner of the 2018 SPOTY Award, Mr. Rumph will receive a free one-year subscription to Keller*Online*, a plaque, and a certificate.

We are sure you are proud and find Mr. Rumph to be an asset to your organization. At J. J. Keller, we are equally proud to assist dedicated professionals like him in carrying out the most important job of all – safety.

Sincerely,

Rustin Keller
President & CEO

RECEIVED
OCT 05 2018
HR/EMPLOYMENT

cc: H. Demetrius Rumph, Director of Safety and Risk Management – City of Columbia

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Office of the Mayor**

FROM: ***Stephen Benjamin, Mayor***

SUBJECT: **Epilepsy Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** epilepsy month 2018 proc (DOC)

City of Columbia
A Proclamation of Epilepsy Awareness Month

WHEREAS, epilepsy is a central nervous system (neurological) disorder in which brain activity becomes abnormal, causing seizures or periods of unusual behavior, sensations and sometimes loss of awareness; and

WHEREAS, epilepsy has several major symptoms including temporary confusion, a staring spell, uncontrollable jerking movements of the arms and legs, loss of consciousness or awareness and psychic symptoms such as fear, anxiety or déjà vu; and

WHEREAS, though there is presently no cure for this disease, medications are available to help manage the symptoms; and

WHEREAS, research efforts continue to work to find the cause of and possible cure for epilepsy and are contributing to the development of improved treatment options that can help enhance the quality of life for those affected by epilepsy until the day a cure is found; and

WHEREAS, Hardy Handz Foundation is the only organization in the state that works to be a catalyst for positive change in awareness of epilepsy, driven by the ideals of support, empowerment and progress while holding strong to faith through advocating, educating and supporting; and

WHEREAS, the City of Columbia recognizes the importance of heightening the community's awareness of epilepsy and the treatments available to those who need it.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the Great City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim November 2018 as

Epilepsy Awareness Month

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

_____
Stephen K. Benjamin
Mayor

_____
Sam Davis
District I, Council Member

_____
Tameika Isaac Devine
At-Large, Council Member

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

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

_____
Daniel Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **MyColumbiaSC App Launch - Mr. Clint Shealy, Assistant City Manager for Columbia Water**

FINANCIAL IMPACT:

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

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-063 - Authorizing the City Manager to execute a Sign Location Lease between the City of Columbia and The Lamar Companies for lease of 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** 2018-063 Lamar Companies 207 Gervais Sign Location Lease (PDF)

ORDINANCE NO.: 2018-063

Authorizing the City Manager to execute a Sign Location Lease between the City of Columbia and The Lamar Companies for lease of 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018 that the City Manager is hereby authorized to execute the attached Sign Location Lease, or on a form approved by the City Attorney, between the City of Columbia and The Lamar Companies for lease of the property known as 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

ATTEST:

Approved as to form:

_____
Senior Assistant City Attorney

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/27/2018
18001975

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
) SIGN LOCATION LEASE
COUNTY OF RICHLAND) (Ordinance No.: 2018-063)

THIS LEASE AGREEMENT, made by and between the CITY OF COLUMBIA (hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides:

WITNESSETH:

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Richland, State of South Carolina, more particularly described as:

207 Gervais St. @ Canal
TMS #07314-02-05

1. This Lease shall be a month-to-month lease to begin on the first day of each month. Said lease shall automatically renew until or unless the lease is terminated by either party. Termination period shall begin 180 days after written notice is provided by either party of the termination. The LESSEE shall have a 90-day Removal Period of which to remove the billboard and all related structures following the end of the termination period. The LESSEE shall continue to compensate the LESSOR during the termination period and removal period until such time the billboard and all support structures have been removed from the site.

a. The LESSEE shall not be allowed to modify advertisements during the Removal Period unless written approval to do so is requested to and granted by the LESSOR. During the Removal Period, if LESSEE establishes the need to modify the advertisement on the signage due to maintenance needs of the existing advertisement or a change in the actual advertisement, LESSEE must submit a written request to the LESSOR outlining the reason for the request and acknowledging the time limitations that would exist for any new or replacement signage to be in place. The LESSOR will have 10 business days to respond to the written request. If after 10 business days, there is no response, the LESSEE may proceed with the modifications as planned but will still be required to adhere to the limits of the Removal Period with regards to complete removal of the signage and support structures from the site. The written request for the approval to modify shall be made to the City Manager with copies being provided to the Assistant City Manager responsible for development activities and the Planning and Development Services Director. A copy of this lease shall be attached to the written request.

2. LESSEE shall pay to LESSOR an annual rental of Six Thousand and No/100 ($6,000.00) Dollars, payable monthly in advance in equal installments of Five Hundred Dollars ($500.00) Dollars each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent

or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third party without the written consent of LESSEE.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the

premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, LESSOR authorizes and appoints LESSEE as LESSOR's agent, representative, and attorney in fact for the limited purpose of executing on behalf of LESSOR such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

11. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company and approved by ordinance of the City Council of the City of Columbia.

WITNESSES AS TO LESSEE:

_____

_____

THE LAMAR COMPANIES, LESSEE:

BY: _____

ITS: Vice-President President/General Manager

Date: _____
Telephone Number 803-235-2627
Address: 1221 Atlas Road, Columbia SC 29209

WITNESSES AS TO LESSOR:

_____

_____

CITY OF COLUMBIA, LESSOR:

BY: _____
Teresa B. Wilson

ITS: City Manager

Date: _____
Telephone Number: 803-545-3000
Address: PO Box 147, Columbia, SC 29217

APPROVED AS TO FORM

Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-065 - Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding $8,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto**

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** 2018-065 Equipment Lease Purchase Agreement not exceeding $8,000,000 (PDF)

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ORDINANCE NO.: 2018-065

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING $8,000,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO

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.

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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 $8,000,000. 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 City 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:

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(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 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 Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) 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.

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Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

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This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ____ day of _____, 2018.

CITY OF COLUMBIA, SOUTH CAROLINA

_____
Mayor

(SEAL)

ATTEST:

_____
Clerk

Date of First Reading: _____, 2018
Date of Second Reading: _____, 2018

[Signature page]

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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 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.

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EXHIBIT B

Form of Request for Proposals

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REQUEST FOR PROPOSALS

City of Columbia, South Carolina
Equipment Lease-Purchase Financing, 2018

Response Due: _____ ____, 2018
12:00 Noon, South Carolina Time
Proposals by facsimile: 803.545.3051

NOT BANK QUALIFIED

The City of Columbia, South Carolina (the "City"), is requesting proposals from various banks and financial institutions for a not exceeding $8,000,000 tax-exempt 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.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2018 Equipment Lease Purchase" and should be mailed or delivered to:

Jeffery M. Palen
Assistant City Manager for Finance
and Economic Services
City of Columbia
1737 Main Street
Columbia, SC 29201

E-Mail Proposals: Electronic proposals may be e-mailed to the attention of Mr. Jeffery M. Palen, City Manager, at jmpalen@columbiasc.net, with a copy to Michael J. Seezen, Special Counsel, at mseezen@mcnair.net.

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 proposals as well as negotiate with the lowest responsible bidder.

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I. Terms and Conditions

(a) Amount to be Financed: Not exceeding $8,000,000. The City retains the option to reduce the total amount to be financed by up to 10%. 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: 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 _____, 2018, or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity.

Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months.

(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 (expected to be on or about _____ ____, 2018). The fixed rate shall be a single rate of interest per annum which the Lease Agreement (as defined herein) is to bear until maturity or prior redemption and should be expressed as a percentage interest rate of one one-hundredth ($1/100^{th}$) of a percent. **Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the bidder's capital requirements or cost of capital, or for any other reason, will be rejected.**

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(e) Equipment/Form of Equipment Lease-Purchase Agreement: See attached Exhibit A for a description of the equipment proposed to be financed. The successful bidder's proposed form of lease 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. 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, up to twenty-four (24) months following the execution of the financing. 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.

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(k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel 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 will be treated as additional interest for purposes of evaluating bids. 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 _____ ____, 2018, and close the transaction on _____ ___, 2018.

(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 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.

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.

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(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 penalties or limitations, additional credit or underwriting approval, 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 _____ ___, 2018.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., 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.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations.

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

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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 requested to execute a letter to the City in substantially the form submitted with this Request for Proposals.

VII. Additional Information. If you should have any questions regarding the Request for Proposals, you should contact:

Jeffery M. Palen
Assistant City Manager for Finance
and Economic Services
Phone: 803.545.3026
E-Mail: jmpalen@columbiasc.net

Michael J. Seezen, Esq.
McNair Law Firm, P.A.
Phone: 803.753.3257
E-Mail: mseezen@mcnair.net

Bidders are encouraged to submit any questions or requests for further information to the City at least two days prior to the date proposals are due (_____ ___, 2018), 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

_____ ___, 2018

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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 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.

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-090 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed for Rental Mixed-Income Housing Projects**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-090 Affordable Rental Mixed-Income Housing Projects Policy (PDF)

RESOLUTION NO.: R-2018-090

Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed for Rental Mixed-Income Housing Projects

WHEREAS, Columbia City Council desires to provide incentives for Affordable and Workforce Housing Developments within the corporate limits that will help address the Affordable Housing Shortage that currently exists; and,

WHEREAS, Affordable Housing for rental will serve families with household income at or below 80% Area Median Income (AMI) as defined by the US Department of Housing and Urban Development (HUD) annually and adjusted by the City of Columbia Community Development Department; and,

WHEREAS, Workforce Housing for rental will serve families with household incomes at eighty-one (81%) percent but not to exceed one hundred twenty (120%) percent of the AMI as defined by HUD annually and adjusted by the City of Columbia Community Development Department; and,

WHEREAS, City of Columbia 2015-2019 Consolidated Plan indicated there were 11,069 renters that pay thirty (30%) percent of their income in housing cost and defined by HUD as being cost burdened, and,

WHEREAS, the Columbia Housing Authority received over 23,266 applications in twenty-seven (27) hours for its Section 8 program in July 2017; and,

WHEREAS, there is an affordable housing shortage in Columbia; and,

WHEREAS, Columbia City Council desires to facilitate the addition of 1,000 affordable housing units in the city over a five (5) year period; and,

WHEREAS, Columbia City Council desires to incentivize projects designed and developed for a blended income target market, and,

WHEREAS, the City of Columbia desires to promote mixed-income housing to reduce concentration of low-income housing in targeted neighborhoods. Concentration is defined as the existence of housing problems, low-income households, or ethnic/racial minorities in a Census Tract at a rate of ten (10%) percent or higher than the City as a whole; and,

WHEREAS, affordable rents shall be an amount equal to thirty (30%) percent of an Affordable eighty (80%) percent or Workforce Housing one hundred twenty (120%) percent household AMI. Affordable rent is the high HOME rent as published annually by HUD and adjusted by the City of Columbia Community Development Department; and,

WHEREAS, the City of Columbia desires to adopt criteria in order to determine when it is appropriate to include a real property or real properties located within the corporate limits of the City

of Columbia in a Multi-County Industrial Park in order for the development to quality for Richland County's Special Source Revenue Credit Incentive; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the following criteria are hereby adopted in order for Columbia City Council to determine when it is appropriate to include a real property or real properties developed as affordable rental housing projects located within the corporate limits of the City of Columbia in a Multi-County Industrial Park in order for the development to qualify for Richland County's Special Source Revenue Credit Incentive:

1. A minimum private investment of Eight Million and No/100 ($8,000,000) Dollars in total project costs (land acquisition and construction) as allowed by Richland County and City of Columbia with no use of JEDA funds;

2. The project shall be mixed-income. A minimum of twenty-five (25%) percent of the total number of proposed residential units in the development shall be affordable to household incomes less than eighty (80%) percent of the area median income (AMI) (chart attached for reference). In no case shall more than seventy-five (75%) of the proposed residential units be targeted for incomes less than eighty (80%) percent of the area median income (AMI). Affordability calculations for rental projects shall include all ancillary fees to include parking, application, association fees and any charges for amenities. To achieve the required AMI, income averaging for designated units may be used as specified in the ordinance adopting the incentive for each project.

3. The period of affordability shall be no less than eighteen (18) years, which shall be the subject of deed restrictions and evidence of compliance shall be verified annually to the City no later than June 30th of each calendar year. Compliance documentation requirements, both initial and ongoing, shall be established by and included in the ordinance certifying the project for the incentive.

4. The project must be completed within three (3) years of City Council approval of the ordinance certifying the project.

5. Affordable units shall be dispersed throughout the development and shall be comparable in size, number of bedrooms, materials and parking to dwelling units in the development in which they are located. Exteriors of affordable units shall be consistent with and indistinguishable from the exteriors of other units in the project.

6. Columbia City Council reserves the right to review the cost benefit analysis and approve or deny any other Assistance that may already be available to development project.

7. Developments categorized as dormitories, rented by the bedroom, and/or not occupied on an annual full-time basis are not eligible.

8. This incentive is intended to be complimentary to any other program intended to facilitate the provision of affordable housing and should not be construed to limit or invalidate any such program.

9. For the purposes of administering this incentive, the following definitions shall be used:

Household income: All sources of financial support, both cash and in kind of adult occupants of the housing unit, to include wages, salaried, tips, commissions, all forms of self-employment income,

interest, dividends, net rental income, income from estates or trusts, Social Security benefits, public assistance programs, and other sources of income regularly received.

BE IT FURTHER RESOLVED that the Credit Agreement will provide that:

(a) the owner of the Property will make a payment in lieu of tax related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six (6%) percent;

(b) the annual PILOT payment payable from the Company to the County will be subject to reduction by a forty (40%) percent infrastructure credit (b) the annual PILOT can be increased to fifty (50%) percent infrastructure credit with the addition of a mixed use component to the project comprising no less than ten (10%) percent of the heated square footage of the project or 2,000 square feet, whichever is more the uses of which shall be approved in the certification ordinance and shall be limited to retail and/or service,

(c) the term of the Credit Agreement shall not exceed eighteen (18) years;

(d) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement due to non-compliance of the requirements listed herein and as set forth in the certification ordinance; and (d) the Credit Agreement is non-renewable and can only be amended or modified with the consent of [three-quarters] of the members of City Council, and,

BE IT FURTHER RESOLVED, that inclusion of a real property or real properties developed privately owned affordable housing projects located within the corporate limits of the City of Columbia in a Multi-County Industrial Park shall be ordinance and the enactment of such an ordinance is in the sole exclusive legislative discretion of Columbia City Council.

Requested by:

Councilmember Devine

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

DRAFT

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-104 - Authorizing the City Manager to execute a Memorandum of Understanding Between the City of Columbia and The NCRC Housing Rehab Fund, LLC**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-104 MOU NCRC Housing Rehab Fund (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-104

Authorizing the City Manager to execute a Memorandum of Understanding Between the City of Columbia and The NCRC Housing Rehab Fund, LLC

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City Manager is authorized to execute the attached Memorandum of Understanding between the City of Columbia and The NCRC Housing Rehab Fund, LLC, or on a form approved by the City Attorney, to develop a program that will provide homeownership opportunities to low-to-moderate income families or in low-to-moderate income communities.

Requested by:

Councilmember Devine

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 10/25/2018
18002593

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF UNDERSTANDING
COUNTY OF RICHLAND) (Resolution No.: R-2018-104)

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made between the THE CITY OF COLUMBIA, SOUTH CAROLINA (COC), a South Carolina municipal corporation with its principal address at 1737 Main Street Columbia, SC, and THE NCRC HOUSING REHAB FUND, LLC, a limited liability company with offices at 740 15TH Street NW, Suite 400, Washington, DC 20005 ("HRF").

PREAMBLE

WHEREAS, Columbia City Council desires to provide incentives for Affordable and Workforce Housing Developments within the corporate limits that will help address the Affordable Housing Shortage that currently exists; and,

WHEREAS, Columbia City Council desires to facilitate the addition of 1,000 affordable housing units in the city over a five (5) year period; and,

WHEREAS, the parent nonprofit of NCRC Development Corporation, the National Community Reinvestment Coalition ("NCRC"), is an association of more than 600 community-based organizations that promotes access to credit and capital, affordable housing, job development and vibrant communities for America's working families; and,

WHEREAS, NCRC has created Generating Real Opportunities for Work Through Housing (GROWTH) to provide pathways to homeownership for working families and in low and moderate-income communities; and,

WHEREAS, in furtherance of that mission, GROWTH seeks to acquire and renovate or build up to 3,000 homes in communities across the U.S. over the next 5 years while providing job opportunities for local residents and housing counseling for buyers; and,

WHEREAS, GROWTH has aggregated approximately $100 million nationally and over $10 million locally to invest and re-invest in homes for our communities; and,

WHEREAS, NCRC operates a variety of business development initiatives that support business ownership and entrepreneurship among communities of color and women; and,

WHEREAS, GROWTH which operates the NCRC Housing Rehab Fund, has proposed to enter into an agreement with the COC to formalize a partnership supporting the program to provide homeownership opportunities to low-to-moderate income families or in low-to-moderate income communities; and,

WHEREAS, the COC wishes to partner with organizations to rebuild and redevelop communities facing decline in occupancy, property values and areas to improve the quality of life for its residents through local not-for-profit organizations; and,

WHEREAS, the parties have agreed that a business relationship enhanced by the mutual benefit of helping to address the homeownership needs of these communities is an important contribution to creating vibrant communities in the City of Columbia, SC; and,

WHEREAS, job opportunities can be created from the rehabilitation and construction of GROWTH homes; and,

WHEREAS, GROWTH acknowledges the value provided its programs are essential in identifying and qualifying contractors or work, including work on NCRC's GROWTH Initiative; and,

WHEREAS, NCRC maintains a robust National Training Academy with the capacity to assist both in workforce development and small contractor incubation and training to increase the opportunities for low- and moderate-income persons and businesses; and,

WHEREAS, COC has a goal of encouraging the development of excellent, affordable housing for low and moderate-income persons; NOW, THEREFORE,

BE IT RESOLVED that NCRC and COC are entering this Memorandum of Understanding to expand the capacity of NCRC's GROWTH Initiative by developing a program (the "Program") to provide access to potential homebuyers to purchase affordably priced homes and to identify fully-qualified contractors and apprentices to renovate and build GROWTH homes.

TERMS AND CONDITIONS

1. The key elements of the Program subject to this MOU are as follows:

COC'S Responsibilities:

The following is a summary of the responsibilities of COC, subject to securing the necessary and proper legal review and approvals from its City Council, and or any other regulatory partners and/or governing bodies:

- COC agrees to support newly constructed and rehabilitated homes created for sale with mortage financing and low downpayments through Community Developent home loan programs pending funding availability and borrower qualification and eligibility for homeownership opportunities and the stated goal within this MOU.
- COC will work to identify vacant land in its inventory that could be made available for development under this initiative in accordance with the MOU partnership and stated homeownership goals of GROWTH.
- COC will encourage the Columbia Housing Authority (CHA) to work with NCRC to identify residents of public housing communities that participate in the Housing Choice Voucher program who might qualify to participate in purchasing homes under this initiative.
- COC will support outreach and counseling programs for potential purchasers through a variety of resources to include internal and external partners that provides housing counseling through a HUD certified counseling organization.

New Construction Program:

GROWTH looks to partner with COC and local not-for profit organizations to develop communities and build infill single family homes in selected neighborhoods where investment has been placed in efforts to continue overall growth and desirability of the designated area. NCRC will hire a qualified implementation team to develop and build up to 50 single-family homes over a period of 3 years. Price points for the neighborhood will range from $110,000 to $200,000. The actual prices will be determined based on a residential market study. All homes will be developed in conformance with design guidelines and restrictive covenants created to maximize and sustain the value of the individual homes and the desirability of the developed communities.

The local not-for-profit organizations partners, COC, and local realtors will assist in identifying and or securing lots or properties to be developed.

GROWTH - Single-Family Homes Developer Responsibilities:

GROWTH would serve as developer for the new communities identified and individual rehabilitated properties in partnership with a local not-for-profit organization to be determined. As developer of the single-family home and rehabilitation components, GROWTH will be responsible for the following:

- Selecting sites and or property for development;
- Grading and developing the lots;
- Providing funding to rehabilitate and construct new homes;

- Obtaining permits, approvals and other governmental authorizations;
- Qualifying, procuring and working with professional service firms, engineers, planners, architects;
- Reviewing and approving house plans, ensuring compliance with any design guidelines and interior specifications;
- Completing quality construction of the homes and turning them over for sale free and clear of all liens and encumbrances and in accordance with design guidelines and any restrictive covenants; and,
- Developing and administering a marketing and sales program.

COLLECTIVE EFFORTS:

COC: (Recommended Collaboration Activities)

This collaboration will work in a collective manner to involve the City of Columbia, SC in expediting approvals and identifying ways to reduce public improvement cost to support the rehabilitation and new construction of housing. This collaboration shall recommend participation from the City of Columbia, SC as follows:

- Confirmation of Infrastructure/Utility Availability;
- Review of Future Capital Improvement Projects that may impact Development Opporunities for purposes of determing if project schedule could be expedited if needed;
- Provision of home loan financing programs with low down payments pending funding availability, borrower qualification and eligibility;
- Planning Assistance with regards to Code Requirements to include but not limited to activities such as demolition, design criteira specific to a community, zoning requirements, etc.; and,
- Providing contact information as available for community leaders within areas identified for development through this MOU.

Pre-development and Development Activities:

GROWTH and the not-for-profit partners both agree to be active participants and collaborate in the following activities toward the scaling and realization of a homeownership rehabilitation and new single family project(s):

- Acquisition Plan as a roadmap to future site control, critical mass opportunities;
- Rehabilitation project scope;
- Architectural Guidelines for the entire community (design for the future of market rate; affordable will have same exterior elevations with limited interior features for value engineering);
- Regular reporting and result measurement;
- Defining overall development objectives and options;
- Development of a Master Plan for planned sites;
- Develop a master schedule for the entire project; and,
- Develop a preliminary total project budget.

Homeownership Support Services & Workforce Development:

The local not-for-profit(s) to be identified will make available a pool of qualified buyers by way of its Homeownership Program and agree to grow and provide these buyers to GROWTH during this agreement and toward the stated and collective Homeownership Goals. These Homeownership participants shall receive selection preference to participate. GROWTH staff will work with the housing counseling agencies and the local not-for-profits partners to educate individuals, families and realtors about this initiative.

GROWTH and its local not-for-profit partners agree to facilitate homeownership counseling services to low to moderate-income residents to include homebuyer education classes, credit counseling, family supportive service programs with the goal of purchasing a home. The local not-for-profit partners will assist potential home purchasers with the process of obtaining a first mortgage. GROWTH will form a partnership with an acceptable counseling agency agreed to by COC to provide homeowner counseling.

Potential buyer will be able to apply for any Mortgage Program offered by COC, or any local organization or lender. It is likely that this program will be layered with other first-time homebuyer assistance programs offered by various entities in the community.

The leadership teams for COC and GROWTH will address affordable housing needs, workforce curriculum needs for apprentices identified and opportunities to market the GROWTH program citywide.

Workforce Development:

GROWTH will either help create or enhance workforce development programs in the City of Columbia, SC. NCRC's GROWTH Initiative has set as a goal the creation of 25 new jobs on its renovation and new construction activities over the five-year life of this Program. GROWTH will also attempt to place qualified local unemployed or underemployed, skilled residents on its renovation and new construction work from the area.

NCRC and its affiliates will also, to the greatest extent feasible, assure that residents of public housing and other Section 3 eligible persons will attain employment and or job training opportunities. COC will make available its list of interested and potential Section 3 participants to aid in workforce development opportunities.

Funding:

NCRC, its major bank investors and the COC share an interest in providing affordable homeownership for low-to-moderate income (LMI) families and LMI individuals, specifically those whose incomes are at or below 80% of the Area Median Income (AMI). GROWTH and the COC agree to confer and collaborate on the best ways to provide sustainable, affordable homeownership for low- and moderate-income residents (at or below 80% of AMI) in communities of mutual interest to the parties. GROWTH intends to create significant impact in the relatively underserved single family homeownership market by investing up to $8 million dollars under this initiative. COC and GROWTH also agree to facilitate introductions for purposes of conferring and determining any synergies related to affordable home ownership for City of Columbia, SC residents.

Term:

This Agreement shall commence on the Effective Date and shall expire on February, 2023, unless otherwise terminated under the provisions of this Agreement.

Termination:

Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. COC and GROWTH shall negotiate in good faith during the term of this MOU to arrive at mutually acceptable definitive agreements to formalize a partnership supporting a program to provide homeownership opportunities to low-to-moderate income families or individuals in low-to-moderate income communities and to develop city-wide workforce development opportunities in creating jobs for the citizens of Columbia, SC. In the event COC and NCRC fail to negotiate and enter into mutually acceptable definitive agreements during the term of this MOU, this MOU shall terminate in its entirety and be of no further force and effect without further notice upon the end of the term.

Modification:

Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

No Third Party Rights:

The execution of this MOU shall create no third-party rights for or by any person or entity against NCRC or COC or their respective officials, officers, employees or agents. This MOU is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable at law or in equity by any party in any matter, criminal or civil.

Relationship of Parties:

NCRC shall not be an agent of the COC and shall have no power or authority to obligate or bind the COC in any manner. Nothing in this MOU shall be deemed to create between the parties any relationship of partnership, employer-employee, joint venture or other association.

MOU Non-binding:

This MOU summarizes the intentions of the COC and NCRC. This MOU is not intended to be, and is not, binding upon either party, nor does it create any rights or obligations between the two parties, financial, legal or otherwise. This MOU is intended to be, and shall be construed only as, an expression of the current intention of the parties hereto and shall not be a binding agreement or create any legal obligations upon any party, express or implied.

IN WITNESS WHEREOF, the parties have executed this MOU effective as of the date of the last signature hereinbelow.

WITNESSES:

_____

_____

THE NCRC HOUSING REHAB FUND

BY: _____
Print Name: _____
Its: _____
Date: _____

_____

_____

CITY OF COLUMBIA, SOUTH CAROLINA

BY: _____
Teresa B. Wilson
Its: City Manager
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **Columbia Police Department**

FROM: ***William Holbrook, Police Chief***

SUBJECT: **Council is asked to approve the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Application for drug analysis laboratory improvements at the Columbia Police Department in the amount of $83,475.00.**

FINANCIAL IMPACT:

ORIGINAL BUDGET: **$83,475**

CLEAN WATER 2020?: **No**

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

Columbia Police Department drug analysis laboratory improvement.

ATTACHMENTS:

- **#a:** FY 2018 JAG Application (PDF)

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name City of Columbia	Organizational Unit Columbia Police Department
Address P.O. Box 147 Columbia, South Carolina 29217-0147	Name and telephone number of the person to be contacted on matters involving this application Hines, Rick (803) 545-3570
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 57-6000229	7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: Edward Byrne Memorial Justice Assistance Grant Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Drug Analysis Laboratory Improvement
12. AREAS AFFECTED BY PROJECT City of Columbia	
13. PROPOSED PROJECT Start Date: October 01, 2017 End Date: September 30, 2021	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project SC02 SC06

15. ESTIMATED FUNDING	
Federal	$83,475
Applicant	$0
State	$0
Local	$0
Other	$0
Program Income	$0
TOTAL	$83,475

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

This preapplication/application was made available to the state executive order 12372 process for review on 08/22/2018

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

Teresa Wilson

Ms. Teresa B. Wilson, City Manager

8/16/2018

Date

City of Columbia

Title of Project: Drug Analysis Laboratory Improvement

Project Identifiers:

1. Crime Laboratory;
2. Equipment – Forensic; and
3. Equipment – General.

City of Columbia FY 2018 Local Justice Assistance Grant (JAG)

Title of Project: Drug Analysis Laboratory Improvement

Program Narrative

Description of Issues

The Columbia Police Department's (CPD) Drug Lab is responsible for processing suspected substances obtained by Columbia police officers during the commission of their duties. The Lab, which was closed for a couple of years, is in the process of becoming fully functional and it is seeking to obtain accreditation.

Project Design and Implementation:

The Department has applied to several grant programs to seek the funding necessary to assist with the upgrade of the laboratory but has been denied each time because the certifications require the laboratory to be accredited in order to receive grant funds. However, we realize that a fully functioning drug lab is essential to a City of our size (population 133,114) to ensure timely and accurate analysis of substances needed for the successful prosecution of crime cases; therefore, we are seeking to use our allotted JAG funds toward this goal.

The drug lab will ensure that the requested equipment is purchased and installed within the first six-months of the grant award period.

Capabilities and Competencies:

During the closure of the Drug Lab, the Department coordinated with the State's Law Enforcement Division (SLED) and the Richland County Sheriff's Department forensic/drug laboratories for assistance in analyzing substances confiscated by our officers.

Plan for Collecting the Data Required for this Solicitation's Performance Measures:

The intent of this project is to purchase equipment and software only, a microscope, laboratory information management system (LIMS), and balances. However, any performance metrics required under the Performance Measurement Tool (PMT) report can be obtained through the various systems used by the Department to monitor and records statistics.

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
B. Fringe Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$29,853	$0	$0	$0	$0	$0	$0	$0	$0	$0	$29,853
E. Supplies	$44,469	$0	$0	$0	$0	$0	$0	$0	$0	$0	$44,469
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
H. Procurement Contracts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
I. Other	$9,153	$0	$0	$0	$0	$0	$0	$0	$0	$0	$9,153
Total Direct Costs	$83,475	$0	$0	$0	$0	$0	$0	$0	$0	$0	$83,475
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$83,475	$0	$0	$0	$0	$0	$0	$0	$0	$0	$83,475
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

Purpose Area #4

D. Equipment					
Item *List and describe each item of equipment that will be purchased*	**Computation** *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Precision Laboratory Balances	3	$4,536.00	$13,608		$13,608
LabX Server	1	$6,318.00	$6,318		$6,318
Microscope with attachments	1	$9,926.28	$9,927		$9,927
		Total(s)	**$29,853**	**$0**	**$29,853**

Narrative

Precision Laboratory Balance: Precision balances are the preferred balances for recording net/gross weights of items in laboratory cases. These balances have greater sensitivity than regular balances, and have reliable/repeatable performance overtime. They are ideal for drug analysis.

LabX Server. The computer that manages LabX client software and is necessary to make LabX and the precision laboratory balances fully functional.

Microscope. Used in the laboratory, primarily, for Microscopic Examination of plant materials suspected to be Marijuana. It's used to observe and identify the three (3) hairs specific to marijuana plants: Unicellular hairs, Cystolithic hairs and Multicellular hairs. Currently, the analyst, during a Microscopic Examination of plant materials, can only document that the hairs were found, because the current Microscope (Stemi 2000c by Zeiss) does not have imaging capability to capture and record the hairs found by the analyst. The Stemi 508 with Axiocam 305 by Zeiss has imaging capability that allows us to keep a visual record of the hairs. The importance of visual record is transparency of the analytical process of the cases. Additionally, the imaging capability of the Microscope can be used to record images of tablets with imprint that are often too tiny to observe.

Purpose Area #4

E. Supplies					
Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	*Unit Cost*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
Laboratory Information Management System (LIMS)	1	$33,080.00	$33,080		$33,080
LabX System Integration Module (software for LabX to integrate with LIMS)	1	$5,400.00	$5,400		$5,400
LABX Client Software License	1	$5,988.60	$5,989		$5,989
		Total(s)	**$44,469**	**$0**	**$44,469**

Narrative

LABX Client Software License. The software necessary to make the precision laboratory balances fully functional. It is an automatic data handling tool that enforces standard procedures when taking weights for cases and makes the weighing process traceable. It may also be integrated into a laboratory information management system (LIMS).

LabX System Integration Module. The software that will allow the LabX client software to integrate with the Justice Trax LIMS-Plus, which accelerates the work flow of case analysis and reporting and promotes a more efficient laboratory operation.

Laboratory Information Management System (LIMS) is built specifically for forensic laboratories. It is a comprehensive case management tool that includes evidence tracking, analytical results and lab management information. It acts as a hub for all laboratory activities and streamlines quality management through uniformity of actions defined by laboratory standards. Therefore, tests methods, case records, analytical methods are uniform. It also maintains the following records: training records, proficiency test performance, instrument validation/calibration, maintenance and performance verification, chemical lot number and their expiration dates, and subpoenas. This gives a transparent view of laboratory operations and case handling.

Purpose Area #4

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*

Purpose Area #4

	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
Precision Laboratory Balance Maintenance	3	per item	$1,017.00	3	$9,153		$9,153
				Total(s)	$9,153	$0	$9,153

Narrative

Maintenance for Precision Laboratory Balance. The required maintenance fee on each of the precision balances so that they may remain fully functional. Three years of maintenance allows for extended protection and is more economical than equipment replacement and service requests if a current maintenance plan is not in place.

COLUMBIA POLICE DEPARTMENT

Administrative Bureau

August 22, 2018

Ms. Gale Farquhar
State Policy Advisor, BJA

RE: Financial Management and System of Internal Controls Questionnaire- 2018 JAG Application

Ms. Farquhar,

The City's Finance Department has received the Financial Management and System of Internal Controls Questionnaire, however, due to other obligations were not able to complete the form in time for submission. We, therefore, acknowledge that a withholding of funds special condition will be applied to the award restricting draw-down until a completed copy of this form is received by your agency.

Sincerely,

R. J. Hines Major

1 Justice Square, Columbia, SC 29201 | 803-545-3500 | www.columbiapd.net

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Columbia
Street1: 1737 Main Street
Street2: City Hall
City: Columbia
State: SOUTH CAROLINA
Zip Code: 29201-2819

2. Authorized Representative's Name and Title:

Prefix: First Name: Teresa Middle Name: B
Last Name: Wilson Suffix:
Title: City Manager

3. Phone: (803) 545-3026 4. Fax:

5. Email: ~~TBWilson@ColumbiaSC.gov~~ Teresa.Wilson@columbiasc.gov

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1786	576000229	73707366

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☐ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☒ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Webster Rogers

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☐ Unqualified Opinion ☒ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0": 7

Enter the dollar amount of questioned costs (if none, enter "$0"): $ 12,396

Were material weaknesses noted in the report or opinion? ☒ Yes ☐ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 111/30/2020

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.) If "Yes", provide the following: (a) Name(s) of the federal awarding agency: (b) Date(s) the agency notified the applicant entity of the "high risk" designation: (c) Contact information for the "high risk" point of contact at the federal agency: Name: Phone: Email: (d) Reason for "high risk" status, as set out by the federal agency:	☐ Yes ☒ No ☐ Not Sure

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Jeffery M. Palen Date: 9/12/2018

Title: ☐ Executive Director ☒ Chief Financial Officer ☐ Chairman
☐ Other:

Phone: (803) 545-4308

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[b] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[a] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
[✓] Prime [ ] Subawardee
Tier , *if known*:
City of Columbia
1737 Main Street
Columbia, South Carolina 29201
Congressional District, *if known*: 6th

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Congressional District, *if known*:

6. Federal Department/Agency:
U.S. Department of Justice (DOJ)

7. Federal Program Name/Description:
Edward Byrne Memorial Justice Assistance Grant Program
CFDA Number, *if applicable*: 16.738

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$ 83,475.00

10. a. Name and Address of Lobbying Registrant
(if individual, last name, first name, MI):
CapitalEdge
1212 New York Ave, NW, Ste 250
Washington, District of Columbia 20005-3953

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):
Garboushian, Ralph

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: Teresa Wilson
Print Name: Teresa B. Wilson
Title: City Manager
Telephone No.: (803) 545-3026 Date: 8/16/18

Federal Use Only:

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Standard Form LLL (Rev. 7-97)

COLUMBIA POLICE DEPARTMENT

Office of the Chief

August 14, 2018

Ms. Gale Farquhar
State Policy Advisor, BJA

RE: Local Governing Body Review / Public Comment - 2018 JAG Application

Ms. Farquhar,

The following certifications are made in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2018 Local Solicitation:

(1) This JAG funding opportunity will be posted on the Police Department's website (https://columbiapd.net/news-updates/) prior to Council review, with an application that permits the public to request additional information and/or submit their comments.

(2) Time did not permit the Police Department's JAG application to be presented before City Council prior to the submission deadline. We, therefore, acknowledge that a withholding of funds special condition will be applied to the award restricting draw-down until the 30-day governing body review requirement has been met, and a Grant Adjustment Notice (GAN) issued releasing the funds.

The DOJ/OJP Certifications and Assurances by the Chief Executive of the Applicant Government will be submitted upon the review by City Council.

Sincerely,

William H. Holbrook
Chief of Police

Ms. Teresa B. Wilson
City Manager

1 Justice Square, Columbia, SC 29201 | 803-545-3509 | columbiapd.net

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.

(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

(a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and

(b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. § 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction	TERESA A. KNICK Printed Name of Chief Legal Officer
8/22/18 Date of Certification	CITY ATTORNEY Title of Chief Legal Officer of the Jurisdiction

CITY OF COLUMBIA

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: **Byrne Justice Assistance Grant (JAG) Program: Local**

U.S. Department of Justice
Office of Justice Programs

State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
2. I have carefully reviewed each of the following sections of title 8, United States Code:
   a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
   b. § 1231(a) (providing that a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien incarcerated by a State or local government, or by the federal government, from the United States generally "begins" no later than "the date the alien is released from detention or confinement; and providing that the federal government may not "remove an alien [including "an alien in the custody of a State (or a political subdivision of a State)"] who is sentenced to imprisonment until the alien is released from imprisonment");
   c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[] from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts ... or aid[] or abet[] the commission of any of the preceding acts");
   d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (*see* 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
   e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").
3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to violate, or to aid or abet any violation of, 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) & (3) or 8 U.S.C. § 1226(a) & (c).
4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):
   a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
   b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3) that are described in paragraph 2 of this certification, whether imposed by a State or local government entity, -agency, or -official.
6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); or (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) or (c), 8 U.S.C. § 1231(a), or 8 U.S.C. § 1366(1) or (3).

Signature of Chief Legal Officer of the Jurisdiction	TERESA A. KNOX Printed Name of Chief Legal Officer
8/22/18 Date of Certification	CITY ATTORNEY Title of Chief Legal Officer of the Jurisdiction

CITY OF COLUMBIA

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: **Byrne Justice Assistance Grant (JAG) Program: Local**

Rev. August 16, 2018

COLUMBIA POLICE DEPARTMENT

Administrative Bureau

15 August 2018

Columbia Police Department
Columbia, SC
JAG Grant Application

1. Does your jurisdiction have any laws, policies or practices related to whether, when or how employees may communicate with DHS or ICE? NO

2. Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meets the description of above in question 1? NO

Rick J. Hines
Police Major

1 Justice Square, Columbia, SC 29201 | 803-545-3500 | www.columbiapd.net

COLUMBIA POLICE DEPARTMENT

Office of the Chief

August 10, 2018

Ms. Gale Farquhar
State Policy Advisor, BJA

RE: Disclosure of Pending Applications - 2018 JAG Application

Ms. Farquhar,

The City of Columbia does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.

Sincerely,

William H. Holbrook
Chief of Police

Ms. Teresa B. Wilson
City Manager

1 Justice Square, Columbia, SC 29201 | 803-545-3509 | columbiapd.net

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

OMB APPROVAL NUMBER
1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept

Teresa B. Wilson 8/16/18

Teresa B. Wilson
City Manager

Date

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Teresa B. Wilson 8/16/18

Teresa B. Wilson Date

City Manager

Accept

We Are Columbia

MEETING DATE: **November 6, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Council is asked to approve the 2019 City Council Meeting Schedule.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2019_Meetings_Deadlines_Draft (PDF)

We Are Columbia

2019 COUNCIL MEETING DATES

MEETING DATES	TYPE OF MEETINGS	AGENDA DEADLINES
January 8	Work Session & Council Meeting	December 26
January 15	Work Session & Council Meeting	January 2
January 16-17	Council Retreat	
January	*State of the City Address*	
February 5	Work Session & Council Meeting	January 30
February 19	Work Session & Council Meeting	February 6
March 5	Work Session & Council Meeting	February 20
March 19	Work Session & Council Meeting / Zoning Public Hearing	March 6
April 16	Work Session & Council Meeting	April 3
May 7	Work Session & Council Meeting	April 24
May 21	Work Session & Council Meeting / Zoning Public Hearing	May 8
June 4	Council Meeting / Budget Public Hearing	May 22
June 18	Council Meeting / Budget Second Reading	June 5
July 2	Work Session & Council Meeting	June 19
July 16	Work Session & Council Meeting / Zoning Public Hearing	July 3
August 6	Work Session / *National Night Out*	July 24
August 20	Work Session & Council Meeting	August 7
September 17	Work Session & Council Meeting / Zoning Public Hearing	September 4
October 1	Work Session & Council Meeting	September 18
October 15	Work Session & Council Meeting	October 2
November 19	Work Session & Council Meeting / Zoning Public Hearing	November 6
December 3	Work Session & Council Meeting	November 20
December 17	Work Session & Council Meeting	December 4

Work Sessions allows Council to effectively address issues that affect only a limited number of citizens; to consider items of high public interest; and as a means of avoiding prolonged regular meetings. City Council will conduct work sessions at **2:00 p.m.** on the first and third Tuesdays of each month.

Regular Meetings of Council are used to discuss the municipality's general and routine business and to enact necessary ordinances and resolutions. These meetings begin at **6:00 p.m.** on the first and third Tuesdays of each month.

Zoning Public Hearings are conducted on the third Tuesday of every odd numbered month at **7:00 p.m.** as part of a Regular Council Meeting.